



City of Wheaton, Illinois

City of Wheaton  
303 W. Wesley Street  
Wheaton, IL 60187-0727  
630-260-2000

[www.wheaton.il.us](http://www.wheaton.il.us)

## WHEATON CITY HALL STANDBY GENERATOR REPLACEMENT

**Requesting:** Formal Request for Proposal (2 originals compiled as described within)

**Issue Date:** November 2016

**Mandatory Pre-Bid Meeting:** Tuesday, November 29, 2016 at 9:00am  
City Hall: 303 West Wesley St; Wheaton, IL  
1<sup>st</sup> Floor North Entrance Elevator Lobby

**Last Date for Questions:** Tuesday, December 6, 2016, at 12:00 pm local time

**Sealed Proposal Submittal due:** Tuesday, December 13, 2016 prior to 11:00 am local time

**List of Proposers Published:** Wednesday, December 14, 2016

**RFP Opening Location:** City Hall Council Chambers, 2<sup>nd</sup> Floor at 11:00 a.m.  
303 West Wesley St.; Wheaton, IL

**Project Completion Date:** April 14, 2017 or earlier

**Enclosures:** General Instructions Regarding the Provision of Professional Services  
General Terms and Conditions for Professional Services  
Special Terms and Conditions for Professional Services  
Statement of Work

*Forms Provided for Submitting this formal Offer*

Proposal Page

Certification of Compliance

Customized Mailing Label for Sealed Submittal

Contractor Submittal Requirements

*Agreement Document (if you are awarded the work/order)*

Standard Professional Services Agreement

**Note:** **Illinois Prevailing Wage Act 820 ILCS does apply**

Reference Illinois Department of Labor website for a listing of current prevailing wage rates for DuPage County

<https://www.illinois.gov/idol/Pages/default.aspx>

*All questions concerning this solicitation shall be via e-mail to the Procurement Officer and received no later than time stated above. A written response in the form of a public addendum will be published and forwarded to qualified proposers.*

*Contact with anyone other than the Procurement Officer for matters relative to this solicitation during the solicitation process is prohibited.*

**Contacts for this proposal:** [procurement@wheaton.il.us](mailto:procurement@wheaton.il.us)

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## GENERAL INSTRUCTIONS REGARDING THE SOLICITATION OF CONTRACTED SERVICES

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**Solicitations are open to all business firms actively engaged in providing the materials, equipment, and services specified and inferred. Active engagement will be verified via references.**

### Solicitation Process

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#### Documents:

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1. The City of Wheaton's website, [www.wheaton.il.us/bids/](http://www.wheaton.il.us/bids/) is the official source for all documents related to this solicitation. The City is not responsible for documents distributed by any other source.
2. It is the responsibility of the Bidder to seek clarification of any requirement that may not be clear. This includes a review of all solicitation documents.
3. All questions concerning this solicitation 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 a public addendum will be published on the City's website, [www.wheaton.il.us/bids/](http://www.wheaton.il.us/bids/).
4. Any interpretation, correction or change of the solicitation documents will be made by published Addendum. Interpretations, corrections and changes to the solicitation documents made in any other manner will not be binding. All addenda will be published on the City's website at <http://www.wheaton.il.us/bids/>. It is up to the Bidder to check this site for the most current addendum.
5. Bidders shall acknowledge the receipt of any addendum.

#### The Cone of Silence:

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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 solicitation document through the execution of the award document, bidders are prohibited from all communications regarding this solicitation with City staff, City consultants, City legal counsel, City agents, or elected officials.
8. Any attempt by a bidder to influence a member or members of the aforementioned may be grounds to

disqualify the bidder from participation in this solicitation.

#### Exceptions to the Cone of Silence:

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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:

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15. It shall be the responsibility of the Bidder to make any and all investigations necessary to become thoroughly informed of what is required and specified in the solicitation.
  - a. If the site of the work is an area restricted from the general public, a pre-bid meeting will be provided for all potential bidders to perform this inspection.
  - b. If the site of the work is an area open to the general public, the potential bidder may perform their inspection at a time of their choosing.
16. Bidder shall inspect in detail the site of the proposed work and familiarize himself with all the local conditions affecting the work and the detailed requirements of delivery, installation, or construction.
17. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist, as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.

#### Offers:

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18. Exceptions to specifications, requirements, Terms and Conditions must be clearly identified.

19. Offers including goods or equipment must include: Manufacturer's warranties and/or guarantees
20. Offers including service during the warranty/guarantee period must include, in writing, any restrictions and/or associated costs.
21. **QUOTES** are to be submitted via fax or e-mail. Verbal offers will not be accepted.
22. **FORMAL OFFERS** must be on the forms provided and compiled in the order stated Do not use binders, folders, tabs or papers larger than 8.5 x 11.
23. Delivery of an offer is acceptance of the City's requirements. Offers containing terms and conditions contrary to those specified, or taking exception to any of the Special Terms and Conditions, General Terms and Conditions, Specifications, or Addenda as stated by the City may be considered non-responsive.
24. The City shall not accept an offer which is based upon any other offer, contract, or reference to any other document or numbers not included in the solicitation documents.

#### Order of Precedence:

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25. Wherever requirements are in conflict, the order of precedence shall be as follows: City Contract, City Specifications, City Special Terms and Conditions; City General Terms and Conditions.
26. City requirements take precedence over Bidder's offer.

#### Signatures as Offer:

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27. Under the conditions of the Uniform Commercial Code, the signing of the submittal by the bidder constitutes an offer. If accepted by the City, the offer becomes part of the contract.
28. 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:

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29. Offers may be withdrawn at any time prior to the scheduled opening or due date. Requests to withdraw an offer shall be in writing, properly signed, and received by the Procurement Officer prior to the due date.

30. Offers may not be withdrawn after the due date without the approval of the Procurement Officer.
31. Negligence in preparing an offer confers no right of withdrawal after opening / due date.

#### Timeframe and Consequences:

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32. Offers must be received before the designated time.
33. 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.
34. Unless otherwise specified in the solicitation, offers shall be binding for ninety (90) calendar days following due date.

#### Public Openings:

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35. Formal offers by sealed envelope will be publicly opened at the time and location stated. The Procurement Officer shall read the name of the bidder, offered price, and note if deviations are stated. Award will be based on analysis of costs, deviations, city budget, and approval by City Council.
36. List of Proposers will be published on the City's website [www.wheaton.il.us/bids/](http://www.wheaton.il.us/bids/) within three business days.
37. The proposals will be reviewed by the evaluation team. Proposers may be contacted to clarify any aspect of their proposal.
38. Results of the bid, including tabulation, will be posted after bid award recommendation is approved by the City Council.
39. Bidders are encouraged to attend all openings and to offer constructive suggestions for improvements to the solicitation process, to increase competition, and ways in which the City may achieve greater savings and increased transparency.
40. Despite the reading of offers at a public opening, if the offers are thence rejected and thus subject to rebid, the read results will not be published and will be exempt from FOIA requests.

#### Requirements

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##### Brand Names or Equal:

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41. Specifications are prepared to describe the goods and services which the City deems to be in its best interests to meet its performance requirements. These specifications shall be considered the minimum standards expected of the contractor.
42. If an offer does not indicate deviations or alternatives to the specifications, the City shall assume the offer is fully compliant with all specifications.

43. Specifications are not intended to exclude potential contractors. Any reference in the City's specifications to a brand name, manufacturer, trade name, catalog number or the like is descriptive, not restrictive, indicating materials that are satisfactory.

44. Consideration of other makes and models will be considered, provided the bidder submits a request for pre-approval by the Last Date for Questions stated on the cover page. Bidder should state exactly what he proposes and attach a cut sheet, illustration or other descriptive matter which will clearly indicate the character of the item. A written response in the form of a public addendum will be published on the City's website, [www.wheaton.il.us/bids/](http://www.wheaton.il.us/bids/).

#### Quantities:

45. All quantities represent an estimate of the quantity of the work to be done and/or materials to be ordered. It is given as a basis for comparison of offers and to determine the awarding of the contract.

46. The City does not expressly or by implication agree that the actual quantities involved will correspond to the published estimate. The bidder accepts that the quantities stated are estimates only and will not hold the City bound to said number.

47. The City reserves the right to modify the estimates, or remove them in their entirety, whichever is in the best interests of the City.

#### Bid Bonds:

48. The City may require a Bid Bond / Bid Deposit if so stated.

49. Bid Bonds / Bid Deposits are typically ten percent (10%) of the full contract price unless depicted otherwise.

50. If a Bid Deposit (preferred), it shall be submitted with the formal offer and be in the form of a certified check or a bank cashier's check made payable to the City of Wheaton. Checks will be retained by the City until an award is fully executed, at which time the checks will be promptly returned to the unsuccessful Bidders.

a. The Bid Deposit check of the successful Bidder will be retained until the contract has been executed and all required documents, including a Performance Bond if requested, is received.

b. The Bid Deposit check of the successful Bidder shall be forfeited to the City in the event that the Bidder withdraws its offer, or neglects, refuses or is unable to enter into a contract.

51. If Bidder chooses to use a Bid Bond, the Bid Bond must be in compliance with all bond requirements mandated by the State of Illinois.

#### Deviations to Requirements and Alternate Offers:

52. If the Bidder is unable to meet most of the specifications, but believes their product/work will meet the needs of the city, the Bidder should submit an Alternate Bid and include material specification sheets, performance data, or other documentation justifying consideration.

53. If a Bidder plans to submit multiple offers, each offer must be packaged separately and identified on the outer envelope and on the cover page of the offer in a way that can be differentiated from the other offer(s).

54. The Procurement Officer reserves the right to make the final determination of compliance or whether any deviation or alternate is of an equivalent or better quality and which offer can best meet the needs of the City. Such determination shall be incorporated within Purchasing's recommendation to the City Council.

#### Environmental Requirements:

55. The City is committed to becoming a sustainable city that conserves its use of resources to optimize efficiency and minimize waste. The City is committed to provide services in an equitable manner for present and future generations.

**56. Recycled Content Products:** It is in the City's interest to purchase products with the highest recycled material content feasible. **The City requests that Bidders suggest recycled content products as alternatives.**

57. Recycled Packing Material: The City desires that all shipping containers/packing material for equipment, materials and supplies delivered to the City contain no less than the specified minimum EPA percentage requirements of post consumer recycled content. Containers and packing material should show the recycled product logo and recycled content percentage information.

58. To help "Turn Wheaton Green", the bidders sustainability policy, as well as green initiatives for this specific solicitation, will be considered in the evaluation of the offer.

#### Price:

59. The price offered shall remain firm throughout the duration of the agreement.

60. Failure to record all requested breakdown of prices may result in disqualification. Unit price shall be shown for each unit specified. In case of mistake in extended price, unit price shall govern.

61. Price shall represent the entire cost of all requirements stated within the solicitation and contract. No subsequent claim will be recognized for any surcharges, add on costs, increase in material prices, cost indexes, wage scales, fuel surcharges,



freight costs, packaging or any other rates affecting the industry or this project.

#### **For Projects Bid as Time and Material:**

62. Time, inclusive of but not limited to salaries, benefits, overtime, set-up, break-down, includes all costs associated with labor for this service.
63. Material, inclusive of but not limited to goods, components, equipment, includes all costs associated with all items necessary to complete this service.
  - a. Complete illustrative and technical data, drawings, and/or printed literature for the materials or equipment quoted should be included with the offer.
64. Overhead and Profit shall include all costs not covered under material or labor, such as fixed costs and taxes.

#### **Discounts:**

65. Discounts of less than thirty (30) days will not be considered in the evaluation.
66. Discounts for thirty (30) days or more may be considered in the evaluation.
67. Where the net offer is equal to an offer with a discount deducted, the award shall be made to the net offer.
68. Discounts will be figured from the date of receipt of a proper invoice or the approval of the quality of the product received or service completed – whichever is later.

#### **Taxes:**

69. Unit prices shall not include any local, state or federal taxes.
70. 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.
71. The City's Sales Tax Exemption Number is E9997-4312-07.
72. The Contractor shall pay sales, consumer, use and other similar taxes.

#### **Evaluation of Offers**

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

73. If the City receives one or too few bids, as defined by the City, from a publicly broadcasted solicitation, the City may reschedule the opening to a later date. The offers received will either be:
  - a. returned unopened to the Bidder for re-submittal at the new due date and time, or
  - b. if there are no changes in requirements, and pending agreement with the Bidder, held until the new due date and time

74. If the City does not receive any bids, from a publicly broadcasted solicitation, the City may negotiate with any interested parties.

#### **Determining Responsiveness of the Offer:**

75. Responsive bids are inclusive of, but not restricted to: received prior to the due date and time, completed as stated in the solicitation documents, inclusive of all required documents, compliant to all product requirements and specifications, able to meet delivery requirements, accepting of all contract terms and conditions.

#### **Waivers and Rejections of Offers:**

76. The City reserves the right to waive any informality, technical requirement, deficiency, or irregularity in the offer. The City may conduct discussion with Bidders to further clarify the offer as may be necessary. Correction of the offer shall be effected by submission within 4 hours (e-mail or fax) of a corrected page with changes documented and signed.
77. The City reserves the right to reject any or all offers for any reason including but not limited to: budgetary constraints, unclear solicitation documents, change in needs, suspicion of collusion, pricing aberrations, front end loading; mathematically unbalanced proposals in which prices for some items are substantially out of proportion to comparable prices, materially unbalanced proposals in which material requirements for some items are substantially higher to comparable proposals; poor quality or poor performance in past City contracts, and other reasons deemed important to the City.
78. The City reserves the right to accept or reject any offer in which the Bidder names a total price for all the work without breaking down requested material costs, labor costs, and/or overhead and profit.
79. Multiple offers from an individual, firm, partnership, corporation or association under the same or different names are subject to rejection unless specifically permitted in the solicitation. Reasonable grounds for believing that a bidder is interested in more than one offer may result in rejection of all offers in which the bidder is interested. Any or all offers will be rejected if there is any reason for believing that collusion exists.
80. Nothing in this section will preclude a firm acting as a subcontractor to be included as a subcontractor for two or more prime contractors submitting a proposal for work. However a subcontractor may not submit a proposal as a prime contractor, and a prime contractor may not submit a proposal as a subcontractor.

81. **FOIA:** If the City rejects all offers and concurrently provides notice of its intent to reissue the solicitation, the rejected offers remain exempt from FOIA requirements until such time as the City awards or rejects the reissued solicitation.

#### Determining Responsibleness of the Bidder:

82. The City reserves the right to determine the competence, the financial stability and the operational capacity, of any Bidder.
83. Upon request by the City, Bidders shall furnish evidence for the City to evaluate their resources and ability to provide the goods and services required. Such evidence may include; but not be limited to: tour of facilities, staffing levels, listing of equipment and vehicles, listing of personnel's qualifications, certificates, licenses; listing of committed but not yet completed orders; financial statements; ...
84. Bidder may be required to submit samples of items within a specified timeframe and at no expense to the City. If not destroyed in testing, samples will be returned at the Supplier's request and expense. Samples which are not requested for return within thirty (30) days will become the property of the City.
85. Bidders may be required to effect a demonstration of the item or service being proposed. Such demonstration must be at a site convenient and agreeable to the affected City personnel and at no cost to the City.
86. Bidders may be required to provide references. The City reserves the right to contact said references or other references that may be familiar with the Bidder. The City reserves the right to eliminate a bidder who has not demonstrated the required years of service within the required specialty.
87. Bidders may be required to provide their internal policy on sustainability.
88. The City reserves the right to determine if such information might hinder, influence the quality of the work specified, or prevent the prompt completion of additional work such as future maintenance and service.

#### Confidential Information

89. Bidders may be required to provide evidence of financial viability. This may be a Dunn and Bradstreet Report, a financial statement prepared by a licensed Certified Public Accountant showing the Bidder's financial condition at the end of the past fiscal year, an annual report.
90. Bidders may be required to provide other information which they consider proprietary and confidential, and if made known to the public, may affect their ability to compete in the marketplace. Said information will be 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.

91. Bidders 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:

92. The City endeavors to select the offer meeting the best interests of the City as stated by its City Council based on the totality of lawful considerations.
93. The City's determination of best overall value may include consideration of the City's internal cost structure for meeting requirements, such as the city's inventory carrying costs, ordering lead times, equipment maintenance costs, standardization, available project management resources, and items typically identified with and relating to a "Life Cycle Cost Analysis".
94. The City will consider the following non-exclusive list in determining award: soft costs of contract management; total cost of ownership factors such as transition costs, training costs, additional requirements such as spare parts and special tooling.
95. The City will contact references to verify bidder's ability and skill to perform the work required based on: past work of similar nature, quality of work, proactive nature of work crew, adherence to the project's production schedule and proposed price constraints, and references' experience if the contractor has character, integrity, and a reputation for good judgment.
96. If the city's evaluation yields a concern with the potentially recommended bidder's ability, the City reserves the right to require a Performance Bond at no additional cost to the city.
97. Should identical low, responsive and responsible bids be received from two or more Bidders, the City shall exercise one of the following tie breaking methods:
- a. Tie Bid (two suppliers): The Procurement Officer, with a witness present, may flip a coin with heads representing the Offeror whose name appears first in alphabetical order. If the

toss is heads, said Offeror will receive the recommendation to award.

- b. Tie Bid (three or more suppliers): The Procurement Officer, with a witness and each vendor present, shall shuffle a new deck of playing cards and have each Offeror cut the cards. The Offeror who cuts the highest card (with Ace high) shall be recommended for award.

#### **Award:**

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98. Except as otherwise stated, bidders will be awarded within ninety (90) days from the opening date.
99. Award is based on the lowest responsive responsible offer; offering the lowest life-cycle cost; providing the best overall value to the City; and deemed most advantageous to the City, price and other factors considered.
100. When there is a Base Bid and Alternates, the low bidder shall be the lowest responsible and responsive bid submitted for the Base Bid and Alternate A. If all Bids and Alternate A exceed the project budget, the city reserves the right to award to the bidder presenting the best alternatives for the city.
101. When there is a Base Bid and Options, the low bidder shall be the lowest responsible and responsive bid submitted for the best combinations for the city.
102. The City reserves the right to award by item, part or portion of an item, group of items, in the aggregate, or to reject any and all offers in whole or in part according to the best interests of the City.
- c. Bidder may restrict their offer to consideration in the aggregate by so stating on the proposal form, but must name a unit price on each item.
103. The successful Bidder may be required to enter into a contract with the City of Wheaton covering all matters set forth in the solicitation document, and addenda.

#### **Requirements if Awarded the Work:**

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##### **Registration**

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104. The successful supplier, prior to the execution of the order, or no later than 10 days after receipt of the award document, must be registered to do business in the City of Wheaton and the State of Illinois.

##### **Insurance:**

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105. The successful Bidder, if awarded by contract, will be required to carry insurance acceptable to the City. (*reference Contract Addendum 1*).
106. Certificates of Insurance, Endorsements, and a Waiver of Subrogation must be submitted with the execution of the contract.

107. The Bidders obligation to purchase stated insurance cannot be waived by the city's action or inaction.

##### **Bonds:**

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108. The successful bidder, if awarded by contract, may be required to provide a bond/bonds. Said bonds must be through a bonding company listed on the Department of the Treasury's Listing of Certified Companies  
[http://www.fms.treas.gov/c570/c570\\_a-z.html](http://www.fms.treas.gov/c570/c570_a-z.html).
109. Surety must be in compliance with any bond requirements mandated by the State of Illinois.

##### **Security Clearance:**

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110. Background checks inclusive of finger printing MAY be required for contractors servicing secured areas. Contractors will submit a list of employees' names to the Project Manager who will coordinate the background checks with the police department. Said list should include staff to cover absences or reassignment.
111. 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.
112. The contractor shall be responsible for all personnel engaged in the work. Contractor must ensure that: said personnel have been completely and satisfactorily cleared by the City of Wheaton for work within secure areas; a sufficient amount of backup or relief personnel to cover absenteeism or replacement have been completely and satisfactorily cleared or work; equipment and personnel do not enter facilities except as required during the progress of the work.
113. The City reserves the right to request removal of any contractor's employee upon submitting proper justification should such action be considered necessary to the best interests of the City. Contractor is permitted to add/replace personnel with approved backup personnel, or reassign personnel already cleared by the City for work within secure areas. The City must be provided written notice prior to time of replacement.

##### **Audit:**

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114. The successful Bidder 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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115. Any Bidder who claims to be aggrieved in connection with a solicitation, the selection process, a pending award, or other reasonable issue may initiate a protest.
- Protests involving the solicitation process or stated requirements 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.
  - 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.
116. 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).
117. 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.
- 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 Bidder filing the protest.

- 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.
118. Upon receipt of the notice of protest, the Procurement Officer shall stop the award process.
- The Procurement Officer will rule on the protest in writing within two business days from receipt of protest.
  - 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.
  - The City Manager's decision is final.

#### **Other Entity Use:**

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119. Although this solicitation is specific to the City of Wheaton, Offerors have the option of allowing this offer, if awarded by the City to the Offeror, to be available to other local entities and agencies within the DuPage-Kane-Cook-Will and Kendall Counties. If the successful Offeror and the interested entity/agency mutually agree on the Terms and Conditions, inclusive of pricing, both parties may perform business under the authority of this solicitation and contract.
120. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city, municipality or agency; nor will any city or municipality or agency be obligated for any bills incurred by any other city or municipality or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Supplier.

### ***END OF GENERAL INSTRUCTIONS REGARDING THE SOLICITATION OF CONTRACTED SERVICES***



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## GENERAL TERMS AND CONDITIONS FOR CONTRACTORS

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### Contract Administration:

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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 contracted services in accordance to the terms and conditions and specifications 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 equipment, materials and project progress; address any quality issues and change orders; verify schedule of Values, output, schedule status; conduct random inspections.
4. The contractor will provide name and contact information of key contact to the Project Manager for use during time of emergency or at any hour city staff sees fit to do so.
  - a. If security clearance is required for this work, it will be pursued at this time.

### Communications Plan

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5. The Contractor shall designate an individual who must be present, at all times, on the site and who will serve as the Contractor's authorized representative throughout the completion of the Work and who shall be readily available to respond to communications. This individual must be a competent, English-speaking individual who is capable of reading and understanding the Contract Documents. This representative shall be subject to receive instructions and have full authority to execute the directions, without delay, and promptly supply any necessary labor, equipment, material or incidentals to do so. If any person employed shall refuse or neglect to obey the directions of the Project Manager, in anything relating to the Work, or shall appear to be incompetent, disorderly, or unfaithful, he/she shall, upon request of the City, be at once discharged and shall not be employed again on any part of the Work.
6. The Contractor shall provide the name and phone number of the Contractor's representative who, in the case of an off-hours emergency can be readily accessible and be available for quick response to the site. If that person does not respond within the period of time requested all reasonable costs, including the payment of overtime wages or charges, shall be deducted from payments due the Contractor. Contractor shall immediately notify the Project Manager in writing of any change in the identity and telephone number of the Contractor's representative.
7. The contractor is required to provide the City's project manager with written/e-mailed bulletins addressing the status of the project throughout the life of the contract.
8. The bulletins shall cover all work performed and completed and shall confirm the schedule of the work yet to be performed. It shall also state any assumptions and/or exclusions.
9. The bulletin shall identify problems encountered, or still outstanding, with an explanation of the cause and resolution of the problem or how the problem will be resolved.
10. The contractor will be responsible for conducting status meetings with the project manager as scheduled. The meetings can be in person or over the phone, at the discretion of the city.

### Documents:

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11. Contractor is to maintain at the job site a complete and current set of drawings, plans and contract documents; bulletins, supplemental instructions, proposals, change orders, subcontractor's proposals, suppliers invoices, all written requests and responses to each required change...
12. All documents must accurately reflect the current status of all pertinent data including changes in the line item quantities and contract sum attributed to change orders.
13. All documents are to be available to the Project Manager.
14. All documents are to be available for auditing purposes, FOIA, and other reasons necessitated by the city.

### Material and Equipment:

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15. If the offer identifies an item by manufacturer's name, trade name, catalog number, or reference, the contractor shall furnish the item so identified and shall not propose to furnish an "equal".
16. If the identified item is no longer available, the City must approve any proposed "equal" prior to order placement. The City will not incur any additional costs for the "equal".
17. All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
18. Contractor must provide documentation that any and all Hazardous Material created during the performance of the project work has been disposed of or recycled in compliance with all Illinois Administrative Code Title 35, Part 733 "Standards for Universal Waste Management", and other applicable State, Federal and local regulations.
19. All material or equipment furnished shall meet the minimum requirements of Occupational Safety & Health Standard (OSHA) published in the Federal Register, U L or other nationally recognized certifying body.

#### Substitutions:

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20. No substitutions will be considered after Notice of Award except under one or more of the following conditions:
  - a. Substitution required for compliance with final interpretations of code requirement or insurance regulations
  - b. Unavailability of specified products, through no fault of the contractor.
  - c. Subsequent information discloses inability of specified product to perform properly or to fit in designated space.
  - d. Manufacturer /fabricator refusal to certify or guarantee performance of specified product as specified.
  - e. When a substitution would be substantially to owner's best interest.
21. Substitutions will not be considered when items are indicated or implied on shop drawings or product data submittals without formal request.

#### Requests for Substitution:

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22. Submit request for substitution to the attention of the Project Manager. Include documentation confirming compliance of proposed substitution with contract documents
  - a. For products include: Product description and identification, manufacturer's name and address, manufacturer's literature, performance and test data, reference standards, samples, name and address of similar projects on which product was used and dates of installation
  - b. For construction methods include: detailed description of proposed method, drawings illustrating methods, itemized comparison of proposed substitution with product or method specified, statement regarding the affect of the substitution to the construction schedule
23. Identify: changes or coordination required, other contracts affected, accurate cost data on proposed substitution in comparison with product or method specified.
24. Contractor attests that he has personally investigated proposed product or method and determined that it is equal or superior in all respects to that specified; that he will provide the same guarantee for substitution as for product or method specified; that he will coordinate installation of accepted substitutions into the work, making all changes for work to be complete in all respects.
25. Cost data must include all related costs under contract but excludes owner's redesign, administrative costs of owner, costs under separate contracts.
26. Contractor will pay all additional costs and expenses for owner and other contractors.
  - a. Acceptance of substitution will require substantial revision of plans, drawings and contract documents for all related projects.

#### Delivery and Storage:

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27. Deliveries of documents, materials, equipment etc. are between the hours of 8:30 A.M. and 3:00 P.M. Monday through Friday, excluding holidays, unless otherwise stipulated.
28. Failure to deliver within a reasonable lead-time as determined by the city, shall constitute authority for the Procurement Officer to purchase in the open market items of comparable grade to replace the items not delivered.

29. Contractor is to accept material and equipment delivered to the job site and is responsible to store all items in accordance with the manufacturer's written instructions, handling, and protection from weather, damage and theft for the duration of the contract. Contractor shall be responsible for losses.
30. Material delivered shall remain the property of the Contractor until:
- a. A physical inspection and actual usage of the material is made and found to be acceptable to the City; and
  - b. Material is determined to be in full compliance with the solicitation documents and executed contract.
  - c. Where circumstances or conditions exist preventing effective inspection of the goods at the time of delivery, the City of Wheaton reserves the right to inspect the goods within a reasonable time subsequent to delivery.
31. Contractor assumes full responsibility for protection and safekeeping of the contractor's own materials and equipment stored on premises, and move, if necessary, all stored products which interfere with operations of the city.
32. Unless otherwise specified, packaged material shall remain in original containers with labels intact and seals unbroken.
33. The contractor shall submit a **Material Safety Data Sheet (MSDS)** prior to or at the time of delivery for any/all toxic substances per Public Act 83-240, OSHA standards or any other applicable law.

#### **Nonconforming Materials:**

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34. In the event the delivered material is not in compliance to the specification documents and executed contract, the City will reject the material.
35. Contractor shall remove rejected materials at his expense promptly after notification of rejection.
36. Contractor shall provide replacement of rejected articles immediately. If replacement is not timely, as determined by the city, the Procurement Officer will purchase in the open market items of comparable grade to replace the items not replaced and the Contractor shall reimburse the City for any expense incurred in excess of contract prices. Such purchases shall be deducted from contract quantities.
37. The city reserves the right to either: cancel the order; request contractor to issue credit to the city; or deduct such amount from monies owed.
38. Should public necessity demand it, the City reserves the right to use or consume items delivered which are substandard in quality, subject to an adjustment in price to be determined by the Procurement Officer.

#### **Warranty / Guarantee Period:**

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39. The Contractor warrants that all goods furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications, or standards incorporated herein, and/or defects in goods are free from defects in design. Contractor also warrants the goods are suitable for and will perform in accordance with the purposes for which they were intended.
40. The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract or by law.
41. Unless otherwise specified, the contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year (Guarantee Period) from date of installation close out.
42. If within the Guarantee Period any defects or signs of deterioration are noted which, in the opinion of the City, are due to faulty design and installation, workmanship, or materials, the City shall notify the contractor. At the contractor's expense, the Contractor shall repair or adjust the equipment or parts to correct the condition, or replace the part or equipment to the complete satisfaction of the city.
- a. Replacement parts of defective components shall be supplied at no cost to the City. Shipping costs for defective parts required to be returned to the contractor shall be paid by the contractor.

#### **Manufacturer's Requirements:**

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43. All work must be performed according to manufacturer's stated recommendations.
44. If manufacturer's stated recommendations conflict with specifications, issues should be addressed in writing to the Project Manager prior to proceeding with any work.
45. If manufacturer's stated recommendations include required services not listed within the specifications, said services must be considered as inherent to the city's specifications and offers should include said services.
46. All work is to be performed consistent to industrial performance standards.

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## **Permits and Licenses:**

- 47. The successful contractor shall be responsible for obtaining, at their own expense, all permits and licenses which may be required to complete the contract.
- 48. Contractor represents that it, its employees, agents and subcontractors shall hold all required licenses, permits, qualifications and certificates, and have duly registered and otherwise complied in all respects with all applicable federal, state and local laws, regulations and ordinances applicable to the performance of this contract.

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## **Contractor Use of Premises**

- 49. Confine operations at site to areas permitted by all laws, ordinances, and permits, as well as the contract documents.
- 50. The contractor shall control operations to avoid interference with normal traffic flow on and around the site; when necessary provide barriers, warning lights, and signs as required to protect workmen and the public.
- 51. Limit use of premises for work, storage of material and equipment, and parking of worker's automobiles.
- 52. Conduct operations in a manner that avoids interference with use of the building and building operations and which protects persons and property.
- 53. If utility shut-down is required, provide Project Manager two (2) days advanced warning and estimation of duration of required utility shutdown.

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## **Utility Location**

- 54. The contractor must exercise extreme caution while working around existing utilities. The contractor shall notify J.U.L.I.E., utility companies, and the Project Manager before commencing construction work around utility locations within the scope of the project.

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## **Contractor Identification**

- 55. For security purposes, all contracted service providers must be clearly identified with company photo id and company apparel.
- 56. Upon Project Manager's approval, contractors requiring unrestricted mobility within designated facilities will require a City of Wheaton Contractor photo id.
- 57. Contractor's advertising decals, stickers or other signs shall not be affixed to equipment or visible to the public.

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## **Manuals and Documents**

- 58. The contractor shall submit to the owner such operating and maintenance manual and repair part lists as required by the nature of the work.

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## **Cleaning:**

- 59. Contractor shall maintain premises and public properties free from accumulation of waste, debris, and rubbish caused by construction operations. Cleaning and disposal operations must comply with Federal, State and local ordinances and anti-pollution laws.
- 60. Provide on-site metal containers for collection of waste materials, debris and rubbish.
- 61. At completion of work: sweep paved areas broom clean; remove waste materials, rubbish, tools, equipment, machinery and surplus materials; clean all sight-exposed surfaces and leave project area clean and ready for use; clean the project site, yard, grounds and landscaped areas; remove petro- chemical spills, stains and other foreign deposits; clean plumbing fixtures to a sanitary condition, free of stains
- 62. Touch-up and otherwise repair and restore marred exposed finishes and surfaces.

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## **Safety and Health**

- 63. All Occupational Safety and Health Administration (OSHA) standards apply.
- 64. Store volatile wastes in covered metal containers and remove from premises daily.
- 65. Provide adequate ventilation during use of volatile or noxious substances.

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## **Change Order Procedure**

- 66. The city reserves the right to make changes in the plans and specifications 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, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

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## **Bulletins**

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67. From time to time during progress of the work, the city may issue a bulletin which interprets the contract documents or order minor changes in the work without change in contract sum or contract time.
- a. Issuance of a bulletin is not to be considered a change order authorizing additional work or affecting project time table. Such changes require a proposal, review, and if approved, a change order.
68. Should the contractor consider that a change in the specified work, the contract sum or contract time is required; he shall initiate a change order and submit to the Project Manager for documented approval before proceeding with the work.

#### **Change Orders**

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69. Issuance of a statement, or verbal approval, is not to be considered a Change Order and is not authorization to proceed.
70. Change orders will be numbered in sequence and dated.
71. Approved Change Orders are required with any/all changes in, the specified work, the contract sum, the time for completion, or any combination thereof.
72. Change orders will describe the change or changes, will refer to the bulletin(s) and proposal(s) involved, and will be signed by the city and the contractor prior to implementing the change.
73. 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 via contract amendment.
  - b. Additional requests for additional costs and/or extensions of time for previously proposed and accepted items will NOT be granted after initial acceptance.
74. The contractor will take measures to ensure contractors and sub-contractor's staff is familiar with the procedures for processing change orders.

#### **Payment:**

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75. Authorization of payment requires receipt of contractors invoice, acceptance of product/services and receipt of other required paperwork such as: certificate of origin, MSDS, Waivers and Liens, Certified Payroll (if applicable).
76. Retainage in the amount of ten percent (10%) of a payment request will be deducted from the amount determined for the first fifty percent (50%) of the project for major projects. Retainage will be held until
- a. All defective work has been remedied.
  - b. All work is 100% final and the City's project manager has formally accepted the work.
  - c. All waivers, liens, certified payrolls, warranty documents and other required documentation are provided.
  - d. Or, if the work is fifty percent (50%) completed, satisfactory and on schedule, upon the discretion of the Project Manager. In such a case, the city will continue to retain no less than five percent (5%) of the total adjusted contract price.
  - e. Retainage will not apply to payments for Bonds and Mobilization.
77. 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 product or service delivery (preferred); or
  - c. Via supplier generated invoice.
78. 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.

#### **Contractor Service Issues:**

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79. Recourse for non-compliant construction services shall be managed, in any order, via (a) Punch List, (b) Retainage and/or (c) Performance Bonds.

#### **Liquidated Damages:**

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80. Delivery delays beyond the contract delivery date will result in added expense to the city. The city shall be paid damages for such delay. Inasmuch as the amount of damage is extremely difficult to ascertain, the contractor agrees to compensate the city in the amount specified in the document entitled Special Terms and Conditions for Contracted Services in the section entitled Liquidated Damages.

81. This amount shall be fixed as liquidated damages that the City will suffer by reason of such delay, and not as a penalty.

82. The City shall have the right to deduct and retain the amount of such liquidated damages from any monies due the contractor.

83. The contractor shall be entitled to a reasonable extension of time for unavoidable delay in delivery due to causes not reasonably foreseeable by the parties at the time of the contract execution, and that are entirely beyond the control and without the fault or negligence of the contractor, including, but not limited to, acts of god or the public enemy, war or other national emergency making delivery temporarily impossible or illegal, acts or omissions of other suppliers, strikes and labor disputes not brought on by any act or omission of the supplier, fire, flood, epidemics, quarantines, or freight embargoes.

#### Process to Terminate

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84. 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.

85. 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 CONTRACTORS***

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## *SPECIAL TERMS AND CONDITIONS FOR CONTRACTED SERVICE WHEATON CITY HALL STANDBY GENERATOR REPLACEMENT*

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### **Objective:**

The purpose of this project is to replace an undersized standby facility generator with a higher capacity unit.

### **Location:**

The standby generator is located at Wheaton City Hall, 303 West Wesley St., Wheaton IL, outside the West side of the building.

### **Deliverables:**

The successful contractor will provide all labor, equipment and materials to complete the installation, start-up and testing for the replacement standby generator. Target date for project completion is no later than April 14, 2017. Contractor shall provide a minimum of a two-year warranty on components and installation.

### **Roles and Responsibilities:**

Successful contractor will coordinate project management with Sam Webb, Fleet Maintenance Superintendent, at [swebb@wheaton.il.us](mailto:swebb@wheaton.il.us), or (630) 260-2119.

### **Communications Plan**

The contractor will provide written/e-mailed contract updates as per instructions outlined under General Terms and Conditions for Contractor section, items #5 through #8.

### **Selection Criteria**

Proposals will be evaluated based on the following criteria:

1. Project cost
2. Scheduling: Timeliness in completing the project is a crucial element in the evaluation process. Proposals that include an expedited schedule for completing the project before April 14, 2017 will be given additional consideration
3. Contractor's ability to comply with the specifications, installation and testing requirements as outlined in the Statement of Work
4. Qualifications of the contractor
5. References and track record of performance
6. Compliance to City Contract (Go/No Go)

### **Submit**

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

7. Proposals shall include a detailed description of contractor's experience and technical capabilities for performing all project requirements as described in the statement of work. Provide references for at least three (3) municipal organizations for which you have completed projects of similar size and scope in the past two years.
8. Manufacturer's specification sheets, data sheets, operator's manual and other technical documentation for the generator being proposed are required.
9. Contractors shall specify the lead times for ordering generator equipment and all associated components. Include a schedule for completing the project.

10. Explanation of the warranty terms and duration must be included.

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

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11. Complete the Proposal Page which details the cost for services. Please be very explicit in listing and describing services or items not covered in the proposal fee amount. If necessary, add additional comments to describe your fee structure (i.e. all-inclusive, travel expenses, printing of reports, mailing, etc.).
12. Proposals should include a total "Not to Exceed" contract proposal amount.
13. To facilitate possible Change Orders, provide a list of hourly rates by job title.

### **Work Hours:**

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14. Work Hours: Monday - Friday 7:00-3:30 or with the approval of the Project Manager.
15. Labor charges are as follows:
  - a. Straight Time (Monday-Friday 7:00am-3:30pm);
  - b. Over Time (Monday-Friday before 7:00am and after 3:30 pm; and Saturday);
  - c. Premium Time (Sunday and City defined Holidays). City holidays are posted on the City's web site at [www.wheaton.il.us](http://www.wheaton.il.us).
16. The contractor shall notify the Project Manager at least 48 hours prior to initial start of operations, and prior to any temporary cessation and resumption of operations.

### **Prevailing Wage:**

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17. Illinois Prevailing Wage Act 820 ILCS **does apply**
18. Reference the Illinois Department of Labor website for a listing of current prevailing wage rates for DuPage County  
<https://www.illinois.gov/idol/Pages/default.aspx>
19. Certified Payroll is required with each invoice.
20. Waivers of Lien
  - a. The first Application for Payment shall be accompanied by the General Contractor's partial waiver of lien, called Waiver of Lien to Date, for the full amount of payment due.
  - b. Each subsequent Application for Payment shall be accompanied by the General Contractor's Waiver of Lien to Date, plus the partial waivers of lien of Labor, Subcontractors and Material Suppliers who were included in the immediately preceding Application for Payment to the extent of that payment.
  - c. The final Application for Payment must be accompanied by the Final Waiver of Lien for the full amount of the Contract from the General Contractor, Labor, Subcontractors, and Material Suppliers, including those who have not previously furnished such final waivers.

### **Bonds:**

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21. A **Bid Bond / Bid Deposit** is not required with the offer.  
A **Performance Bond** of one hundred ten percent (110%) of the full contract price **is required** for the faithful fulfillment of the contract; for the protection of the City from all liens and damages arising out of the work - for all Public Works projects in excess of \$10,000 or Threshold.
22. **Bond Certificates must be submitted with the signed contract, i.e. no later than 10 days after receipt of award document.**

### **Insurance Requirements:**

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23. Reference Contract Addendum 1

### **Cost Structure:**

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24. Fixed Fixed/NTE \$/\_\_\_ ( quantity) Labor Cost/hr ( /hrs) T&M( /hrs)



25. Method of Payment (Partial payment based on progress/phases)

**Invoices:**

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26. All invoices must reflect the following applicable information: the Contract Number, the name of the Project, the Name of the Contractor, and the services/deliverables with the price depicted in the same format as the offer.
27. ***For work quoted as Time and Material:***
  - a. Time: The contractor shall break down by phase (if applicable) and describe all work and costs by subcontractors and general contractor in terms of trade, subtotal and total.
  - b. All material costs listed within the invoice and/or specifically called out for within the specification must be itemized on the invoice and accompanied by contractor's supplier's invoice. Material mark-up may not exceed fifteen percent (15%).
  - c. Overhead and Profit shall be invoiced at the price stated on the successful bidder's offer and the award document.
28. ***For unit cost:*** Payment will be based on the actual quantity of work completed or product delivered at the unit price specified on the successful bidder's offer and the award document.
29. ***For Fixed Price Contract based on Deliverables:*** The contractor shall itemize the Deliverable, the date completed and the date of the Project Manager's acceptance.

**For Internal purposes:**

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30. **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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31. Verification of quality and completion of service
32. Completion of Punch List and all areas of non-compliance or incomplete tasks
33. Final Payment: Prior to authorization of Final Payment, the following documents must be submitted:
  - a. Completed Waivers and Liens
  - b. All Certified Payrolls
  - c. Documented completion of the Punch List
  - d. Statements of Warranty
  - e. Receipt of Operation and Maintenance manuals
  - f. Certificate of Origin
  - g. As Built Drawings
34. Written approval of the City's Project Manager

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

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## *STATEMENT OF WORK*

### *WHEATON CITY HALL STANDBY GENERATOR REPLACEMENT*

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MANDATORY PRE-BID MEETING:	Tuesday, November 29, 2016, at 9:00 a.m.
LOCATION:	City Hall, 303 W. Wesley Street, Wheaton IL 1 <sup>st</sup> Floor North Entrance Elevator Lobby
BID OPENING:	Tuesday, December 13, 2016 at 11:00 a.m.
LOCATION:	City Hall, 303 W. Wesley Street, Wheaton IL 2 <sup>nd</sup> Floor Council Chambers

#### OVERVIEW:

1. The existing standby generator is a 100-kilowatt capacity unit directly connected to a natural gas fueled engine, skid type mounted, housed in a sound reducing steel cabinet enclosure, and attached to a concrete platform. The replacement unit will be 130 KW, 120/ 208VAC, 3 phase, 60 HZ, 0.8 PF, like in construction and mounting as the unit being replaced.
2. The City of Wheaton will retain the existing generator and associated equipment.
3. The City of Wheaton will ensure the natural gas supply to the building is adequately sized for the proposed standby generator installation.
4. The successful contractor will be responsible for:
  - a. Ensuring all equipment and installation of equipment will follow and comply with existing codes, ordinances, industry best practices, etc.
  - b. All installed equipment will have appropriate industry standard certification by an established manufacturer's association or certifying body such as UL, NEMA, etc. for the application utilized.
  - c. Evaluating, determining, and providing the appropriate size natural gas supply required for the new generator unit to properly work in conjunction with existing natural gas demands from other building equipment.
  - d. Removing the existing equipment and placing upon a City owned trailer
  - e. Ensuring that all equipment and controls are compatible with the incoming power supply
  - f. Furnishing and installing the new standby generator unit as specified
  - g. Furnishing and installing a cabinet enclosed manual disconnect switch at the main power supply on the exterior of the City Hall building that will have the capability (1) to disconnect line power from the building and (2) for a temporary generator unit to be easily tapped into the system and connected to the building's power via the manual switch
  - h. Making all necessary connections of appropriate size and capacity
  - i. The startup and testing of the standby generator system to ensure proper system operation as determined by a designated City representative
  - j. Providing a minimum of a two-year warranty on components and installation

#### SPECIFICATIONS:

5. Generator and Engine:
  - a. Air Cleaner:
    - Engine mounted dry type air cleaner of sufficient capacity

- b. Starting System:
  - 12-volt DC starting system with lead- acid type battery(ies) of sufficient capacity to crank the engine at enough speed to allow starting in ambient temperatures between – 25 and +100 degrees Fahrenheit
  - Automatic controls to initiate engine starting when line power is interrupted
  - Starter over-crank protection
  - Automatic engine stop controls
- c. Battery Charger:
  - Output current rating of at least 1/20<sup>th</sup> of ampere hour capacity of battery and capable of automatically switching between low rate mode and high rate mode
  - Solid state rectifiers, DC voltmeter and ammeter, 120 V AC input, fused input and output
- d. Cooling System:
  - Unit mounted radiator of sufficient capacity for size of unit and operating conditions
  - Coolant to be extended life type with freeze protection to -40 degrees Fahrenheit minimum
  - Engine driven water pump with mechanical thermostat
  - Thermostatically controlled 120 V single phase circulation type coolant heater to provide manufacturers recommended engine temperature for a 10 second start time in -5 degree Fahrenheit ambient temperature
- e. Engine Mounted Instruments:
  - Fuel pressure
  - Oil pressure
  - Oil temperature
  - Cooling system temperature gauges
- f. Safety Controls:
  - Automatic shutdown feature in the event of low oil pressure, high cooling system temperature, and over-speed or over- crank conditions
  - Malfunction alarms for loss of AC line power, low and high battery voltage, and loss of battery charging
- g. Generator:
  - Brushless, 4 or 6 pole drip proof revolving field type with permanent magnet excitation, 2/3 pitch stator, direct- coupled rotor, class 'H' insulation
  - Minimum continuous standby ratings are required to be substantiated by the generator manufacturers standard published curves and conform to NEMA MG-1 specification. Special or maximum ratings are unacceptable.
  - Rated to serve up to 50 percent non-linear load without exceeding standard NEMA temperature rise
  - Minimum efficiency: 92 percent at 50 to 110 percent nominal standby rating, less than 30 percent instantaneous voltage dip at full load and rated power factor
  - Stator and rotor: 130 degree 'F' temperature rise, minimum class 'F' insulated, with 100 percent epoxy vacuum impregnation and overcoat of resilient insulation material to reduce possible fungus or abrasive deterioration
- h. Stator to be directly connected to engine flywheel housing
- i. Drive rotor will be connected though a semi-flexible flange to ensure permanent alignment
- j. Generator will be ventilated with a suitable blower, air inlet and outlet openings

- k. A junction box will be provided of adequate size to accommodate flexible conduit for generator leads out of the bottom on either side of the generator.
- l. Generator drive will be free of critical torsional vibration within operating range
- m. Provide generator mounted main circuit breaker. Solid state molded case type. Ratings as required by code. Shunt trip. Provide auxiliary contact for remote breaker status indication.
- n. Generator Instruments and Controls:
  - Generator mounted NEMA type 1 illuminated, vibration isolated instrument and control panel(s).
  - AC voltmeter and phase selector switch
  - AC ammeter and phase selector switch
  - Frequency meter
  - Run-off-auto engine, start-stop control switch
  - Emergency stop
  - Run time meter
  - Governor control rheostat
  - Voltage level adjustment rheostat
  - Cool down time delay 0-15 min. adjustable
  - Cycle cranking control
  - Minimum red shut down indicator lights as follows:
    1. Over-crank
    2. Over-speed
    3. Low lubricating oil pressure
    4. High engine water temperature
  - Minimum amber alarm indicator lights as follows:
    1. Control Switch off manual position
    2. Low engine water temperature (less than 70 deg. F)
    3. Battery charger malfunction
    4. Low battery voltage
  - Minimum amber pre-alarm indicator lights as follows:
    - High engine water temperature
    - Low lubricating oil pressure
- o. Common dry type contact and audible alarm to indicate when one or more alarm or pre-alarm conditions exist
- p. Voltage Regulator:
  - SCR type, to maintain a 2 percent voltage regulation from 0 to full load with steady state modulation not exceeding ½ percent
  - Automatic protection against short circuits on system
  - Permit unit to operate at no load below rated frequency for engine start-up and shut-down procedures
  - Provide voltage level and gain controls for operating adjustments
  - Provide voltage level control with minimum range of plus or minus 5 percent from rated voltage
  - Mount regulator, volts per hertz type, in generator housing on suitable vibration isolators



- q. Common dry type contact and audible alarm to indicate when one or more alarm or pre-alarm conditions exist
- r. Vibration isolator system consisting of engine and generator mount isolators with or without additional mechanical spring isolators and/or rubber pads to control both high and low frequency vibration between major components, sub base, and structural foundation and to provide required vibration isolation for the seismic zone of the project
- s. Enclosure cabinet and exhaust silencing to be rated for a residential setting
- t. Provide adequate guarding of rotating, hot or other hazardous machine parts
- u. Provide manufacturers recommended spare parts
- v. Provide two copies of each of: Engine and generator operation, maintenance, and repair manuals in printed and electronic form.
- w. Provide a minimum of two hours of manufacturer's technical representative's time for on-site operation and maintenance training for City staff.

6. Installation:

- a. Install all components as indicated and in accordance with manufacturer's recommendations and instructions
- b. Unit to be mounted on existing concrete pad
- c. Provide and install any underground conduits and wiring between new generator and transfer switch. All work to be completed in accordance with applicable standards and to ensure proper operation.
- d. Employ generator manufacturer's field service representative(s) to:
  - Inspect equipment and installation
  - Supervise pre-startup and installation checks
  - Conduct initial startup of equipment and perform operational checks
  - Provide a written statement that the manufacturer's equipment has been installed properly, started, and is ready for operation

7. Testing:

- a. In addition to factory testing, two load bank tests and one cycle crank test will be conducted. Load bank tests shall be for continuous operation of no less than two hours each
- b. Test one:
  - With prime mover in a "cold start" condition and emergency load at normal operating level, initiate a power failure by opening all switches and breakers supplying normal power to the facility
    - 1. Observe and record delay on engine start
    - 2. Observe and record the cranking time(s) required to start and run prime mover
    - 3. Observe and record the time required for the prime mover to attain operating speed
    - 4. Record voltage and frequency overshoot of prime mover
    - 5. Observe and record time required to achieve steady- state condition with all switches transferred to emergency position
    - 6. Record voltage, frequency, and amperes
    - 7. Record fuel pressure, oil pressure, water temperature and battery charge rate at five minute intervals for the first 15 minutes and every 15 minutes thereafter

- Return normal power to facility, record time delay on retransfer to normal and cool down time delay
- c. Test two:
  - Immediately after completion of test one start prime mover and upon reaching rated RPM pick up 100 percent of nameplate KW rating in one step
    1. Observe and record the cranking time(s) required to start and run prime mover
    2. Observe and record the time required for the prime mover to attain operating speed
    3. Record voltage and frequency overshoot of prime mover
    4. Observe and record time required to achieve steady- state condition with all switches transferred to emergency position
    5. Record voltage, frequency, and amperes
    6. Record oil pressure, water temperature and battery charge rate at five minute intervals for the first 15 minutes and every 15 minutes thereafter
- d. Cycle Crank Test:
  - Utilize any method recommended by manufacturer to prevent prime mover from running. Put control switch into “run” position to cause prime mover to crank
  - A complete cranking cycle shall consist of an automatic crank period of approximately 15 seconds duration followed by a rest period of approximately 15 seconds duration. Upon starting and running of the prime mover further cranking shall cease. Two means of cranking termination shall be utilized so that one will act as a backup to the other to prevent inadvertent starter engagement. Cranking limiter time shall be 75 seconds for a cycle crank.
- e. Furnish load banks of required ratings necessary for tests.
- f. Record engine fuel consumption by means of test equipment.
- g. Test all safeties specified for generator instruments and controls as recommended by manufacturer and as required to verify proper operation.
- h. Automatic Transfer switch:
  - Simulate power outage by opening normal source overcurrent device
  - Verify engine generator starts and switch transfers in the specified time
  - Close normal source overcurrent device to simulate the return of normal power
  - Verify the switch retransfers and engine generator shuts down in the specified time

***END OF STATEMENT OF WORK***

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## PROPOSAL: WHEATON CITY HALL STANDBY GENERATOR REPLACEMENT

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

***PLEASE SUBMIT 2 Original Proposals AS FOLLOWS:***

Labeled Envelope	Information to be included
PROPOSAL FOR SERVICES	Contractor experience, credentials, technical capabilities, references
	Manufacturer's specification sheets, data sheets, operator's manual, other technical documentation for generator system
	Lead times and schedule for project completion
	Warranty
COST PROPOSAL	This Proposal Page
	Certificate of Compliance
	Contractor Submittal Requirements

***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:

**GENERATOR EQUIPMENT**      \$ \_\_\_\_\_

- Include all components and accessories for a complete generator system

**INSTALLATION**      \$ \_\_\_\_\_

- Include all costs for delivery, installation, start-up and testing of generator

**TOTAL COST**      \$ \_\_\_\_\_

To facilitate possible Change Orders, provide a list of hourly rates by job title.

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**CERTIFICATION OF COMPLIANCE**  
**WHEATON CITY HALL STANDBY GENERATOR REPLACEMENT**

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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 PROPOSAL**

---

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 PROPOSAL – DO NOT OPEN**

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**PROPOSAL FOR:**

***Wheaton City Hall Standby Generator  
Replacement***

---

***PROPOSAL FOR SERVICES***

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

---

**Sealed Proposals Due: Tuesday, December 13, 2016 prior  
to 11:00 am local time**

**Public Bid Opening: Tuesday, December 13, 2016 at 11:00  
am local time**

---

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**TO BE OPENED BY PROCUREMENT OFFICER**

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**MAIL TO:**

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

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**CUSTOMIZED MAILING LABEL FOR SEALED PROPOSAL**

---

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 PROPOSAL – DO NOT OPEN**

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**PROPOSAL FOR:**

***Wheaton City Hall Standby Generator  
Replacement***

---

***COST PROPOSAL***

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

---

**Sealed Proposals Due: Tuesday, December 13, 2016 prior  
to 11:00 am local time**

**Public Bid Opening: Tuesday, December 13, 2016 at 11:00  
am local time**

---

---

**TO BE OPENED BY PROCUREMENT OFFICER**

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---

**MAIL TO:**

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

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## CONTRACTOR SUBMITTAL REQUIREMENTS WHEATON CITY HALL STANDBY GENERATOR REPLACEMENT

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The Contractor shall attach to this proposal:

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☒ ***This completed form***

☒ ***Evidence of Experience and Capabilities:***

Experience as evidenced by a listing of five (5) references which demonstrate previous successful projects

1. completed by the installer for comparable systems during the last three (3) years.

*Complete:*

*Years in business:* \_\_\_\_\_ *Years in business under this name:* \_\_\_\_\_ *Years performing this type of work:* \_\_\_\_\_

2. Work History

*Complete:*

*Value of work: completed in past 12 months: \$* \_\_\_\_\_ *now under contract: \$* \_\_\_\_\_

*Number of Clients: serviced in past 12 months: \$* \_\_\_\_\_ *now under contract: \$* \_\_\_\_\_

☒ ***Work Specific Knowledge and Ability***

3. A certification from the product manufacturer stating that the installer has been trained and approved in the installation of the produce to be used. Certification letter shall be dated within twelve (12) months of bid date.
4. Manufacturer's product literature, installation recommendations, technical data sheets for each product used, including ASTM test results indicating that the product conforms to and is suitable for its intended use per these specifications.
5. Manufacturer's certification that the products to be used meet the applicable referenced standards and these specifications.
6. Attach a list of the areas of work that will be performed by a sub-contractor.

☒ ***Availability and Lead Time***

7. Affidavit of Availability

☒ ***Labor Rates (to be reflected on the Price Proposal)***

8. Hourly rates (straight time, Overtime, Premium time) should be itemized for each trade and quantified with the projected number of hours expected from each.
9. A total not-to-exceed price shall be reflected.
10. If projects are structured by phases, pricing should be broken down and reflected per each phase.
11. To facilitate possible Change Orders, provide a list of hourly rates by job title.

☒ ***Safe Risk***

12. An Insurance Certificate as evidence that the company is insured
13. Warranty Statement

*Complete:*

Has your firm:	Failed to complete a contract?	<b>Yes</b>	<b>No</b>
	Been involved in bankruptcy or reorganization?	<b>Yes</b>	<b>No</b>
	Pending judgment claims or suits against firm?	<b>Yes</b>	<b>No</b>

Have you had any:	OSHA fines within the last three (3) years?	<b>Yes</b>	<b>No</b>
	Job related fatalities within the last five (5) years?	<b>Yes</b>	<b>No</b>

***If you have answered Yes to any of the above questions, you MUST submit, on a separate sheet, the details describing the circumstances surrounding each incident.***

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**Agreement Between the City of Wheaton, Illinois  
and \_\_\_\_\_**

***Wheaton City Hall Standby Generator Replacement***

**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 ----- ("Contractor"), -----,-----

**WITNESSETH:**

**Whereas**, the City has determined that it is necessary to hire a contractor to provide labor, and/or materials and/or equipment to perform Sewer Main Rehabilitation (hereinafter the "Work") as more fully recited in the Invitation to Bid issued October 2016, which is incorporated herein as **Exhibit A** [Exhibit A will be the City Solicitation Package.]; and

**Whereas**, the City has heretofore requested proposals for the work, materials, and services necessary to perform the services and complete all the work as specified in Exhibit A; and

**Whereas**, the Contractor did submit a proposal to the City for the Work specified, which is attached hereto and incorporated herein as **Exhibit B** [Exhibit B will be the proposal.]; and

**Whereas**, the City did on the \_\_\_\_ day of \_\_\_\_\_, select the Contractor for the work specified in this Agreement and Exhibits.

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

1. **Scope of Services.** The Recital paragraphs are incorporated herein as substantive terms and conditions of this Agreement and as representing the intent of the Parties. Any inconsistency between the Work as stated by the City and the work as proposed by the contractor shall be controlled by the Work as stated by the City unless specifically varied in writing to the contrary in this paragraph.

The Contractor shall furnish all labor, materials, and equipment to provide and perform the Work. The Contractor 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 contractors under similar circumstances. The contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the Work. The contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under this contract, or in any way whatsoever with the Work.

2. **Compensation.** The City shall compensate the Contractor per the terms of the Contractor'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 Contractor and shall terminate upon the written approval of the City's Project Manager. The City, at its option, may extend this Agreement for an additional term if the Contractor holds firm to the original proposal prices, conditions, and specifications.

**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 Contractor shall provide only the Work specified in this Agreement and attached Exhibits. In the event the Contractor, Engineer 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 work shall be as mutually agreed upon in writing by the City and the Contractor.

**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 Contractor 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 Contractor 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.

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**11. *Discrimination Prohibited.*** The Contractor 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 Contractor 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. *Prevailing Wage:*** Where applicable, the contractor and any subcontractors shall comply with all provisions of the Prevailing Wage Act, 820 ILCS 130/1 et seq., or any successor statute, and the documents entitled "Special Provisions for: Wages of Employees on Public Works," and "DuPage County Prevailing Wage for ..." which are attached hereto and incorporated as an Addendum 2. Rates reflected in the Addendum are subject to change. The City of Wheaton provides no legal advice or opinion whether the Act is or is not applicable to this contract.

**13. *Status of Independent Contractor.*** Both City and Contractor agree that Contractor will act as an Independent Contractor in the performance of the Work. Accordingly, the Independent Contractor shall be responsible for payment all taxes including federal, state, and local taxes arising out of the Contractor'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. Contractor 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. Contractor 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 Contractor specifically agrees that it shall not do so. City shall have no obligation to provide any compensation or benefits to Contractor, except those specifically identified in this Agreement. City shall not have the authority to control the method or manner by which Contractor complies with the terms of this Agreement.

**14. *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.

**15. *Non-disclosure.*** During the course of the Work Contractor 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. Contractor 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.

**16. *Hold Harmless and Indemnification.*** The Contractor 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, judgment, or settlement, including, but not limited to, reasonable attorneys' fees and costs of litigation including reasonable expert witness, and all causes of action of any kind or character, that may be incurred as a result of bodily injury, sickness, death, or property damage or as a result of any other claim or suit of any nature whatsoever arising from or in any manner connected with directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions, or omissions of any agent, subcontractor, or contractor hired to perform any services on behalf of the Contractor.

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17. **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 form a part of the work covered by the contract.

18. **Termination of Contract.** If the Contractor 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 Contractor. In the event of a termination, the City shall pay the Contractor for services performed as of the effective date of termination, less any sums attributable, directly or indirectly, to Contractor'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.

19. **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.

20. **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.

21. **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.

22. **Other Entity Use.** The Contractor may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices and terms and conditions, if agreed to by both the Contractor and the other municipality or governmental agency.

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

*If to the Contractor:*

*Contractor Name*

*Attn: Contact Person*

*Street Address*

*City, State, Zip Code*

*Fax #*

*e-mail*

*If to the City:*

*City of Wheaton*

*Attn: City Clerk*

*303 West Wesley Street Box 727*

*Wheaton, IL 60189-727*

*Fax # 630-260-2017*

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

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24. **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.

25. **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.

26. **Governing Law.** This agreement is governed by the laws of the State of Illinois. 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 *month*, *year*.

City of Wheaton, an Illinois municipal corporation

**By** \_\_\_\_\_ **Date** \_\_\_\_\_  
Mike Dzugan, City Manager

Attest:

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

*Contractor Name*

**By** \_\_\_\_\_ **Date** \_\_\_\_\_

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:

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- 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

Contract #: \_\_\_\_\_  
Contract Addendum #: \_\_\_\_\_  
*For Office Use Only*

Agreement Between the City of Wheaton, IL  
And

*Wheaton City Hall Standby Generator Replacement*

Change Order # \_\_\_\_\_

**Change Order required due to:**

- ☐ Changed/Unforeseen Condition  
☐ Change in Scope  
☐ Errors and Omissions  
☐ Other: \_\_\_\_\_

**Type of Change Order:**

- ☐ Fixed Cost of \$ \_\_\_\_\_  
☐ Time & Materials, not to exceed: \$ \_\_\_\_\_  
☐ Emergency Change, not to exceed \$ \_\_\_\_\_  
☐ Extension of Completion Date

Attached is: ☐ Service Providers Proposal; ☐ Description of Change

Cost and Schedule Control Summary

*If this section is left blank, Change Order will not result in additional charges:*

Original Contract Amount \$ \_\_\_\_\_  
Previous COs Adds/Deducts \$ \_\_\_\_\_  
This CO Add/Deduct \$ \_\_\_\_\_  
Revised Contract Amount \$ \_\_\_\_\_

*If this section is left blank, Change Order will not result in additional time to complete the project:*

Original Contract Duration \_\_\_\_\_ days  
Previous COs Add/Deduct \_\_\_\_\_ days  
This CO Add/Deduct \_\_\_\_\_ days  
Revised Contract Duration \_\_\_\_\_ days  
Revised Contract Completion Date \_\_\_\_\_

The compensation (time and cost set forth in this Change Order comprises the total compensation due the Service Provider, all subcontractors, and all suppliers, for the work or change defined in this Change Order, including impact on the unchanged work. By signing the Change Order, the Service Provider acknowledges and agrees on behalf of himself, all subcontractors, and all suppliers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment interruptions of schedules, extended field overhead costs, delay, and all impact, ripple effect or cumulative impact on all other work under this contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction of subcontractors, and all suppliers, as a result of the change. The Service Provider on behalf of himself, all subcontractors and all suppliers, agrees to waive all rights, without exception or reservation of any whatsoever to file any further claim related to the Change Order. No further claim or request for equitable adjustment of any type shall rise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the work under this Contract.

All terms and Conditions of the original contract apply to this Change Order and remain the same and in full force and effect.

*For Budget Purposes*

Project Manager's Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

Service Provider: \_\_\_\_\_ Date: \_\_\_\_\_

*Upon approval, forward this document to Procurement for Amendment of Contract.*