RESOLUTION

NO. 2019-R-127

RESOLUTION

APPROVING A CONTRACT BETWEEN THE

VILLAGE OF TINLEY PARK AND SEWER ASSESSMENT SERVICES

A TC FOR SMOKE TESTING SANITARY SEWERS.

VILLAGE OF TINLEY PARK AND SEWER ASSESSMENT SERVICES

THE VILLAGE OF TINLEY PARK
RESOLUTION NO. 2019-R-127

ARESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND SEWER ASSESSMENTS SERVICES LLC FOR SMOKE TESTING SANITARY SEWERS.

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000, is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt;

WHEREAS, the Village of Tinley Park ("Village") has negotiated and desires to enter into a Contract ("Contract"), attached hereto as Exhibit 1, with Sewer Assessment Services, LLC., pertaining to performing sanitary sewer investigations;

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of the Village of Tinley Park and its residents to approve the aforesaid Contract with Sewer Assessment Services, LLC, pursuant to this Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of fact.

SECTION 2: The President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interest of the Village of Tinley Park and its residents that the aforesaid Contract be entered into with Sewer Assessment Services, LLC, and the Village President is hereby authorized to execute said Agreement on behalf of the Village, with said Agreement to be substantially in the form attached hereto and made a part thereof as Exhibit 1, subject to review and revision as may be required by the Village Attorney.

SECTION 3: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

IT IS RESOLVED, that the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby approve the aforesaid Contract with Sewer Assessment Services, LLC, for smoke testing sanitary sewers.
SECTION 4: That this Resolution shall be in full force and effect from and after its adoption and approval.

SECTION 5: That the Village Clerk is hereby directed and charged to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage.

PASSED THIS 17th day of December, 2019.

AYES: Berg, Brady, Brennan, Galante, Glotz, Mueller

NAYS: None

ABSENT: None

APPROVED THIS 17th day of December, 2019.

PRESIDENT

CLERK
STATE OF ILLINOIS
COUNTY OF COOK
COUNTY OF WILL

CERTIFICATE

I, KRISTINA THERION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-126, "A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND SEWER ASSESSMENT SERVICES LLC FOR SMOKE TESTING SANITARY SEWERS," which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 17, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of December, 2019.

KRISTINA THERION
Village Clerk

[Signature]

COUNTY OF WIL
COUNTY OF COOK
STATE OF ILLINOIS
The Village of Tinley Park, Illinois

REQUEST FOR PROPOSALS
RFP # 2018-RFP-005

Inflow and Infiltration (I&I) Investigations

The Village of Tinley Park is seeking proposals from contractors to perform Inflow and Infiltration (I&I) Investigations for portions of the Village's sanitary sewers system along various residential streets and easements for the next three (3) years. This work will include the following:

- Manhole Inspections
- Smoke Testing
- Dye Water Testing/Flooding, where necessary

The Village is requesting a written proposal for a contractor to complete this work.

GENERAL REQUIREMENTS: Submit three (3) complete copies of the proposal to be opened, evaluated and read in public.

SUBMISSION DATE: Friday, June 15th, 2018 at 12:00pm. Proposals received after the time specified will not be opened.

SUBMISSION LOCATION: Village of Tinley Park - Clerk's Office
16250 South Oak Park Avenue
Tinley Park, IL 60477

CONTACT QUESTIONS: Submit questions via email to Village of Tinley Park, attention, Colby C. Zemaitis, PE, CE at czemaitistinelpark.org or 708-444-5516. Questions are required no less than three (3) business days prior to the proposal opening date. Absolutely no informal communications shall occur regarding this RFP, including requests for information or speculation between offeror's or any of their individual members and any Village elected official or employee. All questions will be answered with a copy of the question and answer to each proposer.

CONTENTS: The following sections, including this cover sheet, shall be considered integral parts of this solicitation:

- Notice of RFP
- General Terms and Conditions
- Background
- Scope of Services
- Requirements and Expectations
- Additional Information

The Village of Tinley Park

Village of Tinley Park

RFP # 2018-RFP-005

REQUEST FOR PROPOSALS

The Village of Tinley Park, Illinois
1. Negotiations:
The Village of Tinley Park reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this REP.

2. Confidentiality:
REP's and the responses thereto are subject to the Illinois Freedom of Information Act.

3. Reserved Rights:
The Village of Tinley Park reserves the right at any time and for any reason to cancel this REP.

4. Incurred Costs:
The Village of Tinley Park will not be liable for any costs incurred by responders in replying to this REP.

5. Award:
Award will be based on the lowest bid from the highest ranked responsive, responsible responder as determined by the Village of Tinley Park. The award, if any, will be based on the Village's determination as to the best qualified and most cost effective responder.

6. Discussion of REP:
The Village of Tinley Park may conduct discussions with any responder who submits a response. During the course of such discussions, the Village will not disclose any information to a responder that may provide a responder with a substantial advantage over any other responder.

7. Contract Period:
Time is of the essence. The responsible responder shall be able to devote sufficient resources to this project in order to complete the work on time.

8. Responsibility & Default:
The responder shall be responsible for all items listed in this REP. The Village of Tinley Park reserves the right at any time and for any reason to cancel this REP.

9. Payments:
Payments shall be made in accordance with the Local Government Prompt Payment Act.

10. Interpretation or Correction of Request for Proposals:
Responders shall promptly notify the Village Engineer of any ambiguity, inconsistency, or error that they may discover upon examination of the REP. Interpretation, correction and changes to the REP will be made by written amendment. Any interpretation made in this manner will be final, and no further discussion will be allowed.

The Village of Tinley Inflow & Infiltration 2 REP
Addenda

Addenda are written instruments issued by the Village prior to the date of receipt of responses which modify or interpret the REP by addition, deletion, clarification or correction. Each respondent shall ascertain prior to submitting a packet that all addenda have been received, and by submission of a packet, such act shall be taken to mean that such respondent has received and understands fully the content of the addenda.

Addenda will be placed on the Village’s website at www.tinleypark.org/REP.

Taxes

The Village is exempt from paying certain Illinois State Taxes.

Non-Discrimination

Responders shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to, the Equal Employment Opportunity Clause, Illinois administrative Code, Title 44, Part 750 (Appendix A) and the Illinois Drug Free Workplace Act, Title 44, Chapter 10.

Insurance:

Please submit certificate with your response.

The contractors must obtain, for the Contractor and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois and providing the following:

- Worker’s Compensation Insurance covering all liability of the Respondent arising under the Worker’s Compensation Act and Worker’s Occupational Disease Act at statutory limits.
- General Liability:
  - General Aggregate Limit $2,000,000
  - Each Occurrence Limit $1,000,000
- Professional Liability to include, but not limited to, coverage for Errors and Omission, professional liability.
  - General Aggregate Limit $2,000,000
  - Each Occurrence Limit $1,000,000
- Comprehensive Automobile Liability, Bodily Injury, Property Damage:
  - General Aggregate Limit $1,000,000
  - Each Occurrence Limit $500,000

Responders agree that for the required insurance, the Village of Tinley Park:

- Will endorse the insurance policy to cover, as additional insured, the interest of the Respondent arising under the Worker’s Compensation Act and Worker’s Occupational Disease Act at statutory limits.
- Will endorse the insurance policy to cover the liability of the Respondent under the Professional Liability Act.
- Will provide a copy of the insurance certificate to the Respondent.
- Will provide a copy of the insurance certificate to the Village prior to the commencement of this Contract and thereafter with certificates evidencing the renewal of such policies at least fifteen (15) days prior to the expiration of said policies.

The Village of Tinley Park & Infiltration 3 REP.
15. Change in Status: The Contractor shall notify The Village of Tinley Park immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) Contractor becomes insolvent; (c) Contractor, voluntarily or by operation of law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Contractor ceases to conduct its operations in the normal course of business. The Village of Tinley Park shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

16. Precedence: Where there appear to be variances or conflicts, the following order of precedence shall apply:

1. Owner and Contractor Agreement
2. The Village of Tinley Park Request for Proposals
3. Contractor's Response to RFP

17. Submittal and Evaluation Factors: The contract will be awarded to the low bid Contractor determined by the Village of Tinley Park to be in the best interest of the Village, who meets or exceeds the criteria and provisions sought by the Village. The Village reserves the right to reject any or all responses or to waive any details in the responses received when such rejection or waiver is in the best interests of the Village. The Village also reserves the right to reject the REP of a Contractor who has previously failed to satisfactorily perform, has not completed a contract on time or whom, upon investigation, is found not to be in a position to perform the contract. The Village of Tinley Park reserves the right to award the contract to a Contractor who is not the low bid; however, cost is an important factor in the selection of a Contractor.

Indetermining the most qualified responder, the following criteria will be considered by the Village:

A. Ability to complete required work in a timely manner;
B. Proven method of completing designated tasks;
C. Estimated Project Timeline;
D. Experience with other municipalities;
E. Familiarity and understanding of code;
F. Communication with the Village;
G. References.

II. SCOPE OF SERVICES

Working under the direction of the Village Engineer and Public Works Superintendent, the work includes providing all signs, barriers, arrow boards, equipment and manpower necessary for Traffic Control to meet IDOT Highway Standards 701501-06 and 701601-09. The work includes providing all signs, barriers, arrow boards, equipment and manpower necessary for Traffic Control to meet IDOT Highway Standards 701501-06 and 701601-09.
These inspections shall be performed by using high capacity blowers and sending non-toxic smoke into the sanitary sewer pipes, observing the locations where the smoke exits the system (i.e., gutters, vent stacks, etc...) and documenting these observations. The smoke testing product shall be smoke bombs/candles or smoke fluid that will generate a white to gray colored smoke, leave no residues and be non-toxic and non-explosive. The Contractor shall submit the product data and the materials safety data sheets (MSDS) of the smoke planned to use for review and shall have this information at all times to present to any resident who becomes confirmed or has questions about it during the project.

Should the Contractor encounter water in the sewer pipes in which he is performing his work, that water shall be bypassed pumped to complete the work and shall not be done across any open lanes of traffic.

All inspections shall be recorded and turned over to the Village on forms and entered into an electronic database as per NASSCO guidelines. Photos shall be taken where smoke exits the system and all testings shall be done under dry conditions.

The procedures shall follow the use of a central manhole where the blower is located with an upstream and downstream along with two (2) sewer lines between them. The total line segment shall not exceed 1,000 feet. The capacity of the blowers shall be determined by the amount and/or size of the smoke plumes exiting the system. Plugging the line segments shall be done by the use of sewer plugs or sandbags.

Manhole Inspections:

a. Identify and Document General Manhole Information
   i. Depth
   ii. Size
   iii. Location
b. Inventory of the Structural Make-up of the Manhole
c. Identify all Pipes, Pipes Sizes and Inverts
   i. Inflow
   ii. Outflow
   iii. Siphon
   iv. Invert
   v. Manhole Design
   vi. Manhole Materials
   vii. Manhole General Maintenance Information

The information obtained during the inspections shall be documented and turned over to the Village of Tinley Inflow & Infiltration 5 RFP.
During an evaluation, it shall only be performed on storm lines set up where a director and indirect cross connection may exist with a sanitary line. Only storm sewers with an invert elevation that appears to be higher than the adjacent sanitary lines will be flooded. This flooded storm line must cross above or closely parallel to the adjacent sanitary sewer or service lateral to be considered for this procedure. The visual observations of this procedure will be made at the downstream manhole.

The dye products shall be non-toxic and biodegradable designed for plumbing testing. All water that is used to dilute the dye shall be clean and clear in order to develop a brilliant color mixture. Storm sewers have a diameter of thirty-three (33”) inches or less shall be plugged with a pneumatic plug and filled with dyed water. If ditch lines or storm sewers greater than thirty-three (33”) inches in diameter are to be tested, each shall be partially dammed with sandbags to retain the dyed water. Water shall be held for twenty-five (25) minutes if a dye trace is not observed in the downstream manhole immediately.

Should the dye waterflooding procedure need to be introduced to a containment structure, the method and amounts shall be as directed by the manufacturer.

Whenever dye is observed in a sanitary sewer or when it is expected and doesn’t appear, contractors shall document and take photos of the water and the setup. All results of this procedure shall be recorded in electronic format. Color photos shall be taken of the dyed water and where leaks are located. The information recorded shall include:

a. Location of Manhole or Line Flooding
b. Upstream Manhole Number
c. Plugged Lines
d. Location(s) that were flooded along the line
e. Location(s) of Leaks in Sanitary Sewer Pipe
f. Other Pertinent information regarding Test Results

Should the sanitary lines become clogged, the contractor shall clean and televising the lines. The cleaning shall include up to two (2) passes of the jetter. No more than two (2) passes of the rooter shall be used. The cleaning shall be done to ensure that the manhole is clean and free of debris. The method used to clean the manhole shall be recorded in a manner that is acceptable and documented.

This procedure has a budget allowance of $30,000.00 which is assuming that 10% of the sewers system that will be smoke tested will be used for this testing.

III. SUBMITTAL REQUIREMENTS

1. Color Photographs of all Leaks and Defects
2. Map showing the Project Area
3. Address of each Leak and/or Defect Location
4. Summary, Type, Size and Location of Existing and Potential Manhole Defects
5. Copy of all Field Forms and Sketches
6. Exhibits showing Inspection Results and Condition Ratings for the Sewer Lines
7. Capital Improvement Costs
8. EOPCC for Sewer and Manhole Lining Project
9. A certified check/bank draft drawn on a solvent bank or bid bond, payable without condition to the Village of Tinley Park in an amount not less than ten (10%) percent of the bid shall be submitted with each proposal as a guarantee to the Village of Tinley Park that the work will be completed to the satisfaction of the Village.

The Village of Tinley Inflow & Infiltration Six RFP
that, if the proposal is accepted, a contract will be entered into and the performance of the contract is properly secured.

10. All items shall be included in a bound report booklet along with a CD and flash drive with all documents in AutoCAD, Word or Excel format.

11. Completed attached Certifications. (See end of RFP)

IV. REQUIREMENTS AND EXPECTATIONS

The following are general requirements and expectations of the selected Contractor:

A. The Contractor shall perform all work in accordance with Federal, State, and Local laws, regulations, codes and ordinances;

B. The Contractor must be able to receive requests via email.

C. The Contractor is expected to have all necessary equipment, personnel, and skills to complete the project in a timely manner;

D. Hours of data collection are to be performed between the hours of 7:30 am and 5:00 pm Monday through Friday;

E. The Contractor shall remove all trash and debris in the manholes or sewers and properly dispose of it;

F. The public shall be notified and the work coordinated with the Village Police, Fire Departments, Marketing and Public Works;

G. If a homeowner/business takes offense to the Contractor’s arrival to the property, the Contractor is to notify the Village engineer or Public Works Department immediately;

H. If water is needed by the Contractor to clean, dye-water flood or televis the sewers, it will be available at the Public Works Facility and/or nearby fire hydrants. A water meter and/or fire hose can be obtained from the Village with the required deposit. A form shall be completed and turned in with a check for $600 to obtain a Village water meter. Any sewage encountered during the work will be properly disposed of. It is the Contractor’s responsibility to notify the Village if the work may impact sewer flow or cause flooding. The Contractor is expected to keep the Village informed of any potential issues;

I. The Village is committed to the safety of its personnel and the general public. The Contractor must comply with all the safety requirements of the Village, County, State and Federal Government. Proper PPE (Personal Protective Equipment) shall be worn at all times along with an identification card provided by the Village. A Class III reflective safety vest shall be worn at all times. Reflective vests and company vehicles shall also include a company logo.

V. CONTRACT TERMINATION

The Village of Tinley Park may, by written notice, and at any time, terminate the agreement if, in the judgment of the Village, the Contractor has failed to comply with the terms of the agreement. In the event of such termination, the Contractor shall be entitled to payment for work performed through the date notice is delivered to the Contractor. No sums shall be owed to the Contractor for work performed after such notice is delivered.
A. Certificate of Liability Insurance
B. Cost Proposal: This should include equipment cost per hour, manpower cost per hour, or an all-inclusive cost per property
C. Please submit predicted cost for additional services;
D. Information for the firm's point of contact with the Village and specification of staff that will be involved;
E. Written Summary of firm qualifications and experience;
F. Three firm references;
G. Must be licensed and bonded with the Village.

VII. Term of Contract:
The term of the contract shall run from July, 2018, thru November, 2021. Every effort will be made to adhere to the following schedule:

- RFP Due Date: Friday, June 15th, 2018 by noon
- Board Approval: July, 2018
- Contract Execution: July, 2018

Schedule of Prices

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<td>Storm Line Setups (8&quot;-12&quot;) Each</td>
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<tr>
<td>Ditch Line Setups Each</td>
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Additional Charges

- Sewer Cleaning & Repairing
- Catch Basin Leads
- Storm Line Setups (8"-12")
- Storm Line Setups (15"-33")
- Storm Line Setups (36"-48")
- Ditch Line Setups

BID TOTAL $___________

Percent Increase over next 2 years: %

Bidder Information
Date Submitted: ____________________
CompanyName: ___________________________________________
Address: ________________________________________________
City, State, Zip Code: ____________________________________
PhoneNumber: ____________________________
Fax Number: __________________________
Company Email: ________________________________________
Contact Person and Cell Number: __________________________

The Village of Tinley Inflow & Infiltration 8 RFP
CERTIFICATIONS

Eligibility to Contract
The undersigned hereby certifies that the Consultant is not barred from bidding or entering into this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Name of Consultant (please print) Submitted by (signature)

Certificate of Compliance with Illinois Human Rights Act
The undersigned hereby certifies that the Consultant is in compliance with Title 7 of the Illinois Human Rights Act as amended and the Illinois Human Rights Act as amended.

Name of Consultant (please print) Submitted by (signature)

Certificate of Compliance with Illinois Drug-Free Workplace Act
The undersigned, having 25 or more employees, do hereby certify pursuant to section 3 of the Illinois Drug-Free Workplace Act (30ILCS 580) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act (30ILCS 580/3).

Name of Consultant (please print) Submitted by (signature)

The undersigned hereby certifies that the Consultant is not barred from bidding or entering into this contract as a result of a violation of Article 33E of the Criminal Code of 1961, as amended.
Certificate Regarding Sexual Harassment Policy

The undersigned do hereby certify pursuant to section 2-105 of the Illinois Human Rights Act that it has a written sexual harassment policy that 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;
(iv) an internal complaint process including penalties;
(v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; and
(vi) direction on how to contact the Department of Human Rights and Human Rights Commission.

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act that it has a written sexual harassment policy.

Title

______________________________

Name of Consultant (please print) Submitted by (signature)
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**Bid Total:** $71,800.00

**Contact Person and Cell Number:** (602) 318-8461

**Company Name:** C.J. Berg

**Address:** 613 S. 7th St. Fort Worth, TX 76102

**Date Submitted:** 3/15/18

**Contract Execution:** July 2018

**Board Approval:** May 2018

**Due Date:** June 15, 2018

Every effort will be made to adhere to the following schedule:

- The term of the contract shall run from July 4th through November 30th.

- **Village of Diamond:**
  - The contract shall be executed in coordination with the Village.
  - Village personnel will be involved in the selection of the contractor.
  - Vandalism, theft, and defacement are to be addressed.
  - Village residents and property owners shall be involved in the decision-making process.
  - The Village shall be provided with all necessary information and documentation for the contract and the project.

- **Contact Person:** (602) 318-8461

- **Company Name:** C.J. Berg

- **Address:** 613 S. 7th St. Fort Worth, TX 76102

- **Date Submitted:** 3/15/18

- **Contract Execution:** July 2018

- **Board Approval:** May 2018

- **Due Date:** June 15, 2018
The Village of Troy, New York

CERTIFICATIONS

[Signature]

[Name of Contractor (please print)]

[License No.]

[State/Local Code]

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the


The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the

Department of Labor.

[Signature]

[Name of Contractor (please print)]

[License No.]

[State/Local Code]

The undersigned hereby certifies that the Contractor is in compliance with Article 1 of the


The undersigned hereby certifies that the Contractor is in compliance with Article 1 of the

Civil Rights Code of 1964 as amended.

[Signature]

[Name of Contractor (please print)]

[License No.]

[State/Local Code]