

**VILLAGE OF BLOOMINGDALE
PURCHASE ORDER PROCUREMENT FOR SERVICES INVOLVING LABOR
GENERAL TERMS AND CONDITIONS**

The Contractor, _____ for itself, its assignees, and successors (hereinafter referred to as the "Contractor") and the Village of Bloomingdale (herein after referred to as the "Village") considers the conditions contained herein, along with the Contractor's proposal as a Contract binding each party to the other party to complete the described work or described services pursuant to the Contractor's proposal for _____, dated _____, incorporated herein by reference, and further pursuant to the general terms and conditions outlined below and pursuant to the laws of the State of Illinois, DuPage County and the Village of Bloomingdale.

Fair Employment Practices

The Contractor shall abide by all Federal and Illinois statutes pertaining to the Fair Employment Practices - Selection of Labor and Equal Employment Opportunity. The Contractor shall recruit, hire, train, upgrade, promote and discipline its employees without regard to race, color, creed, religion, age, sex, or physical or mental handicap; and shall ensure the Company has and enforces policies which prohibit sexual harassment in the workplace.

Prevailing Wages (If applicable)

Contracts for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties. The contractor must adhere to all times to Federal Wage Determination #1L89-11, Rev. Statutes Section 39 S-2 (Modification #3); and the Fair Labor Standards Act (FLSA). If the Contractor is uncertain as to the application of prevailing wages for this work, then he/she should contact the Illinois Department of Labor.

The Contractor shall comply with the requirements of Public Act 97-0571, by which the Contractor and all subcontractors performing the Work under this Contract shall each submit no later than the tenth day of each calendar month for the immediately preceding month with the Village of Bloomingdale, certified payroll records of all laborers, mechanics, and other workers employed by them and performing the Work under this Contract. The certified payroll records shall include: each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day. The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor or an officer, employee, or agent of the contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages and (iii) the Contractor or subcontractor(s) is aware that failing to file a certified payroll record payroll or filing a certified payroll record that he or she knows to be false, is a violation of the Act and a Class A misdemeanor. A contractor or subcontractor convicted or found guilty under Section 5 or 6 of this Act shall be subject to an automatic and immediate debarment, thereafter prohibited from participating in any public works project for four (4) years, with no right to a hearing. The Contractor and all subcontractors shall make and keep said certified payroll records for the Work for a period of not less than 3 years from the date of the last payment on a contract or subcontract for public works pursuant to the Act. Upon seven (7) business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the records identified in this paragraph open to the inspection of the Village, its officers, employees, agents and to federal, State, or local law enforcement agencies and prosecutors.

Effective June 1, 2004 contractors/construction managers are required to post prevailing wage rates at job sites as required by HB3398, signed into law on June 25, 2003. (820 ILCS 130/4) from ch.48, par. 39s-4 sec. 4 (It shall be mandatory upon the contractor or construction manager to whom a contract for public works is awarded to post, at a location on the project site of the public works that is easily accessible to the workers engaged on the project, the prevailing wage rates for each craft or type of work or mechanic needed to execute the contract or project or work to be performed. A failure to post a prevailing wage rates required by this section is a violation of this act. Source: P.A. 92-783, eff. 8-6-02).

Public Contracts of Criminal Code (Article 33)

The company is not barred from bidding on this municipal public project, nor is in proceedings for debarment, as a result of violation of Article 33 E./Public Contracts of the Criminal Code of 1961", as amended, of the State of Illinois Prevailing Wages of Employees on Public Works Act (820 ILCS 130/1-12) or other applicable laws.

Employment of Illinois Workers on Public Works Act

The company, as applicable shall comply with the Employment of Illinois Workers on Public Works Act, Also known as the "Preference to Illinois Citizens Act", requiring contractors to use at least 90% Illinois laborers on all public works projects that receive State funds or funds administered by the State during a period of "excessive unemployment". Excessive unemployment is defined as any month immediately following 2 consecutive calendar months that the Illinois unemployment rate exceeds 5%.

Compliance to Laws

The Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of federal, state, county and Village governments and/or any other local governing agencies which may in any manner affect the preparation of proposals or the performance of this Contract. The Contractor shall obtain all necessary permits to complete the work. All merchandise or commodities must conform to all standards and regulations as set forth under the Occupational Safety Hazards Act (O.S.H.A.).

Hold Harmless Agreement

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village of Bloomingdale, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village of Bloomingdale, its officials, agents and employees, arising in whole or in part of, in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village of Bloomingdale, its agents or employees, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all cost and other expenses arising therefrom or incurred in connections therewith, and, if any judgment shall be rendered against the Village of Bloomingdale, its officials, agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expresses, understands and agrees that any Performance Bond or insurance policies required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Bloomingdale, its officials, agents and employees as herein provided.

The Contractor further agrees that to the extent that money is due the Contractor, by virtue of this Contract as shall be considered necessary in the judgment of the Village of Bloomingdale may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that extent shall have been furnished to the satisfaction of the Village of Bloomingdale.

Method of Payment

The Village shall follow the Prompt Payment Act. Unless otherwise agreed upon, work shall be paid after final completion of all work by the Contractor and acceptance by the Village. All sworn statements and lien waivers must be in order, in receipt and reviewed by the Village of Bloomingdale prior to the release of any checks. The Village reserves the right to withhold payment and/or order work to cease if the Contractor does not properly perform all required work under the Contract.

Subletting of Contract

If any portion of the work or service is to be sublet, the Contractor shall submit in writing to the Village for their approval, the name of the subcontractor, the portion of the work to be done, and the value of the subcontract. Any and all subcontractors shall be bound by this Contract to the same terms as the Contractor. Prior to commencing work, subcontractors must place on file with the Village a Certificate of Insurance as outlined "Insurance".

Except as set forth hereinabove, no Contract shall be assigned or any part of the same subcontracted without the written consent of the Village, but in no case shall such consent relieve the Contractor from his obligation or change the terms of this Contract. The Contractor shall not transfer or assign any Contract funds or claims due, or to become due, without written approval of the Village having first been obtained. The transfer or assignment of any Contract funds either in whole or in part, or any interest therein, which shall be due, or to become due, the Contractor, shall cause the annulment of any such transfer or assignment.

General Independent Contractor Clause

This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent Contractor and not the public employer's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, (the state revenue and taxation law), (the state worker's compensation law) and (the state unemployment insurance law). The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be

continued as creating any joint employment relationship between the Contractor and the public employer and the public employer will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

Drug-free Workplace Certification

The Contractor certifies that they are in compliance with 30 ILCS 580/1 the Drug-Free Workplace Act. The Contractor shall prohibit the drinking of any alcoholic beverages or the ingestion of any illegal narcotics by its employees while on duty or in the course of performing their duties under this Agreement.

Insurance

Contractor shall maintain all necessary and proper insurance for the duration of the work to be performed, including comprehensive general liability insurance and property damage insurance and works compensation insurance, as well as automobile liability insurance. Successful bidder must be covered for the following requirements prior to receiving a Contract with the Village:

- a. Comprehensive General Liability
General Aggregate \$1,000,000.
Automobile Liability \$2,000,000.
- b. Per person \$1,000,000.
Per occurrence \$2,000,000.
- c. Workers Compensation State of Illinois Statutory Limits
- d. Errors and Omissions (Engineering or Architectural only) Legal Limits

The Contractor's insurance policies, as outlined above, shall provide coverage to the Village of Bloomingdale for any and all claims arising out of the contractual obligation; further the policies shall name the Village of Bloomingdale, its officials, agents, & employees as primary non-contributory additional insured, and with original endorsements affecting coverage required by this clause. The Village reserves the right to request full certified copies of any insurance. Policy coverage shall contain no special limitations on the scope of protection afforded to the municipality, its officials, agents, employees, or volunteers. Evidence of coverage must be presented to the Village of Bloomingdale.

Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought. Any failure to comply with reporting provisions or any policy shall not affect coverage provided to the municipality, its agents, or employees.

If this insurance is written on the Comprehensive General Liability Policy Form, the certificates shall be ACORD25, Certificate of Insurance. If this insurance is written on a Commercial General Liability Policy Form, ACORD25-S form will be acceptable. In Form ACORD25 and 25-S, strike out (delete) in the cancellation provisions the following words: "Endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives".

It is mandatory for the Director of Village Services, or his designee, to be notified if the CONTRACTOR fails to pay the premium for the above-required coverages.

Insurer shall agree to waive all rights of subrogation against the municipality, its agents, and employees.

The insurance carrier of the Contractor shall provide a minimum of thirty (30) days written notice to the Director of Village Services, or his designee, before insurance limits and scope of coverage are materially altered or insurance protection is cancelled.

All insurance Contracts must maintain a Best's rate of **A: Class VI** or better.

No contract shall be approved by the Village, nor shall the Contractor commence any work under this Contract until he has submitted evidence of compliance with the above insurance requirements.

Subcontractors — Contractors shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all requirements stated under "Insurance".

Contractor's Responsibility

- 1. The Contractor acknowledges that he/she has examined and become familiar with the job site(s) and accepts sole responsibility for:
 - a. Protection of existing facilities including grounds, equipment, structures, landscaping, etc.
 - b. Reporting damage and repairing same property to the Village's satisfaction
 - c. Providing full-time supervision of all work
 - d. Providing service in accordance with drawings, specifications and revisions, making same available on the job site at all times
 - e. Employing workmen skilled in their trade
 - f. Providing an English-speaking supervisor at the job site when work is in progress who can receive and carry out instructions from Village personnel
 - g. Storage of materials and equipment and moving of same when directed by the Village, at his own expense
 - h. Keeping the job site as neat as possible, by cleaning up debris and providing for its removal
 - i. Exercising of extreme caution not to trespass upon private property without prior, written permission and shall confine his operations to the job site, public right-of-way or easements
 - j. Ensuring uninterrupted flow of traffic. Partial or complete blockage of any street will not be permitted unless permission is obtained from the Director, or his designee, in writing
 - k. If requested by the Village, furnishing at his own expense barricades, warning signs, flags, and/or lights as necessary to protect the work and safeguard the public.
 - l. Warranting that the work shall be designed in full compliance with the Americans with Disabilities Act (42U.S.C. 121101 et. seq.) and with applicable regulations and accessibility guidelines hereunder, and with the Environmental Barriers Act (Ill. Rev. Stat. Ch. 111-1/2, par. 3711 et. seq.) and its regulations in the Illinois Accessibility Code (71 Ill. Admin. Code 400, 110 et. seq.)

Entire Agreement

The above conditions constitute the entire agreement and shall govern the completion of the described work and/or services. In the event that there are conflicts between the provisions in the Contractor's proposal and the above provisions shall take precedent in governing this Contract.

Accepted by the Village of Bloomingdale

Accepted by the Vendor/Contractor

Signature of Village Official

Signature of Vendor/Contractor

Title

Title

Date

Date

Business Address

ACORDTM CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY) Completed	
PRODUCER Fully Completed				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 BELOW.			
INSURED Fully Completed							
				INSURERS AFFORDING COVERAGE		NAIC #	
				INSURER A: Name of Insurance Company		Completed	
				INSURER B: Name of Insurance Company		Completed	
				INSURER C: Name of Insurance Company		Completed	
				INSURER D: Name of Insurance Company		Completed	
				INSURER E: Name of Insurance Company		Completed	
COVERAGES							
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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY (G001) <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNERS & CONT PROT ((IF REQUIRED)) <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIER PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea. Occur.) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 1,000,000	
A		AUTOMOBILE LIABILITY (A001) <input checked="" type="checkbox"/> ANY AUTO CA001 <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"/> _____	Policy Number	Policy Start Date	Policy End Date	COMBINED SINGLE LIMIT (Ea. Accident) \$ 1,000,000 BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE (PER ACCIDENT) \$	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
B	X	EXCESS UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE \$ per request AGGREGATE \$ per request	
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	Policy Number	Policy Start Date	Policy End Date	<input checked="" type="checkbox"/> WC STATU- <input type="checkbox"/> OTHER TORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE-EA EMPLOYEE \$ 500,000 E.L. DISEASE-POLICY LIMIT \$ 500,000	
		OTHER Professional Liability (If requested)	Policy Number	Policy Start Date	Policy End Date		
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS List project number, location and description. No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to the additional insured is primary.							
CERTIFICATE HOLDER				CANCELLATION			
Additional Insured: Village of Bloomingdale, its officials, employees, agents and volunteers.				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, SIGNATURE OF AUTHORIZED AGENT			