



REQUEST FOR PROPOSAL

SEAL COATING

Millennium Park Parking Lot

18600 Harwood Avenue, Homewood

and

Apollo Park South Parking Lot

191st Street, Homewood

PROPOSALS DUE

Wednesday, June 12, 2019, 10:00 am

Any questions please contact:

**Doug Boehm
Superintendent of Parks & Planning**

708/957-0280 phone
708-957-8574 fax

dboehm@hfparks.com

**Homewood-Flossmoor Park District
3301 Flossmoor Rd.
Flossmoor, IL 60422**

Re: Seal Coating

Project Locations: Millennium Park Parking Lot, 18600 Harwood Avenue, Homewood

Apollo Park South Parking Lot, 191st Street, Homewood

Date: May 29, 2019

SPECIFICATIONS AND INSTRUCTIONS TO CONTRACTORS:

1. DEFINITIONS

The Homewood-Flossmoor Park District and Owners are one and the same. The Owner's representative, Doug Boehm can be contacted at the Homewood-Flossmoor Park District by phone or email: (708) 957-0280 or dboehm@hfparks.com.

The word "contractor" or "general contractor" shall mean the party entering the contract for the performance of the work.

2. EXAMINATION OF DOCUMENTS AND SITE

Each contractor shall visit the site of the proposed work and fully acquaint himself/herself with conditions, as they exist so that he/she may fully understand the facilities, difficulties and restrictions attending the execution under the contract. Contractor shall thoroughly examine and be familiar with the written specifications. The failure or omission of any Contractor to receive or examine any form, instrument, or to visit the site, and acquaint himself/herself with conditions there existing shall in no way relieve any Contractor from any obligations with respect to his/her quote. By submitting a quote, the contractor agrees and warrants that he/she has examined the site and written specification, and where the specifications require in any part of the work that a given result be produced, that the specifications are adequate and the required result can be produced under the specifications.

3. INTERPRETATIONS

Changes arising out of questions regarding interpretations, clarifications, or correction to the quote documents will be made by addendum. Contractors should not rely on any oral interpretation, clarification or correction made by the Owner, or authorized representative.

4. SUBSTITUTIONS OF MATERIALS

All requests for substitutions of materials must be made in writing and received by the Owners at least 10 working days prior to receipt of quotes. Each request shall include the name of the material or equipment for which a substitution is requested as well as a complete description including drawings, cuts, performance and test data and any other information necessary for evaluation. The contractor should also include a statement describing any other material, equipment or construction changes that will come about due to the substitution of material. The Owner's decision of approval or disapproval shall be final and the burden of proof of the merit of the proposed substitution is upon the Contractor. If the Owner approves any such substitutions, such approval will be set forth by an addendum, and should not be accepted by the contractor in any other way.

5. SUBMISSION OF PROPOSALS: Contractors shall use the proposal form provided, which shall be filled out completely in ink, and in duplicate, and returned in a sealed envelope marked "Proposal: HOMEWOOD-FLOSSMOOR PARK DISTRICT Seal Coating, the name of the contractor, and address it to the Homewood-Flossmoor Park District, 3301 Flossmoor Road, Flossmoor, Illinois, 60422, Attention: Doug Boehm. Quotes shall be received by 10:00 a.m. on June 12, 2019. In the event that a quote is accepted, the contract will consist of the Owner's purchase order, which will incorporate these Specifications and Instructions and the Contractor's quote. The acceptance of any quote shall be in the complete discretion of the Owner, and there is no obligation to accept the lowest, or any, quote.

6. MODIFICATION OR WITHDRAWAL OF QUOTES

No quote may be modified, withdrawn, or cancelled by the contractor during the stipulated time period following the time and date for the receipt of quotes, and the contractor so agrees to this by submitting a quote. Prior to the date designated for the receipt of quotes, quotes submitted early may be modified or withdrawn only by the notice of the Owner and must be done at the place designated for the receipt of quotes, and must be completed by the time designated for the receipt of quotes.

GENERAL REQUIREMENTS

1. LAYOUT OF WORK

Together with the contractor, the owner shall mark the limits of the construction site. It shall be the responsibility of the contractor to verify all existing conditions and dimensions. Cooperate with the owner in keeping the facility in operation. Repair any damage to the facility, turf or landscaping resulting from the performance of work under contract.

2. QUALITY OF MATERIALS

All materials specified are to be new, clean, and free from defects. Where the product and material of a particular manufacturer is specified, it is intended that the proposal be submitted by the Contractor include that particular product or material.

3. ELECTRICAL POWER AND STORAGE

Owner shall furnish electrical power and water if required. Owner will allow for reasonable product and equipment storage if needed.

4. PROTECTION OF THE PUBLIC

The Contractor shall erect barricades and warning lights to the extent required by the Owner for the protection of the public and environment. The parks shall remain open to the public during their regular hours.

5. PROTECTION OF THE WORK

It is the responsibility of the Contractor to adequately protect his work from vandalism, weather and accidents of damage until the work is accepted by the owner.

6. PROTECTION OF PROPERTY AND CLEAN-UP

All work, completed or otherwise, shall be properly protected at all times. Contractor shall follow all accepted methods of safety practice and provide all fences, barricades, etc. as may be needed to protect life and property and as may be required by authorities having jurisdiction over this work. He shall repair at his own cost any damages to the premises or adjacent work caused by his operation.

7. PERMITS & CODE REQUIREMENTS

All work shall conform with the requirements of the Village of Homewood, Cook County, International Building Code 2003, local zoning codes, National Electric Code, NFPA, OSHA, those set forth elsewhere in the Specifications, and all other applicable codes, rules and regulations all in their latest edition of all authorities having jurisdiction over work of this type, including the rules and regulations of the Owner. All permits, inspections, approvals, etc., shall be applied for and paid for by the Contractor in all fields of his work, and the Contractor shall be responsible for the coordination of inspections and approvals of his work. Building permits shall be obtained by the Contractor. The Contractor shall also comply with all rules and regulations of the Illinois EPA regarding disposal of "Clean Construction and Demolition Debris", and will provide the location of the approved dumpsite where any such materials, including but not limited to asphalt, will be taken.

8. LAWS AND CERTIFICATION

The Contractor shall at all times observe and comply with all Federal, State, and Local laws, regulations and ordinances which in any manner affect the conduct of the work, including, but not limited to the following: (a) the Drug Free Workplace Act (30 ILCS 580/1 et seq.); (b) the Illinois Human Rights Act (775 ILCS 5-101 et seq.), including APPENDIX A Equal Employment Opportunity Clause (44 Ill. Adm.Code 750. App.A) copy attached; and will have in place a no-harassment policy pursuant to said Act; (c) the Homewood-Flossmoor Park District Ethics Ordinance #466; (d) the United States Equal Employment Opportunity Act. Any complaint, claim or action brought against the Contractor for failing to observe or comply with any law, ordinance, or regulation shall be the sole responsibility of the Contractor and shall in no way extend to or expose the Owner liability and the Contractor shall indemnify and hold harmless the Owner from any and all such complaints, claims, or actions All workmanship and materials shall conform and comply with the requirements of the building ordinances and rules and regulations of all departments and bureaus of the county, city and state having lawful jurisdiction. **WAGES AND RATES:** In all work performed under this Contract the Contractor and all of its subcontractors shall comply with the provisions of AN ACT regulating wages of laborers, mechanics and other workers employed in any public works by the state, county, city or any public body or any political subdivision or by anyone under contract for public works (820 ILCS 130/1 et seq.) The contractor shall not pay less than the rates of wages prevailing in the District as determined by the Illinois Department of Labor to all laborers, mechanics and workers performing any work under this Contract.

The Contractor shall require all of its subcontractors to comply with the requirements of the preceding paragraph, which shall be incorporated in each and every subcontract for all or any portion of the work. Prevailing wage rates are revised from time-to-time by the Illinois Department of Labor, and those rates are

available at the Department's official website. ILLINOIS WORKERS: The Contractor shall comply with all requirements of 30 ILCS 570/1 et. seq., with reference to Employment of Illinois Workers on Public Works Project Act. The Contractor shall submit a certificate as required by the Illinois Criminal Code, 720 ILCS 5/33E, et seq. "SUBSTANCE ABUSE PREVENTION: the Contractor shall comply with the Substance Abuse Prevention on Public Works Act (820 ILCS 265, et. Seq.).

9. CHANGE ORDERS

Minor field changes to facilitate ease of construction in the best interest of the Owner may be made in the field by the Park District Representative, with the understanding of both parties that no change in contract price or time for performance are involved. Where proposed changes involve a modification to (i) the Contract Sum; (ii) the contract time, or (iii) material change in the work (i.e., other than minor field changes) a written change order shall be prepared by the Contractor. It shall be a condition precedent to the acceptance of any change order which involves an increase exceeding the legal limits set by the state statutes in value or time that the Board of Commissioners of the Homewood-Flossmoor Park District shall approve such written change orders prior to any change taking place.

10. PAYMENT

The Contractor shall present one request for payment upon completion of the Work. By the 15th of each month and with any pay request, **the Contractor MUST submit a notarized, certified payroll, pursuant to Illinois law, and as approved by the Illinois Department of Labor stating the wages paid to each craft of employee and all other required information. When the Illinois Department of Labor's website is available to accept contractors' certified payrolls, certified payrolls must be submitted to the Department of Labor and not to the owner.** Payment will be made within approximately thirty (30) days of final inspection and approval and receipt of all waivers, sworn statements, guarantee statements, and other documents set forth herein. No payment will be processed without all proper documentation.

11. INSURANCE REQUIREMENTS FOR CONTRACTORS

BIDDER'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF QUOTE SUBMISSION, THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Contractor shall obtain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance. Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, 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). Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute 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 Owner. Any insurance or self-insurance maintained by Owner shall be excess of the Contractor's insurance and shall not contribute with it. 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.

B. Continuing Completed Operations Liability Insurance. Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the work. Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

C. Business Auto and Umbrella Liability Insurance. Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance. Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily

injury by disease. If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

E. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Contractor shall furnish Owner 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 set forth above. All certificates shall provide for 30 days written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Owner shall have the right, but not the obligation, of prohibiting 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 Owner. Failure to maintain the required insurance may result in termination of this Contract at Owner's option. 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 Owner whenever requested. Contractor shall provide certified copies of all insurance policies required above within 10 days of Owners written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insured's' provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, 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.

5. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

F. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and their officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' 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 (i) 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 there from and (ii) 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 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 Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its 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 Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

12. GUARANTEE

Except as otherwise specified, the Contractor shall guarantee workmanship and materials, for one year, from date of final acceptance by the Owner. Any manufacturers' warranties or guarantees shall be assigned to the Owner. The work shall be left in perfect order at completion and acceptance. Neither the final payment nor the termination of the guarantee period, nor any provision in the Contract document shall relieve the Contractor of the responsibility for negligence, faulty materials, or workmanship within the extent and period provided by law, and upon written notice he/she shall remedy any defects due thereto, and shall pay all expenses for any damage to other work resulting there from.

If the Drawings and/or Specifications provide for methods of construction, installation, materials, etc., which the Contractor cannot guarantee for the indicated period, it shall be the responsibility of the Contractor to so inform the Owner in writing before submitting his/her bid. Otherwise, the Contractor shall be held responsible

to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time. Any discrepancies found between the drawings and written specifications and site conditions or any errors, omissions or ambiguities in the drawings or written specifications shall be immediately reported to the Park District Representative.

13. SELECTION OF SUBCONTRACTORS

Selection of subcontractors is subject to the Owner's review prior to awarding of Contract. The General Contractor must submit a list of his proposed subcontractors with the submission of this quote, as well as evidence that those subcontractors requested to be afforded the opportunity to quote have had that opportunity and have responded.

14. COMPLETION OF ALL WORK

All work, as either implied or reasonably inferable from the contract documents and specifications shall be the responsibility of the Contractor. All specifications are directed to the attention of the Contractor and the inclusion of any work by mention, note, detail, itemization or implication, however brief, means that the Contractor shall provide and install same. All work performed shall include all appurtenances and apparatus normally deemed to be a part of a completed package within the definitions of normal industry standards.

15. INSPECTION BY CONTRACTOR

The Contractor shall familiarize himself with the project through inspection of the site, drawings, and the specifications, so as to thoroughly understand the work. Any and all discrepancies and omissions shall be reported to the Owner prior to commencement of any work. It is the responsibility of the Contractor to insure that discrepancies or omissions are reported and clarification obtained from the Owner prior to work being done. Any work that proceeds otherwise shall be, if incorrectly performed, replaced or repaired with the cost for same being borne by the Contractor. He shall verify all dimensions for coordination.

16. SUPERVISION

The Contractor is to provide a full-time superintendent on the project to coordinate all subcontractors' work and supervise the daily activity of the project as well as maintain the site in a safe clean manner.

17. SITE CONDITIONS

All Contractors' work shall be performed in a first-class, workmanlike manner, cutting, patching, matching and aligning all surfaces where applicable to afford a finished neat appearance. Contractor shall clean all surfaces free of dirt and refuse caused by debris from all installation techniques of the trade. All adjacent surfaces to their work shall be left as they appear prior to the commencement of the Contractor's work to be done. Contractor shall properly protect all adjacent surfaces during the course of this installation.

18. OWNER INSPECTION

The Homewood-Flossmoor Park District's representative shall have access to the site at all times and to the factory or shop of any of the subcontractors. Any inferior material or workmanship shall be removed upon demand and work shall be reconstructed as approved by the Owner at the Contractor's sole expense.

20. OTHER CONTRACTS

The Owner reserves the right to let other contracts in connection with the work of the project. The General Contractor shall be responsible for coordination of work and establishing schedules for all trades; he shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work.

21. CHANGES TO THE WORK

The Owner reserves the right to make changes in the specifications as the work progresses. Bulletins, change orders, drawings, specifications or instructions covering such changes will be issued to the Contractor whose responsibility it will be to distribute these immediately and to notify the field office and all subcontractors affected to take such measures as may be necessary to avoid errors in the work which may occur due to the use of superseded drawings. Work affected by changes proposed in any revised drawings or other documents issued to the Contractor shall not be executed unless changes are accompanied by letter of authorization to proceed accordingly. In cases where instructions accompanying any issue of revised drawings or specifications request estimates of cost involved, such estimates shall be prepared and submitted promptly in order not to unduly effect the progress of the work.

SCOPE OF WORK

Work to be completed by Wednesday, July 31, 2019.

CRACK FILLING: HOT APPLIED

1. Material to exceed federal specifications SS-S-164 WR Meadows HI-Spec or equal.
2. Prior to the application of crack sealer, cracks and joints over ¼ inch shall be cleaned to remove all vegetation and debris from the cracks.
3. The cleaned cracks shall be sealed using a double oil jacketed melter.
4. The crack sealer shall be applied to provide a neat uniform band approximately 2 inches wide.

PAVEMENT SEALER

This recommended practice covers the application of mineral-colloid-stabilized emulsified coal tar pitch pavement sealer. This application serves as weather protection, beautification of surface and solvent resistant sealer for bituminous pavements of parking lots.

Materials:

1. Emulsified coal tar pitch pavement sealer, Brewer cote or equal will conform to the following requirements:
 - a) Federal Specification ASTM Specification D5727 (formerly Federal Specification RP-355).
 - b) The tar pitch prior to emulsification shall conform to ASTM D-490 grade RT-12. Oil and gas tars shall not be use even though they might comply with ASTM D-490.
 - c) The emulsion shall be produced using a colloid mill to insure homogeneity and appropriate size particles in suspension.
 - d) The contractor will provide a certification with each emulsion delivery indicating compliance with above requirements.
 - e) Water sued as diluents shall be potable and free of excessive minerals and contaminants.
2. Sand aggregate will be washed and graded silica sand, free of all contaminant and conforming to the following gradation:
 - a) Sieve size #40-60 with 100% passing on #20 sieve.
3. Latex additive:
 - a) Tarmax R-100 or equal.
 - b) The additive must mix homogeneously and be completely compatible with the coal tar emulsion, water and sand system.

EQUIPMENT

All tools and equipment necessary to perform the contract in accordance with the specified terms and c conditions, such as brushes, hand squeegees, pumps and hose equipment, storage tanks, mixing tanks, power sweepers, blowers, barricades and applicator equipment shall be provided and required by the contractor. All methods employed in performing the work and all equipment necessary for executing any part of this work shall be subject to approval by the project administrator before work is started and whenever found unsatisfactory will be changed. Distributors used on the job will have mechanical mixing devices incorporated in their construction to assure homogeneous mixing of the emulsion and required additives. No hand mixing equipment will be allowed. The distribution system must be adequate to apply a uniform coating at the specified rates of application.

PREPARATION OF SURFACE

Thoroughly inspect the pavement surface for minor cracks and other imperfections. Areas that have been subjected to fuel and oil spillage, shall be wire brushed or scraped to remove any excess dirt and grease accumulations. The area shall then be primed with an acrylic copolymer latex such as Tarloc to provide proper bonding on the sealcoat. Immediately before application of sealer, clean the surface of all loose dust, dirt, leaves and any other foreign materials by sweeping, blowing flushing with water or the combination of the three.

PREPARATION OF THE TAR EMULSION

1. Required coal tar emulsion mixture ratio:
 - a) coal tar emulsion 100 gallons
 - b) water 35 gallons
 - c) latex additive 3 gallons
 - d) sand 300 pounds
2. Aggregate shall be added at a slow uniform rate, after the mix water and latex additive have been dispersed into the tar emulsion. Slow mixing shall be continuous from the time all materials are placed into the mixer until the slurry is applied to the pavement.

APPLICATION: 2- COATS

1. First coat:
 - a) Application may be made by hand brushes, squeegees or mechanical applicators. Coverage rate of 50-75 square feet per gallon.
 - b) Allow sealer to dry thoroughly before applying the second coat.
2. Second coat:
 - a) The second coat shall be applied at right angles to the first coat.
 - b) Coverage rate of 75-100 square feet per gallon.
 - c) Allow the second coat to thoroughly dry before opening to traffic.
3. Sealer will not be applied unless the air and surface temperature is 50% and rising. Sealer shall not be applied under rainy or wet conditions. The finished surface shall present a uniform appearance and texture.

STRIPING

1. Material to exceed federal specifications SS-S164 WR Meadows HI-Spec or equal.
2. Prior to the application of crack sealer, cracks and joints over ¼ inch shall be cleaned to remove all vegetation and debris from the cracks.
3. The cleaned cracks shall be sealed using a double oil jacketed melter.

CURING

Allow sealed area to cure at least 24 hours under good drying conditions before opening to traffic.

**FORM OF PROPOSAL
Homewood-Flossmoor Park District**

Seal Coating

Date: _____

To: Doug Boehm
Superintendent of Parks & Planning
Homewood-Flossmoor Park District
3301 Flossmoor Road
Flossmoor, IL 60422

Re: **Seal Coating**

Address: Millennium Park Parking Lot, 18600 Harwood Avenue, Homewood
Apollo Park South Parking Lot, 191st Street, Homewood

Client: Homewood-Flossmoor Park District

Dear Sir or Madam:

Having fully examined the Invitation to Quote and the Specifications for the above referenced project, the undersigned hereby submits the following proposal for providing all the labor and materials and doing all things necessary for the satisfactory of the work in accordance with said documents.

Name of Firm:

Address:

(Telephone) _____ (Fax) _____ + _____

Email: _____

Contact Person _____

Dated this _____ day of _____, 20 _____

Signature _____

CERTIFICATION BY CONTRACTOR
PURSUANT TO ARTICLE 33E PUBLIC CONTRACTS
OF THE ILLINOIS "CRIMINAL CODE", AS AMENDED

RE: HOMEWOOD-FLOSSMOOR PARK DISTRICT
Seal Coating

**Millennium Park Parking Lot, 18600 Harwood Avenue, Homewood
Apollo Park South Parking Lot, 191st Street, Homewood**

_____, the undersigned Contractor hereby certifies that said Contractor 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 Article 33E PUBLIC CONTRACTS of the Illinois "Criminal Code", (720 ILCS 5/33E-1 *et seq.*), as amended.

Witness _____ Hand(s) and Seal _____ this _____ day of _____, 20_____.

If an individual, sign and give address: _____
Signature

Address: _____

If a partnership, sign all individual names and give address of each partner.

Partnership Name: _____

Address: _____

Names and Addresses of Individual Partners:

If a corporation, officer(s) duly authorized should sign, attach corporate seal.

Corporate Name _____ Address _____

By: _____ Title: _____

By: _____ Title: _____

ATTEST:

CORPORATE SEAL

Joint Committee on Administrative Rules
ADMINISTRATIVE CODE

**TITLE 44: GOVERNMENT CONTRACTS, PROCUREMENT AND PROPERTY
MANAGEMENT**
SUBTITLE B: SUPPLEMENTAL PROCUREMENT RULES
CHAPTER X: DEPARTMENT OF HUMAN RIGHTS
PART 750 PROCEDURES APPLICABLE TO ALL AGENCIES
SECTION 750.APPENDIX A EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Section 750.APPENDIX A Equal Employment Opportunity Clause

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

- 1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- 4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the

contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

- 5) That he or she will submit reports as required by this Part, 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 Act and this Part.
- 6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.
- 7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 35 Ill. Reg. 3695, effective February 18, 2011)