

RESOLUTION R-25-15

A RESOLUTION AUTHORIZING THE EXECUTION OF
A PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR
PAVEMENT CONDITION EVALUATION SERVICES

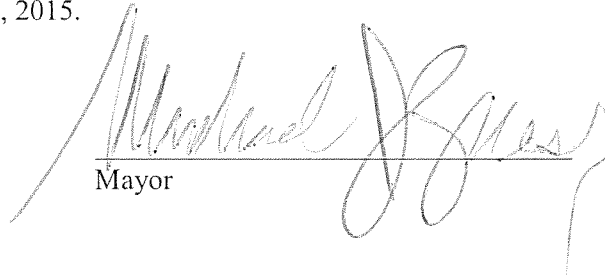
WHEREAS, the City of Wheaton, DuPage County, Illinois, is desirous of performing a pavement condition evaluation for the city's pavement management system of all City streets; and

WHEREAS, the engineering consultant, MDS Technologies, Inc. of Park Ridge, Illinois, has submitted an engineering services proposal to perform the pavement condition evaluation of all City streets; and

WHEREAS, it is necessary for the City to enter into an agreement for the engineering services.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is authorized to execute an agreement between the City of Wheaton and MDS Technologies, Inc. of Park Ridge, Illinois for the pavement condition evaluation of all City streets.

ADOPTED this 18th day of May, 2015.



Michael Gresk
Mayor



Sharon Barnett Hagan
City Clerk

	<u>Roll Call Vote</u>
Ayes:	Councilman Suess Councilwoman Fitch Councilman Prendiville Councilman Rutledge Mayor Gresk Councilman Saline
Nays:	None
Absent:	Councilman Scalzo

Motion Carried Unanimously

**Agreement Between the City of Wheaton, Illinois
and MDS Technologies, Inc.
for Pavement Condition Evaluation 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 **MDS Technologies, Inc.** ("Consultant"), 350 S. Northwest Highway, Suite 300, Park Ridge, IL 60068.

WITNESSETH:

Whereas, the City has determined that it is strategic to hire a consultant to provide labor, and/or materials and/or equipment (hereinafter the "Work") to perform a pavement condition evaluation and rehabilitation analysis for a pavement management system of all City streets; and

Whereas, the City has solicited a Request for Proposal for the Work; and

Whereas, the Service Provider submitted a proposal to the City for the Work, which is attached hereto and incorporated herein as Exhibit A; and

Whereas, the City finds the proposal submitted by the Consultant 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 Consultant 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. 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.
2. **Compensation.** The City shall compensate the Consultant according to the terms of the Consultant's proposal which is attached hereto as Exhibit A.
3. **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. It shall be in effect for one (1) year from the date of signature and shall be subject for renewal if Service Provider maintains or reduces costs.
4. **Additional Services.** The Consultant shall provide only the Work specified in this Agreement and attached Exhibits. In the event the Consultant 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. Terms, frequency, and prices for additional services shall be as mutually agreed upon in writing by the City and the Consultant.

5. **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.
6. **Hold Harmless and Indemnification.** The Consultant 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 Consultant'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 Consultant's services; or
 - b) The negligence or willful misconduct of the Consultant, 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 Consultant 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.

7. **Insurance.** The Consultant 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 Consultant 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:
- a) 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 (\$500,000.00) each accident/injury and FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) each employee/disease.
 - b) Commercial general liability insurance protecting the Consultant 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 (\$1,000,000.00) each occurrence bodily injury/property damage combined single limit and ONE MILLION DOLLARS (\$1,000,000.00) 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.
 - c) Commercial automobile liability insurance covering the Consultant's owned, non-owned, and leased vehicles which protects the Consultant against automobile liability claims whether on or off of the City's premises with coverage limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident bodily injury/property damage combined single limit.
 - d) ~~Professional liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per claim covering the Consultant against all sums which the Consultant 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 Consultant or of any person employed by the Consultant or any others for~~

T.T.
6/14/15

~~whose actions the Consultant 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 Consultant under this contract.~~ T-T.
6/4/15

8. **Compliance with Laws.** The Consultant 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.
10. **Termination of Contract.** If the Consultant 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 Consultant. In the event of a termination, the City shall pay the Consultant for services performed as of the effective date of termination, less any sums attributable, directly or indirectly, to Consultant'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; or (iii) 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.
11. **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.
12. **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.
13. **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 copywrited material that form a part of the Work covered by the contract.
14. **Discrimination Prohibited.** The Consultant 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 Consultant 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.*
15. **Status of Independent Consultant.** Both City and Consultant agree that Consultant will act as an Independent Consultant in the performance of the Work. Accordingly, the Independent Consultant shall be responsible for payment all taxes including federal, state, and local taxes arising out of the Consultant'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.

Consultant 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. Consultant 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 Consultant specifically agrees that it shall not do so. City shall have no obligation to provide any compensation or benefits to Consultant, except those specifically identified in this Agreement. City shall not have the authority to control the method or manner by which Consultant complies with the terms of this Agreement.

- 16. 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.
- 17. 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.
- 18. 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.
- 19. Waiver.** Any failure of either the City or the Consultant to strictly enforce any term, right, or condition of this Agreement shall not be construed as a waiver of such term, right, or condition.
- 20. Notification.** All notification under this Agreement shall be made as follows:

If to the Consultant:
MDS Technologies, Inc.
Attn: Trevor Triffo
350 S. Northwest Highway
Park Ridge, IL 60068

If to the City:
City of Wheaton
Attn: Director of Engineering
303 W. Wesley Street, Box 727
Wheaton, IL 60189-727

- 21. 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. No course of conduct before, or during the performance of this Agreement, shall be deemed to modify, change or amend this Agreement.
- 22. Non-disclosure.** During the course of the Work, Consultant 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. Consultant 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.
- 23. 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.

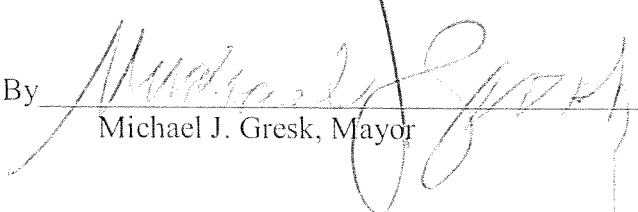
24. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its conflict-of-laws rules. Exclusive jurisdiction for any litigation involving any aspect of this Agreement shall be in the Eighteenth Judicial Circuit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

25. **Validity.** In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

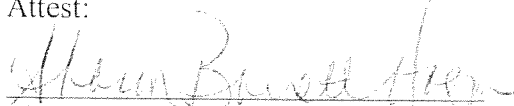
In Witness Whereof, the parties have entered into this Agreement this 18th day of May, 2015.

City of Wheaton, an Illinois municipal corporation

By

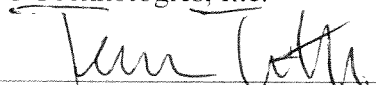

Michael J. Gresk, Mayor

Attest:


Sharon Barrett-Hagen, City Clerk

MDS Technologies, Inc.

By


Trevor T. Triffo, Principal

Attest:


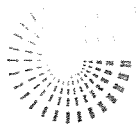


EXHIBIT A



February 18, 2015

City of Wheaton
Engineering Department
303 W. Wesley Street
1st Floor
Wheaton, IL 60187

Attention: Mr. Paul Redman, P.E.
Director of Engineering

Re: Proposal to Update the City's Pavement Management System

Dear Sir:

MDS Technologies, Inc. (MDST) is pleased to submit this proposal to provide the above referenced services to the City of Wheaton. The Scope of Work is broken down into several tasks which are described below. The scope of the project is very similar to previous work performed by MDST for the City in 2012.

Project Initiation

MDST will work with City staff to review and confirm the road segments to be included in the project. This may include new roads and/or alleys that were not included in previous surveys. As part of this task, MDST will also acquire any updated GIS pavement centerline data that will assist us in executing the project. This data will be loaded onto the onboard computers in the MDST data collection vehicle for reference during the fieldwork phase of the project.

We will also need to acquire the Lucity field/data collection software to enter new pavement inspection data. In the past the City has made a laptop computer configured with this software and loaded with the required data available to MDST for this purpose. We assume that this approach can be used again for this project.

Field Work

Geo-referenced digital images of the City-maintained roads will be captured using MDST's vehicle based technology. As before, a two camera system will be used. A forward looking camera mounted on the roof of the vehicle will capture pavement condition as part of a general streetscape view. The second camera, mounted on the roof at the rear of the vehicle, will

provide a downward view capturing detailed pavement related data. Each frame will be tied to positioning data acquired from GPS.

The imagery will be captured at approximately 15-foot intervals to provide full coverage along the length of each segment.

Pavement Condition Evaluation

The digital imagery will be viewed in an office environment to assess the condition of each road segment in a manner consistent with previous assignments. A specially designed software application is used to play back the images and display their location on a map. An experienced technician views the images frame by frame and assesses the severity and extent of various distresses that occur on each road segment. Distresses will be assessed in accordance with ASTM D6433 in the same manner as was done in the previous project. In this way the condition data from this project will be directly comparable to the data from the previous project.

Load Data into the Lucity Field Data Collection Application

The pavement condition data will be entered into the Lucity Field Data Collection application. As mentioned previously, we assume that a laptop configured as required with this application can be made available to us from the City.

The laptop will be returned to City staff after the condition data has been loaded. City staff can then upload the data into the master Lucity database as was done in the previous project.

Budget Analysis and Rehabilitation Planning

MDST can create rehabilitation programs and analyze the effectiveness of various budget streams using the Lucity application. Wheaton-specific pavement performance models were created as part of the previous project. With the additional data from this years' evaluation, these models can be revisited and revised if appropriate to do so.

A list of the rehabilitation activities (and associated unit costs) that are used on various types of roads at various stages of their life cycle was provided by City staff as part of the previous project. This information should be reviewed by City staff, revised as needed, and any revisions provided to MDST so that the analysis parameters can be modified.

We expect that the creation of rehabilitation programs and the budget analysis to be an iterative process in which first-cut results are provided to City staff for review and comment. The analysis can then be modified based on feedback from City staff. We anticipate creating rehabilitation programs for four or five budget scenarios as part of the project.

This work can be performed on-site at the City of Wheaton or through remote access from MDST offices as was done in the previous project.

Optional Condition Assessment of the City's Paved Alleys

At the City's option, MDST will assess the condition of the City's paved alleys. Based on discussions with City staff, we understand that the combined length of these alleys is less than one (1) mile.

Optionally Provide AVI files Tagged to Each Segment

At the City's option, we will provide the street level imagery captured during the field work. Both the forward and downward views will be provided. Other clients have commented that the imagery is useful in a variety of ways over and above pavement management.

The imagery can be provided in either AVI or JPG format. A GIS shape file or geo-database will also be so that the imagery at any location can be easily accessed through the use of the GIS Hyperlink tool.

Project Schedule

MDST is prepared to perform this project over a period of approximately three (3) months of our receipt of authorization to proceed.

Fee Schedule

MDST's lump sum fee to provide these services is shown below. MDST will submit invoices to the City on a monthly cycle. Invoiced amounts will be pro-rated based on percent complete by Task. Payment terms are Net Thirty (30) days. This proposal is valid for ninety (90) days.

Project Fee Schedule

Task	Fee
<u>Core Tasks</u>	
Project Initiation	\$2,200
Field Work	\$9,800
Pavement Condition Evaluation	\$10,900
Load Data into Field Data Collection App	\$1,500
Budget Analysis and Rehabilitation Planning	\$7,500
Total:	\$31,900
<u>Optional Task</u>	
Assess Alley Condition	\$250
Provide Imagery in AVI or JPG Format	\$3,575

Closing

Please contact me with any questions you may have about this proposal. We look forward to working with the City on this project.

MDS Technologies, Inc.

Trevor T. Triffo

Trevor T. Triffo
Principal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/3/2015

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).

PRODUCER Charles J Beckman American Family Ins 5419 W Lawrence Ave Chicago, IL 60630-3404	CONTACT NAME Berkley Assigned Risk Services
	PHONE (A/C No. Ext): (888) 548-7431 FAX (A/C No.): (866) 215-8118 E-MAIL ADDRESS: PolicyServices@berkleyrisk.com
INSURED MDS TECHNOLOGIES INC 350 N NORTHWEST HWY STE 300 PARK RIDGE IL 60068-4233	INSURER(S) AFFORDING COVERAGE
	INSURER A: Riverport Insurance Co. NAIC # 36684
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

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 <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC-12-87-028076-00	10/15/2014	10/15/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500000.00 E.L. DISEASE -EA EMPLOYEE \$ 500000.00 E.L. DISEASE - POLICY LIMIT \$ 500000.00

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

Election Category Election Status Name

All Entities/Insureds:

Officer Exclude TREVOR TRIFFO

MDS TECHNOLOGIES INC

CERTIFICATE HOLDER**CANCELLATION**
 City of Wheaton
 303 W. Wesley Street
 Wheaton IL 60187

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

CERTIFICATE OF LIABILITY INSURANCE

American Family Insurance Company
 American Family Mutual Insurance Company if selection box is not checked.
 6000 American Pky Madison, Wisconsin 53783-0001

Insured's Name and Address
 MDS Technologies Inc.
 350 S Northwest Hwy Ste 300
 Park Ridge, IL 60068

Agent's Name, Address and Phone Number (Agt./Dist.)
 Charles J Beckman
 5419 W Lawrence Ave
 Chicago, IL 60630
 (773) 736-6000 (065/827)

**This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder.
 This certificate does not amend, extend or alter the coverage afforded by the policies listed below.**

COVERAGES				
This is to certify that 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.				
TYPE OF INSURANCE	POLICY NUMBER	POLICY DATE		LIMITS OF LIABILITY
		EFFECTIVE (Mo, Day, Yr)	EXPIRATION (Mo, Day, Yr)	
Homeowners/ Mobilehomeowners Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Boatowners Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Personal Umbrella Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Farm/Ranch Liability				Farm Liability & Personal Liability Each Occurrence \$,000
				Farm Employer's Liability Each Occurrence \$,000
Workers Compensation and Employers Liability †				Statutory
				Each Accident \$,000
				Disease - Each Employee \$,000
				Disease - Policy Limit \$,000
General Liability <input checked="" type="checkbox"/> Commercial General Liability (occurrence) <input type="checkbox"/> <input type="checkbox"/>	12-XD7422-09	08/05/2014	08/05/2015	General Aggregate \$ 2,000,000
				Products - Completed Operations Aggregate \$ 2,000,000
				Personal and Advertising Injury \$ 1,000,000
				Each Occurrence \$ 1,000,000
				Damage to Premises Rented to You \$ 100,000
				Medical Expense (Any One Person) \$ 5,000
				Businessowners Liability
Liquor Liability				Common Cause Limit \$,000 Aggregate Limit \$,000
Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input checked="" type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Auto <input type="checkbox"/> Nonowned Autos <input type="checkbox"/>	12-XD7422-10	08/29/2014	08/29/2015	Bodily Injury - Each Person \$ 1,000,000
				Bodily Injury - Each Accident \$ 1,000,000
				Property Damage \$ 1,000,000
				Bodily Injury and Property Damage Combined \$,000
Excess Liability <input type="checkbox"/> Commercial Blanket Excess <input type="checkbox"/>				Each Occurrence/Aggregate \$,000
Other (Miscellaneous Coverages)				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS				† The individual or partners <input type="checkbox"/> Have shown as insured elected to be covered under this policy. <input type="checkbox"/> Have not †† Products-Completed Operations aggregate is equal to each occurrence limit and is included in policy aggregate.
CERTIFICATE HOLDER'S NAME AND ADDRESS			CANCELLATION	
City of Wheaton 303 W. Wesley Street Wheaton, IL 60187-0727			<input type="checkbox"/> Should any of the above described policies be cancelled before the expiration date thereof, the company will endeavor to mail *() days written notice to the Certificate Holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. *10 days unless different number of days shown.	
			<input checked="" type="checkbox"/> This certifies coverage on the date of issue only. The above described policies are subject to cancellation in conformity with their terms and by the laws of the state of issue.	
			DATE ISSUED 06/03/2015	AUTHORIZED REPRESENTATIVE jr