



City of Crystal Lake
Finance Department
100 W. Woodstock Street
Crystal Lake, IL 60014
Phone: 815-459-2020
Fax: 815-404-2106

STANDARD PURCHASE ORDER TERMS AND CONDITIONS

1. Non-Exclusive: This Purchase Order is non-exclusive. The City of Crystal Lake ("City") does not guarantee any minimum purchase other than as provided herein
2. Inspection and Acceptance: Vendor shall perform all services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services. City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor's expense; or (3) reject and return the goods at Vendor's cost and/or reject the services at Vendor's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Purchase Order.
3. Shipping, Taxes and Other Credits and Charges: Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by Illinois Local Government Prompt Payment Act. The price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration Number is 36-6005840 and its State of Illinois Tax Exemption number is Registration No. is 98-02890. All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor's name, the Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services.
4. Risk of Loss: Vendor shall bear the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Vendor from any obligation hereunder.
5. Invoice: Each invoice shall include: (i) the purchase order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.



City of Crystal Lake
Finance Department
100 W. Woodstock Street
Crystal Lake, IL 60014
Phone: 815-459-2020
Fax: 815-404-2106

6. Payment: Payment shall be subject to Illinois Local Government Prompt Payment Act after City accepts the goods/services. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Crystal Lake City Council for the purpose of this Purchase Order, encumbered for the purpose of this Purchase Order and paid into the Treasury of the City. Vendor acknowledges that: (i) City does not, by this Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may set off against any payments due to Vendor any claims and/or credits it may have against Vendor under this Purchase Order.

7. Amendments/Changes: Only the City Manager, or his delegate, is authorized to change or amend this Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Purchase Order to exceed the amount appropriated and encumbered for this Purchase Order is expressly prohibited and of no effect. Vendor shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. The Vendor has no authority to bind City on any contractual matters.

8. Warranty: Vendor warrants and guarantees to City that all goods furnished under this Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall either, at City's election and to City's satisfaction, remedy any and all defects or replace the defective goods at no expense to City within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

9. Indemnification/Limitation of Liability: Vendor shall indemnify and hold harmless the City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Purchase Order up to the Total Purchase Order Amount. Notwithstanding anything contained in this Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by 745 ILCS 10, et seq.



City of Crystal Lake
Finance Department
100 W. Woodstock Street
Crystal Lake, IL 60014
Phone: 815-459-2020
Fax: 815-404-2106

10. Termination: City may terminate this Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services accepted by City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.

11. Interference: Vendor shall notify the Director of Finance immediately of any condition that may interfere with the performance of Vendor's obligations under this Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

12. Venue, Choice of Law and Disputes: Venue for all legal actions shall lie in the District Court for the City of Crystal Lake, IL and shall be governed by the laws of the State of Illinois.

13. Assignment/No Third Party Beneficiary: Vendor shall not assign or subcontract any of its rights or obligations under this Purchase Order without the written consent of the City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Purchase Order is intended solely for the benefit of the City and Vendor with no third party beneficiaries.

14. Notice: Notices shall be made by Vendor to the Director of Finance and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested.

15. Compliance With Laws: Vendor shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, and regulations related to its performance under this Purchase Order. The City may immediately terminate this Purchase Order, in whole or in part, if Vendor or an employee is convicted, plead nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

16. Insurance: Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Illinois and rated by A.M. Best Company as A-, VIII or better. Each policy shall contain a valid provision stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to the City of Crystal Lake Risk Management, 100 W. Woodstock Street, Crystal Lake, Illinois 60014. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." Additionally, Vendor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible



City of Crystal Lake
Finance Department
100 W. Woodstock Street
Crystal Lake, IL 60014
Phone: 815-459-2020
Fax: 815-404-2106

or self- insured retention The insurance coverages specified in this Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Vendor shall provide a copy of this Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Purchase Order prior to placement of coverage. Contractor certifies that the attached certificate of insurance attached to the Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Purchase Order. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Purchase Order shall not act as a waiver of Vendor's breach of this Purchase Order or any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. Vendor's insurer shall name as Additional Insured to its Commercial General Liability and Business Auto Liability policies the City of Crystal Lake, its elected and appointed officials, employees and volunteers. Vendor's insurer shall waive subrogation rights against the City. All sub-contractors and sub-consultants (including independent contractors, suppliers or other entities providing goods/services required by this Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City.

The Vendor shall provide coverage at least as broad as:

Insurance Services Office Commercial General Liability, with the City named as additional insured, on a form at least as broad as the endorsement ISO Additional Insured Endorsement CG 2010, CG 2026, or if requested by the City, CG2037 - Completed Operations.

Minimum Limits: The Vendor shall maintain limits no less than the following, \$1,000,000 combined single limit per occurrence for bodily injury and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

General Provisions:

- a) The City, its officials, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of the Vendor's work, including activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, leased or used by the Vendor; or automobiles owned, leased, hired or borrowed by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, agents, employees and volunteers.
- b) The Vendor's insurance coverage shall be primary as respects the City, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, agents, employees and volunteers shall be excess of Vendor's insurance and shall not contribute with it.
- c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, agents, employees and volunteers.



City of Crystal Lake
Finance Department
100 W. Woodstock Street
Crystal Lake, IL 60014
Phone: 815-459-2020
Fax: 815-404-2106

- d) The Vendor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Vendor shall be required to name the City, its officials, agents, employees and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the City.
6. All general liability coverages shall be provided on an occurrence policy form. Claims made general liability policies will not be accepted.

Insurance Services Office Business Auto Liability Coverage, form number CA 0001, Symbol 01 "Any Auto." **Minimum Limits:** The Vendor shall maintain limits no less than the following, \$1,000,000 combined single limit per accident for bodily injury and property damage. (This insurance must include non-owned, hired, or rented vehicles, as well as owned vehicles)

Workers' Compensation and Employers' Liability. **Minimum Limits:** The Vendor shall maintain limits no less than the following, Workers Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident. **General Provisions:** The insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for losses arising from work performed for the City of Crystal Lake by the Vendor.

Applicable to All Coverages

The policies are to contain, or be endorsed to contain, the following provisions:

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to, and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the member, its officials, agents, employees and volunteer; or the Vendor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.
- The specifications may require higher limits or additional types of insurance coverages than shown above and the Vendor will be required to furnish a certificate of insurance, copy of additional insured endorsement or other proof of insurance coverages.

17. Severability: If any provision of this Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

18. Survival: All terms and conditions of this Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time



City of Crystal Lake
Finance Department
100 W. Woodstock Street
Crystal Lake, IL 60014
Phone: 815-459-2020
Fax: 815-404-2106

necessary to fully resolve any claims, matters or actions begun within that period. Bonds shall survive as long as any warranty period.

19. No Construction against Drafting Party: No provision of this Purchase Order shall be construed against the drafter.

20. Status of Vendor/Ownership of Work Product: Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time. Vendor and its employees are not employees or officers of the City for any purpose whatsoever. All goods, deliverables, hardware, software, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction.

21. Records and Audits: Vendor shall maintain for three (3) years after final payment hereunder, all pertinent books, documents, papers and records of Vendor involving transactions related to this Purchase Order, and City shall have the right to inspect and copy the same.

22. Remedies/Waiver: No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

23. No Discrimination in Employment: Vendor shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Vendor shall insert the foregoing provision in any subcontracts hereunder.

24. Use, Possession or Sale of Alcohol or Drugs: Vendor shall cooperate and comply with the provisions of Illinois Contractors Drug Free Workplace Act. Violation may result in City terminating this Purchase Order or barring Vendor from City facilities or from participating in City operations.

25. Conflict of Interest: No employee of City shall have any personal or beneficial interest in the goods/services described in this Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics.

26. Advertising and Public Disclosure: The Vendor shall not include any reference to the Purchase Order or to services performed or goods purchased pursuant to the Purchase Order in any of the Vendor's advertising or public relations materials without first obtaining the written approval of the Director of Finance.

27. The Contractor, including its subconsultant(s) and/or subcontractor(s), shall, at the time of its execution of this Agreement, participate in the federal E-Verify Program to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

28. In order to receive payment, a complete and responsive invoice must be submitted, which includes the City-generated purchase order on the invoice and complying with the City's invoicing instructions, including delivery of the invoice to the proper City official or agency.



City of Crystal Lake
Finance Department
100 W. Woodstock Street
Crystal Lake, IL 60014
Phone: 815-459-2020
Fax: 815-404-2106

29. Warranty: Vendor warrants and guarantees to City that all goods furnished under this Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used and that any professional services associated with the goods, or stand-alone professional services, shall be performed in a workmanlike and professional manner, with the degree of skill and judgment normally exercised by recognized professionals performing services of the same or substantially similar nature. For any goods or services which are, or become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall at no expense to City, at City's election and to City's satisfaction, either remedy any and all defects or replace the defective goods within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

30. Federal Provisions: Where the source of the funds, directly or indirectly for this Purchase Order is the Federal Government, the Vendor agrees to the applicable provisions set out below. The Vendor shall be responsible for determining which terms are applicable to its products and/or services.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60).

DAVIS- BACON ACT COMPLIANCE Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3148 to 3148) as supplemented by Department of Labor regulations (29 CFR part 5).

ANTI-KICKBACK ACT COMPLIANCE Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

CONTRACT WORK HOURS AND SAFETY STANDARDS Contractor agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5)

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT Contractor agrees to comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

CLEAN AIR AND WATER REQUIREMENTS Contractor agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et. seq.), and the Clean Water Act (33 U.S.C. 1251 et. seq.). Contractor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to the appropriate EPA regional office.



City of Crystal Lake
Finance Department
100 W. Woodstock Street
Crystal Lake, IL 60014
Phone: 815-459-2020
Fax: 815-404-2106

ENERGY CONSERVATION REQUIREMENTS The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201)

NO SUSPENSION OR DEBARMENT Contractor certifies that neither it nor its Principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency.

BYRD ANTI-LOBBYING. If the Maximum Contract Amount exceeds \$100,000, the Contractor must complete and submit to the City a required certification form provided by the City certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.