Request For Quote
Bike Trail Slope Hydroseeding

This quote shall include all labor, materials, and equipment required to install a bonded-fiber matrix hydromeet mix, as specified in the following descriptions and specifications. Please note that the prevailing rate of wage for the Peoria area shall be paid for each craft or type of worker needed to execute this project or perform this work as required by the State of Illinois Department of Labor. The project site is located along the bike trail approximately 1250’ south of Candletree Drive.

General Description and Scope of Work:
The intent of this project is to provide overseeding and hydromulching with bonded fiber matrix of a steep slope located along the bike trail that suffered poor germination from a previous erosion control blanket installation and seeding.

A. Attachments:
Map and area measurements of the site are attached. The hillside in question is roughly 3,500 square yards and is sloped at a 1:2 grade.

B. Submittals:
Qualifications: Contractor must have previous experience with installation of bonded fiber matrix hydromulch, and must provide at least five examples of similar work completed with quote package. Products: Complete product list of all materials to be used on this project. Any proposed product substitution submittal must include complete product data and must be received by the Owner’s Representative at least three days prior to the quote date.

C. Schedule:
The work at the site must be coordinated with the Owners Representative to ensure there will be no interruption of bike trail usage. Notification of Award of Quote shall occur on or before Monday, May 14th, 2012. This work is scheduled to begin as early as May 14th 2012, and shall be completed on or before June 1, 2012.

D. Execution:
A bonded fiber matrix hydromulch product will be used to place an IDOT Class 3 Northern Illinois slope seed mix. The BFM will be placed in two directions at a total rate of 4,000 lbs per acre.
- Fertilizer shall be 11-5-9 and incorporated into the tank mix.
- The BFM shall be Profile Products LLC Hydro Blanket BFM, North American Green HydraCX2 Extreme Slope Matrix, or Central Fiber Enviro-Matt BFM.
- Seed shall be an IDOT Class 3 Northern Illinois slope mix applied at a rate of 10 lbs per acre.

A Pre-Quote Meeting will be held Tuesday May 8th at 10:00 a.m. at the end of Candletree Drive. All quotes to be considered shall be submitted by 4:00 PM, on or before Friday, May 11th at 4:00 p.m.. All quotes shall include an itemized schedule of materials.
Administrative Requirements:

Submitted with quote:

1. **EEO Certification** – A completed Certificate of Equal Employment Opportunity Compliance (form attached) must be submitted with quote.

2. **Workforce Profile** – A completed Workforce Profile (form attached) must be submitted with quote.

3. **Sexual Harassment Policy** – A sexual harassment policy must be submitted for approval if not currently on file. Sample attached.

4. **W-9 Taxpayer Identification Form:** Bidder must complete and sign the form included in this package.

5. **Substance Abuse Prevention Program Certification** – Submit provided form with appropriate section completed. If Part B of the form is completed, your company’s Substance Abuse Policy must be submitted for approval.

Required forms after Award is made but before work can begin:

1. **Insurance Requirements:** A Certificate of Insurance and Endorsement with a minimum of one million ($1,000,000) of liability coverage, naming the Peoria Park District as Additional Insured, will be required, before work begins. Verification that all employees who will be working at the site are currently covered by Workers Compensation Insurance will also be required. See Attachment A-6.

2. **Bonding Requirements:** For all quotes in excess of $5,000, a Performance Bond and a Labor & Material Bond (forms attached), each in the amount of the awarded quote, will be required.

3. **Submittals:** Any product submittals required in Request For Quote.

Forms to be submitted with project closeout and pay requests

1. **Certified Payroll:** Prevailing wage is required for this job. A certified payroll form must accompany all requests for payment. A sample form is attached, but contractor may use own form.

2. **Weekly Workforce Reports:** Contractor shall submit completed Weekly Workforce Report (forms attached) for each week until project is completed. Submit on provided forms.

3. **Warranty:** Provide 1 year Contractor Workmanship Warranty covering products and workmanship for this project. Submit additional manufacturer’s warranty information.

Please contact me at 686-3386 if you have any questions or concerns.

Sincerely,

Michael Friberg
Planner III
# QUOTE FORM

**PEORIA PARK DISTRICT**  
**BIKE TRAIL SLOPE HYDROSEEDING**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Quote - Hydroseeding with Bonded Fiber Matrix</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>UNIT PRICES</th>
<th>COST PER 1000 SQ. FT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hydroseeding with Bonded Fiber Matrix</td>
<td>$</td>
</tr>
</tbody>
</table>

THE UNDERSIGNED CERTIFIES THAT THIS QUOTATION IS IN ACCORDANCE WITH PEORIA PARK DISTRICT SPECIFICATIONS.

QUOTE SUBMITTED BY:

______________________________

Company Name

______________________________

Address  City  State  Zip

______________________________

Telephone Number  Fax Number

______________________________

Signature  Title  Date

---

**PEORIA PARK BOARD**

TIMOTHY J. CASSIDY  
President

ROGER P. ALLEN  
Trustee

ROBERT L. JOHNSON, SR.  
Trustee

KELLY A. CUMMINGS  
Trustee

JACQUELINE J. PETTY  
Trustee

MATTHEW P. RYAN  
Trustee

JAMES T. HANCOCK  
Trustee

BONNIE W. NOBLE - Director of Parks and Recreation
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.

   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 one (1) year 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 Owner’s 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 insureds 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 the Architect 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 paralegal’s fees and court costs), arising
out of or resulting from the performance of the Contractor’s work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (2) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this 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.
SAMPLE LIABILITY INSURANCE ENDORSEMENT

The following spaces preceded by an asterisk (*) need not be completed if this endorsement and policy have the same inception date.

<table>
<thead>
<tr>
<th>ATTACHED TO AND FORMING PART OF POLICY NUMBER</th>
<th>*EFFECTIVE DATE OF ENDORSEMENT</th>
<th>*ISSUED TO</th>
</tr>
</thead>
</table>

This endorsement changes the policy. Please read it carefully.

AUTOMATIC ADDITIONAL INSURED

The following provision is added to (SECTION II), Who Is An Insured.

5. Any entity you are required in a written contract (hereinafter called Additional Insured) to name as an insured is an insured but only with respect to liability arising out of your premises, “your work” for the Additional Insured, or acts or omissions of the Additional Insured in connection with the general supervision of “your work” to the extent set forth below.

a. The Limits of Insurance provided on behalf of the Additional Insured are not greater than those required by such contract.

b. The coverage provided to the Additional Insured(s) is not greater than that customarily provided by the policy forms specified in and required by the contract.

c. All insuring agreements, exclusions and conditions of this policy apply.

d. In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

Except when required otherwise by contract, this insurance does not apply to:

1) “Bodily injury” or “property damage” occurring after

   a) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the Additional Insured(s) at the site of the covered operations has been completed; or

   b) That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

2) “Bodily injury” or “property damage” arising out of any act or omission of the Additional Insured(s) or any of their employees, other than the general supervision of work performed for the Additional Insured(s) by you.

3) “Property damage” to

   a) Property owned, used or occupied by or rented to the Additional Insured(s);

   b) Property in the care, custody or control of the Additional Insured(s) or over which the Additional Insured(s) is for any purpose exercising physical control; or
c) “Your work” for the Additional Insured(s).

With respect to Additional Insureds who are architects, engineers or surveyors, this insurance does not apply “bodily injury”, “property damage”, “personal injury” or “advertising injury” arising out of the rendering of or the failure to render any professional services by or for you, including:

a) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

b) Supervisory, inspection or engineering services.

Any coverages provided hereunder shall be excess over any other valid and collectible insurance available to the Additional Insured(s) whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

No person or organization is an Additional Insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

END OF ATTACHMENT A.6
PLEASE BE ADVISED!

Every party to a public contract and every party bidding on public contracts are required to have a written sexual harassment policy that contains:

1. a definition of sexual harassment under state law;
2. a description of sexual harassment utilizing examples;
3. a formalized complaint procedure;
4. a statement of victims rights;
5. directions on how to contact the Illinois Department of Human Rights – **Illinois companies. Out-of-State companies must include directions on how to contact the enforcement agency within their state.** Companies that issue a standard policy for all business locations must prepare an addendum providing directions on how to contact the appropriate enforcement agency.
6. a recitation that there cannot be any retaliation against employees who elect to file charges.

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

In order to conduct business with the **THE PEORIA PARK DISTRICT,** you must have a written sexual harassment policy that conforms to the new ACT.

FAILURE TO DO SO
WILL DISQUALIFY YOU AS AN ELIGIBLE VENDOR!!!
Please be advised, effective July 1, 1993, Governor Jim Edgar established under Executive Order Number 7 (Public Act 87-1257) that every party to a public contract and every party bidding on a public contract within the State of Illinois must have a written policy statement prohibiting sexual harassment. The following model policy statement is a draft copy provided for use in formulating your company’s policy statement.

SEXUAL HARASSMENT POLICY STATEMENT

It is the responsibility of each individual employee to refrain from sexual harassment and it is the right of each individual employee to work in an environment free from sexual harassment.

DEFINITION OF SEXUAL HARASSMENT

According to the Illinois Human Rights Act, sexual harassment is defined as:

Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when

1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment;
2. submission to or rejection of such conduct by an individual is used as the basis for employment decision(s) affecting such individual; or
3. such conduct has the purpose or effect of substantially interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment.

The courts have determined that sexual harassment is a form of discrimination under Title VII of the U.S. Civil Rights act of 1964, as amended in 1991. One such example is a case where a qualified individual is denied employment opportunities and benefits that are, instead, awarded to an individual who submits (voluntarily or under coercion) to sexual advances or sexual favors. Another example is where an individual must submit to unwelcome sexual conduct in order to receive an employment opportunity. Other conduct commonly considered to be sexual harassment includes:

⇒ Verbal: Sexual innuendoes, suggestive comments, insults, humor and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statement about other employees, even outside of their presence, of a sexual nature.

⇒ Non-Verbal: Suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, “catcalls”, “smacking” or “kissing” noises.

⇒ Visual: Posters, signs, pin-ups, slogans of a sexual nature.

⇒ Physical: Touching, unwelcome hugging or kissing, pinching, brushing the body, coerced sexual intercourse or actual assault.

Sexual harassment most frequently involves a man harassing a woman. However, it can also involve a woman harassing a man or harassment between members of the same gender.

The most severe and overt forms of sexual harassment are easier to determine; however, some sexual harassment is more subtle and depends to some extent on individual perception and interpretation. The trend in the courts is to assess sexual harassment by a standard of what would offend a “reasonable woman” or a “reasonable man”, depending upon the gender of the alleged victim.

An example of the most subtle form of sexual harassment is the use of endearments. The use of terms such as “honey”, “darling”, and “sweetheart” is objectionable to many women who believe that these terms undermine their authority and their ability to deal with men on an equal and professional level.

Another example is the use of a compliment that could potentially be interpreted as sexual in nature. Below are three statements that might be made about the appearance of a woman in the workplace:
⇒ “That’s an attractive dress you have on.”
⇒ “That’s an attractive dress. It really looks good on you.”
⇒ “That’s an attractive dress. You really fill it out well.”

The first statement appears to be simply a compliment. The last is most likely to be perceived as sexual harassment depending on individual perceptions and values. To avoid the possibility of offending an employee, it is best to follow a course of conduct above reproach, or to err on the side of caution.

RESPONSIBILITY OF INDIVIDUAL EMPLOYEES

Each individual employee has the responsibility to refrain from sexual harassment in the workplace. An individual employee who harasses a fellow worker is, of course, liable for his or her individual conduct. The harassing employee will be subject to disciplinary action up to and including discharge in accordance with company/organization policy or a collective bargaining agreement, as appropriate.

RESPONSIBILITY OF SUPERVISORY PERSONNEL

Each supervisor is responsible for maintaining a workplace free of sexual harassment. This is accomplished by promoting a professional environment and by dealing with sexual harassment as with all other forms of employee misconduct.

The courts have found companies/organizations as well as supervisors can be held liable for damages related to sexual harassment by a manager, supervisor, employee, or third party (an individual who is not an employee but does business with a company/organization, such as a contractor, customer, sales representative, or repair person).

Liability is based either on a company/organization’s responsibility to maintain a certain level of order and discipline, or on the supervisor acting as an agent of the company/organization. As such, supervisors must act quickly and responsibly, not only to minimize their own liability, but also to that of the company/organization.

RESOLUTION OUTSIDE THE COMPANY/ORGANIZATION

It is hoped that most sexual harassment complaints and incidents can be resolved within a company/organization. However, an employee has the right to contact the Illinois Department of Human Rights (IDHR) or the U.S. Equal Employment Opportunity Commission (EEOC) about filing a formal complaint. An IDHR complaint must be filed within 180 days of the alleged incident(s) unless it is a continuing offense. A complaint with EEOC must be filed within 300 days.

<table>
<thead>
<tr>
<th>Illinois Department of Human Rights</th>
<th>Illinois Human Rights Commission</th>
</tr>
</thead>
<tbody>
<tr>
<td>(217) 785-5100 – Springfield</td>
<td>(217) 785-4350 – Springfield</td>
</tr>
<tr>
<td>(217) 785-5125 – TDD Springfield</td>
<td>(217) 785-5125 – TDD Springfield</td>
</tr>
<tr>
<td>(312) 814-6200 – Chicago</td>
<td>(312) 814-6269 – Chicago</td>
</tr>
<tr>
<td>(312) 263-1579 – TDD Chicago</td>
<td>(312) 814-4760 – TDD Chicago</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>U.S. Equal Employment Opportunity Commission</th>
</tr>
</thead>
<tbody>
<tr>
<td>(312) 353-2613 – Chicago District Office</td>
</tr>
<tr>
<td>(800) 669-4000 – Toll Free Within State of Illinois</td>
</tr>
<tr>
<td>(800) 669-6820 – TDD Chicago</td>
</tr>
</tbody>
</table>

An employee who is suddenly transferred to a lower paying job or passed for promotion, after filing a complaint with IDHR or EEOC, may file a retaliation charge, also due 180 days (IDHR) or 300 days (EEOC) from the alleged retaliation.

An employee who has been physically harassed or threatened while on the job may also have grounds for criminal charges of assault and battery.

FALSE AND FRIVOLOUS COMPLAINTS

False and frivolous charges refer to cases where the accuser is using a sexual complaint to accomplish some end other than stopping sexual harassment. It does not refer to charges made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, a false and frivolous charge is a severe offense that can itself result in disciplinary action.
LABOR & MATERIAL PAYMENT BOND

TO: PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA
PEORIA, ILLINOIS

KNOW ALL MEN BY THESE PRESENTS:

That: _____________________________________________________________
____________________________________________________________________
___________________________________________________________
as Principal, and ______________________________________________________
____________________________________________________________________
a corporation of the State of ____________________ as Surety, are held and firmly bound unto the PLEASURE DRIVEWAY
AND PARK DISTRICT OF PEORIA, PEORIA, ILLINOIS, as Obligee, for the use and benefit of claimants as hereinafter
defined in the amount of _________________________________ Dollars ($_________________________), for
the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated ________________________, 20 ________,
entered into a Contract with Obligee for ________________________________________________________________
_________________________________________________________________________________________________
in accordance with contract documents prepared by the Architect-Engineer which Contract is by reference made a part
hereof, and is hereinafter referred to as "the Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Principal shall promptly pay
for all laborers, workers and mechanics engaged in the work under the Contract, and not less than the general prevailing
rate of hourly wages of a similar character in the locality in which the work is performed, as determined by the State of
Illinois Department of Labor pursuant to the Illinois Compiled Statutes 820 ILCS 130/1 et. seq. and for all material used or
reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain
in full force and effect.

1. A claimant is defined as any person, firm, or corporation having contracts with the Principal or with any of
Principal's subcontractors for labor or materials furnished in the performance of the Contract on account of which this
Bond is given.

2. Nothing in this Bond contained shall be taken to make the Obligee liable to any subcontractor, materialman or
laborer, or to any other person to any greater extent than it would have been liable prior to the enactment of The Public
Construction Bond Act, approved June 20, 1931, as amended; provided further, that any person having a claim for labor
and materials furnished in the performance of the Contract shall have no right of action unless he shall have filed a verified
notice of such claim with the Obligee within 180 days after the date of the last item of work or the furnishing of the last
item of materials, which claim shall have been verified and shall contain the name and address of the claimant, the business
address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of
business within the State the principal place of business of the corporation, and in all cases of partnership the names and
residences of each of the partners, the name of the Contractor for the Obligee, the name of the person, firm or corporation
by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief
description of the public improvement for the construction or installation of which the Contract is to be performed. No
defect in the notice herein provided for shall deprive the claimant of its right of action under the terms and provisions of
this Bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the
same.

3. No action shall be brought on this Bond until the expiration of 120 days after the date of the last item of work
or of the furnishing of the last item of material except in cases where the final settlement between the Obligee and the
Contractor shall have been made prior to the expiration of the 120 day period, in which case action may be taken
immediately following such final settlement; nor shall any action of any kind be brought later than 6 months after the
acceptance by the Obligee of the work. Such suit shall be brought only in the circuit court of this State in the judicial
district in which the Contract is to be performed.
4. Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof.

5. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

6. The Principal and Surety shall be liable for any attorneys fees, engineering costs, or court costs incurred by the Obligee relative to claims made against this Bond.

Signed and Sealed this _________________ day of __________________________, 20__.

CONTRACTOR

Contractor Firm Name:

____________________________________________

By: _________________________________________
    Signature

____________________________________________
    Title

SURETY

____________________________________________

By: _________________________________________
    Attorney-in-Fact

____________________________________________
    Resident Agent

ATTEST:

____________________________________________

Corporate Secretary (Corporations only)
PERFORMANCE BOND

TO:  PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA
      PEORIA, ILLINOIS

      KNOW ALL MEN BY THEIR PRESENTS;

That

__________________________________________, as Principal, and
__________________________________________ as
corporation of the State of ________________________________, as Surety, are held and firmly bound
unto the PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA, PEORIA, ILLINOIS, as Obligee, in the amount
of ____________________________________($__________), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _______________________________, 20________ entered into a contract with Obligee for

__________________________________________, in accordance with contract documents prepared by the Architect-Engineer, which Contract is by reference made a part hereof and is hereinafter referred to as "the Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Principal shall promptly and faithfully perform the Contract and all changes thereof, and during the life of any guaranty or warranty required under the Contract, and, if Principal shall fully secure and protect the Obligee from all liability and from all loss or expense of any kind, including all court costs, engineering fees and attorneys' fees made necessary or arising from the failure, refusal or neglect of Principal to comply with all obligations assumed by Principal in connection with the performance of the Contract and all changes thereof, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof. Whenever Principal shall be and is declared to be in default under the Contract, Obligee having performed Obligee's obligations thereunder, Surety shall, after notice of such default, reserve all rights against all parties, take over and complete the Contract and become entitled to payment of the balance of any monies due or to become due to such defined Principal in accordance with the progress of the work.

A condition of this Bond is that the Principal shall faithfully perform in accordance with the prevailing wage clause provided in the bid specification or Contract pursuant to Illinois Compiled Statutes 820 ILCS 130/1 et. seq.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein.

Signed and Sealed this ____________ day of ________________________________, 20___.
CONTRACTOR

______________________________________________ _______________________________________
Contractor Firm Name    Surety Name
By: ___________________________________________ By:____________________________________
Signature   Attorney-in-Fact

______________________________________________ _______________________________________  
Title       Resident Agent

ATTEST:

_____________________________________________
Corporate Secretary (Corporations only)
## WORK FORCE PROFILE - FULL TIME ONLY

<table>
<thead>
<tr>
<th>Job Classifications</th>
<th>Total Employees</th>
<th>Black</th>
<th>Hispanic</th>
<th>Native American</th>
<th>Asian</th>
<th>Veteran</th>
<th>Disabled</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>M</td>
<td>F</td>
<td>M</td>
<td>F</td>
<td>M</td>
<td>F</td>
<td>M</td>
</tr>
<tr>
<td>1. Officials, Managers, Supervisors</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Professionals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Technicians</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Sales</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Office/Clerical</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. White Collar Trainees:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Skilled Crafts:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Apprentices:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. On-the-job Trainees:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Semi-skilled</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Service Workers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Unskilled</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
This weekly workforce report must be completed and returned to the Peoria Park District project manager for each week that you are working on Peoria Park District property. You are to report only those employees that are actually working on the Peoria Park District project identified on this report. Do not report employees that are not working on the project identified on this report.

If you have further questions regarding this report, please contact the Owner’s Project Manager.

I  Trade & Hour Breakdown Table
   • List the different trades (carpenter, laborer, plumber, etc.) and report the number of hours by race/gender for each trade;
   • Total the hours for each trade on the right.

II  New Hires by Race & Gender
   • If additional employees are hired for the job, please record the number of employees hired by race/gender.

III  Total Project Employee Breakdown
   • Please track total hours by race/gender for the project if project lasts longer than a week.
Weekly Workforce Report  (Peoria Park District Form)  

Contractor/ Subcontractor Name: ____________________________  Project: ____________________________

Date: _______________  Week Ending: _______________

Trade & Hour Breakdown:

<table>
<thead>
<tr>
<th>TRADE</th>
<th>FEMALE HOURS</th>
<th>CAUCASIAN HOURS</th>
<th>AFRICAN-AMERICAN HOURS</th>
<th>HISPANIC, HOURS</th>
<th>NATIVE AMERICAN HOURS</th>
<th>ASIAN, PAC. ISLANDER, OTHER HOURS</th>
<th>TOTAL HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

New Hires by Race & Gender

<table>
<thead>
<tr>
<th>TRADE</th>
<th>CAUCASIAN</th>
<th>AFRICAN-AMERICAN</th>
<th>HISPANIC</th>
<th>NATIVE AMERICAN</th>
<th>ASIAN,PACIFIC ISLANDER, OTHER</th>
<th>MALE</th>
<th>FEMALE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Project Employee Breakdown

<table>
<thead>
<tr>
<th></th>
<th>CAUCASIAN</th>
<th>AFRICAN-AMERICAN</th>
<th>HISPANIC</th>
<th>NATIVE AMERICAN</th>
<th>ASIAN,PACIFIC ISLANDER, OTHER</th>
<th>MALE</th>
<th>FEMALE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>