

CHAPTER 1

ADMINISTRATION AND ENFORCEMENT

SECTION:

Peoria Heights Illinois

9-1-1: Building-Electrical Inspector

9-1-2: Contractor Insurance Requirements

9-1-3: Payment Of Prevailing Wage Required

9-1-1: BUILDING-ELECTRICAL INSPECTOR:

A. There is hereby created a position of building-electrical inspector (known as building inspector) in the administration department in the village of Peoria Heights. The duties of code enforcement are to be performed by a sworn officer of the village of Peoria Heights police department, under the authority of the chief of police.

B. The building inspector shall be selected by the village administrator with the advice and consent of the village president. This selection shall be based solely on the basis of qualifications including, but not limited to, specific professional education and actual experience in and knowledge of the duties of the position, as specified in this section. The building inspector shall be classified as an on call, as needed employee of the village of Peoria Heights with a rate and method of compensation to be set by the village president and the board of trustees.

C. The building inspector shall be responsible to the village administrator, village president, and board of trustees for proper implementation of the responsibilities as follows:

1. Inspection of commercial and residential buildings and structures in the course of construction alteration, electrical functioning and repair for compliance with the village's international residential/commercial building codes, national electrical code and zoning ordinance referenced standards to obtain conformance with adopted codes.
2. Reviews submitted building and site plans prior to issuance of a building permit.
3. Communicate with permit applicants, architects, engineers, contractors, the village administrator and the director of public works to ensure substantial compliance with adopted codes and ordinances.
4. Writes permits and permit processing.
5. Conducts inspections to assist other departments such as fire, police, housing, public works, and administration as needed.
6. Available to public for inquiries from individuals regarding international residential/commercial building codes, national electrical codes and zoning ordinance and related items.
7. Performs other related duties as assigned by the village president, village administrator and/or board of trustees.

D. The building inspector shall, in addition to the qualifications in subsection B of this section, have the following qualifications:

1. Necessary knowledge of international residential/commercial buildings codes, national electrical code, and the zoning ordinance of the village of Peoria Heights and other ordinances necessary to enforce compliance with the ordinances and codes relative to building construction, maintenance and repair within the village of Peoria Heights.
2. Knowledge of applicable state, federal and local ordinances, laws, rules and regulations.
3. Knowledge of principles, practices, methods, techniques and all aspects of building construction, electrical wiring maintenance and international residential/commercial building codes, national electrical code and zoning ordinance enforcement. (Ord. 2016-1466, 4-5-2016)

9-1-2: CONTRACTOR INSURANCE REQUIREMENTS:

A. Insurance Required; Amounts: Contractors and subcontractors shall obtain insurance of the types and in the amounts as listed in this section:

1. Commercial General And Umbrella Liability Insurance:

a. The contractor shall maintain commercial general liability (hereinafter "CGL") and, if necessary, commercial umbrella insurance with a limit of not less than one million dollars (\$1,000,000.00) for each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the project/location.

b. CGL insurance shall be written on the insurance services office (hereinafter "ISO") occurrence form or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

c. The village shall be included as an insured under the CGL, using the ISO additional insured endorsement form or a substitute form providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self- insurance afforded to the village.

d. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

2. Continuing Completed Operations Liability Insurance:

- a. The contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than one million dollars (\$1,000,000.00) each occurrence for at least one year following substantial completion of the work.
- b. Continuing CGL insurance shall be written on the ISO occurrence form, or substitute form providing equivalent coverage, and shall, at a minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.
- c. Continuing CGL insurance shall have a products-completed operations aggregate of at least two (2) times its each occurrence limit.
- d. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under the required endorsement form.

3. Business Auto And Umbrella Liability Insurance: The contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than one million dollars (\$1,000,000.00) for each accident. Such insurance shall cover liability arising out of any auto including owned, hired and nonowned autos.

4. Workers' Compensation Insurance:

- a. The contractor and subcontractor shall maintain workers' compensation insurance as provided in this subsection A4 and as required by Illinois statute. The workers' compensation insurance and/or umbrella and/or employer liability required insurance limits shall not be less than one million dollars (\$1,000,000.00) for each accident for bodily injury by accident or one million dollars (\$1,000,000.00) for each employee for bodily injury by disease.
- b. If the village has not been included as an insured under the CGL using the ISO additional insured endorsement form under the commercial general and umbrella liability insurance required in the contract, the contractor waives all rights against the village and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the contractor's work.

B. General Insurance Provisions:

1. Evidence Of Insurance:

- a. Prior to beginning work, the contractor shall furnish the village with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this section.
- b. All certificates of insurance shall provide for thirty (30) days' written notice to the village prior to the cancellation or material change of any insurance referred to therein. Written notice to the village shall be by certified mail, return receipt requested.
- c. Failure of the village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the village to identify a deficiency from evidence that is provided shall not be construed as a waiver of the contractor's obligation to maintain such insurance.
- d. The village shall have the right, but not the obligation, of prohibiting the contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the village.
- e. Failure to maintain the required insurance may result in termination of the contract at the village's option.
- f. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to the village whenever requested.
- g. The contractor shall provide certified copies of all insurance policies required above within ten (10) days of the village's written request for said copies.

2. Cross Liability Coverage: If the contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross liability coverage.

3. Deductibles And Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to the village. At the option of the village, the contractor may be asked to eliminate such deductibles or self-insured retentions as respects the village, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including, but not limited to, investigations, claim administration and defense expenses.

4. Subcontractors: The contractor shall cause each subcontractor employed by the contractor to purchase and maintain insurance of the type specified in this section. When requested by the village, the contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

C. Prevailing Wage Act: All contractors and subcontractors shall comply with the prevailing wage act of the state of Illinois and all case law interpreting the prevailing wage act. The contractor and subcontractor shall provide all required notices and keep all records of their wages paid to their employees, as required, including certified payroll records as required by the prevailing wage act.

D. Indemnification: To the fullest extent permitted by law, the contractor and subcontractor shall indemnify and hold harmless the village, the mayor and board of trustees, and village officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including, but not limited to, legal fees (attorney and paralegal fees and court costs) arising out of or resulting from the performance of the contractor's work; provided, that any such claim, damage, loss or expense: 1) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom; and 2) is caused in whole or in part by any wrongful or negligent act or omission of the contractor, any

subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this subsection. The contractor shall similarly protect, indemnify and hold and save harmless the village, the mayor and board of trustees, and village officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including, but not limited to, legal fees incurred by reason of the contractor's breach of any of its obligations under, or the contractor's default of, any provision of the contract.

E. Sexual Harassment Policy: Every contractor or subcontractor contracting with the village is required to have a written sexual harassment policy as recommended:

Recommendation: Your sexual harassment policy should be drafted in language easy to understand and any revisions should be reviewed by legal counsel. A copy of your policy should be posted in a prominent and accessible location to assure all employees will be notified of the company's position.

In order to conduct business with the Village of Peoria Heights, you must have a written sexual harassment policy that conforms to the new act.

F. Change Orders: The village and contractor agree that changes in the work are sometimes required and necessary. Any change orders requested by the village and/or the contractor or subcontractor shall be submitted to each other in writing, reviewed by the village or its representative, and final written approval by the village representative is necessary in order to assure that the work is completed on schedule and according to any change order. The village administrator may authorize in writing any change order for an amount of less than ten thousand dollars (\$10,000.00). Change orders in the amount of ten thousand dollars (\$10,000.00) or more must be approved by the board of trustees. (Ord. 2013-1378, 2-5-2013)

9-1-3: PAYMENT OF PREVAILING WAGE REQUIRED:

A. Any individual, partnership, corporation, limited liability company or other entity that receives any form of funding for a project from the village pursuant to the village's redevelopment plans adopted in accordance with the TIF Act and the BDD Act shall, as a condition of such funding, fully comply with all of the requirements of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq., for all work undertaken as part of such project.

B. Any individual, partnership, corporation, limited liability company or other entity that receives any form of funding for a project from the village pursuant to the village's redevelopment plans adopted in accordance with the TIF Act and the BDD Act shall, as a condition of such funding, require all contractors performing any work undertaken as part of such project to provide evidence of participation in an apprentice and training program approved by and registered with the United States Department of Labor Office of Apprenticeship and Training (or a reasonably equivalent program) applicable to the work to be performed on the project. (Ord. 2019-1615, 12-17-2019)