

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

June 12, 2012

Request for Quotes

Forest Park Nature Center Window Replacement

This quote shall include all labor, materials and equipment required to remove and replace the north triangular window assembly, as specified in the following description. Work must conform to all applicable local, state and national building codes. Please note that prevailing wage, including fringe benefits must be paid for each craft or type of worker needed to complete this project as required by the State of Illinois Department of Labor. Forest Park Nature Center is located at 5809 Forest Park Drive, Peoria Heights, IL.

General Description and Scope of Work:

The intent of this project is to replace the north window assembly at Forest Park Nature Center. New glass must be clear, 1" insulating glass made with ¼" clear annealed plate glass. The existing frame and trim shall be reused. It may be necessary to rout the wood in order to widen the space where the glass will sit. Contractor shall field verify all dimensions, quantities and field conditions for this project. The building and the surrounding site shall be left in good condition, equal to, or better than the site at the project's commencement.

- A. Attachments: A-1 Proposed installation of new glass.
- B. Submittals: Complete product list of all materials to be used on this project.
- C. Schedule:

The work at the site must be coordinated with Nature Center staff to ensure that programming will not be interrupted. Notification of Award of Quote shall occur on or before Friday, July 6, 2012. This work is scheduled to begin as early as July 5, 2012 and shall be completed on or before Friday, August 31, 2012.

D. Execution:

Contractor shall remove and legally dispose of all waste materials from site. Contractor shall be careful to not leave any glass fragments on the ground or at the site. The Nature Center receives heavy use in the summertime, so extreme caution shall be taken while working in and passing through public areas.

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	,-			RYAN

A Pre-Quote Meeting will be held at the site on Tuesday, June 19, 2012 at 1:30 p.m. All quotes to be considered shall be submitted on or before June 26, 2012 at 2:00 p.m. Quotes shall be sent to my attention at the Planning, Design and Construction Division, 1314 N. Park Road, Peoria, IL 61604. Quotes can also be emailed to <u>mharden@peoriaparks.org</u> or faxed to 686-3383. Notification of Award of Quote shall occur on or before Friday, July 6, 2012.

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.
- 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:

- 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.
- 2. Bonding Requirements For all quotes in excess of \$5,000.00, a Performance Bond and a Labor and 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:

- 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.
- Weekly Workforce Reports Contractor shall submit completed Weekly Workforce Reports (form attached) for each week until project is complete. Submit on provided forms.

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

Sincerely,

Mary Harden Planner

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Ti	rustee	Trustee	Trustee	



QUOTE FORM

PEORIA PARK DISTRICT FOREST PARK NATURE CENTER WINDOW REPLACEMENT

ITEM	TOTAL COST
Base Quote- Removal and replacement of the glass in the north window	\$
at Forest Park Nature Center.	

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 Num	ber	
Signature	Title	D	ate

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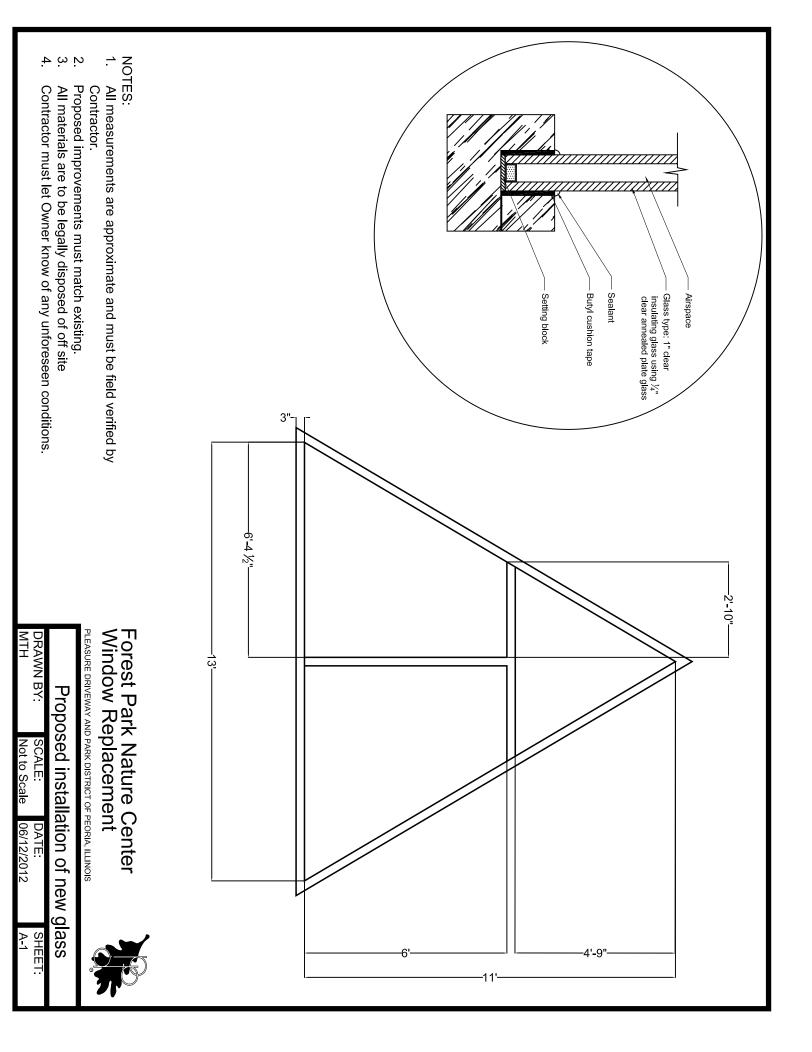
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Trustee	Trus	tee T	rustee





Office Use Only: Approved: _____ Date: _____

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, sign, and notarize 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 "state certified" 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

SUBSCRIBED and sworn to before me this _____ day of _____, 20____.

Company Address

NOTARY PUBLIC

Signature of Company Official

Note: Notary Seal Required.

Title

Telephone Number & Fax Number

WORK FORCE PROFILE - FULL TIME ONLY

Job Classifications	Tota Emplo		Blac	:k	Hispa	anic	Nativ Americ		Asia	an	Vete	eran	Disat	oled
	М	F	М	F	М	F	М	F	М	F	М	F	М	F
1. Officials, Managers, Supervisors														
2. Professionals														
3. Technicians														
4. Sales														
5. Office/Clerical														
6. White Collar Trainees:														
7. Skilled Crafts:														
8. Apprentices:														
9. On-the-job Trainees:														
10. Semi-skilled														
11. Service Workers														
12. Unskilled			Ī											
TOTALS			Ī											
	•		•	1			•		1	1				

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.

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

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 individual ᠲ wits (voluntarily or under -nces or sexual favors. it) ordel to receiv Another example is where an ivià nwelcome/ ual conduc n el ployment opportunity. must si Other conduct commonly con ⊧reď be sexu a ment inc/ aco.

 \Rightarrow 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.

- \Rightarrow Non-Verbal: Suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking" or "kissing" noises.
- \Rightarrow Visual: Posters, signs, pin-ups, slogans of a sexual nature.
- \Rightarrow 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:

Sexual Harassment Model Policy Statement Page 2

- \Rightarrow "That's an attractive dress you have on."
- \Rightarrow "That's an attractive dress. It really looks good on you."
- \Rightarrow "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 com	ny rganizati	sponsibility / maintain a	tami vel vel	d discipline, or on the
supervisor acting as an agent of	e com ny/org	zat). As such pervisors	r st /ict quickly	d responsibly, not only to
minimize their own liability, but a	o that / the cou	Ta Vorganizati		
J				l

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.

page 2.	Name		
u	Business name, if different from above		
or type uction:	Check appropriate box: Individual/ Sole proprietor Corporation Partnership Other	•	Exempt from backup withholding
Print or type c Instructions	Address (number, street, and apt. or suite no.)	Requester's name and add	ress (optional)
P Specific	City, state, and ZIP code		
See	List account number(s) here (optional)		
Part	Taxpayer Identification Number (TIN)		

Enter your TIN in the appropriate box. 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 2. For other entities, it is your employer identification number (EIN). If you do not have a number,	Social security number
see How to get a TIN on page 2.	0I
Note: If the account is in more than one name, see the chart on page 2 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. person (including a U.S. resident alien).

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 2.)

Sign	Signature of
Here	U.S. person 🕨

Purpose of Form

A person who is required to file an information return with the IRS must get 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 give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

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. What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include 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, or

2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

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

Date 🕨

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 on page 2 and the separate **Instructions for the Requester of Form W-9**.

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 social security card. 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 enter in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business 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" line.

Exempt from backup withholding. If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9.

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

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

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 an LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN. Note: See the chart on this page 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. Get 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 get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

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: Writing "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 items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt from backup withholding* above.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

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 or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

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Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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)	The grantor-trustee ¹
	 So-called trust account that is not a legal or valid trust under state law 	The actual owner ¹
5.	Sole proprietorship	The owner ³
For	this type of account:	Give name and EIN of:
	Sole proprietorship	The owner ³
6.	Sole proprietorship A valid trust, estate, or pension trust	The owner ³ Legal entity ⁴
6. 7. 8.	A valid trust, estate, or pension trust Corporate	Legal entity ⁴ The corporation
6. 7. 8.	A valid trust, estate, or pension trust	Legal entity ⁴
6. 7. 8. 9.	A valid trust, estate, or pension trust Corporate Association, club, religious, charitable, educational, or other tax-exempt	Legal entity ⁴ The corporation
6. 7. 8. 9.	A valid trust, estate, or pension trust Corporate Association, club, religious, charitable, educational, or other tax-exempt organization	Legal entity ⁴ The corporation The organization

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, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal 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.)

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.



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

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

Date

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 I 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.

|--|

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.
- "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

LABOR & MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS:

That:		
as Principal, and		
	as Surety, are held and firmly bound unto CORIA, ILLINOIS, as Obligee, for the use and ben	
	Dollars (\$	
the payment whereof Principal and Surety jointly and severally, firmly by these pres	v bind themselves, their heirs, executors, administra	tors, successors and assigns,
jointy and severally, mining by these pres		
WHEREAS, Principal has by writt	en agreement dated	, 20 ,

entered into a Contract with Obligee for _	•
C –	

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
<u>CONTRACTOR</u>	<u>SURETY</u>
Contractor Firm Name:	
By:Signature	By: Attorney-in-Fact
Title	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
corporation of the State of	OF PEORIA, PEORIA, ILLINOIS, as Obligee, in the amount
of	
for the payment whereof Principal and Surety bind themselves assigns, jointly and severally, firmly by these presents.	, their heirs, executors, administrators, successors and

WHEREAS, Principal has by written agreement dated	l, 2	.0
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

SURETY

Contractor Firm Name

By: _____

Signature

Title

ATTEST:

Corporate Secretary (Corporations only)

Surety Name

By:_____ Attorney-in-Fact

Resident Agent

CERTIFIED PAYROLL FORM

(Contractor May Use Own Form)

OR SUBCONTRACTOR \square

ADDRESS

PAYROLL NO.	FOR WEEK ENDING					PF	ROJECT AND LO	CATION					PROJECT OR CO	ONTRACT NO.
NAME, ADDRESS, TELEPHONE NUMBER AND SOCIAL SECURITY NUMBER	WORK	DAY DATE					TOTAL	RATE	GROSS		DEDUCTIONS		TOTAL	NET WAGES
OF EMPLOYEE	CLASSIFICATION	DATE	HOUR	S WORKEI	D EACH [DAY	HOURS	OF PAY	EARNED	FICA	TAX	OTHER	DEDUCTIONS	
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		ST.												
		O.T.												
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	<u></u>	
(Name of Signatory F	Party)	(Title)]
lo hereby state:		
(1) That I pay or supervise	e the payment of the persons employed	d by
		on
	(Contractor of Subcontractor)	
	; tha	at during the payroll period commencing on the
		at during the payroll period commencing on the day of,
day of	,, and ending the	
day of all persons employed on said proje	,, and ending the	day of,,
day of all persons employed on said proje	,, and ending the	day of,,
day of all persons employed on said proje	,, and ending the ect have been paid the full weekly wage y to or on behalf of said	day of,,
day of all persons employed on said proje be made either directly or indirectly	,, and ending the ect have been paid the full weekly wage y to or on behalf of said	day of,,
day of all persons employed on said proje be made either directly or indirectly	,, and ending the ect have been paid the full weekly wage y to or on behalf of said (Contractor or Subcontractor)	day of,,

DATE___

(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 <u>not</u> report employees that are <u>not</u> 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)
-------------------------	-----------------------------

Date:_____ Week Ending: _____

Contractor/Subcontractor Name:______ Project: ______ Project: ______

Trade & Hour Breakdown:

TRADE	FEMALE HOURS	CAUCASIAN HOURS	AFRICAN- AMERICAN HOURS	HISPANIC, HOURS	NATIVE AMERICAN HOURS	ASIAN, PAC. ISLANDER, OTHER HOURS	TOTAL HOURS

New Hires by Race & Gender

TRADE	CAUCASIAN	AFRICAN- AMERICAN	HISPANIC	NATIVE AMERICAN	ASIAN,PACIFIC ISLANDER, OTHER	MALE	FEMALE

Total Project Employee Breakdown

	CAUCASIAN	AFRICAN- AMERICAN	HISPANIC	NATIVE AMERICAN	ASIAN,PACIFIC ISLANDER, OTHER	MALE	FEMALE