

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2015-0200

Innoprise Contract #: C15-0058

Year: 2015-17

Amount: \$33,550.00

Department: Parks & Building Maint - Frank Stec

Contract Type: Services

Contractors Name: Pizzo & Associates, Ltd.

Contract Description: Police Station Stewardship 2015-17
C18-0067 Addendum A Stewardship 2018-2020 (2018-0219 \$29,150)

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6100
OrlandPark.org



TRUSTEES
Kathleen M. Fenton
James V. Dodge
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello
Michael F. Carroll

June 4, 2018

Mr. Nick Kinsella
Pizzo & Associates, Ltd.
P.O. Box 98
Leland, Illinois 60531

RE: Addendum A dated May 14, 2018
Police Station – Native Landscape Stewardship 2015-17

Dear Mr. Kinsella:

Enclosed is a copy of Addendum A dated May 14, 2018 for the change to extend the term of the contract through December 31, 2020 at a total cost of Twenty Nine Thousand One Hundred Fifty and No/100 (\$29,150.00) Dollars. Please attach this to the original Police Station – Native Landscape Stewardship 2015-17 contract dated May 29, 2015. Purchase order #18-001295 has been issued for 2018.

If you have any questions, please call me at 708-403-6173.

Sincerely,


Denise Domalewski
Purchasing & Contract Administrator

Encl:

cc: Matt Creed

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Avenue
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May 14, 2018

Mr. Nick Kinsella
Pizzo & Associates, Ltd
PO Box 98
Leland, Illinois 60531

RE: Notice of Award - Addendum A dated May 14, 2018
Police Station – Native Landscape Stewardship 2015-17

Dear Mr. Kinsella:

This notification is to inform you that on April 16, 2018, the Village of Orland Park Board of Trustees approved awarding Pizzo & Associates, Ltd., Inc. the contract in accordance with the proposal you submitted dated March 16, 2018, for Police Station – Native Landscape Stewardship 2018-2020. I've issued an addendum extending the term of the contract from 2015. Please sign the attached addendum and return to my attention at Village of Orland Park, 14700 S. Ravinia Avenue, Orland Park, Illinois 60462 or email to ddomalewski@orlandpark.org. I will return a fully executed addendum for your files.

If you have any questions, please call me at 708-403-6173.

Sincerely,

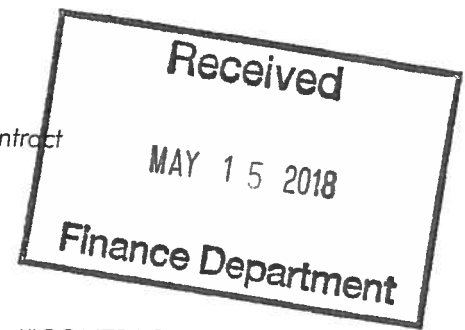
Denise Domalewski
Purchasing & Contract Administrator

cc: Matt Creed

ADDENDUM A to
Police Station - Native Landscape Stewardship 2015-17 Contract

Dated
May 29, 2015

Between
The Village of Orland Park, Illinois ("VILLAGE") and Pizzo & Associates, Ltd. ("CONTRACTOR")



WHEREAS, on May 29, 2015, a certain Agreement regarding Police Station - Native Landscape Stewardship 2015-17 between the Village and the Contractor was executed (hereinafter referred to as the "Agreement"); and,

WHEREAS, the Village wishes to extend the term of the agreement.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. In the event of any conflict or inconsistency between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall control.
2. The title of the agreement shall be modified to strike "2015-17";
3. **SECTION 1: THE CONTRACT DOCUMENTS** of said Agreement shall be amended to include "Addendum A dated May 14, 2018" and "The Proposal submitted by contractor dated March 16, 2018 to the extent it does not conflict with this contract"
4. **SECTION 2: SCOPE OF THE WORK AND PAYMENT** of said Agreement shall be amended to strike the words "dated March 18, 2015" from the sentence "...as further described in the CONTRACTOR'S Proposal dated March 18, 2015..."
5. **SECTION 2: SCOPE OF THE WORK AND PAYMENT** of said Agreement shall be amended include before the words "(hereinafter referred to as the "CONTRACT SUM)":

YEAR	LABOR	MATERIALS	PRESCRIBED FIRE	TOTAL
2018	\$7,000	\$1,250		\$8,250
2019	\$7,000	\$1,250	\$4,400	\$12,650
2020	\$7,000	\$1,250		\$8,250
				\$29,150

TOTAL: for calendar years 2018-2020 an amount not to exceed Twenty Nine Thousand One Hundred Fifty and NO/100 (\$29,150.00) Dollars

6. **SECTION 4: TERM OF THE CONTRACT** of said Agreement shall be amended to strike the words "December 31 2017" from the sentence "shall complete performance of the WORK of this Contract by December 31, 2017" and replace with "December 31, 2020".
7. **SECTION 8: NOTICE: To the CONTRACTOR** of said agreement shall be amended to replace "Mason Shank" with "Nick Kinsella, General Manager - Southern Territory"; replace "masons@pizzo.info" with nickk@pizzo.info; and add "Mobile: 815-826-1081".



ADDENDUM A to
Police Station - Native Landscape Stewardship 2015-17 Contract

Dated
May 29, 2015

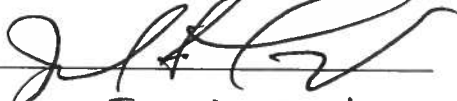
Between
The Village of Orland Park, Illinois ("VILLAGE") and Pizzo & Associates, Ltd. ("CONTRACTOR")

8. All of the other terms, covenants, representations and conditions of said Agreement not deleted or amended herein shall remain in full force and effect during the effective term of said Agreement.
9. This Addendum may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Addendum, made and entered into effective the 14th day of May, 2018, shall be attached to and form a part of the Agreement dated the 29th day of May, 2015 and shall take effect upon signature below by duly authorized agents of both parties.

AGREED AND ACCEPTED

FOR: THE VILLAGE OF ORLAND PARK

By: 
Print Name: Joseph S. LaMargo

Title: Village Manager

Date: 5/15/18

FOR: PIZZO & ASSOCIATES, LTD.

By: 
Print Name: Nicholas Kinsella

Title: General Manager, Southern Territory

Date: 05/15/2018



Pizzo & Associates, Ltd.
ECOLOGICAL RESTORATION
10329 Pine Road • Leland, IL 60531
tel 815 495 2700 • fax 815 495 4420

STEWARDSHIP PROPOSAL

For: *Village of Orland Park, IL*

Project: *Orland Park Police Station: (2018 – 2020) Stewardship & Prescribed Burn*

This agreement, made and entered into Friday, March 16, 2018 shall be between the *Village of Orland Park*, hereinafter referred to as the Owner/Agent and Pizzo & Associates, Ltd., hereinafter referred to as Pizzo. Stewardship services shall consist of the following:

I. SERVICES

Pizzo agrees to perform the following services to restored natural areas, using properly trained and supervised personnel.

A. The services for the month of *NOVEMBER* through *APRIL* shall be per the following schedule:

1. Implement controlled burn in natural areas, as needed. Pizzo will use fire as a tool to clear debris, recycle nutrients and stimulate native plant and animal species. Our fire crew is comprised of S130/S190 trained crew leaders knowledgeable in the fuel types present. The fire crew will create needed firebreaks and place noticeable signage prior to the burn. Seeds will be harvested prior to the burn to allow for post burn dispersal. The areas to be burned will contain unburned refuge for animal species. Due to the unpredictability of the weather, it may be necessary to postpone the burn to the next burn season. It is possible that local conditions could cause the burn unit to burn poorly when all conditions are within parameters. Pizzo will obtain the necessary permits. The Owner/Agent shall notify neighbors when applicable. *When conducted, controlled burns will be billed in addition to General Stewardship services at the rate specified below.*
2. Control invasive woody & herbaceous flora through cultural methods, physical removal or the application of appropriate herbicides. The native plants will take advantage of the competitive release created by mowing, the timely application of herbicide or physical removal of the non-native plants.
3. Pizzo will collect the seeds of the native plants to disperse into the open areas during the growing season or after the controlled burn.

B. The services for the months of *MAY* through *OCTOBER* shall be per the following schedule:

1. Control invasive woody & herbaceous flora through cultural methods, physical removal or the application of appropriate herbicides. See paragraph A2.
2. We will collect the seed of the native plants to disperse into the open areas during the growing season or after the controlled burn.
3. Mow all restored areas, if necessary, to control invasive flora and allow light to the ground for new seedlings.
4. Prepare the site for the controlled burn by creating needed fire breaks.
5. Plant supplemental native seed and/or plugs at Pizzo's discretion to increase native plant competition & biodiversity (this item may be paid for out of the "Labor" and/or "Herbicide" budget lines).

II. GENERAL INFORMATION

- A. Owner / Agent to provide a "Plat of Survey" for definitive location of project boundaries.
- B. Areas to be managed will be designated as per survey.
- C. Pizzo will provide minimum insurance coverage of \$1,000,000.00 for each of the following: General Liability, Umbrella and Prescription Fire. Please see Certificate of Insurance for details.
- D. Pizzo will keep a log of restoration activities performed during the contract period.
- E. Chemicals used will have the lowest environmental impact for the task at hand. Organic or cultural practices will be used whenever practical.
- F. Debris created during the day's work shall be placed into burn piles on site to be included in the prescribed burn.
- G. Landscape plantings in proximity of the burn unit(s) can suffer damage and shall not be covered by any warranty or insurance policy. The Owner/Agent/any association member shall hold Pizzo & Associates, Ltd. harmless for damages as a result of the prescribed burn in their natural area(s).
- H. Watering of trees, shrubs and perennials can be done as an additional item and will be performed as an addendum to this agreement at an additional charge.

III. PROJECT DESCRIPTION

Base Bid -

General Stewardship

During the 2018-2020 growing seasons Pizzo will perform at least five (5) complete stewardship site visits working through the entire site, as identified on the attached site map. Pizzo will utilize a 3-6 person crew for an anticipated total of 100 man hours, including travel time, per year. Stewardship services are listed in detail above.

Prescribed Fire

Pizzo will perform one (1) prescribed fire of the naturalized areas throughout the site, during either the spring or fall 2019 prescribed fire season. Prescribed fire services are listed in detail above.

IV. COMPENSATION

The Owner/Agent will pay Pizzo for the aforementioned services, billed at the following rates:

BASE BID

General Stewardship - Billed in Even Monthly Installments, April – November (Performed at \$55.00 per man hour including travel time)

***Anticipated herbicide costs are built into this proposal. Per gallon herbicide pricing can be supplied upon request.

Billed Monthly, April – November (\$1,031.25 per month) 2018-2020

YEAR	GENERAL STEWARDSHIP	PLANTING ALLOWANCE	TOTAL
2018	\$ 7,000.00	\$ 1,250.00	\$ 8,250.00
2019	\$ 7,000.00	\$ 1,250.00	\$ 8,250.00
2020	\$ 7,000.00	\$ 1,250.00	\$ 8,250.00
EXPECTED TOTAL OF STEWARDSHIP COSTS			\$ 24,750.00

Prescribed Fire – Lump Sum \$4,400.00 per burn, when performed

YEAR	PREScribed FIRE	TOTAL
2019	\$ 4,400.00	\$ 4,400.00
EXPECTED TOTAL OF PRESCRIBED FIRE COSTS		\$ 4,400.00

Base Bid - Total Anticipated Cost Schedule:

YEAR	GENERAL STEWARDSHIP	PRESCRIBED FIRE	TOTAL
2018	\$ 8,250.00	\$ -	\$ 8,250.00
2019	\$ 8,250.00	\$ 4,400.00	\$ 12,650.00
2020	\$ 8,250.00	\$ -	\$ 8,250.00
EXPECTED TOTAL OF STEWARDSHIP COSTS			\$ 29,150.00

V. AGREEMENT

The term of this contract shall be 03/16/2018 through 12/31/2020.

ACCEPTANCE – By signing below I/we accept the base bid price of \$29,150.00 for a term beginning on March 16, 2018 and ending December 31st, 2020. I/We represent and warrant that I/we have authority to enter into this Contract. We accept the aforementioned and further accept the PIZZO & ASSOCIATES, LTD. STANDARD TERMS AND CONDITIONS, attached and hereby made part of this contract. We do hereby authorize Pizzo & Associates, Ltd. to perform the work as stated.

Authorized Representative / Date
Village of Orland Park



General Manager – Southern Territory / Date
Pizzo & Associates, Ltd.

Please sign and return one copy of the proposal with your deposit to our office. Fax signatures shall be deemed binding; this agreement may be signed in counterparts so long as all parties to the agreement have signed a copy of the agreement.

Billing Notes: _____

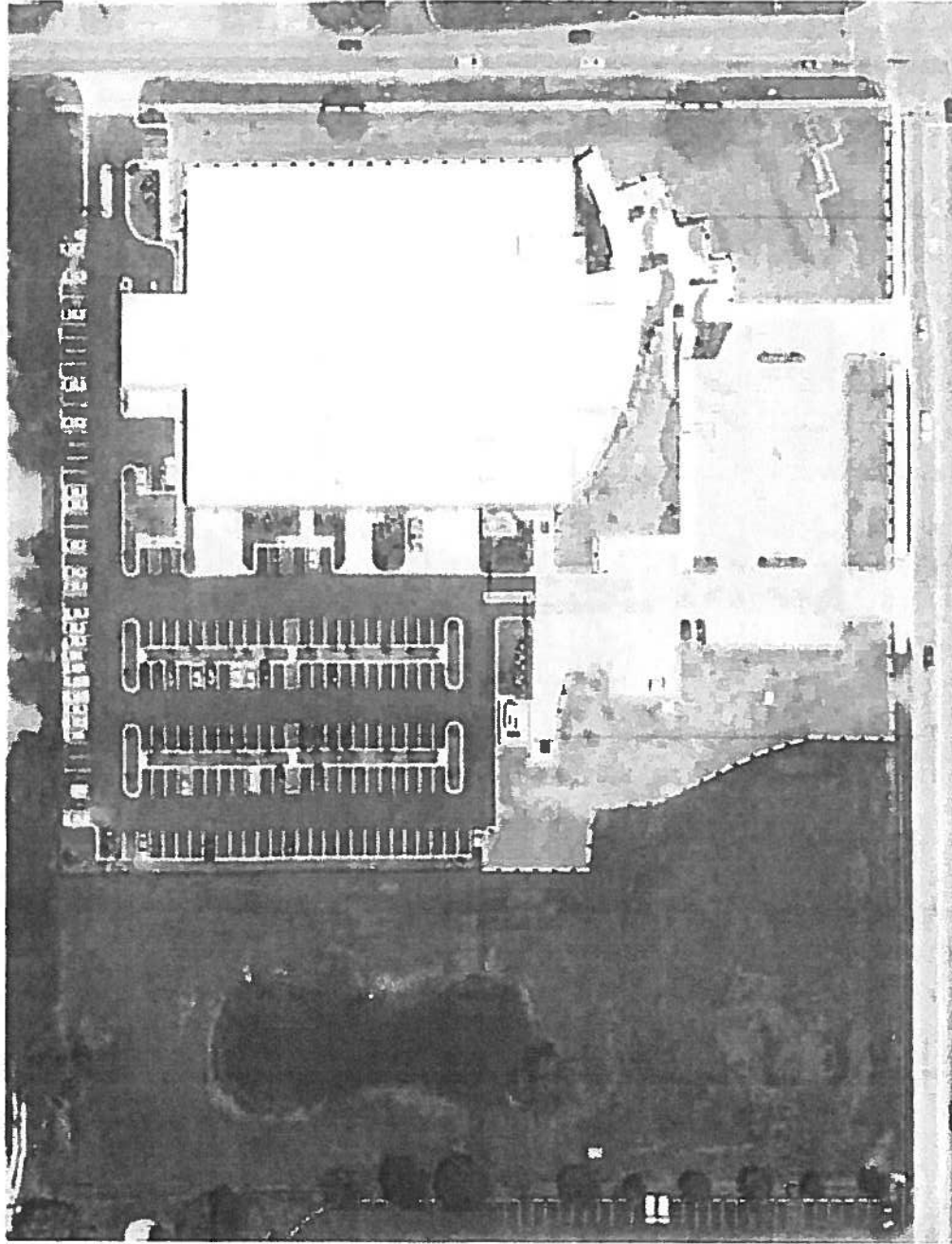
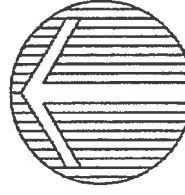
The terms of this proposal are valid for thirty (30) days from the date of this proposal.

Orland Park Police
Department Naturalized Areas
Stewardship Map

15100 S. Ravinia
Orland Park, IL
110075-00-ORLA

2018-2020 Stewardship
& Prescribed Burn Areas

NORTH



Pizzo & Associates, Ltd.
ECOLOGICAL RESTORATION
15100 S. Ravinia
Orland Park, IL 60451
Tel: 815-493-2100 • Fax: 815-498-4000

PIZZO & ASSOCIATES, LTD. STANDARD TERMS AND CONDITIONS

TERMS:

Design-Build/Installation:

Payment of 50% of contract total price as shown in the accompanying contract is due upon contract signing. The balance of the contract total price, plus any extras, is due upon completion. Any discrepancies must be brought to the attention of Pizzo & Associates, Ltd. within 10 days of receipt of the invoice.

Design/Consultation/Stewardship/Prescribed Fire:

Invoices will be sent each month in which services are provided. Payment is due within 30 days of receipt of the invoice. Any discrepancies must be brought to the attention of Pizzo & Associates, Ltd. within 10 days of receipt of the invoice.

ADDITIONS & DELETIONS: All additions and deletions shall be agreed to in writing by both parties. Additions will be billed on a time and materials basis unless otherwise stated in writing. Time will be billed including travel, pick up/delivery, clean up/setup plus any directly related costs as specified in the PIZZO & ASSOCIATES, LTD. STANDARD HOURLY FEE SCHEDULE.

PREPAYMENT DISCOUNT: All accounts paid in full upon contract signing will receive a one and one-half percent (1.5%) prepayment discount.

FINANCE CHARGES & RETURNED CHECKS: All unpaid balances will carry a two percent (2%) per month finance charge, maximum twenty four percent (24%) per annum finance charge. All returned checks will result in an additional \$50.00 service charge.

LIEN RIGHTS: In the event that the Owner/Client does not make timely payments in accordance with credit terms outlined in the contract, Pizzo & Associates, Ltd. may exercise such lien rights as permitted to any contractor by the state in which the work is completed.

GUARANTEES: Installed plantings shall immediately become the responsibility of the owner to maintain unless otherwise agreed to in writing.

Owner Managed Sites:

Native trees and shrubs are guaranteed to live for a period of one (1) year from the date of installation or will be replaced at no expense to the Owner. Replacement of the dead trees or shrubs is the Owner's sole available remedy, and Pizzo & Associates, Ltd. may substitute the dead plant or shrub with another species in its sole discretion. This guarantee shall be invalid if the Owner has failed to use reasonable care (water, weeding, invasive species control, mowing, protection from damage, etc.) during said period. This warranty does not cover damage occurring due to the fault of the owner or a third party or due to acts of God, war or wildlife. Installed perennials, seed, annuals and transplanted material(s) carry no guarantee/warranty expressed or implied.

Pizzo Managed Sites:

Native trees and shrubs are guaranteed to live for a period of one (1) year from the date of installation or will be replaced at no expense to the Owner. Replacement of the dead tree or shrub is the Owner's sole available remedy, and Pizzo & Associates, Ltd. may substitute the dead tree or shrub with another species in its sole discretion.

Native seed installations are guaranteed to have at least three (3) native plants per square foot at the end of the fifth growing season. Pizzo & Associates, Ltd. will re-seed those areas not in compliance at no expense to the Owner. Under no circumstances shall this guaranty extend beyond five years from the date of contract, nor shall it require more than one (1) replanting by Pizzo & Associates, Ltd. of any area.

Installed native perennials are guaranteed to have an 80% survival rate after one (1) year. Required plants will be replaced at no expense to the Owner. Replacement of the dead plants is the Owner's sole available remedy, and Pizzo & Associates, Ltd. may substitute the dead plant with another species in its sole discretion.

The Owner's sole and exclusive remedy for seeds and plants covered under any of the above guarantees will be the replacement of plant or re-planting of the seed on a one-time basis only. The above warranties do not cover damage occurring due to the fault of the Owner or a third party or due to acts of God.

Failure to make payment within thirty (30) days of the final invoice issued upon job completion voids all guarantees expressed or implied.

Prescribed Fire:

No guarantee/warranty is expressed or implied as to the completeness, coverage, intensity or results of the prescribed fire. If the conditions are acceptable to Pizzo & Associates, Ltd., and the local fire jurisdiction gives permission to ignite the prescription fire, and Pizzo & Associates, Ltd. is forced to shut down due to no fault of Pizzo & Associates, Ltd., the full balance will be due. Any return trip to complete the fire will be billed at the rate stated in the contract. Landscape plantings, mulch beds and above ground utilities in or in close proximity to the burn unit could sustain damage due to heat/flames and shall not be guaranteed. The Owner acknowledges that there will be smoke generated by the prescribed fire, and it will move off site during the burn. The

Owner/Agent will notify potentially affected parties in proximity to the prescribed burn units. The Owner hereby agrees to indemnify Pizzo & Associates, Ltd. and its employees and agents and hold them harmless for all instance of damage due to a prescribed fire. If the local authorities require their presence and charge a fee to do so, those costs will be paid by the Owner in addition to the contract price.

Annual Monitoring:

Pizzo & Associates, Ltd. reserves the right to perform an annual Meander Survey at a cost of, but not exceeding a total of \$400.00 per project site, per year. This cost will be deducted from the annual Stewardship budget for each project site. Upon completion of the survey, Pizzo & Associates, Ltd. will provide to the Owner a year-end report that includes, but is not limited to the number of plant species and overall floristic quality.

Aquatic Weed Control:

Due to the highly unpredictable nature of the weather, nutrient availability, and water levels; no control or eradication of any aquatic plant and/or algae species is warranted.

Supplemental Watering:

Due to the highly unpredictable nature of the weather, supplemental watering may be warranted to ensure and maintain proper plant establishment. In the event that any installation of seed and/or plants have been directed by the Owner to occur outside of normal seed/plant installation timeframes (Mar. 1 – June 30; Sept 15. – Oct. 31) and/or in the event that D1- Moderate Drought conditions or higher exist according to the National Drought Mitigation Center at the University of Nebraska-Lincoln (<http://droughtmonitor.unl.edu/>), U.S. Department of Agriculture, and the National Oceanic and Atmospheric Administration; Pizzo & Associates, Ltd. reserves the right to provide supplemental watering as necessary.

Prior to commencement of supplemental watering services, the Owner shall be notified. Should the Owner decline this service, all standard Pizzo & Associates, Ltd. warranties for seeding and plant installations shall be voided.

Time will be billed hourly, including travel, pick up/delivery, clean up/setup plus any directly related costs as specified in the contract. Should hourly rates not be specified, the PIZZO & ASSOCIATES, LTD. STANDARD HOURLY FEE SCHEDULE shall prevail.

RIGHT OF SUBSTITUTION: The Owner agrees that Pizzo & Associates, Ltd. may, without the Owner's consent, substitute hard materials, quantities and plant species where deemed by Pizzo & Associates, Ltd. to be required due to planting conditions, nursery stock availability or to otherwise enhance the project without changing the nature or character of the project.

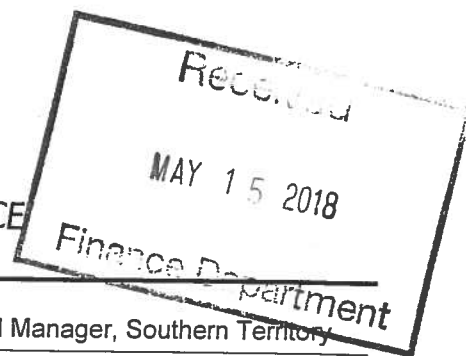
SUBCONTRACTING: Pizzo & Associates, Ltd. reserves the right to employ certain subcontractors to perform all or part of the work hereunder.

CONDITIONS: The Owner shall provide Pizzo & Associates, Ltd. a current plat of survey for delineation of the property lines. If the boundary markers are not visible, Pizzo & Associates, Ltd. will hire a surveyor, at the Owner's expense +10%, to visit the site to mark the boundary points. The Owner shall notify Pizzo & Associates, Ltd. of all private utilities (piping, wiring, sprinkler system components, obstructions, etc.) prior to work beginning. Repairs to any unmarked sprinkler system, television or satellite cables, invisible dog fences or other underground utilities shall be the sole responsibility of the Owner. If site conditions are not as they appear above ground or there are buried obstructions or debris, changes to the plan and work will be billed according to the PIZZO & ASSOCIATES, LTD. STANDARD HOURLY FEE SCHEDULE. Except on prescribed fire, the Owner will pay for fees and time to obtain all necessary licenses, permits or other permission or authority that may be required, whether federal, state, county, local or other entity.

DESIGN PLANS AND PHOTOGRAPHS: The Owner expressly authorizes Pizzo & Associates, Ltd. to make sketches or drawings and/or take photographs of the subject property and any buildings located on the subject property and to use the resulting photographs, sketches or drawings for purposes of developing a design and restoration plan and to publish the photographs and/or design and landscaping plan for marketing or educational purposes. The photographs, design and restoration plan shall remain the exclusive property of Pizzo & Associates, Ltd., together with any and all copyrights thereto.

DEFAULT REMEDIES: In the event the Owner is in default of his/her/their obligations hereunder, the Owner shall pay any and all expenses incurred by Pizzo & Associates, Ltd. to collect the amounts due, including but not limited to court costs, reasonable attorney's fees and accrued interest. The parties hereto further agree that any lawsuit based upon this contract or related to the services rendered and/or materials supplied pursuant to this contract shall be filed exclusively in the Sixteenth Judicial Circuit Court in Sycamore, Illinois, County of DeKalb.

 ORLAND PARK
CERTIFICATE OF COMPLIANCE



The undersigned Nicholas Kinsella, as General Manager, Southern Territory
(Enter Name of Person Making Certification) (Enter Title of Person Making Certification)

and on behalf of Pizzo & Associates, Ltd., certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes ☒ No ☐

Federal Employer I.D.#: 36-3642549
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (check one):

☐ Sole Proprietor
☐ Independent Contractor (Individual)
☐ Partnership
☐ LLC
☒ Corporation ILLINOIS 06/01/1989
(State of Incorporation) (Date of Incorporation)

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes ☒ No ☐

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

3) SEXUAL HARRASSMENT POLICY: Yes ☒ No ☐

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act (Illinois Human Rights Act) (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes ☒ No ☐

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

5) TAX CERTIFICATION: Yes ☒ No ☐

Proposer is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

6) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:



Signature of Authorized Officer

Nicholas Kinsella

Name of Authorized Officer

General Manager, Southern Territory

Title

05/15/2018

Date