

## SCHOOL DISTRICT CONTRACT AND CERTIFICATION

The Contractor identified below agrees to provide services to Lincolnwood School District No. 74 (the "District") per the terms and conditions stated herein and in Exhibit A, which are incorporated herein. The services shall commence on June 10, 2018, and shall be complete by June 30, 2018. The Contractor shall use its best skill and attention and warrants that the services will be performed in a workmanlike manner and be free from faults and defects. The Contractor certifies that its officers, employees, and agents are not barred from bidding and entering into an agreement with the District as a result of a violation of the Bid Rigging or Bid Rotating provisions of the Public Contracts Section of the Illinois *Criminal Code of 1961* (720 ILCS 5/33E-3, 33E-4) or otherwise under the Illinois *School Code* (105 ILCS 5/10-20.21). The Contractor acknowledges that the District's Board of Education may declare the agreement void if it finds this certification is false. As required by law, the Contractor certifies that it and all its affiliates will collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois *Use Tax Act* (35 ILCS 105/1 *et seq.*) regardless of whether the Contractor or its affiliate is a "retailer maintaining a place of business within this State" as defined in Section 2 of the *Use Tax Act* (35 ILCS 105/2). The Contractor further certifies that to the extent applicable, it will provide a drug free workplace as required by the Illinois *Drug Free Workplace Act* (30 ILCS 580/1 *et seq.*). Contractor agrees to comply with all other applicable state and federal laws and regulations, including but not limited to the Illinois *Prevailing Wage Act* (820 ILCS 130/1 *et seq.*), including payment of not less than the prevailing rates as published on the Department of Labor's official website to any laborers, workers and mechanics performing work under this Contract and submission of proper certified payrolls (as applicable). Further, payments and penalties shall be governed by the Illinois *Local Government Prompt Payment Act* (50 ILCS 505/1 *et seq.*), and Contractor's invoices shall include a sworn statement of all persons furnishing materials and labor, as well as all other required detail and backup documentation and lien waivers. The Board of Education shall not waive any customary warranties nor waive any rights by making payment. As required by regulation of the Illinois Department of Human Rights, the Equal Opportunity Clause contained in Exhibit B and the representations therein are hereby incorporated into this Certification.

Contractor acknowledges that it is unlawful for a child sex offender to knowingly be present on school property when persons under the age of 18 are present without the specific notification to and permission of the Superintendent of Schools.

Contractor assumes all risks of performing its services and shall indemnify, defend, and hold harmless the Board of Education, its individual Board members, employees, agents, representatives, insurers, successors, and assigns ("Indemnitees") from and against any and all claims, demands, charges, complaints, causes of action, fees (including, but not limited to, attorney's fees and expert witness fees), and other liability arising out of Contractor's performance of services hereunder, and waives any limitation or defense against the District under any workers' compensation laws or interpretations of such laws. Ultimately subject to the District's approval, the Contractor shall maintain insurance satisfactory to the District and include the Indemnitees as additional insureds on all applicable policies and provide certificates of insurance evidencing the Indemnitees' additional insured status. The undersigned persons represent and warrant that they have authority to bind their respective parties.

Contractor: Moric Paint & Design

Board of Education of Lincolnwood School  
District No. 74

By: 

Signature of Authorized Representative

By: \_\_\_\_\_

Title: PRESIDENT

Title: \_\_\_\_\_

Date: 5/8-2018

Date: \_\_\_\_\_

# Morić Paint & Design

EXHIBIT A

5005 Enfield Ave. #308  
Skokie, IL 60077  
773 415 4755 cell  
847 673 9418 fax  
moricpainting@gmail.com

## PROPOSAL

ATTN:

Location

LINCOLNWOOD SCHOOL DISTRICT 74 RUTLEDGE HALL  
LINCOLNWOOD

Proposal Date

4/4/2018

Proposal Number

15

Customer Number:

Proposal valid Until:

Date	Service Description	
4/4/2018	1ST FLOOR—Paint three rooms two coat+ accent wall. Paint two coats six bathrooms at first floor. 2ND FLOOR-- Paint 18 rooms 2 <sup>nd</sup> floor- 2 coats + accent wall. Paint three bathrooms 2 <sup>nd</sup> floor two coats.	
TOTAL (Labor & Material)		\$ 25.000.00

Thank You

## **EXHIBIT B**

**[NOTE: Illinois law requires that this statement be included in all Illinois public contracts (See 44 Ill. Adm. Code 750.10)]**

The Contractor agrees to fully comply with the requirements of the *Illinois Human Rights Act*, 775 ILCS 5/1-101 *et. seq.*, including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Contractor further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act*, 42 U.S.C. Section 12101 *et. seq.*, and rules and regulations promulgated thereunder. The following provisions are included in this Contract pursuant to the requirements of the regulations of the Illinois Department of Human Rights, Title 44, Part 750, of the Illinois Administrative Code, and Contractor shall be required to comply with these provisions only if and to the extent they are applicable under the law. As required by Illinois law, in the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the *Illinois Human Rights Act* or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), 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 canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulations. During the performance of this contract, the Contractor agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, age, citizenship status, physical or mental handicap or disability unrelated to ability, military status or an unfavorable discharge from military service, or arrest record status; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in 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, sexual orientation, marital status, national origin or ancestry, age, citizenship status, physical or mental handicap or disability unrelated to ability, military status or an unfavorable discharge from military service, or arrest record status.
- D. That it will 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 Contractor's obligation under the *Illinois Human Rights Act* and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligation thereunder.
- E. That it will submit reports as required by the Department's Rules, 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 the Department's Rules.
- F. That it 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 *Illinois Human Rights Act* and the Department's Rules.
- G. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such 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 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 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.