



PLEASURE DRIVEWAY and PARK DISTRICT of PEORIA, ILLINOIS

Planning, Design and Construction Division ▪ 1314 N. Park Road
Peoria, IL 61604 ▪ Phone (309) 686-3386 ▪ Fax (309) 686-3383

July 2, 2013

Request For Quote

Roof Replacement – 1002 Merkel Lane, Edelstein, IL

This quote shall include all labor, materials, and equipment required to replace the roof at 1002 Merkel Lane, Edelstein, IL, as specified in the following descriptions and specifications. All work must conform to all OSHA Safety Guidelines, NRCA standards, all applicable local, state, and national building codes. Prevailing wages including benefits must be provided for all workers involved in this project.

All quotes to be considered shall be submitted by 2:00 PM, on or before Tuesday, July 16, 2013. Quotes can be faxed, emailed to mharden@peoriaparks.org or hand delivered to the address noted above.

General Description and Scope of Work:

Roof Replacement: The general scope of work consists of the removal and replacement of the asphalt shingle roofing system including the underlayments, valley flashings, laminated shingles, modified membrane and all other materials necessary for a watertight installation. Attic ventilation as noted in the plans and specifications is also included. Permanent roof anchors shall be priced separately as Add Alternate #1. The existing gutter system and metal edge flashings shall remain in place. Contractor shall field verify all measurements and is responsible for ensuring the correct material quantities are included in quote.

- A. Attached Drawings:
Roof Plan A-1.
- B. Add Alternate 1:
Include separate price for the installation of 11 double tie off anchors and 7 single tie off anchors as noted on the plans and specifications.
- C. Temporary Utilities and Facilities:
Electricity is not available for contractor's use at the site. A contractor supplied generator will be required. Sanitary facilities are not available at job site.
- D. Schedule:
A pre-quote meeting will be held at the site on July 9, 2013 at 10:30 a.m. (To reach the site, drive north on IL-40. Turn right on Singing Woods Road, left on Centerville Road, and right on Merkel Lane.)
Award of project is tentatively scheduled for July 25, 2013 with a completion date of September 13, 2013.
- E. Submittals:
Complete itemized product list of all proposed materials.

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F. Protection & Clean-up

Protect all existing features including house, pavement and landscaping. Contractor shall repair any damage caused by Contractor at Contractor's expense. Contractor is responsible for clean-up and legal disposal of any construction debris and shall repair damage as needed.

Administrative Requirements

Submitted with quote:

1. Completed Quote Form.
2. Itemized Schedule of Materials.
3. EEO Certification – A completed Certificate of Equal Employment Opportunity Compliance must be submitted with quote. Submit provided form.
4. Workforce Profile – A completed Workforce Profile must be submitted with quote. Submit provided form.
5. Sexual Harassment Policy – A sexual harassment policy must be submitted for approval, unless your company is currently certified. Sample attached.
6. 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.
7. W-9 Request for Taxpayer Identification Number and Certification: Submit provided form.
8. Certification of Safety Compliance: Submit provided form.
9. Illinois Drug Free Workplace Compliance: Submit provided form.

Required forms after Award is made 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 - A Performance Bond and Labor and Material Bond (forms attached), each in the amount of the awarded quote will be required if the quote amount exceeds \$5,000.00.
3. Submittals: All product submittals and samples required in Request for Quote.

Forms to be submitted with Pay Requests and Project Closeout:

1. Pay Requests – AIA Document G702 Application and Certificate of Payment, or Company Invoice.
2. Certified Payroll – A certified payroll form must accompany all requests for payment. A sample form is attached, but contractor may use own form.

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3. Waivers – A partial or final waiver shall be included with each pay request.
4. Weekly Workforce Reports – Contractor shall submit completed Weekly Workforce Report for each week until project is completed. Submit provided forms.
5. Warranty - Manufacturer's limited lifetime warranty. Contractor's 5 year Workmanship.

Please contact me if you have any questions or concerns.

Sincerely,

Mary Harden
Planner

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PEORIA PARK DISTRICT
QUOTE FORM

ROOF REPLACEMENT at 1002 MERKEL LANE

BASE QUOTE	COST
Provide complete roof replacement per specification.	\$

ALTERNATE #1	COST
Installation of permanent roof anchors per specification.	\$

UNIT COST #1	SQUARE FOOT COST
Replacement of wood deck, to match existing.	\$

**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

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PART 1: GENERAL

1.01 SCOPE OF WORK

- A. The general scope of work consists of replacement of the asphalt shingle roofing system including but not limited to asphalt roof shingles, self-adhering moisture shedding underlayment, synthetic water resistant underlayment, two-ply modified membrane system, an aluminum drip edge, metal valley flashing, nails and other fasteners and all other items necessary for a complete watertight installation.
- B. Shingles, drip edge, metal valley flashings and all other related components shall be removed down to wood deck on all roofs.
- C. Existing metal edge flashings and gutter system shall remain in place.
- D. Installation of nine gravity flow roof vents.
- E. Installation of eleven permanent double tie-off anchors and seven single permanent tie-off anchors.

1.02 QUALITY ASSURANCE

- A. Contractor shall have a current unlimited roofing license in the State of Illinois. Contractor shall work in accordance with the NRCA Roofing Manual: Steep Slope Roof Systems – 2009.
- B. Contractor shall, upon request, be able to provide evidence of having at least five years successful experience installing similar systems.
- C. All shingles shall have the same lot number.

1.03 SUBMITTALS

- A. Product Data sheets for all materials being used, including, but not limited to, shingles, underlayment, membranes, adhesives, roof anchors and vents.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to site in manufacturer's unopened, labeled bundles. Promptly verify quantities and conditions. Immediately remove damaged products from site.
- B. Store materials to avoid water damage and store rolled goods on end. Comply with manufacturer's recommendations for job site storage and protection.

1.05 PROJECT CONDITIONS

- A. Proceed with shingle work only after substrate construction and penetrating work have been completed.
- B. Proceed with work only when weather conditions are in compliance with manufacturer's recommendations and when substrate is completely dry.
- C. No work shall be done in the rain. No shingle work shall be done when temperature is below 32° F.

1.06 WARRANTY

- A. Manufacturer's Warranty: Furnish shingle manufacturer's warranty. Warranty shall be lifetime from date of substantial completion.

- B. Contractor's Guarantee: Furnish installer's 5 year guarantee for both roof systems.
 - 1. Roofing contractor materials and workmanship guarantee – Owner has included form in packet.

1.07 PROJECT CLOSEOUT

- A. Contractor must provide Owner with 1 square (100 sq. ft.) of extra shingles in color used.
- B. Satisfactory delivery of warranties shall be precedent to final payment.

PART 2: PRODUCTS

2.01 ASPHALT SHINGLES

- A. Glass fiber mat base, ceramically colored/UV resistant mineral surface granules across entire face of the shingle, two-piece laminated shingle, algae resistant, conforming to ASTM D 3013 Type 1 – self-sealing, UL certification of ASTM D 3462, ASTM D 3161 / UL 997 80 mph wind resistance and UL Class A fire resistance. Shingles shall be used on entire roof with exception of porch roof.
 - 1. Acceptable products
 - a. Certain Teed Landmark AR Shingles
Certain Teed Corporation
P.O. Box 860
Valley Forge, PA 19482
800-233-8990
 - b. Or approved equal
- B. Color to be chosen by Owner's Rep from manufacturer's full range of colors.

2.02 SHEET MATERIALS

- A. Eave protection – ASTM D 1970 sheet barrier of self-adhering rubberized asphalt membrane shingle underlayment having internal reinforcement split back plastic. Apply to all eaves from gutter edge to a point not less than 24" inside exterior walls. In addition, apply a full width sheet to all rakes and ½ width sheet to ridges and hips, and a 3 foot square around all protrusions.
 - 1. Acceptable products
 - a. Certain Teed Winter Guard
 - b. Or approved equal
- B. Underlayment: ASTM D 226 and ASTM D 4869 synthetic polymer-based scrim reinforced underlayment. Apply to all areas not covered with Winter Guard beneath asphalt shingles.
- C. Two-ply Modified Membrane System Cap Sheet: ASTM D 6164 Type 1, reinforced with a 130 g/m² non-woven polyester mat, saturated with asphalt and coated on both sides with SBS rubber modified asphalt and surfaced with ceramic granules. 94 lbs. per 1 square roll, 145 mils thick, white in color. This sheet shall be used on the low slope porch roof and all flashings as needed.
 - 1. Acceptable products
 - a. Tamko AWAPLAN 170 Mineral Surfaced Cap Sheet
Tamko Building Products, Inc.
P.O. Box 1404
Joplin, MO 64802
800-641-4691
 - b. Or approved equal

- D. Two-ply Modified Membrane System Base Sheet: ASTM D 4601 Type II, fiberglass mat, coated on both sides with SBS modified asphalt, 79 lbs. per 3 square roll. This shall be laid down twice, first as the nailed base sheet and as the first of the two plies. This shall be used on the low slope porch roof.
 - 1. Acceptable Products
 - a. TAMKO Base-N-Ply
 - b. Or approved equal

2.03 ADHESIVES

- A. Cold Adhesive: ASTM D 3019, Type III, cold adhesive with select flux asphalt, petroleum solvents, reinforcing mini fibers and SBS rubberized polymers. This shall be used on the low slope porch roof to adhere the base sheet and cap sheet, but not the nailed base sheet.
 - 1. Acceptable Products
 - a. TAM-PRO 856 Premium SBS Adhesive
 - b. Or approved equal
- B. Cement Adhesive: ASTM D 4586 Type I, trowel grade, heavy bodied SBS modified asphalt consisting of prime solvents, SBS rubberized polymers and high strength interlocking fibers. This shall be used to adhere membrane flashings, cap sheet laps, and as a shingle cement if needed.
 - 1. Acceptable products
 - a. TAM-PRO Q-20 Premium SBS flashing cement
 - b. Or approved equal

2.04 FLASHING MATERIALS

- A. Steel Valley Flashing: ASTM A 361/A361M, 24 gauge steel, 24" wide with factory applied Kynar coating. Contractor may fabricate "W" flashing from flat stock or use factory preformed "W" flashing in all valleys. Color shall be grey.
- B. Re-use all existing drip-edges at all eave/gutter and rake locations. Re-use all existing steel step flashings at chimneys and wall locations. Clean, repaint and re-caulk existing flashings as needed. Color shall match existing.

2.05 EXHAUST FANS

- A. Roof mounted attic exhaust fans: ASMT B 209, fabricated using 0.025" aluminum sheet stock, providing 50 sq. inches of net free area. Overall dimensions 16" x 20 5/16" x 5" with 8" diameter hole size. Color to be chosen by Owner's Rep from manufacturer's full range of colors.
 - 1. Acceptable products
 - a. Lomanco Model 750 Roof Louver
Lomanco Inc.
2101 W. Main St.
P.O. Box 519
Jacksonville, AR 72076
P:800-643-5593
F:501-982-1258
 - b. Or approved equal.

2.06 ROOF ANCHORS

- A. Single and double D-ring Type Roof Anchors: OSHA 1926.512 certification, intended for use with vertical rope lifelines, Type 304 stainless steel bodies, and zinc plated D-rings. Design working load: 310 lbs. Use of a shock absorber is required to limit the fall arresting forces to 900 lbs. or less. Butyl strips must be included.

1. Double D-ring Anchor Acceptable Products

- a. 2 D-ring Model # 2815 Retro Fit
Super Anchor Safety
8522 216th St. SE
Woodinville, WA 98072
www.superanchor.com
- b. Ridge-It SAFU Anchor Model # 00511
Guardian Fall Protection
www.guardianfall.com
- c. 2 D-ring Model # RA40
Miller Fall Protection
1345 15th St.
P.O. Box 271
Franklin, PA 16323
www.millerfallprotection.com
- d. Or approved equal

2. Single D-ring Anchor Acceptable Products

- a. 1 D-Ring Model H 2816 RS-20
Super Anchor Safety
- b. Ridge-IT 1 D-Ring Anchor Model # 00500
Guardian Fall Protection
- c. 1 D-Ring Model # RA41
Miller Fall Protection
- d. Or approved equal

2.07 ACCESSORIES

- A. Nails: Standard round wire type roofing nails, corrosion resistant; hot dipped zinc coated steel, or chromated steel; minimum 3/8 inch (9.5mm) head diameter; minimum 11 or 12 gage shank diameter; shank to be sufficient length to penetrate through the roof sheathing or 3/4 inch into solid wood or plywood decking. Pneumatic nailers may be used with coil nails. Use of staples is not allowed.
- B. Sealant: Provide Sonneborn NP-1 Polyurethane Sealant. Color shall closely match metal flashings. NOTE: This product is a sealant not an adhesive.
- C. Plumbing stack flashings: Provide 4 pound 18 inch square, one piece lead flashings with minimum 6 inch skirt and a seamless 12 inch riser. Set in a bed of trowel grade roofing cement, roll down the top inside the existing pipe at least one inch.

PART 3 EXECUTION

3.01 EXAMINATION

- A. After removal of all existing roofing materials examine the existing conditions of the roof deck, all penetrations, flashings, chimneys, etc. to confirm they are in sound condition.
- B. Verify that all roof penetrations and plumbing stacks are in place and flashed to deck surfaces.
- C. Verify deck surfaces are dry and free of ridges, warps or voids. If deck replacement is needed, immediately notify the Owner with the dimensions of the areas needing replacement. The Unit Cost per square foot will be applied. Replacement decking shall match the thickness of the existing deck and shall be supported on both ends by existing roof framing. Plywood, OSB or pine boards are all considered to be acceptable.

3.02 ROOF DECK PREPARATION

- A. Broom clean the entire deck surface prior to the application of the self adhering eave protection and the synthetic underlayment.

3.03 INSTALLATION – D-RING PERMANENT ROOF ANCHORS.

- A. The intent of the location layout is to provide a level of safety for the workers, which fully complies with the current 29 CFR OSHA Construction Industry Regulations Subpart M – Fall Protection.
- B. Recommended mounting locations for the 11 permanent Double D-Ring roof anchors are shown on the Roof Plan. Recommended locations are intended to minimize the swing fall hazard and to limit the free fall distance to less than 6 feet. If there is a need to relocate or a need for additional anchors, contact the Owner's Representative.
- C. Recommended mounting locations for the 7 permanent Single D-Ring roof anchors are shown on the Roof Plan. Recommended locations are intended to minimize the swing fall hazard and to limit the free fall distance to less than 6 feet. If there is a need to relocate or a need for additional anchors, contact the Owner.
- D. D-Ring anchors must be centered over the roof rafters or trusses and all factory supplied 16D fasteners must penetrate this framing. To ensure each nail will penetrate the structural member as required, drive the nail with an inward angle toward the center of the structural member until the nail is flat against the anchor. If you find any indication of rot or deterioration of the roof framing that may reduce the integrity of the anchor, contact the Owner.

3.04 INSTALLATION – ATTIC VENTILATION

- A. Install 9 new roof vents at the following locations. See Roof Plan Drawing for locations.
 - 1. Install 2 on South side of roof C.
 - 2. Install 2 on South side of roof D.
 - 3. Install 3 on East side of roof F.
 - 4. Install 2 on West side of roof J.
 - 5. Space vents evenly on each roof area.
 - 6. Cut 8 inch diameter openings in the roof deck approximately 24 inches below ridges and centered between framing members.
 - 7. Center vent over opening in roof deck. Set base flange in a bed of Flashing Cement.
 - 8. Fasten base to roof deck with 7 stainless steel roofing nails, keeping nailheads under shingles where possible.
 - 9. Apply caulk or roofing cement to seal all exposed nails.

3.05 INSTALLATION – EAVE ICE DAM PROTECTION

- A. Reuse existing eave drip edge flashing, verifying that it is tight with fascia boards. If flange is loose, nail with galvanized nails spaced 8 inches on center. Clean and repaint all flashings to match existing color. Apply Waterproofing Shingle Underlayment over drip edge as eave protection in accordance with the manufacturer's instructions. Extend eave protection membrane minimum 24 inches up slope beyond interior face of exterior wall.

3.06 INSTALLATION – RAKE, RIDGE AND HIP ICE DAM PROTECTION

- A. Reuse existing rake metal drip edge flashing, verifying that it is tight with fascia boards. If flange is loose, nail with galvanized nails spaced 8 inches on center as needed. Clean and repaint metal flashings. Color shall match existing.
- B. Apply Waterproofing Underlayment to all rakes, ridges, hips and around all roof protrusions in accordance with manufacturer's instructions. Use one full width sheet at rake locations and ½ width sheets at hip and ridge locations. Lap joints a minimum of 6 inches.

3.07 INSTALLATION – VALLEY PROTECTION

- A. For open valleys with “W” flashing, first place one ply of underlayment, minimum 36 inches wide, centered over valleys. Starting at bottom, lap joints minimum of 6 inches.

3.08 INSTALLATION – PROTECTIVE UNDERLAYMENT

- A. Roof Slopes lower than 3:12: Apply one layer of underlayment over entire area with 4 inch side laps and 6 inch end laps. Stagger end laps each consecutive layer. Nail in place as needed.
- B. Roof Slopes 3:12 or more – Use Certaineed Diamond Deck Synthetic Roofing Underlayment. Apply to all areas not covered with Winterguard. Follow manufacturer's printed instructions for application of this product. Attach to the wood deck with 1 inch cap nails. Do not use staples with this product.

3.09 INSTALLATION – METAL FLASHINGS

- A. Install 24 inch wide shop fabricated or manufactured pre-painted 24 GA steel “W” valley flashings in all valleys. Starting at bottom, weather-lap joints a minimum 8 inches. Attach to deck by nailing along outer edges with galvanized roofing nails. Install the new shingles and cut to expose approximately 2 inches either side of the center of valley flashing. Adhere shingles to metal flashing with Flashing Cement. Seal edge of shingles with NP-I caulk. Do not use nails to attach shingles within 5 inches of center of “W” flashing. “W” flashing color shall be Grey.

3.10 INSTALLATION- ASPHALT SHINGLES

- A. Install shingles in accordance with NRCA Roofing Manual: Steep Slope Roof Systems – 2013 and Manufacturer's instructions as specified. Adhere to the manufacturer's installation pattern and exposure recommendations. Hand nailing or pneumatic nailing with coil nails is acceptable. Use of staples to attach the shingles is not allowed.

3.11 PROTECTION OF FINISHED WORK

- A. Protect finished work from damage.
- B. Do not permit traffic over finished roof surface.

3.12 ROOF DECK PREPARATION FOR MODIFIED MEMBRANE INSTALLATION

- A. Broom clean the entire deck surface prior to the application of the base sheet. Remove all nails and fill any voids in the wood deck. Replace deteriorated deck as needed.

3.13 INSPECTION OF THE METAL DRIP EDGE

- A. Reuse existing eave drip edge flashing, verifying that it is tight with fascia boards. If flange is loose, nail with galvanized nails spaced 8 inches on center. Clean and repaint metal flashings. Color shall match existing.

3.14 INSTALLATION OF THE MODIFIED MEMBRANE LOW SLOPE SYSTEM

- A. Tamko 2 Ply System with nailed base sheet on Wood Deck shall be installed per the NRCA Roofing Manual: Membrane Roof Systems – 2011, and per manufacturer’s specifications.

3.15 INSTALLATION OF BASE SHEET

- A. Starting at the low point of the roof install 1 ply of full width Base Sheet, side lapped 2 inches and end lapped 4 inches. Fasten the sheet with galvanized nails along the low edge at 8 inches on center. Stagger fasteners on 16 inch centers along 2 lines 13 inches from each edge of base sheet. Fasten the sheet along the laps at 8 inches on center. Continue applying sheets until a point is reached 24 inches above where the bottom of the first course of Shingles will be applied.

3.16 INSTALLATION OF THE PLY SHEET

- A. Starting at the low point of the roof beginning with a ½ width sheet, adhere a ply of the Base Sheet with approved adhesive at the rate of 1-1/2 gallons per 100 square feet. Side lap this sheet 4 inches and end lap 6 inches. Continue applying full sheets until a point is reached 20 inches above where the bottom of the first course of shingles will be applied.

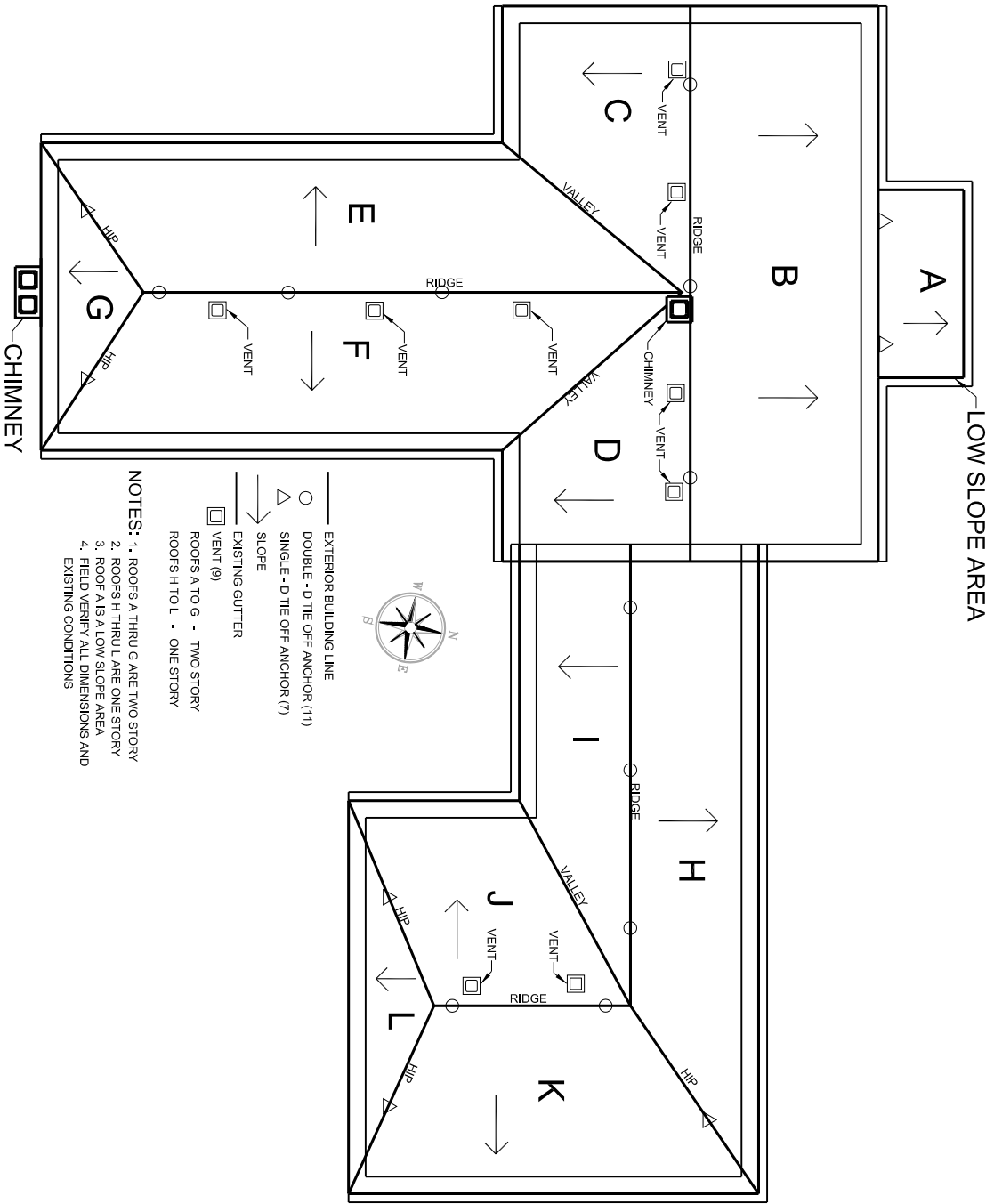
3.17 INSTALLATION OF THE MINERAL CAP SHEET

- A. Starting at the low point of the roof, install 1 layer of surface sheet, side lapped 4 inches and end lapped 6 inches. Fully adhere with adhesive and secure the side and end laps with flashing cement. Continue applying sheets until a point is reached 16 inches above where the bottom of the first course of shingles will be applied. Color shall be white.

3.18 FIELD QUALITY CONTROL

- A. Visual inspection of the work will be provided by Owner. If conditions are found to be unacceptable, the Owner will notify the Contractor.
- B. Contractor shall be responsible for removal and proper disposal of all waste materials.

END OF SECTION 073113



- EXTERIOR BUILDING LINE
- DOUBLE - D TIE OFF ANCHOR (11)
 - △ SINGLE - D TIE OFF ANCHOR (7)
 - SLOPE
 - EXISTING GUTTER
 - VENT (9)
- ROOFS A TO G - TWO STORY
ROOFS H TO L - ONE STORY
- NOTES:**
1. ROOFS A THRU G ARE TWO STORY
 2. ROOFS H THRU L ARE ONE STORY
 3. ROOF A IS A LOW SLOPE AREA
 4. FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS

ROOF REPLACEMENT at:
1002 MERKEL LN., EDELSTEIN

PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA, ILLINOIS



ROOF PLAN

DRAWN BY:	SCALE:	DATE:	SHEET:
GAK	1"=10'	07/02/2013	A-1



Office Use Only: Approved: _____ Date: _____
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Peoria Park District
Certificate of Equal Employment Opportunity Compliance
for
Contractors and Vendors

Disclosure of the information requested in this form is required by the Peoria Park District. Failure to properly complete and sign this form will result in it being returned unprocessed thereby resulting in a delay or denial of eligibility to bid.

As part of the Company's commitment to equal employment opportunity practices, this company does the following:

- Recruits, trains, upgrades, promotes and disciplines persons without regard to race, color, sex, religion, national origin, veteran status, age, mental or physical ability.
- Notifies all recruitment sources that all qualified applicants will be considered for employment without regard to race, color, sex, religion, national origin, veteran status, age, mental or physical ability.
- When advertising is used, specifies that all qualified applicants will be considered for employment without regard to race, color, sex, religion, national origin, veteran status, age, mental or physical ability.
- Notifies all labor organizations which furnish this company with any skilled or non-skilled labor of the Company's responsibility to comply with the equal employment opportunity requirements required in all contracts by the Peoria Park District.
- Notifies all of its sub-contractors of their obligation to comply with the equal employment opportunity requirements required in all contracts by the Peoria Park District.
- Has an affirmative action program that assures the company's fair employment practices are understood and carried out by all of its managerial, administrative and supervisory personnel.

Is the Company a minority/woman owned business (MBE/WBE)? YES NO

The Company does not discriminate against any employees or applicants for employment because of race, color, religion, sex, national origin, veteran status, age, mental or physical ability.

The Company does not maintain segregated facilities for any of its employees on the basis of race, religion, color, national origin, because of habit, local custom, or otherwise.

By signing this form, the Company attests that it complies with all statements listed above as part of the Company's commitment to equal employment opportunity practices. The Company further agrees that it has completed the attached Workforce Profile Sheet truthfully, to the best of its knowledge.

Company Name

Company Address

Signature of Company Official

Name / Title

Telephone Number & Fax Number

Email Address

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 another individual who submits (voluntarily or under duress) 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:

D R A F T

- ⇒ 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 safe and disciplined workplace, 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 that of the company/organization.

DRAFT

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.

Illinois Department of Human Rights
(217) 785-5100 – Springfield
(217) 785-5125 – TDD Springfield
(312) 814-6200 – Chicago
(312) 263-1579 – TDD Chicago

Illinois Human Rights Commission
(217) 785-4350 – Springfield
(217) 785-5125 – TDD Springfield
(312) 814-6269 – Chicago
(312) 814-4760 – TDD Chicago

U.S. Equal Employment Opportunity Commission
(312) 353-2613 – Chicago District Office
(800) 669-4000 – Toll Free Within State of Illinois
(800) 669-6820 – TDD Chicago

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.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
				-			-		

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



ILLINOIS DRUG FREE WORKPLACE CERTIFICATION

The undersigned Contractor/Vendor hereby certifies that it will comply with all provisions of the Illinois Drug Free Workplace Act of 1991.

Dated this _____ day of _____, 20 _____

Contractor/Vendor

By: _____



SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

Project Name: _____

Location: _____

The Substance Abuse Prevention on Public Works Act Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Contractor and by employees of all approved Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place, for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date



CERTIFICATION OF SAFETY COMPLIANCE

The undersigned Contractor/Vendor hereby certify that they and their sub-contractors will comply with any and all prevailing occupational safety and health standards including, but not limited to the following: hazard communication, hearing conservation, respirator use, permit required confined space entry, scaffolding, personal protective equipment, ladder usage, ventilation, flammable and combustible liquids handling and storage and lockout/tagout. Such compliance may include a training component or require a written program of compliance.

Dated this day of _____, 20 ____.

CONTRACTOR/VENDOR: _____

By: _____

ATTACHMENT A.6
INSURANCE REQUIREMENTS
ROUTINE CONSTRUCTION, MAINTENANCE AND REPAIR PROJECTS

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 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.

ATTACHED TO AND FORMING PART OF POLICY NUMBER	*EFFECTIVE DATE OF ENDORSEMENT	*ISSUED TO
--	-----------------------------------	------------

This endorsement changes the policy. Please read it carefully.

AUTOMATIC ADDITIONAL INSUREDS

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

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

By: _____
Signature

Title

SURETY

Surety Name

By: _____
Attorney-in-Fact

Resident Agent

ATTEST:

Corporate Secretary (Corporations only)

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

SURETY

Contractor Firm Name:

By: _____
Signature

By: _____
Attorney-in-Fact

Title

Resident Agent

ATTEST:

Corporate Secretary (Corporations only)

DATE _____

I, _____
(Name of Signatory Party) (Title]

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____ ; that during the payroll period commencing on the
_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will
be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages
earned by any person, other than permissible deductions authorized by law.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete;
that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates mandated by the
Illinois Prevailing Wage Act and that the classifications set forth therein for each laborer or mechanic conform with the work performed.

REMARKS:	
NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 5 (820 ILCS 130/5) OF THE PREVAILING WAGE ACT OF THE STATE OF ILLINOIS.	

PEORIA PARK DISTRICT
Weekly Workforce Report
Instructions

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.

**THE PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA, ILLINOIS
ROOFING CONTRACTOR MATERIALS AND WORKMANSHIP GUARANTEE**

WHEREAS (Contractor Name) _____ of (Complete address) _____
_____ herein called "Contractor" has completed application of the following roof for:
Owner: PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA, ILLINOIS
Address of Owner: 2218 NORTH PROSPECT ROAD PEORIA, ILLINOIS 61603
Name and address of Building: _____
Roof Identification: _____
Total Square Footage: _____ Completion Date: _____ **Expiration Date:** (5 Years from Completion Date) _____

WHEREAS, at the inception of such work, Contractor agreed to guarantee the aforesaid roof for a five-year period and subject to the conditions herein set forth:

NOW, THEREFORE, Contractor hereby Guarantees, subject to the conditions herein set forth, that during the guarantee effective period which is referenced above as the "Guarantee Expiration date" of said roof, it will, at its own cost and expense, make or cause to be made such repairs to said roof resulting solely from faults or defects in materials or workmanship applied by or through Contractor as may be necessary to maintain said roof in watertight condition.

This guarantee is made subject to the following conditions:

1. Specifically excluded from this guarantee is any and all damage to said roof, the building or contents caused by the acts or omissions of other trades or contractors; lightning, windstorm, winds of gusts speeds of 55 mph or higher measured at 10 meters above ground, hailstorm, flood, earthquake or other unusual phenomena of the elements; foundation or structural settlement; failure, movement, cracking or excess deflection of the roof deck; defects or failure of material used as a roof base over which the roof is applied, faulty construction of parapet walls, copings, chimneys, skylights, vents, supports, or other parts of the building; vapor condensation beneath the roof; penetrations for pitch boxes, erosion, cracking and porosity of mortar and brick; dry rot; stoppage of roof drains and gutters; penetration of the roof from beneath by rising fasteners of any type; inadequate drainage, slope, or other conditions beyond the control of Contractor which cause ponding or standing of water; termites or other insects; rodents or other animals, fire or harmful chemicals, oils, acids and the like that come in contact with the roofing system and cause a leak or otherwise damage the roof system. If the roof is damaged by reason of any of the foregoing, this Agreement shall thereupon become null and void for the remaining balance of the five-year indemnification Period, but all terms and conditions of the Agreement shall remain in full force and effect for the time period and events occurring prior thereto. This Agreement shall become null and void if the roof is used as a promenade or work deck or is sprayed or flooded, unless such use was originally specified by the Purchaser/Owner and the specifications was reduced to writing and received by Garland.
2. This guarantee shall become null and void unless the Contractor is promptly notified in writing of any alleged defect in materials or workmanship and provided an opportunity to inspect and, if required by the terms of the Guarantee, to repair the roof.
3. No work shall be done on said roof, including, but without limitation, work in connection with flues, vents, drains, sign braces, railings, platforms or other equipment fastened to or set on the roof, and no repairs or alterations shall be made to said roof, unless Contractor shall first be notified in writing, shall be given the opportunity to make the necessary roofing applications recommendations with respect thereto, and such recommendations are complied with. In addition, no work shall be done on said roof, including the above-mentioned inclusions, unless The Garland Company, Inc., Cleveland, Ohio offices, shall first be notified, given the opportunity to inspect the roof and the opportunity to make necessary installation and application recommendations to be complied with by Contractor. Failure to observe these conditions shall render this guarantee null and void.
4. This guarantee shall become null and void if the roof is used as a promenade or work deck or is sprayed or flooded, unless such use was originally specified and the specifications are noted in paragraph 9, below.
5. This guarantee shall not be or become effective unless and until Contractor has been paid in full for said roof in accordance with the agreement pursuant to which such roof was applied.
6. This guarantee shall accrue only to the benefit of the original Owner named above. It is not transferable to any other person, except with the prior written consent of Contractor.
7. Contractor must inspect the roof with a representative from The Garland Company, Inc. present, once per year during the anniversary month of completion and three (3) months prior to the expiration of the written guarantee. Failure to adhere to this paragraph will extend the guarantee period as set forth herein until said joint inspection takes place. During this extended time period Contractor's guarantee will remain in full force and effect.
8. This guarantee is in lieu of all other guarantees or warranties, express or implied. ALL IMPLIED GUARANTEES AND WARRANTIES, AND SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

9. Additional conditions or exclusions: _____
IN WITNESS WHEREOF, this instrument has been duly executed this _____ day of _____, 20_____
By: _____