



City of Wheaton, Illinois

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

www.wheaton.il.us

DUI PROSECUTION SERVICES

Requesting: Formal Request for Proposal (3 originals compiled as described within)

Issue Date: June 2016

Mandatory Pre-Bid Meeting: none

Last Date for Questions: Tuesday, July 5th, 2016 end of business

Sealed Proposal Submission Due: Friday, July 15th 2016 prior to 10:00 am local time

List of Proposers published: Friday, July 15th, 2016 end of business

Location: City Hall Council Chambers; 303 West Wesley St.; Wheaton, IL

Service Period: November 1, 2016 – October 31, 2018 (2 years with options to renew)

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

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

Standard Professional Services Agreement

Note: Illinois Prevailing Wage Act 820 ILCS does not apply

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 prohibitive.

Contacts for this proposal:

Procurement Officer: Joan M. Schouten MBA CPIM CPPB; JSchouten@wheaton.il.us

GENERAL INSTRUCTIONS REGARDING SOLICITATIONS *for PROFESSIONAL SERVICES*

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

Solicitation Process

Request for Proposal:

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

The Cone of Silence:

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

Exceptions to the Cone of Silence:

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

Investigation:

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

Proposals:

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

Signatures as Offer:

18. Under the conditions of the Uniform Commercial Code, the signing of the proposal by the proposer constitutes an offer. If accepted by the City, the offer becomes part of the contract.
19. Offers by
 - a. Individuals or sole proprietorships shall be signed by a person with the authority to enter into legal binding contracts. Said individual shall use his usual signature.

- b. Partnerships shall be signed with partnership name by one of the members of the partnership, or an authorized representative, followed by the signature and title of the person signing.
- c. By corporations shall be signed with the name of the corporation, followed by the signature and title of person authorized to bind it in the matter.

Withdrawal of Offers:

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

Timeframe and Consequences:

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

Receipt of Formal Offers:

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

Taxes:

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

Evaluation of Offers

Rejection of Offers

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

Receipt of One (or too few) offers

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

Determining Responsiveness of the Proposal:

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

Clarification of Offers:

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

Confidential Information

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

Selection Process:

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

Award:

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

Requirements if Awarded the Work:

Insurance:

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

Security Clearance:

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

Audit:

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

Protests:

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

- b. Protests involving the evaluation of offers, staff recommendations, or the award process must be submitted in writing to the Procurement Officer no later than three business days after bid results are publicly posted.
- 53. Protests must include: the name and address of the protestor; appropriate identification of the solicitation; if an award has been initiated, the award document number (if available), identification of the procedure that is alleged to have been violated; precise statement(s) of the relevant facts; identification of the issue to be resolved; protestor's argument and supporting documentation (Exhibits, evidence, or documents to substantiate any claims).
- 54. A person filing a notice of protest will be required, at the time the notice of protest is filed, to post a bond in the form of a cashier's check in an amount equal to twenty-five percent of the City's estimate of the total volume of the award, or \$1,000, whichever is less.
 - a. If the decision of the Protest does not uphold the action taken by the City, then the City shall return the amount, without deduction, to the Proposer filing the protest.
 - b. If the decision of the Protest upholds the action taken by the City, then the City shall retain the amount of the cashier's check in payment for a portion of the cost and expense for time spent by City staff in responding to the protest and in conducting the evaluation of the protest.
- 55. Upon receipt of the notice of protest, the Procurement Officer shall stop the award process.
 - a. The Procurement Officer will rule on the protest in writing within two business days from receipt of protest.
 - b. Appeals of the Procurement Officer's decision must be made in writing within two business days after receipt thereof and submitted to the City Manager for final resolution. Appellant shall have the opportunity to be heard and an opportunity to present evidence in support of the appeal.
 - c. The City Manager's decision is final.

END OF GENERAL INSTRUCTIONS REGARDING SOLICITATIONS for PROFESSIONAL SERVICES

GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICE PROVIDERS

Contract Administration:

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

Communications Plan

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

Change Order Procedure

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

Bulletins

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

Change Orders

8. Issuance of a statement, or verbal approval, is not to be considered a Change Order and is not authorization to proceed.
9. Change orders will be numbered in sequence and dated.
10. Approved Change Orders are required with any/all changes in, the Scope of Work, the contract sum, the time for completion, or any combination thereof.
11. Change orders will describe the change or changes, will refer to the proposal(s) involved, and will be signed by the city and the contractor prior to implementing the change.
12. All Change Orders shall clearly identify the impact of cost and the affect on time required to perform the work associated with the proposal.
 - a. If the proposal is found to be satisfactory and in proper order, and both parties agree upon cost or credit for the change, the city will authorize the documented Change Order which will be confirmed as a contract amendment.

Payment:

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

Service Issues:

16. The service provider shall not be reimbursed until services are compliant.
17. If services continue to remain non-compliant, Procurement will prepare a formal Letter of Warning addressing the contractor's Failure to Comply. Contract language states "The City may terminate this Agreement upon seven (7) days written notice to the Contractor."
18. If contractor fails to achieve required results within stated timeframe, Procurement will terminate contract.

END OF GENERAL TERMS AND CONDITIONS FOR SERVICE PROVIDERS

SPECIAL TERMS AND CONDITIONS FOR SERVICE PROVIDERS DUI PROSECUTION SERVICES

Background:

1. **The City of Wheaton** is a home rule municipality of approximately 55,000 residents located in central DuPage County. The Wheaton Police Department employs approximately 66 sworn police officers. Currently, the citations are written pursuant to the Illinois Vehicle code (625 ILCS 5/1-100 *et al.*), and are prosecuted by a local prosecutor hired for this purpose.

Overview

2. **Past Volume** of DUI citations are as follows:

	<u>Total NetRMS Arrests</u>	<u>City Charged DUI</u>	<u>State Charged DUI*</u>
2013	207	183	24
2014	153	132	21
2015	169	143	26
2016 (thru May)	50	45	5

Note totals do not include DUI-Drug or Zero Tolerance cases.

*The successful proposer will not be responsible for prosecuting State Charged DUI's

3. The City provides past volume of DUI citations for informational purposes only. Does not constitute a promise, warranty or guarantee that the volume of DUI citations will decrease, increase or remain the same during any future contract. Consequently, any proposer submitting a proposal acknowledges that any reliance placed on past DUI citation volumes is at its sole risk and without liability of the City.

Records, rights and Retention

4. The City of Wheaton reserves the right, including but not limited to, have access to and examine, copy, excerpt, transcribe or use any document, records and/or opinions relating to the services provided.

Audits

5. During the contract period the City, or an agent of the City, may, at the recommendation of the City's corporate counsel, audit the successful proposer's DUI prosecution files that are covered by this contract.
6. The successful proposer shall cooperate with the audit.

Time Frame: *subject to change*

7. Proposals Due: July 15, 2016
8. Interview Finalists: week of August 1st, 2016
9. Presentation to Council August 22, 2016
10. Council to Award: September 5, 2016
11. Contract to be executed by: September 15, 2016
12. Service Period: Beginning: November 1, 2016

13. Options for Renewal: to be determined prior to April 30, 2018

14. Service Period: Ending October, 31, 2018

15. All dates are subject to change with or without notice.

Options to Renew:

16. According to the city's contract "The City, at its option, may extend this Agreement for an additional year if the Contractor holds firm to the original proposal prices, conditions, and specifications."

17. Renewal options are only available if services have been deemed acceptable by the Procurement Officer and the Project Manager.

Selection Criteria

18. Proposal

a. Experience

- i. Proposer's primary assigned prosecutor should be licensed to practice law in the State of Illinois for a period of no less than five years.
- ii. No proposer or assigned attorney may have had their law license suspended for any reason.
- iii. Proposer's primary assigned prosecutor should have experience in prosecuting and/or defending all elements of DUI cases.

b. References

19. Compensation

20. Compliance to City Contract (Go/No Go)

21. A short list of proposers may be interviewed.

- a. If selected for an interview, it is mandatory that the primary prosecutor who would be assigned to the City of Wheaton will be in attendance
- b. Pending the interview process, requirements may be modified. If so, finalists may be invited to submit a Best and Final Offer.
- c. The Wheaton City Council will make the final determination of which proposer will be approved.
 - i. No contract terms will be final until approved by the council.

Submit

PART I: Envelope marked PROPOSAL

22. A brief narrative describing your law practice or firm, including areas of concentration and representative clients

- a. Include the years in service, the size of your firm and the primary areas of legal service your firm provides.
- b. Include experience representing/prosecuting DUI cases.
- c. Include experience defending DUI cases past and present
- d. Include experience in criminal matters.

23. Biographical information on the attorney or attorneys who would be primarily assigned to the City of Wheaton

24. A copy of the Current ARDC card for each lawyer who may be servicing this contract.

25. A listing of three (3) references within the public sector

- a. References should include other municipalities, preferably within the DuPage or surrounding Counties.
- b. References should include key entity contact, states attorney, and judge.

26. Restrictive Activities: The bid proposal must include a written statement that, if awarded this contract, the firm agrees to the following:

- a. The firm, or any person employed by the firm whether acting on behalf of the firm or independently from the firm, will not engage in, participate in, or support in any way, any lobbying activity for the direct or indirect benefit of any Public Employee Collective Bargaining Unit.
- b. The firm, or any person employed by the firm whether acting on behalf of the firm or independently from the firm, will not engage in, participate in, or support in any way, any criminal defense work for cases brought through the City of Wheaton whether charged as a State or local ordinance violation, and, any criminal defense work brought by another municipality that involves or affects the City of Wheaton.
- c. Any firm, or person employed by the firm shall not run for elective office, act as a candidate's campaign chairman, vice campaign chairman or manage a political candidate's fundraising.

PART II: Envelope marked Compensation

27. The Detailed Pricing Sheet recording all information regarding fees, including compensation of in court time, travel time and administrative costs, if any.

- a. Fees should be submitted as an annual flat rate paid for in monthly installments.

28. The Certification of Compliance

29. Your Certificate of Insurance

30. The City's standard agreement for professional services is attached.

- a. Any deviations to City's standard agreement should be itemized and submitted within this envelope

Insurance Requirements:

31. Reference Contract Addendum 1

Invoices and Case Activity Reports:

32. Statements of Service will be processed monthly

- a. Pricing will be based on an annual fee, and paid in equal monthly installments.

- b. Monthly Invoices should include a Case Activity Report, in excel, reflecting:

- i. Police report #,
- ii. name of offender,
- iii. court date,
- iv. status,
- v. negotiated pleas
- vi. blind pleas
- vii. trial results
- viii. fines/cost
- ix. summary suspension results
- x. and other related information
- xi. Total number hours worked/month;

- c. Other data to be defined

33. All invoices must reflect the following applicable information: the Contract Number, the name of the Contract, the Name of the Service Provider, and the monthly price depicted in the same format as the offer.

For Internal Purposes:

34. All invoices are mailed to the attention of the Chief of Police; City of Wheaton; PO Box 727; Wheaton, IL 60187.

Contract Transition:

- 35. If a new prosecutor is selected the case load will include all open cases transferred from prior prosecutor service to new prosecutor service at implementation of contract.**
- 36. Any open cases at the conclusion of this contract will be transferred to the new prosecutor service.**
- 37. Case Activity Reports and Case files must be kept current to support transitions.**
- 38. Final Payment: Prior to authorization of Final Payment, all documents must be presented in their final form and approved by Project Manager.**

END OF SPECIAL TERMS AND CONDITIONS FOR SERVICE PROVIDER

STATEMENT OF WORK FOR SERVICE PROVIDERS

1. The City DUI Prosecutor shall attend court to prosecute all assigned DUI cases and related work.

Hours

2. The City DUI Prosecutor agrees to work such hours each month as the DUI/traffic court shall be in operation according to the assigned DUI case scheduling system established by the Eighteenth Judicial Circuit Courts and DuPage County Circuit Clerk's Office.
3. The hours worked shall include trial hearing preparation and actual trial hearing time. Trials or hearings may extend beyond the normal hours of the Court and City DUI Prosecutor is responsible for making appropriate arrangements with the City when coverage is required. This includes illness and other scheduling conflicts.
4. The hours worked shall include twenty-four (24) hour availability to police department personnel for consultation and advice on proper charges or procedural questions.
5. The City DUI Prosecutor shall track the number of hours worked in any given month and shall maintain such other tracking deemed necessary and appropriate so as to provide reports to the City of Wheaton and Wheaton Police Department.
6. The city's DUI prosecutor must have e-warrant authority and capability in the eighteenth Judicial Circuit Court, DuPage County, Illinois.

Responsibilities

7. The City DUI Prosecutor shall be responsible for all trial hearings scheduled including motion hearings, summary suspension hearings, motions to suppress, sentencing, and restitution hearings as well as all changes of plea or other matters which may be scheduled by the Court related to the DUI case load. The City DUI Prosecutor shall ensure that all DUI cases are appropriately covered. A primary responsibility of the City DUI Prosecutor shall be for cases set for hearing or trial.
8. The City DUI Prosecutor's office will be responsible for scheduling in conjunction with the City Attorney as may be required from time-to-time on certain cases.
9. The City DUI Prosecutor understands trials and other matters may be continued by the Court with little notice to the City or City DUI Prosecutor.

Reports

10. The City DUI Prosecutor agrees to provide a written report to the Patrol Division Commander concerning any officer(s) who: fails to report for court as required; and, any observable problems associated with, exhibited or demonstrated by any officer(s) with testimony, preparation, and conduct in court.
11. The Proposer shall be responsible in possession of alcohol cases for the preparation and filing of the appropriate destruction order for any evidence in the possession of the Wheaton Police Department.

Construction of Files

12. The City DUI Prosecutor shall maintain responsibility for acquiring police reports, constructing files, and responding to requests for production of evidence. Construction of files will include preparation of subpoenas and other documents as necessary. Subpoena service shall be handled by the citing agency. All changes of plea should have details as to plea agreements either in a letter or electronic mail message. Defense counsel is responsible for written plea agreements and Waiver of Rights forms. The Prosecutor shall when negotiating with a Pro Se defendant prepare a Notice of Plea which includes the terms of the plea agreement for the defendant signature along with a Waiver of Rights form to be filed with the Court prior to the change of plea whenever practicable. If any file upon review by the City DUI Prosecutor appears to be lacking this information it may be provided via electronic mail message or electronic facsimile upon notice of the lack of the material.

Motion Responses

13. Motion responses will be the responsibility of the City DUI Prosecutor assigned to the case. Research to respond to motions is the responsibility of the City DUI Prosecutor. The City DUI Prosecutor will also make appropriate notations in the file as to which witnesses will be necessary for any hearing associated with a motion when the response is filed. Appeal issues shall be determined on a case-by-case basis.

Case Files

- 14.** The City DUI Prosecutor shall arrange to pick up or review assigned case files prior to the trial date. All files while in the possession of City DUI Prosecutor shall be maintained and shall, upon reasonable notice, be available for inspection by the city attorney or his designee.
- 15.** It is the City DUI prosecutor's responsibility to review relevant statutes and be prepared for trial. Files shall be returned upon conclusion of the trial with appropriate notations as to the outcome any continuances or other actions required for the file.

Non-City Work

16. The City DUI Prosecutor may practice his/her profession for others during those periods when he/she is not performing work under this agreement for City as long as such representation is done so in full compliance with Illinois Supreme Court Rules Article VIII. – Illinois Rules of Professional Conduct.

An independent Consultant

17. As an independent Consultant, the City DUI Prosecutor is required to provide the necessary equipment to perform the services required herein. To the extent the City DUI Prosecutor does not have certain specialized equipment or resources the use of the city resources may be obtained as necessary to ethically perform the obligations of this Agreements.

Notice of Claim(s):

18. The City DUI Prosecutor shall immediately notify the City of any claim, demand, complaint, or cause of action filed delivered or served on the City DUI Prosecutor during the term of this Agreement. This includes but is not limited to any demands for discovery in a criminal case or notice of appeal which is served on the City DUI Prosecutor

Duties of the City DUI Prosecutor:

19. Review police reports referred for charging sufficiency. Respond timely with the necessary communication back to the Police Department. Meet with the Police Department on a regular basis; communicate regularly and timely, with the Police Department in order to assist with case

investigation, to prepare officers as witnesses for evidentiary motions and for trial, and to provide feedback to officers and their superiors on matters relating to charges filed. Regularly communicate with and provide feedback to the Chief of Police or Operations Deputy Chief.

Continuing Education

20. The City DUI Prosecutor shall conduct continuing education and training for police department personnel in the area of DUI enforcement, legal updates, report preparation, courtroom testimony, and other pertinent areas applicable to effective prosecution.

Consultant-City Attorney Liaison:

21. The City DUI Prosecutor understands and agrees to maintain regular communication with the City Attorney's Office on matters of mutual interest and with regard to any prosecutorial policies and procedures. Consultation with the City Attorney as to deviation from prosecutorial policies shall be considered part of the City DUI Prosecutor's ethical due diligence.

END OF STATEMENT OF WORK FOR SERVICE PROVIDER

PROPOSAL: DUI PROSECUTION SERVICES

Based on Amendment # _____ dated _____

PLEASE SUBMIT 3 Original Proposals AS FOLLOWS:

SUBMIT (in a sealed envelope labeled): Proposal

This Page, *followed by*
A brief narrative describing your law practice or firm *followed by*
Biographical information *followed by*
A copy of your Current ARDC card
References *followed by*
Statement Restrictive Activities

SUBMIT (in a sealed envelope labeled): Compensation

This Page, *followed by*
The DETAILED PRICING Sheet *followed by*
The Certification of Compliance *followed by*
Your Certification of Insurance

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:

PRICE for Services for the period of November 1, 2016 – October 31, 2017

\$ _____/month X 12 months = \$ _____/year

Please quote an hourly rate to be used if special circumstances arise that require additional services.

\$ _____/hour

CERTIFICATION OF COMPLIANCE
PROPOSAL: DUI PROSECUTION SERVICES

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: _____

CUSTOMIZED MAILING LABEL FOR SEALED BID

XXXXXXXXXX CUT OUT XXXXXXXXXX

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

SEALED BID – DO NOT OPEN

PROPOSAL FOR:

PROPOSAL: DUI PROSECUTION SERVICES
PROPOSAL

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

Sealed Proposal Submission Due: Friday, July 15th 2016 prior to
10:00 am local time

List of Proposers published: Friday, July 15th, 2016 end of
business

TO BE OPENED BY PROCUREMENT OFFICER

MAIL TO:

Joan M. Schouten, MBA CPIM CPPB
Procurement Officer
City Hall /
City of Wheaton
P.O. BOX 0727
303 West Wesley Street
Wheaton, IL 60187-0727

XXXXXXXX CUT OUT XXXXXXXX

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

SEALED BID – DO NOT OPEN

PROPOSAL FOR:

*PROPOSAL: DUI PROSECUTION SERVICES
COMPENSATION*

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

Sealed Proposal Submission Due: Friday, July 15th 2016 prior to
10:00 am local time

List of Proposers published: Friday, July 15th, 2016 end of
business

TO BE OPENED BY PROCUREMENT OFFICER

MAIL TO:

**Joan M. Schouten, MBA CPIM CPPB
Procurement Officer
City Hall /
City of Wheaton
P.O. BOX 0727
303 West Wesley Street
Wheaton, IL 60187-0727**

This number must appear on
all invoices and documents.
No. _____

**Agreement Between the City of Wheaton, Illinois
and _____
for Professional Services**

DUI PROSECUTION SERVICES

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

WITNESSETH:

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

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

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

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

- 1. **Scope of Service:** The Recital paragraphs are incorporated herein as substantive terms and conditions of this Agreement and as representing the intent of the Parties. Any inconsistency between the Exhibit A and Exhibit B shall be controlled by Exhibit A unless specifically varied in writing to the contrary in this paragraph. The Consultant shall furnish all labor, materials, and equipment to provide and perform the Work. The Consultant 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 Consultants under similar circumstances. The Consultant further covenants and agrees that for the term of the contract it shall provide the number of licensed attorneys necessary to prosecute the work.*
- 2. **Compensation:** The City shall compensate the Professional Service provider according to the terms of the Professional Service provider's proposal which is attached hereto as **Exhibit B**.*
- 3. **Waivers of Lien:** The City reserves the right to require waivers of lien before payment where the City deems it to be in its best interest to do so.*
- 4. **Term of Agreement:** This Agreement shall be in force from November 1, 2016 through October 31, 2018 subject to the termination procedures set forth below. It shall be subject for renewal in the sole discretion of the City, if Service Provider maintains or reduces costs.*
- 5. **Additional Services:** The Professional Service provider shall provide only the Work specified in this Agreement and attached Exhibits. In the event the Professional Service provider or the City determines that additional goods and/or services are required to complete the Work, such additional goods shall not be provided and/or such additional services shall not be performed unless authorized in writing by the City. All requests for*

Additional Work shall be timely submitted in writing to the City's Corporate Counsel in the first instance. The City's Corporate Counsel will then timely review the request with the City Police Chief and City Manager and thereafter notify the Consultant in writing whether the additional work is authorized. *Terms, frequency, and prices for additional services shall be confirmed in writing by the City and the Professional Service provider and the contract will be amended accordingly.*

6. **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.*
7. **Waiver:** *Any failure of either the City or the Professional Service provider to strictly enforce any term, right, or condition of this Agreement whether implied or expressed, shall not be construed as a waiver of such term, right, or condition.*
8. **Compliance with Laws:** *The Professional Service provider shall comply with all applicable federal, state, and local laws, rules, and regulations, and all City ordinances, rules and regulations now in force or hereafter enacted, in the provision of the goods and/or performance of the services required under this Agreement.*
9. **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.*
10. **Status of Independent Consultant:** *The parties intend that an independent contractor relationship will be created by this Agreement. The City will not exercise control and direction over the manner of the work of the City DUI Prosecutor, and is interested primarily in the results to be achieved; however, the City DUI Prosecutor is responsible to meet the City's DUI prosecution policies as generally delineated by the Chief of Police. Subject to paragraphs within this Agreement, the implementation of services pursuant to this Agreement will lie solely within the discretion of the City DUI Prosecutor. No agent, officer and/or representative of the City DUI Prosecutor shall be deemed to be an employee, agent, officer and/or representative of the City for any purpose, and the employees of the City DUI Prosecutor are not entitled to any benefits the City provides for its employees. The City DUI Prosecutor shall be solely and entirely responsible for its acts and for the acts of its agents, employees, officers, subcontractors and/or representatives during the performance of this Agreement.*
11. **Assignment; Successors and Assigns:** *Neither this Agreement, nor any part, rights or interests hereof, may be assigned, , to any other person, firm or corporation. The City DUI Prosecutor shall be responsible for coordinating with the City Attorney Corporate Counsel and/or DuPage County State's Attorney's Office regarding cases assigned and any conflicts which may arise during the performance of this Agreement. In an emergency situation resulting from illness, substantial injury, family death or catastrophe the Consultant may temporarily assign the prosecution of City DUI's to another DUI experienced licensed attorney but only where such attorney is approved by the City's Chief of Police.*

12. **Non-disclosure:** *During the course of the Works, The Professional Service provider may have access to proprietary and confidential information including, but not limited to, methods, processes, formulae, compositions, systems, techniques, computer programs, databases, research projects, resident name and address information, financial data, and other data. The Professional Service provider shall not use such information for any purpose other than described in this Agreement and Exhibits and shall not directly or indirectly disclose or disseminate such information to any third party without the express written consent of the City.*
13. **Hold Harmless and Indemnification:** *The Professional Service provider shall defend, hold harmless, and indemnify the City, its directors, officers, employees, agents, and elected officials, in whole or in part from and against any and all liabilities, losses, claims, demands, damages, fines, penalties, costs, and expenses, including, but not limited to, reasonable attorneys' fees and costs of litigation, and all causes of action of any kind or character, except as otherwise provided herein, to the extent that such matter arises from either of the following:*
- a)The Professional Service provider's breach of any term, provision, warranty, standard or requirement of this Agreement including, but not limited to, those provisions of this Agreement pertaining to the Professional Service provider's services; or*
 - b)The negligence or willful misconduct of the Professional Service provider, its employees, agents, representatives, and subcontractors.*

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

14. **Termination of Contract:** *If the Professional Service provider fails to perform according to the terms of this Agreement, then the City may terminate this Agreement upon seven (7) days written notice to the Professional Service provider. In the event of a termination, the City shall pay the Professional Service provider for services performed as of the effective date of termination, less any sums attributable, directly or indirectly, to Professional Service provider's breach. The 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. The City may terminate this contract without cause in its sole discretion by providing a 30 day written notice.*
15. **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.*
16. **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. The City reserves the right to cancel upon seven (7) days written notice 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.*
17. **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.

18. Other Entity Use: *The Professional Service provider 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 Professional Service provider and the other municipality or governmental agency.*

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

If to the Professional Service provider:

Contractor Name

Attn: _____

Street address

City, State, Zip

Fax #

e-mail

If to the City:

City of Wheaton

Attn: City Clerk

303 W. Wesley Street, Box 727

Wheaton, IL 60189-727

Fax # 630-260-2017

e-mail cityclerk@wheaton.il.us

20. 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.*

21. 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.*

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

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

City of Wheaton, an Illinois municipal corporation

By _____ date _____

Mike Dzugan, City Manager

Attest:

Sharon Barrett-Hagen, City Clerk

Professional Service Provider

By _____ date _____

signature

Attest:

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

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

Professional liability insurance including public officials liability and civil rights liability with limits of not less than Five MILLION DOLLARS (\$5,000,000.00) per claim covering the Provider of Professional Services against all sums which the Provider of Professional Services may become obligated to pay on account of any liability arising out of the performance of the professional services for the City under this contract when caused by any negligence act, error or omission of the Provider of Professional Services or of any person employed by the Provider of Professional Services or any others for whose actions the Provider of Professional Services is legally liable. The professional liability insurance shall remain in force for a period for not less than four (4) years after the completion of the services to be performed by the Provider of Professional Services under this contract.

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

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

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

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

END OF SPECIAL PROVISIONS FOR 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):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
INSURED	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
	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 1,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☒ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☒ SCHEDULED AUTOS						\$
	☒ NON-OWNED AUTOS						
	☒ UMBRELLA LIAB						EACH OCCURRENCE \$ 1,000,000
	☒ EXCESS LIAB						AGGREGATE \$ 1,000,000
	☐ OCCUR						\$
	☐ CLAIMS-MADE						
	DED						RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 500,000
	☒ Professional Liability and Errors and Omissions:						E.L. DISEASE - EA EMPLOYEE \$ 500,000
	☐ Owners/Contractors Protection						E.L. DISEASE - POLICY LIMIT \$ 500,000
	☐ XCU coverage						
	☐ Pollution / Environmental Liability						5,000,000

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

Agreement Between the City of Wheaton, IL
And

XXX

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.

Project Manager: _____ Date: _____

Department Head: _____ Date: _____

Finance: _____ Date: _____

City Manager: _____ Date: _____

Service Provider: _____ Date: _____

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

