

RESOLUTION R-51-16

A RESOLUTION AUTHORIZING THE EXECUTION OF AN OWNER REPRESENTATIVE SERVICES AGREEMENT FOR STREETScape PLAN PHASE I

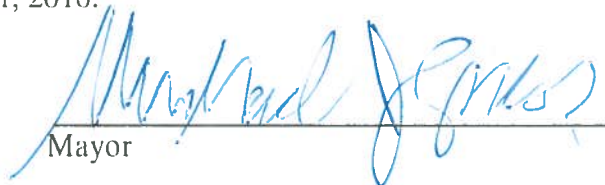
WHEREAS, the City of Wheaton, DuPage County, Illinois is desirous of engaging the services of an owner representative to assist the City with Phase I of implementing construction of public infrastructure Streetscape Plan Phase I, Front Street from West Street to Cross Street; and

WHEREAS, the City has received and reviewed a proposal from CCS International, Inc., Oakbrook Terrace, Illinois for professional services; and

WHEREAS, it is necessary for the City to enter into an agreement with CCS International, Inc. for the purposes of providing owner representative services to the City.

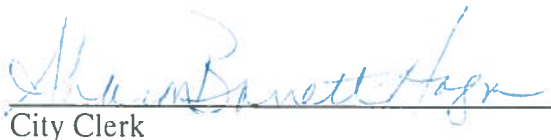
NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois that the Mayor is authorized to execute a professional services agreement between the City of Wheaton and CCS International, Inc., Oakbrook Terrace, Illinois, for owner representative services to assist the City with Phase I, the construction of the public infrastructure, Front Street from West Street to Cross Street, and the City Clerk is hereby authorized to attest to the Mayor's signature.

ADOPTED this 3rd day of October, 2016.



Mayor

ATTEST:



City Clerk

Ayes:

Roll Call Vote:

Councilman Rutledge
Mayor Gresk
Councilman Saline
Councilman Scalzo
Councilman Sues
Councilwoman Fitch
Councilman Prendiville

Nays:

None

Absent:

None

Motion Carried Unanimously

This number must appear on
all invoices and documents.
No. C 36915

Agreement Between the City of Wheaton, Illinois
And CCS International, Inc.
for Professional 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 CCS International, Inc. ("Professional Service Provider"), 1815 South Meyers Road, Suite 200, Oakbrook Terrace, Illinois 60181.

WITNESSETH:

Whereas, the City has determined that it is strategic to hire a Professional Service Provider to provide services related to Engineering RFP development, distribution and selection process; agreement development; design value engineering; and cost estimating all related to Phase 1 Implementation of Downtown Streetscape Plan (Front Street); and

Whereas, the Professional Service Provider's proposal attached hereto and incorporated herein as Exhibit A shall be the professional services provided (hereinafter the "Work"); and

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

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

1. **Scope of Service:** The Recital paragraphs are incorporated herein as substantive terms and conditions of this Agreement and as representing the intent of the Parties. The Professional Service Provider shall furnish all labor, materials, and equipment to provide and perform the Work. The Professional Service Provider represents and warrants that it shall perform the Work in a manner consistent with the level of care and skill customarily exercised by other professional service providers under similar circumstances.
2. **Compensation:** The City shall compensate the Professional Service Provider according to the terms of the Professional Service Provider's proposal which is attached hereto as Exhibit A. the Professional Service Provider shall invoice the City on a monthly basis identifying the dates covered by the invoice, hours expended at the billing rates indentified herein, and a summary of the Work performed. The Professional Service Provider shall not charge for regular business expense, except for messenger and overnight services.
3. **Waivers of Lien:** The City reserves the right to require waivers of lien before payment where the City deems it to be in its best interest to do so.

4. **Term of Agreement:** This Agreement shall become effective upon the latter of the date accepted and signed by the City and the date accepted and signed by the Professional Service Provider. It shall be in effect until the City deems the Work complete and acceptable.
5. **Time is of the Essence:** Time is of the essence in the performance of all the terms and conditions of this Agreement.
6. **Insurance :** The Professional Services Provider 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 Professional Services Provider and, where appropriate, the City against claims and liabilities which may arise out of the Work. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the City. The insurance coverages shall include, but not necessarily be limited to, the following:
 - **Worker's Compensation Insurance** with limits as required by the applicable statutes of the State of Illinois. The employer's liability coverage under the worker's compensation policy shall have limits of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident/injury and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each employee/disease and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) POLICY LIMIT. The workers compensation policy shall provide a waiver of subrogation (aka Waiver of our Right to Recover from Others Endorsement), to the City.
 - **Commercial General Liability Insurance** protecting the Professional Services Provider against any and all public liability claims which may arise in the course of performance of this contract. The limits of liability shall be not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence bodily injury/property damage combined single limit and ONE MILLION DOLLARS (\$1,000,000) aggregate bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the City as an additional insured on a primary and non-contributory basis.
 - **Commercial Automobile Liability Insurance** covering the Professional Services Provider's owned, non-owned, and hired vehicles which protects the Professional Services Provider against automobile liability claims whether on or off of the City's premises with coverage limits of not less than ONE MILLION DOLLARS (\$1,000,000) per accident bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the City as an additional insured on a primary and non-contributory basis.
 - **Professional Errors And Omissions Coverage** with limits of not less than ONE MILLION DOLLARS (\$1,000,000) each claim and in the aggregate covering the Professional Services Provider against all sums which the provider shall become obligated to pay on account of any error and / or omission arising out of the performance of the professional services for the City under this contract. The professional liability insurance shall remain in effect for a period for not less than four (4) years after the completion of the services to be performed by the Professional Services Provider under this Agreement.

Nothing herein set forth shall be construed to create any obligation on the part of the City to indemnify Professional Services Provider for any claims of negligence against the provider or its agents, employees, subcontractors or consultants. Prior to commencement of any Work under this Agreement, the

Professional Services Provider shall file with the City the required original certificates of insurance with endorsements, including those of subcontractors in the form attached as Exhibit B.

7. **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. Terms, frequency, and prices for additional services shall be confirmed in writing by the City and the Professional Service Provider.
8. **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 amendment. No course of conduct before, or during the performance of this Agreement, shall be deemed to modify, change or amend this Agreement.
9. **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.
10. **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.
11. **Freedom of Information Act:** The Professional Service Provider shall, within twenty four hours of the City's request, provide any documents in the Professional Service Provider's possession related to this Agreement 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. Professional Service Provider 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 Professional Service Provider request that City utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Professional Service Provider 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. Professional Service Provider 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 Professional Service Provider 's request to utilize a lawful exemption to City.
12. **Discrimination Prohibited:** The Professional Service Provider shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101 et seq. (1992 State Bar Edition), and with all rules and regulations established by the Department of Human Rights. The Professional Service Provider agrees that it will not deny employment to any person or refuse to enter into any contract for services provided for in

this Agreement to be performed on its behalf on the basis of unlawful discrimination as defined in the Illinois Human Rights Act.

- 13. Status of Independent Consultant:** Both City and Professional Service Provider agree that Professional Service Provider will act as an Independent Consultant in the performance of the Work. Accordingly, the 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.
- 14. Assignment; Successors and Assigns:** Neither this Agreement, nor any part, rights nor interests hereof, may be assigned to any other person, firm or corporation without the written consent of all other parties. Upon approval of assignment, this Agreement and the rights, interests and obligations hereunder shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 15. Non-disclosure:** During the course of the 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.
- 16. 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.

17. Patents: The Professional Service Provider agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material process, article, or device that may enter into the manufacture and construction, or copyrighted material that form a part of the Work covered by this Agreement.
18. Termination of Contract: If the Professional Service Provider fails to perform according to the terms of this Agreement, then the City may terminate this Agreement upon seven (7) days written notice to the Professional Service Provider. In the event of a termination, the City shall pay the Professional Service Provider for services performed as of the effective date of termination, less any sums attributable, directly or indirectly, to Professional Service Provider's breach. The City shall have the right to terminate this Agreement, without cause, upon twenty one (21) days written notice to the Professional Service Provider. The Professional Service Provider shall be paid for all work performed in conformance with the Agreement through the effective date of the not for cause termination. The written notice required under this paragraph shall be either (i) served personally during regular business hours; (ii) served by facsimile data transmission during regular business hours; ; (iii) by e-mail or (iv) served by certified or registered mail, return receipt requested, addressed to the address listed in this Agreement with postage prepaid and deposited in the United States mail. Notice served personally and by facsimile data transmission shall be effective upon receipt, and notice served by United States mail shall be effective three (3) business days after mailing.
19. Cancellation for Unappropriated Funds: The obligation of the City for payment to the Professional Service Provider is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
20. Default. In case of default by the contractor, the City will procure articles or service from other sources and hold the contractor responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code. The City reserves the right to cancel the whole or any part of this Agreement if the Professional Service Provider fails to perform any of the provisions in this Agreement, 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 Professional Service Provider will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the City, fires or floods.
21. Force Majeure: No party hereto shall be deemed to be in default or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of services resulting directly or indirectly from acts of God, acts of civil or military disturbance, or war, which are beyond the control of such non-performing party.

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

If to the Professional Service Provider:

Contractor Name
Attn: Graham Harwood
1815 S. Meyers Rd, Suite 200
Oakbrook terrace, IL 60181
Fax # 630-678-0858
e-mail info@ccsdifference.com

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

23. Severability: If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and this Agreement 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.

24. 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.

25. 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 4th day of October 2016.

City of Wheaton, an Illinois municipal corporation

By Michael J. Gresk
Michael J. Gresk, Mayor

date 10/4/16

Attest:

Sharon Barrett Hagen
Sharon Barrett-Hagen, City Clerk

Professional Service Provider

By President CCS International Inc.

date 10/17/2016

Attest:

EXHIBIT A



September 20, 2016

Mr. Michael Dzugan
CITY OF WHEATON
303 West Wesley
Wheaton, IL 60189

Via Electronic Transmission – mdzugan@wheaton.il.us

**RE: City of Wheaton Downtown Strategic and Streetscape Plan –Phase 1
Front Street from West to Cross**

Project Scope:

Team Selection & Design Phase Owner Representation (Cost Oversight / Value Engineering)

Dear Mr. Dzugan:

We are pleased to provide our proposal to continue to assist the City on the Downtown Streetscape project. As requested, our services include owner's representation for the next steps in the project including selection of the engineering team and cost oversight / value engineering during the design phase.

We have been involved in the team selection process on a number of recent projects. CCS will provide an auditable trail for your selection of the most appropriate engineering team for your project. Once the design / engineering team is selected we will provide objective cost oversight throughout the design process.

- | | |
|---|-------------------|
| 1) RFP Development Process | \$3,620.00 |
| Principal – 8 hours x \$165.00/hr | |
| Project Manager – 20 hours x \$115.00/hr | |
| A. Develop RFP for Selection Process & Schedule for Engineering Team | |
| B. Coordinate Project Scope | |
| C. Coordinate Engineering Scope of Services | |
| D. Develop Ranking Criteria | |
|
 | |
| 2) RFP Distribution and Selection Process | \$5,600.00 |
| Principal – 20 hours x \$165.00/hr | |
| Project Manager – 20 hours x \$115.00/hr | |
| A. Coordinate RFP Distribution to Potential Engineering Respondents | |
| B. Coordinate RFP Evaluation | |
| C. Prepare Recommendation of (3) Finalists for Interviews | |
| D. Manage Interview Process, including Agenda and Ranking Documentation | |
| E. Prepare Recommendation, by interview panel, of the Finalist | |



- | | |
|---|---------------------------|
| <p>3) Professional Services Agreement Development</p> <p>Principal – 20 hours x \$165.00/hr</p> <p>Project Manager – 8 hours x \$115.00/hr</p> <ul style="list-style-type: none"> A. Coordinate Scope Confirmation and Identifying Agreement Options B. Prepare Agreement For Legal Review with Finalist | <p>\$4,220.00</p> |
| <p>4) Design Process Value Engineering / Risk Analysis</p> <p><i>Assumes 5 month process</i></p> <p>Principal – an average of a half (1/2) day per week - 86.5 hours x \$165.00/hr</p> <p>Project Manager – an average of a half (1/2) day per week - 86.5 hours x \$165.00/hr</p> <ul style="list-style-type: none"> A. Ongoing Liason with Design Team Related to Cost Management B. Initial Project Budget Development C. Ongoing Updates of Project Budget to Correspond with Project Development D. Initial Master Schedule Preparation for use in Project Cost Analysis E. Review Progress for Adherence to Master Schedule & Project Costs F. Review Design throughout Development for Budget Compliance G. Ongoing V/E Related Phasing Reviews H. Ongoing V/E Related Logistics Reviews I. Preliminary Construction Schedule Preparation for use in Construction Cost J. Coordinate External Project Influencer Management K. V/E Reviews of SD, DD and 50% CD documents L. Ongoing Conference Call Attendance | <p>\$24,248.00</p> |
| <p>5) Cost Estimating</p> <p>Prepare Construction Cost Estimates at SD, DD & 50% CD</p> <ul style="list-style-type: none"> A. Schematic Design Estimate = \$5,400 B. Design Development Estimate = \$10,200 C. 50% Construction Document Estimate = \$6,300 | <p>\$21,900.00</p> |

Total Fee **\$59,588.00**



Accordingly, we will bill the project based on an as expended hourly basis. We have listed below the hourly rates for staff that may be involved on this project. Rates are per previous contract.

Title	Rate
Principal (Graham Harwood)	\$165.00
Senior Project Manager	\$140.00
Project Manager	\$115.00
Cost Estimating	
Senior Cost Estimator	\$150.00
Cost Manager	\$ 85.00
Senior Mechanical Estimator	\$155.00
Senior Electrical Estimator	\$168.00

Thank you for your consideration and the opportunity to propose our services for your project.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Graham Harwood', is written over a horizontal line.

Graham Harwood
Principal
CCS INTERNATIONAL, INC.
GH/IP/MR
2016 OR: Wheaton Downtown Streetscape

ACCEPTED BY: CITY OF WHEATON

Authorized Representative as Guarantor's Signature

Printed Name: _____

Title: _____ Date: _____



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.

<h2 style="font-size: 24px; margin: 0;">EXHIBIT B</h2>	PRODUCER CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURED 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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$ _____
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below						<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	<input checked="" type="checkbox"/> Professional Liability and Errors and Omissions: <input type="checkbox"/> Owners/Contractors Protection <input type="checkbox"/> XCU coverage <input type="checkbox"/> Pollution / Environmental liability						1,000,000

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 # _____	<ul style="list-style-type: none"> 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.
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CERTIFICATE HOLDER City of Wheaton 303 West Wesley Street PO Box 727 Wheaton, IL 60187-0727 Attn Procurement Officer (fax) 630-260-2017	CANCELLATION <p style="text-align: center;">SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> AUTHORIZED REPRESENTATIVE
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