

# GENERAL INSTRUCTIONS REGARDING SOLICITATIONS for PROFESSIONAL SERVICES

**Solicitations are open to all qualified firms actively engaged in providing the services specified and inferred.**

## Solicitation Process

### Request for Proposal:

1. The City of Wheaton solicits qualified firms for Professional Services.
2. Firms are qualified based on
  - a. A public formal Request for Qualifications
  - b. Prior experience with the City's facilities, equipment, infrastructure, or issue at hand.
3. A formal Request for Proposal is submitted to qualified firms.
4. It is the responsibility of the Proposer to seek clarification of any requirement that may not be clear. Questions concerning this request shall be submitted via e-mail to the attention of the Procurement Officer by the last date for questions as reflected on the cover page of this document. A written response in the form of an addendum will be forwarded to all firms invited to submit proposals.
5. Proposers shall acknowledge the receipt of any addendum on their proposal.

### The Cone of Silence:

6. The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences.
7. During the period beginning with the issuance of the Request for Proposal through the execution of the award document, proposers are prohibited from all communications regarding this request with City staff, City consultants, City legal counsel, City agents, or elected officials.
8. Any attempt by a proposer to influence a member or members of the aforementioned may be grounds to disqualify the proposer from participation in this solicitation.

### Exceptions to the Cone of Silence:

9. Written communications directed to the Procurement Officer
10. All communications occurring at pre-bid meetings
11. Oral presentations during finalist interviews, negotiation proceedings, or site visits
12. Oral presentations before publicly noticed committee meetings
13. Contractors already on contract with the City to perform services for the City are allowed

discussions necessary for the completion of an existing contract.

14. Procurement of goods or services for Emergency situations

### Investigation:

15. It shall be the responsibility of the Proposer to make any and all investigations necessary to become thoroughly informed of what is required and specified.
  - a. If the site of the work is an area restricted from the general public, an opportunity will be provided for proposers to perform this inspection.
  - b. If the site of the work is an area open to the general public, the proposer may perform their inspection at a time of their choosing.

### Proposals:

16. Proposals must reference the project name and date of the Request for Proposal. Documents should not utilize binders, folders, tabs or papers larger than 8.5 x 11.
17. Delivery of a proposal is acceptance of the City's Contract for Professional Services. Proposals containing terms and conditions contrary to those specified may be considered non-responsive.

### Signatures as Offer:

18. Under the conditions of the Uniform Commercial Code, the signing of the proposal by the proposer constitutes an offer. If accepted by the City, the offer becomes part of the contract.
19. Offers by
  - a. Individuals or sole proprietorships shall be signed by a person with the authority to enter into legal binding contracts. Said individual shall use his usual signature.
  - b. Partnerships shall be signed with partnership name by one of the members of the partnership, or an authorized representative, followed by the signature and title of the person signing.
  - c. By corporations shall be signed with the name of the corporation, followed by the signature

and title of person authorized to bind it in the matter.

#### Withdrawal of Offers:

20. Offers may be withdrawn at any time prior to the due date. Requests to withdraw an offer shall be in writing, properly signed, and received by the Procurement Officer prior to the due date.
21. Offers may not be withdrawn after the due date without the approval of the Procurement Officer.
22. Negligence in preparing an offer confers no right of withdrawal after opening / due date.

#### Timeframe and Consequences:

23. Offers must be received before the designated time.
24. Offers received after the designated time will be returned to the sender without review. Offers received late that may be attributed to delays by overnight delivery services, or by delivery services trying to deliver when offices are closed, will be considered late and returned to the sender.
25. Unless otherwise specified in the solicitation, offers shall be binding for ninety (90) calendar days following due date.

#### Receipt of Formal Offers:

26. Formal offers by sealed envelope will be opened at the time and location stated. The Procurement Officer shall publish a list of all proposers on the city's website [www.wheaton.il.us/bids/](http://www.wheaton.il.us/bids/) within three business days.

#### Taxes:

27. The City is exempt by law from paying sales tax on goods, equipment, and products permanently incorporated to the project, from State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax.
28. The City's Sales Tax Exemption Number is E9997-4312-07.

#### Evaluation of Offers

##### Rejection of Offers

The city reserves the right to reject any and all offers in whole or in part according to the best interests of the City.

##### Receipt of One (or too few) offers

29. If the City receives one or too few proposals, as defined by the City, the City may reschedule the due date. The offers received will either be:
  - a. returned unopened to the Proposer for re-submittal at the new due date and time, or
  - b. if there are no changes in requirements, and pending agreement with the Proposer, held until the new due date and time.
30. If the request was publicly broadcast, and the City did not receive any proposals, the City may negotiate with any interested parties.

#### Determining Responsiveness of the Proposal:

31. Responsive proposals are inclusive of, but not restricted to: received prior to the due date and time, completed as stated in the solicitation request, inclusive of all requirements, able to meet delivery requirements, accepting of all contract terms and conditions.
32. The degree to which a proposal meets the requirements is determined solely on the judgment of the proposal evaluation team.

#### Clarification of Offers:

33. The City may conduct discussions with Proposers to further clarify the offer as may be necessary. Clarifications shall be documented by the proposer and submitted (e-mail or fax) within 3 business days.

#### Confidential Information

34. Proposals are subject to Illinois State FOIA requirements including the following exemptions:
  - a. (5 ILCS 140/7) (From Ch. 116, par. 207) Sec. 7.
  - b. Exemptions. (1) The following shall be exempt from inspection and copying: (g) Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business and only insofar as the claim directly applies to the records requested.
35. Proposers considering requests to be proprietary and confidential should submit an additional redacted offer. Failure to do so may result in information becoming available to the public.

## Selection Process:

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36. An evaluation team will review all proposals based on weighted requirements. The evaluation team is composed of the Department Head, Project Manager, Procurement Officer and other as required
37. Proposals shall undergo a two-stage evaluation process:
  - a. Stage I: compliance
  - b. Stage II: Ranking of the weighted Criteria by the evaluation team
  - c. The highest ranked proposals may be invited for a follow-up interview.
38. Interviews may be conducted with proposers on the short list. Said proposers may be required to submit additional data during the interview process. Revisions to proposals may be permitted after initial submission and interview, but before award, for the purpose of obtaining best and final offers.
39. The City reserves the right to negotiate the price and any other term with the proposer offering the best and final offer. Any oral negotiations must be confirmed in writing prior to award.
40. If a negotiated agreement cannot be reached with the front runner, the City may proceed to negotiate with the second best and final offer.
41. The City's determination of award for best overall value will consider the following non-exclusive list: available project management resources, soft costs of contract management; and training costs.

## Award:

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42. Award is based on the best overall value to the City; and deemed most advantageous to the City, based on the totality of lawful considerations, price and other factors considered.
43. While numeric evaluations may be used in some aspects of the process to identify strengths and weaknesses of proposals, and to establish a ranking, the final decision will be a business decision by the City and will not be based on a numerical score. A recommendation to award will document the basis for the award decision.
44. Except as otherwise stated, proposers will be awarded within ninety (90) days from the opening date.
45. The City reserves the right to award by phase, part or portion of a phase, any line item or option regardless of order listed.

## Requirements if Awarded the Work:

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### Insurance:

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46. The successful Proposer, if awarded by contract, will be required to carry insurance acceptable to the City. (*reference Contract Addendum 1*) .
47. Certificates of Insurance, Endorsements, and a Waiver of Subrogation must be submitted with the execution of the order.
48. The Proposers obligation to purchase stated insurance cannot be waived by the city's action or inaction.

### Security Clearance:

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49. Background checks inclusive of finger printing MAY be required for service providers working in secured areas. Service providers will submit a list of employees' names to the Project Manager who will coordinate the background checks with the police department..
50. Anyone with a background history showing a conviction for a felony; theft history of any kind, sex offense history, or any crime involving moral turpitude, illegal drug or narcotics use, sale or possession, or anyone showing a felony charge pending, or who has any outstanding warrants of any type, including misdemeanor traffic or felony warrants, may be subject to arrest, and will not be allowed to work under this contract.

### Audit:

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51. The successful Proposer may be audited by the City or an agent of the City. Audits may be at the request of federal or state regulatory agencies, other governmental agencies, courts of law, consultants hired by the City or other parties which in the City's opinion requires information. Data, information and documentation will include, but not be limited to, original estimate files, change order estimate files, detailed worksheets, subcontractor proposals, supplier quotes and rebates, and all project related correspondence, and subcontractor and supplier change order files.

### Protests:

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52. Any Proposer who claims to be aggrieved in connection with the selection process, a pending award, or other reasonable issue may initiate a protest.
  - a. Protests involving the solicitation process must be presented in writing via e-mail to the Procurement Officer no later than the last date

for questions as reflected on the cover page of this document.

- b. Protests involving the evaluation of offers, staff recommendations, or the award process must be submitted in writing to the Procurement Officer no later than three business days after bid results are publicly posted.

53. Protests must include: the name and address of the protestor; appropriate identification of the solicitation; if an award has been initiated, the award document number (if available), identification of the procedure that is alleged to have been violated; precise statement(s) of the relevant facts; identification of the issue to be resolved; protestor's argument and supporting documentation (Exhibits, evidence, or documents to substantiate any claims).

54. A person filing a notice of protest will be required, at the time the notice of protest is filed, to post a bond in the form of a cashier's check in an amount equal to twenty-five percent of the City's estimate of the total volume of the award, or \$1,000, whichever is less.

- a. If the decision of the Protest does not uphold the action taken by the City, then the City shall return the amount, without deduction, to the Proposer filing the protest.
- b. If the decision of the Protest upholds the action taken by the City, then the City shall retain the amount of the cashier's check in payment for a portion of the cost and expense for time spent by City staff in responding to the protest and in conducting the evaluation of the protest.

55. Upon receipt of the notice of protest, the Procurement Officer shall stop the award process.

- a. The Procurement Officer will rule on the protest in writing within two business days from receipt of protest.
- b. Appeals of the Procurement Officer's decision must be made in writing within two business days after receipt thereof and submitted to the City Manager for final resolution. Appellant shall have the opportunity to be heard and an opportunity to present evidence in support of the appeal.
- c. The City Manager's decision is final.

***END OF GENERAL INSTRUCTIONS REGARDING SOLICITATIONS for PROFESSIONAL SERVICES***

# GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICE PROVIDERS

## Contract Administration:

1. A "Work May Proceed" order will be issued by Procurement upon confirmation of a properly executed contract.
2. Once the "Work May Proceed" order is issued, the contractor's primary contact with the city will become the Project Manager.
3. The Project Manager's primary responsibility is to assure the city receives the professional services in accordance to the terms and conditions and requirements of the contract. The Project Manager will, but is not limited to: oversee the entire project from kick-off activities through close out and payment of final invoice; monitor project progress; address any quality issues and change orders; review and approve deliverables.

## Communications Plan

4. The service provider is required to provide the City's project manager with updates of the project: work completed, assumptions, problems encountered,
5. The updates can be in person or over the phone, at the discretion of the city.

## Change Order Procedure

6. The city reserves the right to make changes to the Scope of Work by altering, adding to, or deducting from the work, without invalidating the contract. All such changes shall be executed under the conditions of the original contract.

## Bulletins

7. Should the contractor consider that a change in the Scope of Work, the contract sum or delivery date is required; he shall initiate a change order and submit to the Project Manager for documented approval before proceeding with the work.

## Change Orders

8. Issuance of a statement, or verbal approval, is not to be considered a Change Order and is not authorization to proceed.
9. Change orders will be numbered in sequence and dated.
10. Approved Change Orders are required with any/all changes in, the Scope of Work, the contract sum, the time for completion, or any combination thereof.
11. Change orders will describe the change or changes, will refer to the proposal(s) involved, and will be

signed by the city and the contractor prior to implementing the change.

12. All Change Orders shall clearly identify the impact of cost and the affect on time required to perform the work associated with the proposal.
  - a. If the proposal is found to be satisfactory and in proper order, and both parties agree upon cost or credit for the change, the city will authorize the documented Change Order which will be confirmed as a contract amendment.

## Payment:

13. Authorization of payment requires receipt of service providers invoice, acceptance of services and receipt of other required paperwork.
14. Payment will be:
  - a. made to the company awarded this order. Under no circumstances will a third party be reimbursed.
  - b. Via the City's Purchasing Card Program, MasterCard, in which payment will occur at time of service delivery (preferred); or
  - c. Via supplier generated invoice.
15. The City complies with the Illinois Local Government Prompt Payment Act which states that any bill approved for payment shall be paid within 30 days after date of approval.
  - a. Invoices must be submitted to the city within six months of order completion. Any invoices submitted in excess of six months from order completion will not be paid.

## Service Issues:

16. The service provider shall not be reimbursed until services are compliant.
17. If services continue to remain non-compliant, Procurement will prepare a formal Letter of Warning addressing the contractor's Failure to Comply. Contract language states "The City may terminate this Agreement upon seven (7) days written notice to the Contractor."
18. If contractor fails to achieve required results within stated timeframe, Procurement will terminate contract.
19. The City shall have the right to terminate this Agreement, without cause, upon twenty one (21) days written notice to the Contractor. The Contractor shall be paid for all work performed in conformance with the Agreement through the effective date of the not for cause termination.

**END OF GENERAL TERMS AND CONDITIONS FOR SERVICE PROVIDERS**



## *SPECIAL TERMS AND CONDITIONS FOR SERVICE PROVIDERS*

### *Design Services – Downtown Streetscape Phase I*

#### **Background:**

The City of Wheaton is seeking proposals from qualified vendors to provide design services for the Wheaton Downtown Streetscape Phase I.

#### **Time Frame: *(Dates subject to change)***

1. RFP Issued: October 31, 2016
2. Last Date for Questions: Monday, November 7, 2016 end of business
3. Proposals due: Monday, November 14, 2016 prior to 11:00 am local time
4. Award of Contract: December 5, 2016
5. Contract to be executed by: December 2016

#### **Selection Criteria**

Proposals will be evaluated based on the following criteria:

6. Qualifications of the firm and personnel assigned to this project
7. Project cost and scheduling
8. Conceptual understanding of the project and ability to meet the city's requirements
9. References and track record of performance
10. Compliance to City Contract (Go/No Go)
11. A short list of proposers may be interviewed.
  - a. The proposer offering the Best Value will be awarded the work.

#### **PART I: Envelope marked PROPOSAL FOR SERVICES**

#### **Submit**

Proposals should include all information requested in the Statement of Work, Section C, Proposal Format

General requirements regarding proposals for Professional Services are listed below:

#### ***Experience / Demonstrated Capabilities:***

12. The successful Professional Services Firm must be:
  - b. Experienced in Streetscape Design as evidenced by listing of similar projects in size and scope
  - c. Staffed to provide the depth and breadth of the needs for this project
  - d. Ethical and good standing as evidenced by references
  - e. Active in their field as evidenced by involvement in professional associations
13. The successful Professional Services Project Manager must:
  - f. Have professional knowledge as evidenced by credentials, licenses, degrees
  - g. Have related work experience as evidenced by references of similar projects in size and scope
    - i. References should highlight demonstrated capabilities, quality of service, professional rapport

#### ***Technical / Functionality Approach:*** Provide a brief narrative describing:

14. How the Project Manager would approach this project
15. The timetable and resources required to accomplish this project

16. The unique approach your firm/project manager brings to the table for the benefit of this project.
17. List any sub-consultants and the work proposed by each

## **PART II: Envelope marked COST PROPOSAL**

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### **Compensation**

- a. Hourly rates should be itemized for each job title and quantified with the projected number of hours expected from each.
- b. A total not-to-exceed price shall be reflected.
- c. If projects are structured by phases, pricing should be broken down and reflected per each phase.
- d. Surcharges or add on costs inclusive of but not limited to travel time, postage, copies, messenger services, shall be defined and quantified.
- e. To facilitate possible Change Orders, provide a list of hourly rates by job title.

### **Contract Compliance**

18. The City's standard agreement for professional services is attached.
19. Any deviations to City's standard agreement should be itemized and submitted within this envelope

### **Funding**

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20. It is anticipated that the City will be utilizing City funds for this project. We do not anticipate using any other funding or grants from other agencies. The established total budget for this project is \$5,100,000.

### **Bonds:**

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None required.

### **Insurance Requirements:**

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21. Reference Contract Addendum 1

### **Invoices:**

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22. Method of Payment (Monthly invoiced partial payment based on progress/phases).
23. All invoices must reflect the following applicable information: Contract Number, the name of the Project, the Name of the Service Provider, and the services/deliverables with the price depicted and date approved in the same format as the offer.

### **For Internal Purposes:**

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24. **All invoices are mailed to the attention of the Project Manager; City of Wheaton; PO Box 727; Wheaton, IL 60187.**

### **Project Close Out:**

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25. Verification of quality and completion of service
26. Final Payment: Prior to authorization of Final Payment, all documents must be presented in their final form and approved by Project Manager.
27. Written approval by the City's Project Manager

***END OF SPECIAL TERMS AND CONDITIONS FOR SERVICE PROVIDER***

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## *STATEMENT OF WORK FOR SERVICE PROVIDERS*

### *Design Services – Downtown Streetscape Phase I*

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#### **A. Project Information**

Streetscape improvements to Front Street (including Martin Plaza) between West Street and Cross Street based upon the “good” level outlined in Design Workshop conceptual report.

##### **1. Project History**

Design Workshop completed the concept and master plan for the City of Wheaton. Therefore, to maintain consistency, Design Workshop shall be included within proposed team for landscape architecture scope of work.

Contact information for Design Workshop:

Sara Egan, AICP, PLA, LEED AP  
Design Workshop  
224 South Michigan Avenue, Suite 1400  
Chicago, IL 60604  
312-360-1736 (main)  
312-471-6598 (direct)  
217-390-1627 (cell)  
www.designworkshop.com

##### **2. RFP Schedule**

- i. It is proposed that the design consultant be on board by first week of December 2016.
- ii. Proposal is due November 14<sup>th</sup> 2016 prior to 11:00 am local time.

##### **3. Documentation Attached**

- i. Concept design narrative (Pedestrian Street)
- ii. Pedestrian Street (Good)

#### **B. Scope of Services**

Consultant is required to develop the design from the current concept stage through DD, SD CD, and oversee construction of the streetscape improvements within the established total project budget of **\$5,100,000**.

##### **Services Include:**

###### *Analysis:*

- Existing conditions Analysis including topographic and underground utility survey.
- Site investigation of structural and geotechnical conditions (typical soil conditions and assessment of existing structures relative to streetscape work)
- Tree Assessment

###### *Design:*

Development of streetscape design alterations over public right-of-way including proposed phasing alternatives. Design Scope Area should consider important adjacencies such as intersections, railroad, and adjacent driveways.

Design Phases will include:

- Schematic design
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- Design Development
- Value Engineering
- Construction Documents
- City Council approval is required at each phase of design development

Scope includes but is not limited to:

- Civil Engineering
- Landscape/Urban design- (work to be completed by Design Workshop within this design services proposal / contract).
- Lighting
- Irrigation System
- Signage & Wayfinding
- Traffic Signals
- Provide support / information for compiling estimates (estimates are to be completed by CCS under separate contract).

- *General Project Administration:*

- Design Schedule
- Design Meetings
- Bid and Negotiation
- Post-Construction services
- Public Meetings
- City Council Presentations; DD, SD & CD

*Construction Administration:*

- Construction Observation & specification compliance
- Construction Meetings

## **C. Proposal Format**

### **1. Statement of Qualifications/ Proposal**

- Formal offers by sealed envelope will be opened at the time and location stated. Customized mailing labels for proposal documents are enclosed.
- Proposals must reference the project name and date of the Request for Proposal. Documents should not utilize binders, folders, tabs or papers larger than 8.5 x 11.
- Materials submitted should respond to the following factors and be a maximum of fifteen (15) pages.
- The following city documents should be attached at the end of your proposal
  - Certification of Compliance
  - Conflict of Interest Statement
  - These documents will not be counted as part of your fifteen (15) page limit

### **2. Outline for qualifications firm background**

- Name of Firm
  - Contact Name
  - Firm Address, City, State, Zip Code
  - Web page address
  - Firm Telephone Number
  - E-mail contact number

### **3. Firm Profile**

- History of Firm
- Year(s) in business
- Type of ownership

- iv. Type of Organization
- v. Size of Firm
- vi. Professional Affiliations

4. If a Joint Venture

- i. Have your firms worked together in the past?
- ii. If yes, identify projects, dates, etc.
- iii. Define roles of each Firm for this project

5. Personnel

- i. Identify Principals
- ii. Identify total number of staff
- iii. Provide resumes of all key personnel who will be assigned to this project.
  - 1. Include certifications, awards, professional affiliations and previous and relevant project experience.

6. Identify which of the following services will be provided by your in-house staff, or name the consultants providing the services

- i. Civil Engineering
- ii. Structural Engineering
- iii. Landscape Architecture (Design Workshop)
- iv. Architectural
- v. Electrical and lighting
- vi. Geotechnical
- vii. Identify other consultants and services to be provided

7. Outline of performance

- i. List the streetscape projects your firm has completed in the last five (5) years. Please provide:
  - 1. Actual cost vs. estimated cost
  - 2. Actual completion vs estimated completion date
  - 3. Location and brief description
  - 4. Reference contact- Name and Phone number
- ii. Provide a list of streetscapes your firm currently has in progress
  - 1. List name of project, location, size and construction cost
  - 2. Owners contact name and phone number and the Owner's Representative name and phone number, if applicable
  - 3. Indicate current status of project
- iii. Describe your firm's approach to this City of Wheaton's streetscape project.
  - 1. This section will confirm the proposers understanding of this project and will clearly outline how the proposer will meet all the necessary requirements to complete this project.
- iv. Indicate anticipated schedule periods for the design.
- v. Describe your firm's current workload, commitment and how your firm would schedule this project.
- vi. Has your firm
  - 1. Ever failed to complete an assignment? If yes, please give details
  - 2. Are there any judgments, claims, arbitration proceedings or suit's pending or outstanding against your organization or its officers?
  - 3. Has your organization filed any lawsuits or requested arbitration with regards to construction projects within the last 5 years?
- vii. Has your firm completed any work in:
  - 1. Wheaton or adjacent local towns?
  - 2. DuPage county of other collar counties?

8. Proposal

i. Proposal Summary:

Pricing summarized by the following sections:

1. Schematic Design	\$00,000.00
2. Design Development	\$00,000.00
3. Construction Design	\$00,000.00
4. Bid and Awards	\$00,000.00
5. Construction Administration	\$00,000.00
6. Post Construction:	\$00,000.00

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<b>Total:</b>	<b>\$00,000.00</b>
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Reimbursable Allowance:	\$00,000.00
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<b>TOTAL:</b>	<b>\$00,000.00</b>
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ii. Proposal Breakdown:

Pricing breakdown should indicate the consultant, numbers of hours per project role and rate per hour.

iii. A list of proposed deliverables per phase should be included in your submission.

***END OF STATEMENT OF WORK FOR SERVICE PROVIDERS***

## CONCEPT DESIGN NARRATIVE

### PEDESTRIAN STREET

The established streetscape metrics serve as the basis for the pedestrian street composition. As a pedestrian focused street, the intent is to promote pedestrian travel and overall retail activity. The streets identified as Pedestrian Streets in Downtown Wheaton serve a variety of retail and office uses in the heart of the district, or are likely to serve this function as redevelopment proceeds and the area south of the tracks continues to grow. These streets will form a core area within Downtown where patrons can move with ease from block to block and can spend time shopping, recreating, or dining during their visit to the area.

Key to creating a safe, walkable environment is providing shorter crosswalk distances wherever possible, and reducing curb-cuts. The pedestrian street prototype achieves a 21' crossing distance and closes curb-cut vehicular access where rear or side access is achievable. Also critical to creating a public realm where people are comfortable and safe is the creation of wide sidewalks. By creating an ADA clear route of 5' adjacent to an amenity zone for trees, bike racks, trash cans, and outdoor dining – a sidewalk should be 12' at a minimum. In the case of the pedestrian street prototype shown, the lanes were reconfigured to both maintain parking counts, while increasing sidewalk width. Pedestrian streets can accommodate parklets where sidewalk width is challenging to accommodate outdoor dining and gathering spaces. Lastly, to create a safe walking environment, bulb-outs, high visibility crosswalks and ADA ramps will be provided at each corner of pedestrian streets. Lighting will be upgraded to an LED fixture for energy and maintenance savings. Light fixtures will accommodate banners and/or a district identity logo placed at a staggered pattern, 40' apart.

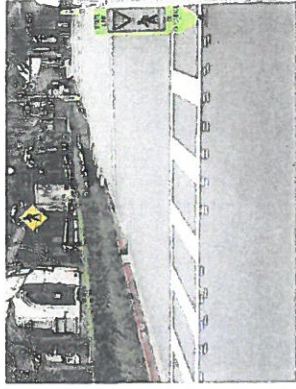
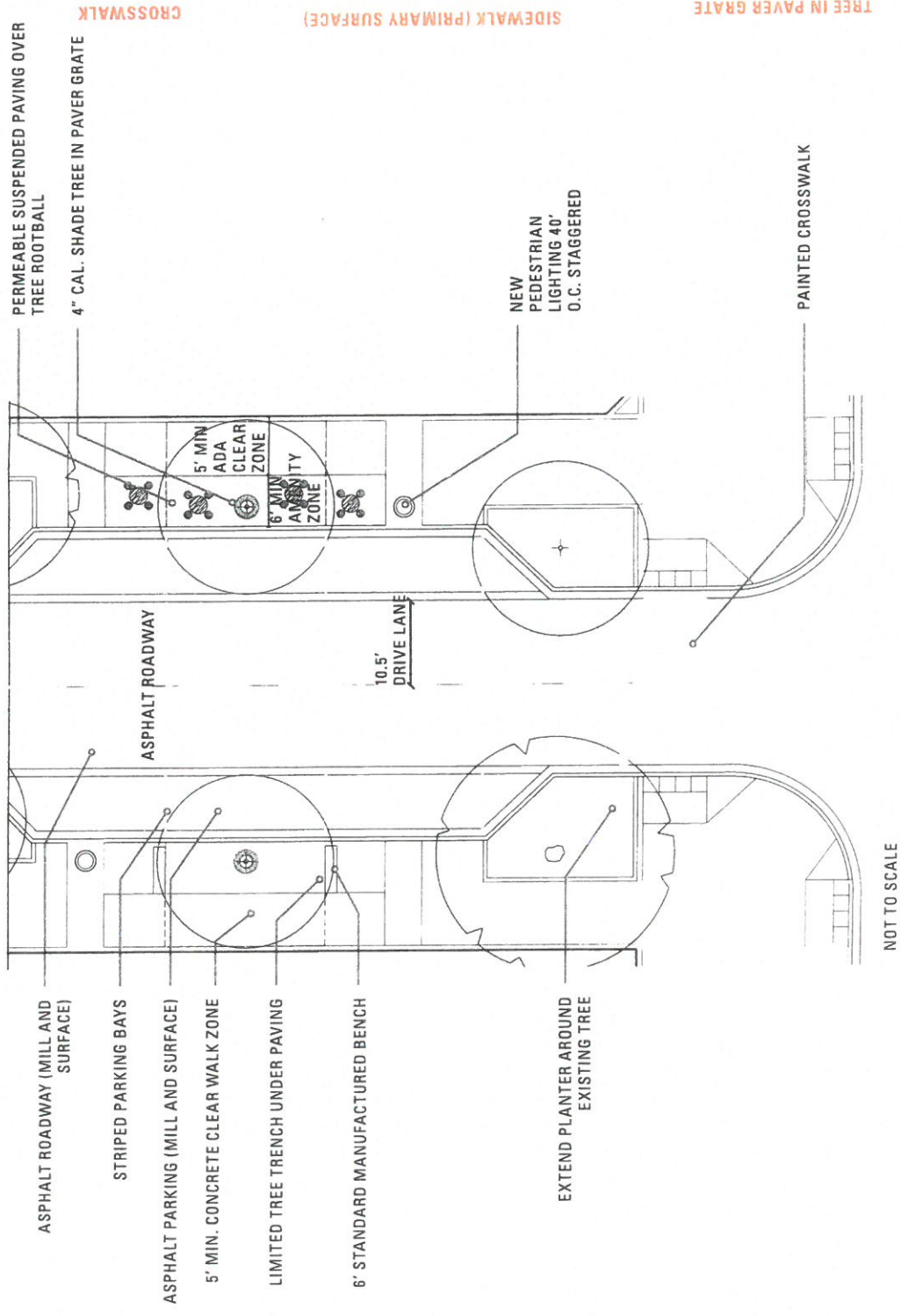
As with all downtown streets, it is critical to maintain parking counts as the streetscape is implemented. However, this should be balanced with the sidewalk width metric. This is a focus area for pedestrians so its important to increase sidewalk width. The reconfiguration of the street will be on a case-by-case basis as every block is different. Driveway closures are key to this and parking consolidation is part of this strategy. To accommodate the popularity of biking, particularly off of the Prairie Path, secure bicycle parking is provided at the rate of at least one space per business. The street is thought of as a linear public plaza – a place to recreate in downtown – and therefore seating should be provided at a minimum of five benches per block face and trash cans should be provided at each street corner and mid-block at high traffic areas.

Depending on the level of treatment, soil volumes for trees range from about 900 cubic feet to exceeding the target of 1,000 cubic feet of soil volume 1,000 cubic feet of per tree. This is accomplished by planting trees in bulbouts or through structural soil. By providing sufficient tree soil volumes, the trees will benefit from a longer, healthier life, minimizing maintenance and replacement. The soil volume will allow trees to meet a larger growth potential, therefore increasing tree canopy to meet the 15% tree canopy goal within downtown. With trees planted approximately 30' on-center, the pedestrian street can achieve a 19% tree canopy as demonstrated in the prototype. In addition, mature trees in good health should be preserved where possible.

Also critical to improving the livability and maintenance of the downtown over the next 2-3 decades will be stormwater management. In the 'best' version of the prototype, rain gardens can be implemented at corner planters. The 'best' prototype recommend the use of porous pavers in the parking areas. Other major differences in the 'good/better/best' studies include trade-offs in quality and quantity of paving materials, tree size and soil quality, and roadway materials. Planting areas will include largely native and drought resistant plant materials including shrubs, grasses, perennials and bulbs with a focus on seasonality.

Material selections are intended to create a rich palette and varied texture. A range of paver sizes, colors and orientations will be used in a consistent way. This will allow the streetscape to evolve over time, while considering maintenance and replacement practices.

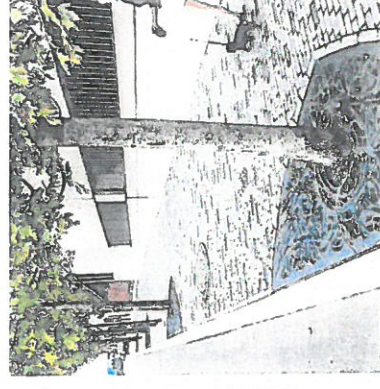




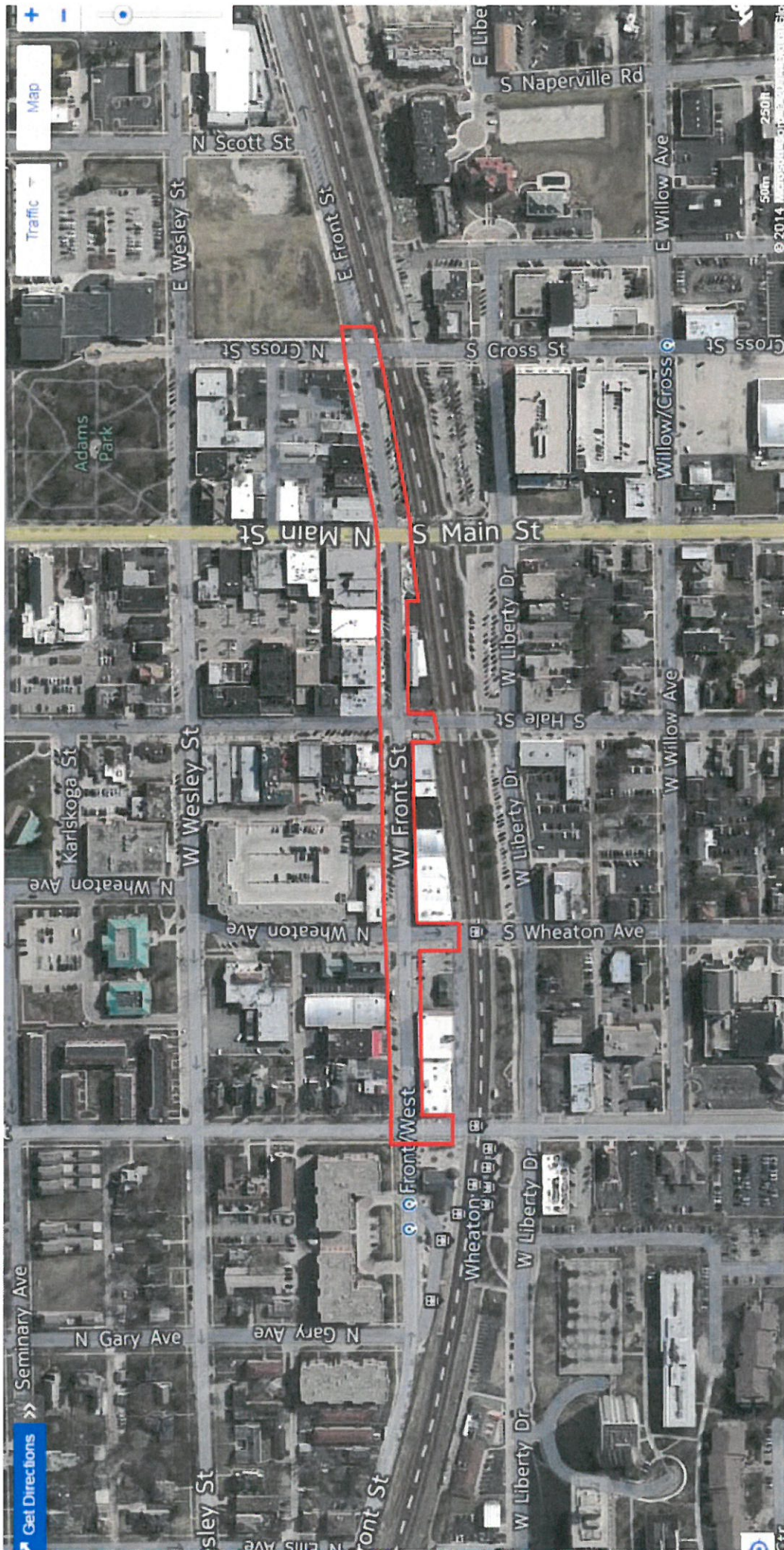
CROSSWALK



SIDEWALK (PRIMARY SURFACE)









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## *PROPOSAL: Design Services – Downtown Streetscape Phase I*

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Based on Amendment # \_\_\_\_\_ dated \_\_\_\_\_

***PLEASE SUBMIT 3 Original Proposals AS FOLLOWS:***

*This Page, followed by  
The Certification of Compliance followed by  
Proposal*

***Please do not submit perforated pages, nor bind your proposal in anything other than  
paper clips.***

We hereby agree to furnish and deliver to the City of Wheaton, in accordance with the Terms and Conditions, Specifications, and Contract Requirements as follows:

Schematic Design	<u>Person-hours</u>	\$ <u></u>
Design Development	<u>Person-hours</u>	\$ <u></u>
Construction Design	<u>Person-hours</u>	\$ <u></u>
Bid and Awards	<u>Person-hours</u>	\$ <u></u>
Construction and Administration	<u>Person-hours</u>	\$ <u></u>
Post Construction	<u>Person-hours</u>	\$ <u></u>
<b>SUB-TOTAL</b>	<u></u>	\$ <u></u>
Reimbursable Allowance	<u></u>	\$ <u></u>
<b>TOTAL DESIGN SERVICES</b>	<u></u>	\$ <u></u>

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*CERTIFICATION OF COMPLIANCE*  
*Design Services – Downtown Streetscape Phase I*

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The undersigned, being first duly sworn an oath, deposes and states that he/she has the authority to make this certification on behalf of the bidder for the product, commodity, or service and:

(A) The undersigned certifies that, pursuant to 720 ILCS Act 5, Article 33E of the Illinois Compiled Statutes, the bidder is not barred from bidding on this contract as a result of a conviction for the violation of State of Illinois laws prohibiting bid-rigging or bid-rotating.

(B) The undersigned certifies that, pursuant to 65 ILCS 5/11-42.1-1 of the Illinois Compiled Statutes, the bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

(C) The undersigned certifies that, pursuant to 30 ILCS 580/3, Section 3 the bidder deposes, states and certifies it will provide a drug free workplace by complying to the Illinois Drug Free Workplace Act.

(D) The undersigned certifies that, pursuant to 820 ILCS 130/1-12 of the Illinois Compiled Statutes, the bidder, when required, is in compliance to all requirements of the Prevailing Wage Act.

(E) The undersigned certifies that, pursuant to 30 ILCS 570/ Section 5 Article 2 of the Illinois Compiled Statutes, the bidder is in compliance to all requirements of the Employment of Illinois Workers on Public Works Act.

(F) The undersigned certifies that they agree to fulfill all Requirements, Specifications, Terms and Conditions.

(G) The undersigned certifies that they agree to fulfill all Contract Requirements.

(H) The undersigned certifies that they agree to present alternative Greener products/processes to the City for consideration in this work.

---

**Check One:**

☐ **There are no conflicts of interest;** and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm, or your firm's ownership, management or staff will immediately notify the City of Wheaton in writing.

☐ **There is an affiliation or business relationship** between you, your management or staff, your firm, or your firm's ownership, and an employee, officer, or elected official of the City of Wheaton who makes recommendations to the City of Wheaton with respect to expenditures of money, employment, and elected or appointed positions. *Provide any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each City of Wheaton affiliate with whom you, your firm, or your firm's ownership, management or staff, has an affiliation or a business relationship.*

---

**This Business Firm is:** (check one)

☐ a Corporation      ☐ a Partnership      ☐ an Individual      ☐ an LLC

Firm Name: \_\_\_\_\_

Firm Address: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Print Name \_\_\_\_\_

Position: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

e-mail address \_\_\_\_\_

Date signed: \_\_\_\_\_

**Operational Contact for this work**

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

e-mail: \_\_\_\_\_

**Sales Contact**

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

e-mail: \_\_\_\_\_

**Billing Contact**

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

e-mail: \_\_\_\_\_

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*CUSTOMIZED MAILING LABEL FOR SEALED BID*

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XXXXXXXXXX CUT OUT XXXXXXXXXX

*Cut along outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid".*

**SEALED BID – DO NOT OPEN**

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**PROPOSAL FOR:**

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*Design Services – Downtown Streetscape  
Phase I*

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***PROPOSAL FOR SERVICES***

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**PROPOSAL FROM:** *(Insert your company name below)*

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**Proposal due:** November 14, 2016 prior to 11 am

**List of Proposers published:** November 17, 2016, 5 pm

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**TO BE OPENED BY PROCUREMENT OFFICER**

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**MAIL TO:**

**Procurement Officer  
City Hall /  
City of Wheaton  
P.O. BOX 0727  
303 West Wesley Street  
Wheaton, IL 60187-0727**

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*CUSTOMIZED MAILING LABEL FOR SEALED BID*

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XXXXXXXXXX CUT OUT XXXXXXXXXX

*Cut along outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid".*

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## CUSTOMIZED MAILING LABEL FOR SEALED BID

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XXXXXXXXXX CUT OUT XXXXXXXXXXXX

*Cut along outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid".*

### SEALED BID – DO NOT OPEN

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#### PROPOSAL FOR:

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*Design Services – Downtown Streetscape  
Phase I*

---

### ***COST PROPOSAL***

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PROPOSAL FROM: *(Insert your company name below)*

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Proposals due: November 14, 2016 prior to 11:00am

List of Proposers published: November 17, 2016, 5:00pm

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TO BE OPENED BY PROCUREMENT OFFICER

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#### MAIL TO:

**Procurement Officer  
City Hall /  
City of Wheaton  
P.O. BOX 0727  
303 West Wesley Street  
Wheaton, IL 60187-0727**

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# GREEN INITIATIVES

If there are green practices that do not conform to the project specifications, but you believe are in line with our citywide objectives, please submit an alternate proposal highlighting such opportunities.

The City of Wheaton is committed to Turn Wheaton Green. Contractors doing business with the city must do their part to drive improvement in their own operational and supply chain practices. The Wheaton City Council has ruled that it is in the best interest of the City to award, whenever feasible, a greener alternative.

☐ **Attach a copy of your company's Green Policy to your submittal. (or)**

☐ **Review the below and check all that apply.**

☐ Your company has an official Green Policy statement.

## Reuse

☐ Rechargeable batteries have replaced disposable batteries.

☐ No longer needed supplies, such as furniture, desk accessories, are reused.

☐ Reusable products, such as washable coffee mugs, packing cartons, resharpened blades, have replaced disposable products.

☐ Refillable water bottles have eliminated recycled plastic drinking bottles.

## Recycle

☐ Purchasing criterion supports items that are more durable, have minimal packaging and are readily recyclable.

☐ Offices, break rooms, and work areas have waste containers and recycle containers.

☐ Recycled materials are properly recycled.

## Reduce

☐ All photocopy machines and printers have duplexing capability.

☐ All laser printing jobs default to double-sided printing.

☐ Employees are instructed to copy on both sides of paper, make least number of hard copies, route documents rather than distribute copies, post memos on bulletin boards, proof documents on the computer, store files electronically, and avoid printing email.

☐ Paper transactions have been eliminated by increasing the use of electronic media.

☐ Full-fax cover sheets have been eliminated.

☐ Distribution and mailing lists are kept current to avoid duplication and returned mail.

☐ Employees turn off lights, computers, copying machines and other equipment when not in use.

☐ Systems are in place to automatically reduce lighting, heating, ventilation, and air conditioning systems during unoccupied hours.

☐ Window treatments take advantage of solar heat gain during winter daylight hours and repel solar heat gain during summer daylight hours.

☐ Routine maintenance, per manufacturer's recommendations, occurs on all lighting, heating ventilation and air conditioning systems.

☐ Energy efficient lighting systems (compact fluorescent bulbs, T-10 & T-8 lighting fixtures, electronic ballasts, light-emitting diodes exit signs, occupancy sensors, lighting controls) have been installed.

☐ Leaks in building exteriors, such as walls, windows, doors, ceilings and floors, have been eliminated.

☐ Turf areas have been reduced through the use of low maintenance native plants.

☐ Cost effective native landscaping practices have been adopted to reduce mowing and conserve gasoline.

☐ New electronic equipment is Energy Star™ compliant.

## Fuel Conservation

☐ Ride-boards and preferred parking spaces promote car pools.

☐ Incentives are in place for employees who carpool or bike to work.

☐ Employees are offered transit passes or reimbursement if they use public transit or bike instead of vehicles for work related travel.

☐ Your company has a "Green Fleet" policy addressing the management, operation, and procurement of vehicles. One of the primary objectives of this policy is to improve energy efficiency and reduce emissions.

☐ Route optimization computer software is used to utilize vehicles in the most efficient manner possible.

☐ Gasoline and diesel fuel consumption has been reduced as a result of operational efficiencies attributed to regular scheduled maintenance of company vehicles and equipment.

☐ Sport utility vehicles and similar specialty vehicles, documented as receiving lower miles per gallon, have been replaced with more fuel efficient vehicles.

## Review Vehicle Fleet

☐ Zero-Emission Vehicles are defined as (i) any motor vehicle that produces zero exhaust emissions of all criteria pollutants, as defined by 35 Illinois Administrative Code § 241.104 (or precursors thereof) under any and all possible operational modes and conditions or (ii) any vehicle that this been certified as a zero-emission vehicle.

☐ Inherently Low Emission Vehicles are defined as any motor vehicle that meets or exceeds the standards set forth in 35 Illinois Administrative Code § 241.104 for Inherently Low Emission Vehicles (ILEV).

☐ Ultra Low Emission Vehicles are defined as any motor vehicle that meets or exceeds the standards set forth in 35 Illinois Administrative Code § 241.104 for Ultra Low Emission Vehicles (ULEV).

☐ Low Emission Vehicles are defined as any motor vehicle that meets or exceeds that standards set forth in 35 Illinois Administrative Code § 241.104 for Low Emission Vehicles (LEV).

☐ Electric Drive Train Vehicles are defined as any vehicle that employs an electric drive train and motor as its primary means of motive force. The vehicle can be powered by fuel cells, electric batteries, petroleum or alternatively-fueled electric generators, or any combination thereof.

☐ Alternative Fuel Vehicles are defined as any fuel that is substantially non-petroleum in nature, is not gasoline or diesel, and is defined as an alternative fuel by the U.S. Department of Energy through the authority granted by the Energy Policy Act of 1992

☐ Bi-Fuel Vehicles are defined as any motor vehicle designed to operate on two (2) fuels, one of which is an alternative fuel, but not on a mixture of fuels.

## Environmentally Preferential Products

☐ The term "environmentally preferential products" means purchasing products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same or similar purposes. It includes but is not limited to products or services which contain recycled content, minimize waste, conserve energy or water, involve the use of renewable resources or alternative fuels, and reduce the amount of toxins disposed or consumed.

## Supply Chain Management

☐ Your sub-contractors and supply chain are expected to implement green initiatives.

This number must appear on  
all invoices and documents.

No. \_\_\_\_\_

Agreement Between the City of Wheaton, Illinois  
and \_\_\_\_\_  
for Professional Services

*Design Services – Downtown Streetscape Phase I*

*This Agreement is entered into by and between the City of Wheaton, an Illinois municipal corporation ("City"), 303 West Wesley Street, Wheaton, IL 60187, and \_\_\_\_\_ ("Professional Service Provider"), address.*

WITNESSETH:

*Whereas, the City has determined that it is strategic to hire a Professional Service to provide website hosting, re-design, development and implementation (hereinafter the "Work") consistent with the attached Exhibit A [Exhibit A is the Request for Proposal] which is incorporated herein and is fully set forth; and*

*Whereas, the Professional Service provider has submitted a proposal attached Exhibit B [Exhibit B is the Proposal] for this work, and*

*Whereas, the City finds the proposal submitted by the Professional Service provider meets the City's service requirements for the Work.*

*Now, therefore, for in consideration of their mutual promises, terms, covenants, agreements, and conditions recited in this Agreement, the City and the Professional Service provider hereto do hereby agree as follows:*

- 1. **Scope of Service:** The Recital paragraphs are incorporated herein as substantive terms and conditions of this Agreement and as representing the intent of the Parties. The Professional Service provider shall furnish all labor, materials, and equipment to provide and perform the Work. The Professional Service provider represents and warrants that it shall perform the Work in a manner consistent with the level of care and skill customarily exercised by other Professional Service providers under similar circumstances.*
- 2. **Compensation:** The City shall compensate the Professional Service provider according to the terms of the Professional Service provider's proposal which is attached hereto as Exhibit B.*
- 3. **Waivers of Lien:** The City reserves the right to require waivers of lien before payment where the City deems it to be in its best interest to do so.*
- 4. **Term of Agreement:** This Agreement shall become effective upon the latter of the date accepted and signed by the City and the date accepted and signed by the Professional Service provider. It shall be in effect until the city deems the work complete and acceptable. This contract may be subject for **renewal** if Service Provider maintains or reduces costs hourly rates.*
- 5. **Time is of the Essence:** Time is of the essence in the performance of all the terms and conditions of this agreement. Failure to meet stated terms may result in Liquidated Damages in the amount of \$500.00 per calendar day beyond the delivery date specified.*



6. **Additional Services:** *The Professional Service provider shall provide only the Work specified in this Agreement and attached Exhibits. In the event the Professional Service provider or the City determines that additional goods and/or services are required to complete the Work, such additional goods shall not be provided and/or such additional services shall not be performed unless authorized in writing by the City via the attached Change Order form [Exhibit C will be the Change Order Form.]. Terms, frequency, and prices for additional services shall be confirmed in writing via the Change Order by the City and the Professional Service provider.*
7. **Integration:** *The provisions set forth in this Agreement represent the entire agreement between the parties and supersede all prior agreements, contracts, promises, and representations, as it is the intent of the parties to provide for a complete integration within the terms of this Agreement. This Agreement may be modified only by a further written agreement between the parties, and no modification shall be effective unless properly approved and signed by each party via change order or amendment. No course of conduct before, or during the performance of this Agreement, shall be deemed to modify, change or amend this Agreement.*
8. **Waiver:** *Any failure of either the City or the Professional Service provider to strictly enforce any term, right, or condition of this Agreement whether implied or expressed, shall not be construed as a waiver of such term, right, or condition.*
9. **Compliance with Laws:** *The Professional Service provider shall comply with all applicable federal, state, and local laws, rules, and regulations, and all City ordinances, rules and regulations now in force or hereafter enacted, in the provision of the goods and/or performance of the services required under this Agreement.*
10. **Freedom of Information Act:** *The Contractor shall, within twenty-four hours of the City's request, provide any documents in the Contractor's possession related to the contract which the City is required to disclose to a requester under the Illinois Freedom of Information Act. This provision is a material covenant of this Agreement. Contractor agrees to not apply any costs or charge any fees to the City regarding the procurement of records required pursuant to a FOIA request. Should Contractor request that City utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fee, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify, and hold harmless City, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Contractor's request to utilize a lawful exemption to City.*
11. **Discrimination Prohibited:** *The Professional Service provider shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101 et seq. (1992 State Bar Edition), and with all rules and regulations established by the Department of Human Rights. The Professional Service provider agrees that it will not deny employment to any person or refuse to enter into any contract for services provided for in this Agreement to be performed on its behalf on the basis of unlawful discrimination as defined in the Illinois Human Rights Act.*
12. **Status of Independent Consultant:** *Both City and Professional Service provider agree that Professional Service provider will act as an Independent Consultant in the performance of the Work. Accordingly, the Professional Service Provider shall be responsible for payment all taxes including federal, state, and local taxes arising out of the Professional Service Provider's activities in accordance with this agreement, including by way of illustration but not limitation, federal and state income tax, social security tax, and any other taxes or license fees as may be required under the law. Professional Service Provider further acknowledges under the terms of this Agreement, that it is not an agent, employee, or servant for the City for any purpose, and that it shall not hold itself out as an agent, employee, or servant of the City under any circumstance for any reason. Professional Service Provider is not in any way authorized to make any contract, agreement, or promise on behalf of City, or to create any implied obligation on behalf of City, and Professional Service Provider specifically agrees that it shall not do so. City shall have no obligation to provide any compensation or benefits to Professional Service Provider, except those*

*specifically identified in this Agreement. City shall not have the authority to control the method or manner by which Professional Service Provider complies with the terms of this Agreement.*

- 13. Assignment; Successors and Assigns:** *Neither this Agreement, nor any part, rights or interests hereof, may be assigned, , to any other person, firm or corporation without the written consent of all other parties. Upon approval of assignment, this Agreement and the rights, interests and obligations hereunder shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.*
- 14. Non-disclosure:** *During the course of the Works, The Professional Service provider may have access to proprietary and confidential information including, but not limited to, methods, processes, formulae, compositions, systems, techniques, computer programs, databases, research projects, resident name and address information, financial data, and other data. The Professional Service provider shall not use such information for any purpose other than described in this Agreement and Exhibits and shall not directly or indirectly disclose or disseminate such information to any third party without the express written consent of the City.*
- 15. Hold Harmless and Indemnification:** *The Professional Service provider shall defend, hold harmless, and indemnify the City, its directors, officers, employees, agents, and elected officials, in whole or in part from and against any and all liabilities, losses, claims, demands, damages, fines, penalties, costs, and expenses, including, but not limited to, reasonable attorneys' fees and costs of litigation, and all causes of action of any kind or character, except as otherwise provided herein, to the extent that such matter arises from either of the following:*
- a) The Professional Service provider's breach of any term, provision, warranty, standard or requirement of this Agreement including, but not limited to, those provisions of this Agreement pertaining to the Professional Service provider's services; or*
  - b) The negligence or willful misconduct of the Professional Service provider, its employees, agents, representatives, and subcontractors.*

*In the event that any claim for indemnification hereunder arises from the negligence or willful misconduct of both the Professional Service provider and the City, the parties agree that any and all liabilities, losses, claims, demands, damages, fines, penalties, costs, and expenses shall be apportioned between the parties on the basis of their comparative degrees of fault, except as otherwise herein provided.*

- 16. Patents:** *The successful contractor agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material process, article, or device that may enter into the manufacture and construction, or copyrighted material that form a part of the Work covered by the contract.*
- 17. Termination of Contract:** *If the Professional Service provider fails to perform according to the terms of this Agreement, then the City may terminate this Agreement upon seven (7) days written notice to the Professional Service provider. In the event of a termination, the City shall pay the Professional Service provider for services performed as of the effective date of termination, less any sums attributable, directly or indirectly, to Professional Service provider's breach. The City shall have the right to terminate this Agreement, without cause, upon twenty-one (21) days written notice to the Contractor. The Contractor shall be paid for all work performed in conformance with the Agreement through the effective date of the not for cause termination. The written notice required under this paragraph shall be either (i) served personally during regular business hours; (ii) served by facsimile data transmission during regular business hours; (iii) by e-mail or (iv) served by certified or registered mail, return receipt requested, addressed to the address listed in this Agreement with postage prepaid and deposited in the United States mail. Notice served personally and by facsimile data transmission shall be effective upon receipt, and notice served by United States mail shall be effective three (3) business days after mailing.*
- 18. Cancellation for Unappropriated Funds:** *The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.*

**19. Default.** *In case of default by the contractor, the City will procure articles or service from other sources and hold the contractor responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code. The City reserves the right to cancel the whole or any part of the contract if the contractor fails to perform any of the provisions in the contract, fails to make delivery within the time stated, becomes insolvent, suspends any of its operations, or if any petition is filed or proceeding commenced by or against the Seller under any State or Federal law relating to bankruptcy arrangement, reorganization, receivership, or assignment for the benefit of creditors. The contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the City, fires or floods.*

**20. Force Majeure:** *No party hereto shall be deemed to be in default or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of services resulting directly or indirectly from acts of God, acts of civil or military disturbance, or war, which are beyond the control of such non-performing party.*

**21. Notification:** *All notification under this Agreement shall be made as follows:*

**If to the Professional Service provider:**

*Contractor Name*

*Attn: \_\_\_\_\_*

*Street address*

*City, State, Zip*

*Fax #*

*e-mail*

**If to the City:**

*City of Wheaton*

*Attn: City Clerk*

*303 W. Wesley Street, Box 727*

*Wheaton, IL 60189-727*

*Fax # 630-260-2017*

*e-mail cityclerk@wheaton.il.us*

**22. Severability:** *If any provision of this Contract is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance; and in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as part of this agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and legal, valid and enforceable.*

**23. Recovery of Costs:** *In the event the City is required to file any action, whether legal or equitable, to enforce any provision of this Agreement, the City shall be entitled to recover all costs and expenses incurred as a result of the action or proceeding, including expert witness and attorney's fees, if so provided in any order of the Court.*

**24. Governing Law:** *This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its conflict-of-laws rules. Exclusive jurisdiction for any litigation involving any aspect of this Agreement shall be in the Eighteenth Judicial Circuit Court, DuPage County, Illinois.*

**In Witness Whereof,** *the parties have entered into this Agreement this \_\_\_\_ day of \_\_\_\_, 2016.*

*City of Wheaton, an Illinois municipal corporation*

*By \_\_\_\_\_ date \_\_\_\_\_*  
*Mike Dzigan, City Manager*

**Attest:**

\_\_\_\_\_  
*Sharon Barrett-Hagen, City Clerk*

**Professional Service Provider**

By \_\_\_\_\_ date \_\_\_\_\_  
signature

**Attest:**

\_\_\_\_\_

### Special Provisions for: Insurance Coverage for Professional Services

The Provider of Professional Services and each of its agents, subcontractors, and consultants hired to perform the Work shall purchase and maintain during the term of this contract insurance coverage which will satisfactorily insure the Provider of Professional Services and, where appropriate, the City against claims and liabilities which may arise out of the Work. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the City. The insurance coverages shall include, but not necessarily be limited to, the following:

- **Worker's Compensation Insurance** with limits as required by the applicable statutes of the State of Illinois. The employer's liability coverage under the worker's compensation policy shall have limits of not less than **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** each accident/injury and **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** each employee/disease and **FIVE HUNDRED THOUSAND DOLLARS (\$500,000) POLICY LIMIT**.  
The workers compensation policy shall provide a waiver of subrogation (aka Waiver of our Right to Recover from Others Endorsement), to the City.
- **Commercial General Liability Insurance** protecting the Provider of Professional Services against any and all public liability claims which may arise in the course of performance of this contract. The limits of liability shall be not less than **ONE MILLION DOLLARS (\$1,000,000)** each occurrence bodily injury/property damage combined single limit and **ONE MILLION DOLLARS (\$1,000,000)** aggregate bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the City as an additional insured on a primary and non-contributory basis.
- **Commercial Automobile Liability Insurance** covering the Consultant's owned, non-owned, and hired vehicles which protects the Provider of Professional Services against automobile liability claims whether on or off of the City's premises with coverage limits of not less than **ONE MILLION DOLLARS (\$1,000,000)** per accident bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the City as an additional insured on a primary and non-contributory basis.
- **Professional Errors And Omissions Coverage** with limits of not less than **ONE MILLION DOLLARS (\$1,000,000)** each claim and in the aggregate covering the Provider of Professional Services against all sums which the provider shall become obligated to pay on account of any error and / or omission arising out of the performance of the professional services for the City under this contract. The professional liability insurance shall remain in effect for a period for not less than four (4) years after the completion of the services to be performed by the provider under this contract.

Nothing herein set forth shall be construed to create any obligation on the part of the City to indemnify Provider of Professional Services for any claims of negligence against the provider or its agents, employees, subcontractors or consultants. Prior to commencement of any work under this Agreement, Provider of Professional Services shall file with the City the required original certificates of insurance with endorsements, including those of subcontractors, which shall clearly state all of the following:

- A. The policy number; name of insurance company; name and address of the agent or authorized representative; name, address, and telephone number of the insured; project name and address; policy expiration date; and specific coverage amounts; and
- B. That the City of Wheaton (including its agents, elected officials, officers and employees) is named as an additional insured under all coverage, except Workers' Compensation and Professional Liability, and that all such coverage shall be primary and non-contributory for the City, its agents, elected officials, officers, and employees. A waiver of subrogation (aka Waiver of our Right to Recover from Others Endorsement), on all coverages shall be provided; and
- C. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- D. Providers' insurance is primary with respects to any other valid or collectible insurance the City may possess, including any self-insured retention that City may have; and
- E. Any deductibles or self-insured retention shall be stated on the certificates of insurance provided to the City; and

In addition to all of the insurance requirements identified above and contained on the certificates of insurance, all policies of insurance coverage under this section shall also be subject to the following requirements:

- F. All insurance carriers providing coverage under this Agreement shall be authorized to do business in the State of Illinois and shall be rated at least A:VI in A.M. Best and Companies Insurance Guide or otherwise acceptable to the City.
- G. The City of Wheaton shall have the right to reject the insurer/insurance of the contractor or any subcontractor; and
- H. Occurrence policies are preferred. The city may accept claims based policies on a case by case basis providing the Professional Services provider purchases claims made policy for two (2) years past the contract completion date.
- I. The City will consider deductible amounts as part of its review of the financial stability of the bidder; and
- J. No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Provider of Professional Services, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents; and
- K. The City may require increases in Provider of Professional Services 's insurance coverage amounts over the course of this Agreement as it deems necessary so long as it reimburses provider for the actual increase in provider's insurance premiums attributable to the City's requested increase; and
- L. Insurance coverage required by this contract shall be in force throughout the Contract Term and upon written request by the City, the Provider of Professional Services shall, within 7 days, provide to the City acceptable evidence of current insurance. Should the Provider of Professional Services fail to provide acceptable evidence of current insurance following written request, the City shall have the absolute right to terminate the Contract without any further obligation to the provider; and
- M. Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the City from supervising or inspecting



the project to the end result. The Provider of Professional Services shall assume all on-the-job responsibilities as to the control of persons directly employed by it.

***END OF SPECIAL PROVISIONS FOR INSURANCE COVERAGE FOR PROFESSIONAL SERVICES***



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). **A waiver of subrogation is required.**

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ <b>1,000,000</b>
							GENERAL AGGREGATE \$ <b>1,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ <b>1,000,000</b>
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ <b>1,000,000</b>
	DED <input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A						E.L. EACH ACCIDENT \$ <b>500,000</b>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b>
	<input checked="" type="checkbox"/> Professional Liability and Errors and Omissions:						E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>
	<input type="checkbox"/> Owners/Contractors Protection						<b>1,000,000</b>
	<input type="checkbox"/> XCU coverage						
	<input type="checkbox"/> Pollution / Environmental liability						

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Bid/Project Name—or- Contract Name and #  
Contractor  
Contact  
Address  
Phone #, Email, Fax #

- The City of Wheaton is an additional insured on a primary and non-contributory basis on all insurance policies with respect to Liability.
- Endorsements and A Waiver of Subrogation shall be provided for all policies with each updated certificate
- Contractors: It shall be the responsibility of the contractor to insure that all subcontractors comply with the same insurance requirements.

**CERTIFICATE HOLDER****CANCELLATION**

City of Wheaton  
303 West Wesley Street PO Box 727  
Wheaton, IL 60187-0727  
Attn Procurement Officer (fax) 630-260-2017

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE