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TO BE EXECUTED IN DUPLICATE

BOOK 1:

PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND EXECUTION  
DOCUMENTS

CONTRACT NO. C1544

DOUGLAS PARK TURF FIELD  
1401 SOUTH SACRAMENTO DRIVE  
SITE DEVELOPMENT  
PROJECT #11180

PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Rahm Emanuel  
Chairman

Erin Lavin Cabonargi  
Executive Director

Room 200  
Richard J. Daley Center  
50 West Washington Street  
Chicago, Illinois 60602  
312-744-3090  
[www.pbcchicago.com](http://www.pbcchicago.com)

*Any Contract entered into as a result of this bid process is governed by: Book 1 "Project Information, Instructions To Bidders, and Execution Documents;" Book 2 "Standard Terms and Conditions for Construction Contracts With Community Hiring Requirements" Book 2A "Standard Terms and Conditions Procedures Manual;" and Book 3 "Technical Specifications" and the Drawings.*

ISSUED FOR BID ON JUNE 4, 2012

MARCH 2011 REV1.0

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- 1. Illinois Department of Labor Prevailing Rates of Hourly Wages For Cook County**
- 2. Insurance Requirements**
- 3. Community Area Map**

# PUBLIC BUILDING COMMISSION OF CHICAGO

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## DOUGLAS PARK ARTIFICIAL TURF FIELD

### I. INTRODUCTION

Thank you for your interest in bidding on this project, which is being undertaken by the Public Building Commission of Chicago. The Public Building Commission of Chicago (hereafter, the PBC, or Commission) is a municipal corporation with a statutory mandate to procure and award contracts for the construction of public buildings in the City of Chicago, and to oversee the construction of those public buildings until they are turned over to the user agency that will own and operate each new facility.

This is the first page of text of Book 1, which along with Book 2, Book 2A, Book 3, and the project drawings, comprise the PBC's construction contract. The balance of this Book 1 provides a brief description of the project, instructions for completing and submitting your bid, the bid pages, and the forms which must accompany your bid. Book 2 is the Standard Terms and Conditions of the contract. Book 2A is the Standard Terms and Conditions Procedures Manual. Book 3 is the Technical Specifications for the work to be performed on this project. The PBC's architect or engineer for the project will provide the drawings and other documents that may be necessary for you to bid on and/or perform the work. Each of the Books, along with the drawings and any other documents prepared by the PBC, its architect or engineer, are Contract Documents. Collectively, the Contract Documents comprise the Contract. The Contract Documents are defined in Section 1 of Book 2, Standard Terms and Conditions.

### II. PROJECT INFORMATION

#### A. General Information

1. Bids will be received by the Public Building Commission of Chicago for the following Project in accordance with the Contract Documents set forth below:

**DOUGLAS PARK TURF FIELD  
1401 SOUTH SACRAMENTO DRIVE  
SITE DEVELOPMENT  
PROJECT #11180**

**Bidders must be pre-qualified by the PBC to bid on this Project.**

2. General Description of Scope of Work:
  - a. As further described in the detailed specifications and drawings, a new artificial turf field includes a playground, benches, site lighting, site utilities, fencing and drainage.
  - b. This description of Work is intended to be general in nature and is neither a complete description nor a limitation of the Work to be performed.
3. Construction Budget: \$1,300,000.00 (excluding Allowances and Commission's Contingency Funds).
4. User Agency: Chicago Public Schools
5. Project is located in Ward: 24<sup>th</sup> Michael Chandler, Alderman
6. For purposes of the project community hiring requirement "Residents of the project community" shall mean persons domiciled within the North Lawndale and East Garfield Park Community Areas as designated on Exhibit# 3 Community Area Map.
7. Requests for Information: send to Public Building Commission of Chicago, Attn: Janice Meeks, Manager of Procurement by (email) [janicemeeks@cityofchicago.org](mailto:janicemeeks@cityofchicago.org) or (fax) 312-744-3572

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8. Contract Documents Available at: BHFx Digital Imaging, 19 South Wabash Ave., Chicago, IL 60603, 312-782-2226
9. Online Contract Documents Available at:  
<http://planroom.bhfx.net/pnonline/viewdetails.asp?a=details&prid=7707>
10. Pre-Bid Meeting Date, Time, and Location: **Monday, June 11, 2012** at 10:00AM in the 2<sup>nd</sup> Floor Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602
11. **\*Mandatory Technical Review Meeting** for invited Pre-qualified Bidders: **Monday, June 11, 2012 at 11:00AM**, in the 2<sup>nd</sup> Floor Board Room. An authorized representative of each prequalified bidder must be present and must sign the Technical Review Meeting attendance sheet no later than 15 minutes after the scheduled start of the meeting. Prequalified firms that do not sign-in by 11:15AM will not be permitted to bid.  
  
**\*NOTE:** Only Pre-qualified Bidders who attend the Technical Review will be eligible to bid.
12. Bid Opening Date and Time: **Tuesday, June 26, 2012 at 11:00AM**
13. Amount of Bid Deposit: **5% amount of bid**
14. Amount of Commission's Contingency Fund: **\$43,000.00**
15. Document Deposit: **N/A**
16. Cost for Additional Documents (per set): **At the Contractor's own expense.**
17. MBE/WBE Contract Goals: **24% MBE and 4% WBE**
18. Source of Funding: **City of Chicago**

### B. Time of Completion

Substantial Completion of the Work must be achieved not later than **November 7, 2012**.

### C. Commission's Contingency Fund

1. The Commission's Contingency Fund for this project is: \$43,000.00
2. The Commission has established this Contingency Fund for the exclusive use of the Commission, at the Commission's sole discretion. The Commission's Contingency Fund sum shall be included as an allowance in the Base Bid. In the event that any or all of the Contingency Fund remains unused at the completion of the Work, the Commission will issue a deductive Change Order so that any such unused portion of the Contingency Fund shall remain with the PBC.

### D. Copies of Drawings and Specifications Furnished

The Commission will furnish to the Contractor one (1) hard copy set of Drawings and Specifications for the execution of the Work. The Contractor is responsible for obtaining additional copies at its own cost.

### E. Liquidated Damages

1. The Contractor agrees that the Work must be executed regularly and diligently to ensure completion within the time specified in Paragraph B above. The Contractor and the Commission understand and agree that the time for the completion of the Work described herein is reasonable time. If the Contractor neglects, fails or refuses to complete the Work within the time specified, or any proper extension granted by the Commission, then the Contractor and its surety do hereby agree to pay to the Commission the amount of:

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Substantial Completion of Project	\$1,500.00 per Day
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not as a penalty but as liquidated damages for the breach of contract occurring each and every Day that the Contractor after the time stipulated in the Contract for completing the Work.

2. The Commission may recover liquidated damages by deducting the amount out of any monies due or that may become due the Contractor. Liquidated damages, if any, will be calculated on completion of the Work and submission of the Contractor's final pay request.
3. Substantial Completion of the Work is defined in Book 2, Section 1.01.30.

**F. Prevailing Wage Rates**

1. Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. Prevailing wage rates in effect at the time of issuance of these Contract Documents are attached to Book 1 as Exhibit 1. One resource for determining the current prevailing wage rate is the Internet site [www.state.il.us/agency/idol/CM/countym.htm](http://www.state.il.us/agency/idol/CM/countym.htm) maintained by the State of Illinois Department of labor.

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### III. INSTRUCTIONS FOR BIDDERS

#### A. Examination of Documents By Bidder

The Bidder shall, before submitting its bid, carefully examine all Contract Documents, including but not limited to, the Project Information, Instructions to Bidders, and Execution Documents (Book 1); Standard Terms and Conditions (Book 2); Standard Terms and Conditions Procedures Manual (Book 2A) Technical Specifications (Book 3); plans; drawings; Addenda (if any); and bonds. The Bidder will be responsible for all errors in its bid resulting from failure or neglect to comply with these instructions.

#### B. Interpretations of Addenda

The Commission will not furnish oral interpretations of Contract Documents, before or subsequent to the award of a contract. If an interpretation is desired by a prospective Bidder, the interpretation should be requested in a letter addressed to the PBC, attn: Janice Meeks, Manager of Procurement by email [janicemeeks@cityofchicago.org](mailto:janicemeeks@cityofchicago.org); or by fax 312-744-3572. Every interpretation or revision will be in the form of an addendum to the Contract Documents and, when issued, will be on file in the office of the Commission. Although all addenda will be faxed, e-mailed, or mailed to each Bidder obtaining Contract Documents, it shall be the Bidder's responsibility to inquire as to the addenda issued. All such addenda shall become part of the Contract and attached thereto. The Bidder's failure to acknowledge in writing any issued addenda on the Contractor's Bid page, Section IV. A. (Proposal and Execution Documents- Contractor's Bid), shall result in the Commission finding the bid non-responsive and rejecting the bid. The Commission shall not allow any Bidder to acknowledge any such addenda, in writing or orally, after Bidder has submitted its bid to the Commission.

#### C. Inspection of Site

Bidder shall inspect the Site to become familiar with the conditions relating to the Work to be performed, the facilities involved, and the difficulties and restrictions attending the performance of this Contract. Failure of the Bidder to visit the Site shall not relieve or alter the Bidder's responsibility for completing the Work as required by the Contract Documents.

#### D. Pre-Qualification of Bidders

1. Unless otherwise indicated in Part II "Project Information," the Commission has previously issued Request for Qualifications (RFQ) to approve the qualifications of firms to perform work on the Project. Responses to the RFQ were evaluated by the Commission on the basis of the criteria set forth in the RFQ. Notice of pre-qualification has been provided by the Commission to all firms "pre-qualified," and only firms that have received notification of pre-qualification are eligible to bid on this Contract. Pre-qualified firms are eligible to bid either as the entity that was pre-qualified or as a joint venture with another firm, provided that the pre-qualified firm has a controlling interest in the joint venture.
2. The Commission reserves the right to take such steps as it deems necessary to determine the continuing qualifications of the Bidder to adequately perform the requirements of the Contract, and the Bidder shall furnish to the Commission all information and data requested for this purpose. Failure of the Bidder to cooperate with the Commission in its investigation or submit any additional documents requested by the Commission shall be grounds for disqualification.

#### E. Evidence of Continuing Qualifications of Bidder

1. The Commission reserves the right to refuse to award a Contract to any person, firm, or corporation that is in arrears or is in default to the Commission upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Commission, or had failed to perform faithfully any previous contract with the Commission, or any of the User Agencies on whose behalf the PBC constructs public buildings.

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2. The Bidder, if requested, must present within a reasonable time, as determined by the Commission, evidence satisfactory to the Commission of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and Contract Documents.

### F. Preparation of Bid

1. Two (2) copies of Project Information, Instructions, and Execution Documents (Book 1) shall be prepared with original signatures and notarizations wherever required.
2. All bids must be prepared on forms supplied by the Commission and shall be subject to all requirements of the Contract Documents. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, should be correctly filled in. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made by the Bidder.
3. The Bidder's name, address, telephone and fax number should be clearly written on the front cover of each of the copies of Book 1 submitted.
4. When required by the Contract Documents, the Bidder may attach supporting documentation or additional information to the back of the form to which it refers.
5. The Commission may consider as irregular, and at its option reject, any bid on which there is an alteration of or departure from the bid form hereto attached.
6. The Bid Documents shall include the following:
  - a. Contractor's Bid Form
  - b. Bid Guarantee
  - c. Basis of Award (Award Criteria)
  - d. Unit Prices
  - e. Affidavit of Non-collusion
  - f. Schedule B – Joint Venture Affidavit with supporting documentation (if applicable)
  - g. Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
  - h. Schedule E – Request for Waiver from MBE/WBE Participation (if applicable)
  - i. Affidavit of Uncompleted Work
8. The apparent low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days after bid opening.



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**G. Bid Deposit:**

1. The Bid must be accompanied by a "Bid Deposit" in the amount set forth in Part II.A. "General Project Information" to ensure:
  - a. Non-withdrawal of the bid after date and time of opening.
  - b. The furnishing of the Performance and Payment Bond and evidence of the required insurance coverage by the successful Bidder as required by the Contract Documents.
2. The guarantee shall be made by bid bond, certified check or cashier's check payable to the order of the Public Building Commission of Chicago. No bid will be considered unless it is accompanied by the required guarantee. Cash deposits will not be accepted.
3. The bid bonds, certified checks, or cashier's checks of unsuccessful Bidders will be returned as soon as practicable after the opening of the bids; however, the deposits of the three (3) lowest Bidders shall be retained until the Commission awards the Contract to one of them, or for any reason rejects all bids.

**H. Bidder's Execution of Bid**

1. The Bidder must execute the Bid in two (2) original counterparts.
2. Bids must be submitted with original signatures in the space provided on the appropriate Part IV.B. "Acceptance of the Bid." Bids not properly signed shall be rejected.
3. If Bidder is a corporation, the President and Secretary must execute the bid. In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for said corporation.
4. If Bidder is a partnership, all partners must execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Commission must be submitted.
5. If Bidder is a sole proprietorship, the sole proprietor must execute the bid.
6. A "Partnership," "Joint Venture," or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (1992).

**I. Affidavit of Non-Collusion**

Each Bidder shall fully execute an affidavit, in the form provided, to the effect that the Bidder has not colluded with any other person, firm, or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid.

**J. MBE and WBE Commitments**

Each Bidder, which is a MBE/Non-MBE joint venture, shall submit with its Bid a completed Schedule D- Affidavit of General Contractor regarding MWBE Participation and Schedule B- Affidavit of Joint Venture (if applicable) as found in Book 2 Section 23.05a (2, 3, 4) describing the extent to which Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms will participate in the Contract:

The apparent low bidder must provide complete Schedule C- Letter of Intent from MWBE to Perform as a Subcontractor, Subconsultant, or Material Supplier, including current certification letter for each MBE and WBE firm included in its bid, within 5 Days of the date set for bid opening.

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### K. Local Business Subcontracting Participation and Community Hiring

In order to ensure that local businesses that provide subcontracting work to general contractors on Commission projects and residents of the project communities are provided with the opportunity to benefit from Commission contracts, the Commission requires the following:

#### 1. Local Subcontracting Requirement

- a. General contractors that are Local Businesses (as defined below) are required to award 25% of the Work under their contract with the Commission to subcontractors that are Local Businesses.
- b. General contractors that are not Local Businesses are required to award 35% of the Work under their contract with the Commission to subcontractors that are Local Businesses.
- c. A Local Business is one that: 1) owns or leases a functioning business office and/or operations facilities within the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 2) is registered and licensed to do business in the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 3) employs City of Chicago residents (for City-funded projects) or Cook County residents (for Non-City-funded projects); and 4) is subject to City of Chicago taxes (for City-funded projects) or Cook County taxes (for Non-City-funded projects). In the event that the Commission performs a project for a unit of local government that operates in multiple municipalities, such as the Metropolitan Water Reclamation District, "Local Business" shall be defined in the bid documents for that project. The source of funding for the project is identified in Section II.A.18 above.

#### 2. Community Residents Requirements. At least 7.5% of the project labor must be performed by residents of the Project Community as defined in the Contract documents.

- a. Two-thirds of the 7.5% (or 5%) of the aggregate hours of Work to be performed by Contractor and Subcontractors under this Contract may be complied with through new hires or current employees of the Contractor who are construction trade workers and residents of the Project Community.
- b. One-third of the 7.5% (or 2.5%) of the aggregate hours of Work to be performed by the Contractor and Subcontractors under this Contract must be new hires who are residents of the Project Community and may be comprised of construction trade workers or jobsite support positions, including, but not limited to, security, data entry clerks, schedulers, traffic monitoring personnel, field engineer, superintendent, project manager and site administrative support staff.

### L. Affidavit of Uncompleted Work

The Bidder is required to submit a fully executed Affidavit of Uncompleted Work, which declares, among other things, the value and estimated completion date of all uncompleted contracts to be completed with Bidder's own forces and to be subcontracted to others. Such affidavit shall be attached to the bid on the form provided.

### M. Disclosure of Retained Parties

The apparent low Bidder shall submit a fully-executed Disclosure of Retained Parties pursuant to the instructions on the document within five (5) days of receipt of notice to provide such Disclosure.

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**N. Submission of Bid**

1. Two (2) copies of all bid documents with original signatures shall be enclosed in two (2) envelopes each (outer and inner), both of which shall be sealed and clearly labeled with "BID DOCUMENTS," the Contract number, name of Bidder, and date and time of opening.
2. Bids received prior to the advertised hour of opening will be securely kept by the Commission.
3. Written modifications of bids will be considered only if received prior to the time stated for receipt of Proposals. Such modifications must be submitted in a sealed envelope and marked in the same manner as a bid. IN ADDITION, the envelope must state "BID MODIFICATIONS TO SEALED PROPOSAL" on the lower left-hand corner of the envelope in which the bid modification is enclosed, so that the modification will be recognized to prevent its being opened prior to scheduled public opening of bids. Telephonic or oral modifications will not be considered. Bidders are cautioned that modifications which are not explicit and which are in any sense subject to misinterpretation shall make the bid so modified or amended subject to rejection.

**O. Withdrawal of Bids before Bid Opening**

Any Bidder may withdraw its bid by letter, facsimile, e-mail request, or by personally securing, with proper identification, the submitted bid proposal at any time prior to the time fixed for opening of bids. A telephonic request to withdraw a bid will not be considered.

**P. Opening of Bids**

At the time and place fixed for the opening of bids, the Commission will cause to be opened and publicly read aloud every bid received within the time set for receiving bids irrespective of any irregularities therein. Bidders and other persons properly interested may be present in person or by representative.

**Q. Evaluation of Bids**

1. The Commission reserves the right to check all calculations and to correct all extensions in case of error in order to determine the correct amount of the Total Base Bid and/or the total amount of any other schedule required.
2. Along with reviewing the calculations of each bid, the Commission will evaluate each Bidder's responsiveness to all Bid requirements and responsibility.
3. The Commission may require that the apparent low bidder and any other bidder submit a breakdown of their bids by CSI Division or other appropriate basis. The Commission may also require the apparent low bidder or any other bidder to attend a pre-award meeting to review their bids in detail.

**R. Basis of Award**

Award will be made to the responsible Bidder submitting the lowest Award Criteria and otherwise responsive to all the requirements of the Contract Documents.

**S. Performance and Payment Bond and Insurance**

1. Each Bidder shall furnish proof of its ability to provide the bonds and insurance required by the Contract with its bid. With respect to the payment and performance bonds, a letter from the Bidder's surety affirming the surety's willingness to provide the Bidder's bonds is sufficient. With

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respect to the insurance, either a letter from the Bidder's insurer, or a certificate showing that the Bidder currently possesses the required coverage, is sufficient.

2. The insurance requirements for this project are as follows: The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. The insurance must remain in effect from: the date of the notice to proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Contractor returns to perform additional work regarding warranties or for any other purpose
  - a) Insurance To Be Provided By the Contractor  
The insurance requirements are attached as Exhibit 2.
3. Upon approval by the Commission to award, and within five (5) days after being given notice, the successful Bidder must execute and deliver to the Commission the Performance and Payment Bond in the form included in the Contract Documents, and evidence of the required insurance coverage.
4. The Performance and Payment Bond shall be in the form provided herein, in the full amount of the Base Contract Price and shall be security for the faithful performance of the Contract and payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, material, facilities or services of any nature, employed or used by it in performing the Work. The current power of attorney for the persons who sign for any surety company shall be attached to such bond. Such power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature will not be accepted by the Commission. The Commission reserves the right to approve the surety company.
5. The failure of the successful Bidder to supply the required Performance and Payment Bond or evidence of the required insurance coverage within five (5) days of notice, or within such extended period as the Commission may grant based upon reasons determined sufficient by the Commission, shall constitute a default and the Commission may either award the Contract to the next lowest responsible bidder or re-advertise for bids. The difference between the amount of its bid and the amount for which a contract for the work is subsequently executed may be charged against the Bidder, irrespective of whether the amount thus due exceeds the amount of the bid security. If a more favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the Commission for a refund. Because of the difficulty of ascertaining the damage caused to the Commission, such sum shall be considered liquidated damages and shall not constitute a penalty. The election by the Commission to grant an extension to the period allowed for the bidder to provide an acceptable performance and payment bond and/or evidence of insurance coverage shall not entitle the bidder to an extension of time required to complete the Work.

### T. Protests

1. The bidder shall submit any protests or claims regarding this solicitation to the office of the Commission's Executive Director. A pre-bid protest must be filed five (5) days before the bid opening date, a pre-award protest must be filed no later than ten (10) days after the bid opening date, and a post-award protest must be filed no later than ten (10) days after the award of the Contract.
2. All protests or claims must set forth the name and address of the protester, the contract number, the grounds for the protest or claim, and the course of action that the protesting party desires that the Executive Director take.

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#### U. Licensing

In addition to all other applicable licenses and certifications, the general contractor is required to submit a copy of its (Class A) General Contractor License issued by the Department of Buildings of the City of Chicago.

#### V. Award Of Contract; Rejection Of Bids

1. The Contract will be awarded to the responsible Bidder submitting the lowest Award Criteria Figure, and otherwise responsive to all the requirements of the Contract Documents.
2. The Bidder agrees that its bid shall be in effect until midnight, Tuesday, July 17, 2012 and that the bid may not be withdrawn until that time.
3. The Bidder to whom the award is made will be notified as soon as practicable after the Commission approves award of the Contract. This written notification constitutes the Notice of Award and acceptance of the bid submitted.
4. If written notice of the acceptance of this Bid is mailed, faxed, e-mailed or otherwise delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.
5. Upon award of Contract, the Commission will process the Contract for final execution.
6. The Commission reserves the right to reject any and all bids and to waive any informality in bids received whenever it determines such rejection or waiver is in its interest.

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**IV. PROPOSAL AND EXECUTION DOCUMENTS**

**A. Contractor's Bid**

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. C1544, including, but not limited to, a) Project Information, Instructions to Bidders, and Execution Documents (Book 1), b) Standard Terms and Conditions (Book 2), and Standard Terms and Conditions Procedures Manual (Book 2A) c), Technical Specifications (Book 3) , d), Plans and Drawings, and e). Addenda Nos. (None unless indicated here)

4 | JUNE 22, 2012

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Further, the Contractor, having inspected the Site and become familiar with the conditions affecting the cost of the Work and with the requirements of the Contract, hereby proposes to furnish all labor, necessary tools, materials and other work necessary to perform and complete in a workmanlike manner the TYPE OF WORK for PROJECT located at the Site designated as required by and in strict accordance with the Contract Documents for Total Base Bid indicated on the next page. The Total Base Bid as accepted by the Commission and awarded to the Contractor shall be the Contract Price listed on the next page.

The agreement between the parties includes not only this instrument, but also the remaining Contract Documents as described in the Standard Terms and Conditions, and all of which shall be binding on the parties hereto.

Time is of the essence of this Contract. The Contractor agrees that it will commence the performance of the Work on the date set forth in the Notice to Proceed issued by the Commission and that it will complete the Work within the time set forth in Part II "Project Information."

The Contract Price, as adjusted from time to time pursuant to the Contract Documents, shall be full compensation to the Contractor for having well and faithfully completed the Work, free and clear of all claims, liens, and charges whatsoever, of any kind or nature, and in full compliance with the Contract.

Payment for the Work will be made in the manner set forth in Book 2 the Standard Terms and Conditions.

The Contractor warrants that it has not employed any person to solicit or secure this Contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Commission the right to terminate the Contract, or, at its discretion, to deduct from the Contract Price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to any commission payable by the Contractor upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

The Contractor, being duly sworn, deposes and says on oath that no disclosures of ownership interests have been withheld; the information provided therein to the best of its knowledge is current; and the undersigned proposes to furnish the insurance and the Performance and Payment Bond required by the Contract Documents.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.C1544

DOUGLAS PARK ARTIFICIAL TURF FIELD

BID FORM

ITEM	AMOUNT
WORK	\$1,293,650.00
SITE WORK ALLOWANCE	\$65,000.00
COMMISSION'S CONTINGENCY FUND	\$43,000.00
<b>TOTAL BASE BID</b>	\$ 1,401,650.00
<b>AWARD CRITERIA FIGURE</b> <small>(See Section V. Proposal Support Document, line 15 of Award Criteria Figure)</small>	1,361,142.32 gm \$ <del>1,401,649.98</del>

**SURETY:** Please specify full legal name and address of Surety:

North American Specialty Insurance Co.

650 Elm Street

Manchester, NH 03101

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.C1544

**DOUGLAS PARK ARTIFICIAL TURF FIELD**

**SITE WORK ALLOWANCE**

Item No.	Description of Work	Unit(s)	Unit Price
1	Loading, transportation and disposal of stockpiled contaminated soil	Tons	\$35.00
2	Loading, Transportation and disposal of stockpiled soil incremental cost from CCDD to Subtitle D	Tons	\$12.00
3	Excavation, loading, transportation and disposal of contaminated soil	Tons	\$45.00
4	Loading, transportation and disposal of stockpiled clean construction or demolition debris and uncontaminated soil	Tons	\$25.00
5	Excavation, loading, transportation and disposal of in-place clean construction or demolition debris and uncontaminated soil	Tons	\$35.00
6	Load, place and compact on-site fill material from stockpile	Cubic Yards	\$7.00
7	Excavate, load, place and compact on-site fill material	Cubic Yards	\$11.00
8	Demolition, removal, transportation and disposal of underground concrete footings and remnants.	Cubic Yards	\$30.00
9	UST Removal (Tank < 2000 gal capacity)	Each	\$3,000.00
10	UST Removal (Tank 3,000-5,500 gal capacity)	Each	\$5,000.00
11	UST Removal (Tank 6,000-10,000 gal capacity)	Each	\$8,000.00
12	UST Removal (Tank > 10,000-15,000 gal capacity)	Each	\$9,000.00
13	UST Removal (Tank > 15,000 gal capacity)	Each	\$12,000.00
14	UST tank sludge removal and disposal (55-gallon drum)	Drums	\$300.00
15	Bulk UST pump out (Liquids), including transportation	Gallons	\$0.60
16	Waste characterization sample analysis for disposal authorization for soils removed under Allowance Schedule	Sample	\$1,500.00
17	Water analysis for full MWRDGC contaminants List	Each	\$750.00
18	Obtain MWRDGC discharge permit for Bulk disposal of contaminated liquid	Each	\$1,200.00
19	Contaminated water-hauling and disposal of drums	Drums	\$200.00
20	Pumping, transportation and disposal of contaminated water - bulk disposal	Gallons	\$0.60
21	Pumping, storage and disposal of contaminated water - bulk disposal by MWRDGC Permit	Gallons	\$0.10
22	Furnish, place and compact base material CA-1 Stone	Ton	\$16.00
23	Load on-site base materials, place and compact CA-1 Stone	Cubic Yards	\$8.00



**PUBLIC BUILDING COMMISSION OF CHICAGO**

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24	Furnish, place and compact aggregate material CA-6	Ton	\$20.00
25	Excavate, place and compact on-site aggregate material CA-6	Cubic Yards	\$12.00
26	Furnish, place and compact drainage material CA-7	Tons	\$16.00
27	Excavate, place and compact on-site drainage material CA-7	Cubic Yards	\$12.00
28	Furnish and place geotextile filter fabric	Square Yard	\$7.00
29	Site Survey - Survey crew for verification of excavation and backfill quantities	Each	\$1,500.00
30	Street restoration per CDOT - 1-1/2 inch Asphalt Binder Coarse and 1-1/2 inch Asphalt Surface Coarse. Less than 100 Square Yards	Square Yard	\$165.00
31	Street restoration per CDOT - 9-inch PCC Base Course, 1-1/2 inch Asphalt Binder Coarse and 1-1/2 inch Asphalt Surface Coarse. Less than 100 Square Yards.	Square Yard	\$220.00

Total Allowance Fund = \$65,000.00

**NOTES:**

1. All Work associated with the above allowance schedule shall be approved in writing by the Commission Representative prior to proceeding.
2. Authorized additional excavation and replacement material will be paid for in accordance with the above allowance schedule.
3. Authorized additional excavation means excavation below subgrade elevations as shown in the Plans and Specifications due to the presence of unsuitable soil materials as determined by the Commission Representative.
4. The unit prices in this allowance schedule include all overhead and profit.
5. All unused portions of the allowance funds must be returned to the Commission in the form of a deductive change order prior to Final Completion and Acceptance of the Work.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.C1544

DOUGLAS PARK ARTIFICIAL TURF FIELD

B. Acceptance of the Bid

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) original counterparts the day and year first above written.

PUBLIC BUILDING COMMISSION OF CHICAGO

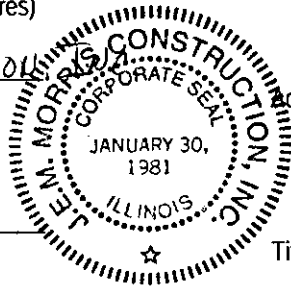
Secretary *[Signature]*

Chairman *Ral Emanuel*

CONTRACTING PARTY

(Print or type names underneath all signatures)

J.E.M. Morris Construction  
Contractor Name



49W102 US Highway 30  
Address Big Rock, IL 60511

If a Corporation:

By *[Signature]*

President

Title of Signatory

ATTEST:

By *[Signature]*

Secretary

Title

If a Partnership:

Partner \_\_\_\_\_

Address \_\_\_\_\_

Partner \_\_\_\_\_

Address \_\_\_\_\_

Partner \_\_\_\_\_

Address \_\_\_\_\_

If a Sole Proprietorship:

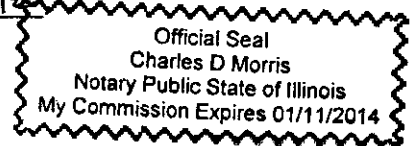
Signature \_\_\_\_\_

NOTARY PUBLIC

County of Kane State of IL  
Subscribed and sworn to before me on this 26<sup>th</sup> day of June, 2014

*[Signature]*  
Notary Public Signature  
Commission Expires: 1/11/2014

(SEAL)



Approved as to form and legality

*[Signature]*  
Neal & Leroy, LLC

Date: 7/31/2012

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.C1544

**DOUGLAS PARK ARTIFICIAL TURF FIELD**

**V. PROPOSAL SUPPORT DOCUMENTS**

**A. Basis of Award (Award Criteria)**

To promote the intended goal of economic opportunity and maximize the use of minority personnel on this project, the Public Building Commission of Chicago has established the Award Criteria formula for the purpose of evaluating proposals and awarding the contract. A contract in the amount of the total Base Bid or Base Contract Price will be awarded to the responsible bidder with the lowest Award Criteria Figure. The Public Building Commission of Chicago reserves the right to check all calculations for accuracy. The fulfillment of the Award Criteria does not abrogate the responsibilities of the Contractor to comply with federal and state requirements under the *Equal Employment Act* and the *Illinois Human Rights Act*.

**1. Instructions**

The Bidder shall complete the Award Criteria Formula and transfer the final Award Criteria Figure - Line 15 to the space provided on the itemized proposal sheet. Failure to complete the formula may be cause for rejection of the Bidder's proposal. The successful bidder will be held responsible for adhering to the figures submitted in Lines 1, 2, 4, 6, 8, 10 and 12 during construction of the project.

Lines 2, 4 and 6 in the formula shall not be greater than fifty percent (50%) in each category for the sole purpose of determining award of the contract. Similarly, lines 8, 10 and 12 shall not be greater than ten (10%) percent in each category for the purpose of award criteria only. The fifty percent (50%) and ten percent (10%) goals are not intended to restrict the total number of minority and female employees to be used on the project, but only to establish limiting figures for use in the formula.

**2. Award Criteria Formula**

Line 1.	Total Base Bid, in figures	\$ <u>1,491,650.00</u>
Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journeyworkers during construction of the project. (Maximum figure 0.50)	<u>0.50</u>
Line 3.	Multiply Line 2 by Line 1 by 0.04	<del>0.02</del> \$28,033.00 gm
Line 4.	Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.50)	<u>0.10</u>
Line 5.	Multiply Line 4 by Line 1 by 0.03	<del>0.003</del> \$4,204.95 gm
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.50)	<u>0.50</u>
Line 7.	Multiply Line 6 by Line 1 by 0.01	<del>0.0005</del> \$7,008.25 gm
Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.10)	<u>0.01</u>
Line 9.	Multiply Line 8 by Line 1 by 0.04	<del>0.0004</del> \$560.66 gm
Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.10)	<u>0.0</u>

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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DOUGLAS PARK ARTIFICIAL TURF FIELD

Line 11.	Multiply Line 10 by Line 1 by 0.03	<u>0.0</u>
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.10)	<u>0.05</u>
Line 13.	Multiply Line 12 by Line 1 by 0.01	<del>0.0005</del> \$ 700.83 gm
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	<del>0.0289</del> \$ 40,507.68 gm
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	<del>\$ 1,401,649.98</del> \$ 1,361,142.32 gm
Award Criteria Figure (Insert Line 15 of Award Criteria Formula):		<del>\$ 1,401,649.98</del> \$ 1,361,142.32 gm

**3. Community Hiring Bonuses**

In order to encourage maximum employment of interested and available residents of the project community on this project, the following bonus calculations shall apply:

- a. In calculating the hours worked by minority and women journeyworkers, apprentices, and laborers under the Award Criteria set out in Part V.A. "Basis of Award (Award Criteria)," all hours worked by minority and women journeyworkers, existing apprentices, and laborers who are residents of the project community shall be multiplied by 1.5.
- b. In calculating the hours worked by minority and women apprentices under the Award Criteria set out in Part V "Proposal Support Documents," all hours worked in new apprenticeships by minority and women apprentices who are residents of the project community shall be multiplied by 2.0.

**Definitions**

"Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed, and permanent home and principal establishment.

"Residents of the project community" shall mean persons domiciled within the project area as stated in Section II.A.6., above.

"New Apprenticeship" shall mean an apprenticeship begun for a person who has not held an apprenticeship card within ninety (90) days prior to beginning the project.

**4. Liquidated Damages**

The Contractor hereby consents and agrees that, in the event that it fails to comply with each of the minimum commitments submitted with this Proposal on Lines 2, 4, 6, 8, 10, and 12 of the Award Criteria Formula, covering minority and female Journeyworkers, apprentices, and laborers respectively, the following shall apply.

If the total hours in any category for which a percentage is assigned in Lines 2, 4, 6, 8, 10, or 12 of the Award Criteria equals zero at the completion of the work, then a net deficiency of the entire percentage assigned will be deemed to exist. For any net deficiency in each category, the following amounts shall be deducted as liquidated damages from monies due the Contractor and the Contract Sum modified accordingly:

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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**DOUGLAS PARK ARTIFICIAL TURF FIELD**

- a. For each full one (1%) percent deficiency of minority Journeyworkers not utilized – four cents per each hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1 x 04}}{100}$$

Each one (1%) percent deficiency toward the goal for female Journeyworkers (Line 8) shall be calculated in the same way.

- b. For each full one (1%) percent deficiency of minority apprentices not utilized – three cents per hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1 x 03}}{100}$$

Each one (1%) percent deficiency toward the goal for female apprentices (Line 10) shall be calculated in the same way.

- c. For each one (1%) percent deficiency of minority laborers not utilized – one cent per each hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1 x 01}}{100}$$

Each one (1%) percent deficiency toward the goal for female laborers (Line 12) shall be calculated in the same way.

- d. Liquidated damages, if any, will be calculated for the first pay requests reflecting fifty percent (50%) completion, seventy-five percent (75%) completion, and ninety percent (90%) completion, respectively, based upon the Contractor's pay request together with all attendant certified payrolls and other required documentation of minority and women employment. The accrued liquidated damages and interest will be added to the retention provided elsewhere in this contract. The amount of liquidated damages due to the Commission under this provision will bear compound interest at the rate of 5% per annum, compounded monthly from the date of the Notice to Proceed to the date of approval of a deductive change order for liquidated damages. Should the total amount of liquidated damages due under all provisions of this contract exceed the amount of the Commission's retainage, compound interest on the amount over and above the retainage will continue to accrue until the entire amount of liquidated damages and compound interest is paid to the Commission.
- e. The Commission is aware that certain subcontract agreements under this contract may require subcontractors to contribute to payment of liquidated damages assessed under this provision. Should enforcement of subcontract liquidated damages provisions result in an aggregate total of subcontractor liquidated damages greater than the liquidated damages assessed hereunder against Contractor, then Contractor must pay the excess pro rata as a bonus to each subcontractor exceeding its subcontract commitments for minority or women employment, or both.

**5. Reporting**

In accordance with this commitment, the Contractor must submit both the Contractor's Payroll Record Form and the Contractor's Recapitulation of Minority and Female Worker Hours and Percentages Form on a monthly basis. All Subcontractors shall be listed on the Contractor's Recapitulation Form whether active or not. For the purpose of this report, the following group categories will be used:

- a. The classification "White" includes person of Indo-European descent.

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- b. The classification "Black" or "African-American" includes persons having origins in any of the black racial groups of Africa.
- c. The classification "Hispanic" includes persons whose origins are from Mexico, Puerto Rico, Cuba, Central or South America, the Caribbean Islands or other Spanish culture or origin, regardless of race.
- d. The classification "Native American" includes persons who are Native Americans by virtue of tribal association.
- e. The classification "Asian-Pacific" includes persons whose origins are from East Asia, Southeast Asia, the Pacific Islands or the Indian sub-continent.
- f. The classification "Other" includes qualified individuals with disabilities who meet legitimate skill, experience, education or other requirements of employment positions held or sought and who perform the essential function with or without reasonable accommodation and other groups or other individuals found by the Public Building Commission of Chicago to be socially and economically disadvantaged and to have suffered actual racial or ethnic discrimination and decreased opportunities to compete in Chicago area markets.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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**6. Major Trades**

- |                         |                            |
|-------------------------|----------------------------|
| Asbestos Workers        | Operating Engineers        |
| Boiler Makers           | Painters                   |
| Bricklayers             | Pile Driver Mechanics      |
| Carpenters              | Pipe Fitters/Steam Fitters |
| Cement Masons           | Plasterers                 |
| Electricians            | Plumbers                   |
| Elevator Construction   | Roofers                    |
| Glaziers                | Sheet Metal Workers        |
| Mechanists              | Sprinkler Fitters          |
| Machinery Movers        | Technical Engineers        |
| Ornamental Iron Workers | Truck Drivers              |
| Lathers                 | Tuck Pointers              |

For approval of other trades for consideration in the Award Criteria Formula, written approval should be requested from the Commission.

**7. Trade Participation - For Information Only**

The following information must be supplied by the Contractor for the purposes of evaluating figures supplied in the Award Criteria Formula. It is understood that these figures are estimates only and are not to be considered as limiting in any manner actual participation on the project.

Anticipated levels of minority participation, to be expressed as percentages, must be supplied for each trade, whether attributable to the Contractor's work force or any Subcontractor which will be active on this project.

TRADE PARTICIPATION	PERCENT OF MINORITY
<u>Carpenters</u>	<u>100%</u>
<u>Cement Masons</u>	<u>100%</u>
<u>Electricians</u>	<u>0%</u>
<u>Operating Engineers</u>	<u>50%</u>
<u>Painters</u>	<u>100%</u>
<u>Truck Drivers</u>	<u>50%</u>
<u>Ornamental Ironworkers</u>	<u>90%</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.C1544

DOUGLAS PARK ARTIFICIAL TURF FIELD

VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Non-collusion

STATE OF ILLINOIS )

) SS

COUNTY OF COOK )

Jean Elton Morris, being first duly sworn, deposes and says that:

(1) He/She is President  
(Owner, Partner, Officer, Representative or Agent) of  
J.E.H. Morris Construction, Inc.  
the Bidder that has submitted the attached Bid;

(2) That Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham bid;

(4) Neither Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, conspired, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or in that of any other Bidder, or to fix any overhead, profit, or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Public Building Commission of Chicago or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(6) The Bidder is not barred from bidding as a result of having violated *Illinois Criminal Code*, 720 ILCS 5/33E-3 (Bid rigging), 720 ILCS 5/38E-4 (Bid rotating) or the *Prevailing Wage Act*, 30 ILCS 570/0.01 through 570/7.

[Signature]  
(Signed)  
President

(Title)  
Subscribed and sworn to before me this 22<sup>nd</sup> day of June 2012

[Signature]  
(Title)

My Commission expires:

Official Seal  
Charles D Morris  
Notary Public State of Illinois  
My Commission Expires 01/11/2014



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.C1544

**DOUGLAS PARK ARTIFICIAL TURF FIELD**

**SCHEDULE B - Joint Venture Affidavit (1 of 3)**

*This form need not be filled in if all joint venturers are MBE/Non-MBE or WBE/Non-WBE firms. In such case, however, a written joint venture agreement among the MBE/Non-MBE or WBE/Non-WBE firms should be submitted. Each MBE/WBE joint venturer must also attach a copy of their current certification letter.*

1. Name of joint venture \_\_\_\_\_
2. Address of joint venture \_\_\_\_\_  
\_\_\_\_\_
3. Phone number of joint venture \_\_\_\_\_
4. Identify the firms that comprise the joint venture  
\_\_\_\_\_  
\_\_\_\_\_
- A. Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)  
\_\_\_\_\_  
\_\_\_\_\_
- B. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Nature of joint venture's business  
\_\_\_\_\_  
\_\_\_\_\_
6. Provide a copy of the joint venture agreement.
7. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? \_\_\_\_\_%
8. Specify as to:
  - A. Profit and loss sharing \_\_\_\_\_%
  - B. Capital contributions, including equipment \_\_\_\_\_%
  - C. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.  
\_\_\_\_\_  
\_\_\_\_\_
  - D. Describe any loan agreements between joint venturers, and identify the terms thereof.  
\_\_\_\_\_  
\_\_\_\_\_

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.C1544

**DOUGLAS PARK ARTIFICIAL TURF FIELD**

**SCHEDULE B - Joint Venture Affidavit (2 of 3)**

9. Control of and participation in this Contract: Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

A. Financial decisions

\_\_\_\_\_

B. Management decisions such as:

1) Estimating

\_\_\_\_\_

2) Marketing and Sales

\_\_\_\_\_

3) Hiring and firing of management personnel

\_\_\_\_\_

4) Other

\_\_\_\_\_

C. Purchasing of major items or supplies

\_\_\_\_\_

D. Supervision of field operations

\_\_\_\_\_

E. Supervision of office personnel

\_\_\_\_\_

F. Describe the financial controls of the joint venture, e.g., will a separate cost center be established; which venturer will be responsible for keeping the books; how will the expense therefor be reimbursed; the authority of each joint venturer to commit or obligate the other. Describe the estimated contract cash flow for each joint venturer.

\_\_\_\_\_

\_\_\_\_\_

G. State approximate number of operational personnel, their craft and positions, and whether they will be employees of the majority firm or the joint venture.

\_\_\_\_\_

\_\_\_\_\_

10. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

\_\_\_\_\_

\_\_\_\_\_

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.C1544

**DOUGLAS PARK ARTIFICIAL TURF FIELD**

**SCHEDULE B - Joint Venture Affidavit (3 of 3)**

THE UNDERSIGNED SWEAR THAT THE FOREGOING STATEMENTS ARE CORRECT AND INCLUDE ALL MATERIAL INFORMATION NECESSARY TO IDENTIFY AND EXPLAIN THE TERMS AND OPERATIONS OF OUR JOINT VENTURE AND THE INTENDED PARTICIPATION BY EACH JOINT VENTURER IN THE UNDERTAKING. FURTHER, THE UNDERSIGNED COVENANT AND AGREE TO PROVIDE TO THE PUBLIC BUILDING COMMISSION OF CHICAGO CURRENT, COMPLETE AND ACCURATE INFORMATION REGARDING ACTUAL JOINT VENTURE WORK AND THE PAYMENT THEREFOR AND ANY PROPOSED CHANGES IN ANY OF THE JOINT VENTURE AGREEMENTS AND TO PERMIT THE AUDIT AND EXAMINATION OF THE BOOKS, RECORDS, AND FILES OF THE JOINT VENTURE, OR THOSE OF EACH JOINT VENTURER RELEVANT TO THE JOINT VENTURE, BY AUTHORIZED REPRESENTATIVES OF THE COMMISSION. ANY MATERIAL MISREPRESENTATION WILL BE GROUNDS FOR TERMINATING ANY CONTRACT WHICH MAY BE AWARDED AND FOR INITIATING ACTION UNDER FEDERAL OR STATE LAWS CONCERNING FALSE STATEMENTS.

Note: If, after filing this Schedule B and before the completion of the joint venture's work on this Contract, there is any significant change in the information submitted, the joint venture must inform the Public Building Commission of Chicago, either directly or through the General contractor if the joint venture is a subcontractor.

\_\_\_\_\_  
Name of Joint Venturer

\_\_\_\_\_  
Name of Joint Venturer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

State of \_\_\_\_\_ County of \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
before me appeared (Name)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
before me appeared (Name)

\_\_\_\_\_  
to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state  
that he or she was properly authorized by  
(Name of Joint Venture)

\_\_\_\_\_  
to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state  
that he or she was properly authorized by  
(Name of Joint Venture)

\_\_\_\_\_  
to execute the affidavit and did so as his or her  
free act and deed.

\_\_\_\_\_  
to execute the affidavit and did so as his or her  
free act and deed.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

Commission expires:  
(SEAL)

Commission expires:  
(SEAL)

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. C1544  
**DOUGLAS PARK ARTIFICIAL TURF FIELD**

**SCHEDULE C - Letter of Intent from MBE/WBE**

**To Perform As**  
**Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)**

Name of Project: DOUGLAS PARK ARTIFICIAL TURF

Project Number: \_\_\_\_\_

FROM:

GENEX CORPORATION MBE X WBE \_\_\_\_\_  
(Name of MBE or WBE)

TO:

JEM Morris Construction and Public Building Commission of Chicago  
(Name of Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

- \_\_\_\_\_ a Sole Proprietor
- \_\_\_\_\_ a Partnership
- \_\_\_\_\_ X a Corporation
- \_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 11/1/11. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

ELECTRICAL  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

\$ 266,732-  
\_\_\_\_\_  
\_\_\_\_\_

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. C1544  
DOUGLAS PARK ARTIFICIAL TURF FIELD

**SCHEDULE C - Letter of Intent from MBE/WBE**  
**To Perform As**  
**Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)**

**PARTIAL PAY ITEMS**

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

N/A

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

**Subcontracting Levels**

% of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

% of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

GENEX CORPORATION  
Name of MBE/WBE Firm (Print)  
6/25/12  
Date  
630-964-8400  
Phone

Nand Belani  
Signature  
NAND BELANI  
Name (Print)

**IF APPLICABLE:**

By:

\_\_\_\_\_  
Joint Venture Partner (Print)  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (Print)  
MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_



CITY OF CHICAGO  
**OFFICE OF COMPLIANCE**

August 24, 2010

Nand Belani  
Genex Corporation  
4811 Emerson Avenue, Unit 203  
Palatine, IL 60067

**Annual No Change Affidavit Due:**

**November 1, 2011**

Dear: Nand Belani

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until November 1, 2012.

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1<sup>st</sup> so that we might review the program for ways to streamline the process. As a result, while you will still be required to submit an annual No-Change Affidavit, we will no longer require firms to submit financial records with the Affidavit, and we will allow the Affidavit to be submitted on-line. This should improve the process for businesses and make it easier to comply with annual validation requirements. However, as part of our program improvements, we will also increase auditing activities, and you may at any time be required to submit financial records and other documents needed to support your continued eligibility.

This new process will begin in 2011. As such, your firm's next No Change Affidavit is due by November 1, 2011. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by **September 2, 2011.**

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE if you fail to

- ♦ file your No Change Affidavit within the required time period;
- ♦ provide financial or other records requested pursuant to an audit within the required time period; or
- ♦ notify the City of any changes affecting your firm's certification within 10 days of such change.

*Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely*

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.C1544

**DOUGLAS PARK ARTIFICIAL TURF FIELD**

**SCHEDULE C - Letter of Intent from MBE/WBE**

**To Perform As**

**Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)**

Name of Project: Douglas Park Artificial Turf Field

Project Number: 11180

FROM:

Chicago Xteriors MBE X WBE \_\_\_\_\_  
(Name of MBE or WBE)

TO:

JEM Morris Construction and Public Building Commission of Chicago  
(Name of Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

\_\_\_\_\_ a Sole Proprietor

X \_\_\_\_\_ a Corporation

\_\_\_\_\_ a Partnership

\_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated \_\_\_\_\_ In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

Demolition, Landscaping, Paving

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

\$84,099.00

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.C1544

**DOUGLAS PARK ARTIFICIAL TURF FIELD**

**SCHEDULE C - Letter of Intent from MBE/WBE**

**To Perform As**

**Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)**

**PARTIAL PAY ITEMS**

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

\_\_\_\_\_

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

**SUB-SUBCONTRACTING LEVELS**

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

Chicago Xteriors

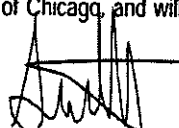
Name of MBE/WBE Firm (Print)

Jun 27, 2012

Date

773-269-1528

Phone



Signature

Sergio Medina

Name (Print)

IF APPLICABLE:

By:

\_\_\_\_\_

Date

Phone

\_\_\_\_\_

Name (Print)

MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_





CITY OF CHICAGO  
**OFFICE OF COMPLIANCE**

June 7, 2011

Xochitl Medina  
Chicago Xteriors  
3610 North Cicero Avenue  
Chicago, IL 60641

**Annual Certificate Expires: June 30, 2012**

Dear Xochitl Medina:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **June 30, 2014**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **June 30, 2012**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.

*Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.*

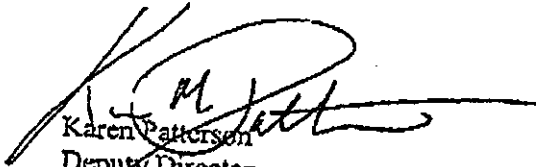
Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**LANDSCAPE INSTALLATION AND MAINTENANCE SERVICES; CONCRETE  
PATHS WALKWAY SERVICES; ASPHALT RESURFACING AND PATCHWORK**

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,



Karen Patterson  
Deputy Director

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1544

DOUGLAS PARK ARTIFICIAL TURF FIELD

SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation  
(1 of 2)

Name of Project: Douglas Park Artificial Turf field

STATE OF ILLINOIS )

) SS

COUNTY OF COOK )

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

President

Title and duly authorized representative of

J.E.M. Morris Construction, Inc

Name of General Contractor whose address is

49 W 102 US Highway 30, Big Rock, IL 60511

in the City of Big Rock, State of Illinois

and that I have personally reviewed the material and facts submitted with the attached Schedules of MBE/WBE participation in the above-referenced Contract, including Schedule C and Schedule B (if applicable), and the following is a statement of the extent to which MBE/WBE firms will participate in this Contract if awarded to this firm as the Contractor for the Project.

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
<u>Genex Corporation</u>	<u>Electrical</u>	<u>\$266,732.00</u>	\$
<u>Chicago Xteriors</u>	<u>Demo, Paint, Landscape</u>	<u>\$ 84,099.00</u>	\$
<u>JEM Morris Construction, Inc.</u>	<u>Earthwork/Drainage</u>	\$	<u>\$350,413.00</u>
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		<u>\$350,831.00</u>	<u>\$350,413.00</u>
Percent of Total Base Bid		<u>25</u> %	<u>25</u> %

The General Contractor may count toward its MBE/WBE goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the MBE/WBE partner.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1544

DOUGLAS PARK ARTIFICIAL TURF FIELD

SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation  
(2 of 2)

The undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Contractor of a Contract with the Commission, and will do so within five (5) business days of receipt of a notice of Contract award from the Commission.

By:

J.E.M. Morris Construction, Inc

Name of Contractor (Print)

6/24/2012

Date

630-556-3730

Phone

IF APPLICABLE:

By:

\_\_\_\_\_  
Joint Venture Partner (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone/FAX

J.M. Morris, Sr.

Signature

Jean Ellen M Morris

Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_

August 18, 2011

Jean Ellen M Morris  
J E M Morris Construction Inc  
49w102 Us Highway 30  
Big Rock, IL 60511-9783

Certification Expires: June 30, 2012

Re: FBE Recognition Certification Approval  
(Women Business Development Center)

Dear Business Owner:

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a female business enterprise (FBE) under the Business Enterprise Program for Minorities, Females, and Persons with Disabilities.

BEP accepts the Women Business Development Center's (WBDC) certification regarding your business status. This outside certification is in effect with the State of Illinois as long as it is valid with WBDC.

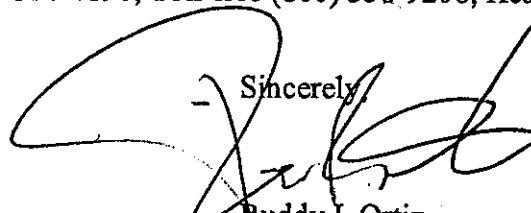
At least 60 days prior to the anniversary day of your certification, you will be notified by BEP to update your certification as a condition of continued certification. In addition, should any changes occur in ownership and/or control of the business or other changes affecting the firm's operations, you are required to notify BEP within two weeks. Failure to notify our office of any such changes will result in decertification of your firm.

Please keep in mind that, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Currently, your firm's name appears in the State's Directory as a certified vendor with BEP. As you may know, State of Illinois Agencies and State Universities have a spending goal established with BEP-certified companies.

Please visit our website at [www.sell2.illinois.gov](http://www.sell2.illinois.gov) to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service that you may provide.

Thank you for your participation in BEP. The State of Illinois values its relationship with small and diverse businesses and looks forward to do business with your company. For further information or if you have any questions, please call (312) 814-4190, Toll-free (800) 356-9206, Hearing Impaired (800) 526-0844.

Sincerely,



Ruddy I. Ortiz  
Deputy Director  
Business Enterprise Program

(L23)

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. C1544

**DOUGLAS PARK ARTIFICIAL TURF FIELD**

**SCHEDULE E - Request for Waiver from MBE/WBE Participation**

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

Erin Lavin Cabonargi, Executive Director  
Public Building Commission of Chicago  
Richard J. Daley Center  
50 W. Washington Street, Room 200  
Chicago, IL 60602

N.A.

Dear Mrs. Cabonargi:

RE: Contract No. \_\_\_\_\_

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

In accordance with Section 23.01.7, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE provisions. The undersigned certifies that it/we has/have been diligent in our attempt to identify potential subcontractors certified as MBE/WBE to perform work in this project, that such efforts have not been successful, and that it/we cannot meet the Minority/Women Business Enterprise contract goal. These efforts are described below and are consistent with the "Request for Waiver" provisions of the MBE/WBE Program as detailed in Section 23.01.7 as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Documentation attached: yes \_\_\_ no \_\_\_

Based on the information provided above, we request consideration of this waiver request.

Sincerely,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Firm

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.C1544

DOUGLAS PARK ARTIFICIAL TURF FIELD

**Affidavit Of Uncompleted Work**

**A. Work Under Contract**

List below all work Bidder has under contract as either a general contractor or a subcontractor, including all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work that is the responsibility of the Bidder. The uncompleted dollar value is to be based upon the most recent estimate of the owner or engineer, and must include work subcontracted to others. If no work is contracted, indicate NONE.

	1	2	3	4	Awards Pending	TOTALS
Project	Olympic Park	Football Field	Football Field	Football Field	None	
Contract With	Schaumburg Park District	Steelins	Deertron Hills HS	Olenbaed EAST		
Estimated Completion Date	July 31, 2012	July 10, 2012	Aug 4, 2012	Aug 17, 2012		
Total Contract Price	1,349,781. <sup>00</sup>	506,761. <sup>00</sup>	926,793. <sup>00</sup>	1,418,350. <sup>00</sup>		
Uncompleted Dollar Value if Firm is the GC	64,351. <sup>80</sup>	181,773. <sup>10</sup>	702,497. <sup>15</sup>	1,047,350. <sup>00</sup>		
Uncompleted Dollar Value if Firm is a Subcontractor						
<b>TOTAL VALUE OF ALL WORK</b>						

**B. Uncompleted Work to be Completed with the Bidder's own Forces**

List below the uncompleted dollar value of work for each contract to be completed with the Bidder's own forces, including all work indicated as awards pending. All work subcontracted to others will be listed on C. of this form. In a joint venture, list only that portion of the work to be done by the Bidder. If no work is contracted, indicate NONE.

	1	2	3	4	Awards Pending	TOTALS
Earthwork	8668. <sup>80</sup>	5,000. <sup>00</sup>	25000. <sup>00</sup>	50,000. <sup>00</sup>	None	88,668. <sup>80</sup>
Demolition				5,000. <sup>00</sup>		5000. <sup>00</sup>
Sewer and Drain		67,773. <sup>10</sup>	120,000. <sup>00</sup>	180,000. <sup>00</sup>		367,773. <sup>10</sup>
Foundation						
Painting						
Struct. Steel (Bldg Const.)						
Ornamental Steel (Bldg Construction)						
Miscellaneous Concrete						
Fireproofing						
Masonry						

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.C1544

DOUGLAS PARK ARTIFICIAL TURF FIELD

	1	2	3	4	Awards Pending	TOTALS
H.V.A.C.					None	
Mechanical						
Electrical						
Plumbing						
Roofing & Sheet Metal						
Flooring & Tile Work						
Drywall & Plaster Work						
Ceiling Construction						
Hollow Metal & Hardware						
Glazing & Caulking						
Miscellaneous Arch. Work						
Landscaping	20,000. <sup>00</sup>	5000. <sup>00</sup>	14,497. <sup>15</sup>	20,000. <sup>00</sup>		59,497. <sup>15</sup>
Fencing						
Others (List)						
Stone Work		90,000. <sup>00</sup>	84,540. <sup>00</sup>	226,000. <sup>00</sup>		400,560. <sup>00</sup>
Goals		14,000. <sup>00</sup>	14,000. <sup>00</sup>	14,000. <sup>00</sup>		42,000. <sup>00</sup>
TOTALS	64,351. <sup>80</sup>	181,773. <sup>00</sup>	288,057. <sup>15</sup>	495,770. <sup>00</sup>		999,952. <sup>00</sup>



PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1544

DOUGLAS PARK ARTIFICIAL TURF FIELD

C. Work Subcontracted to Others

List below all work, according to each contract on the preceding page, that the Bidder has subcontracted to others. Do NOT include work to be performed by another general contractor in a joint venture. No work may be indicated as subcontracted to others on awards pending. If no work is subcontracted, indicate NONE.

	1	2	3	4	Awards Pending
Subcontractor	Bergs Paving	NONE	Astro Turf	Ult Electric	NONE
Type of Work	Paving		Turf	Electric	
Subcontract Price	75000.00		407600.00	3000.00	
Amount Uncompleted	15000.00		407600.00	3000.00	
Subcontractor	Popless Fence		Track Surfactors	M-C Sports	
Type of Work	Fencing		Track	Asphalt	
Subcontract Price	64,693.00		36,800.00	43,500.00	
Amount Uncompleted	20,683.00		36,800.00	43,500.00	
Subcontractor				Midwest Track	
Type of Work				Track	
Subcontract Price				38,800.00	
Amount Uncompleted				38,800.00	
Subcontractor				Field Turf	
Type of Work				Turf	
Subcontract Price				461,280.00	
Amount Uncompleted				461,280.00	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
TOTAL Uncompleted	35,683.00	- 0 -	444,440.00	546,580.00	None

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.C1544

DOUGLAS PARK ARTIFICIAL TURF FIELD

Affidavit of Uncompleted Work (continued)

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City, and private work including ALL subcontract work, ALL pending low bids not yet awarded or rejected, and ALL estimated completion dates.

[Signature]

Signature

June 25, 2012

Date

Sean Allen Morris

Name (Type or Print)

President.

Title

J.E.M. Morris Construction, Inc

Bidder Name

49W102 US Highway 30

Address

Big Rock IL 60511

City

State

Zip

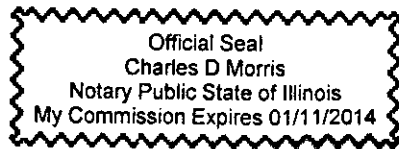
Subscribed and sworn to before me  
this 26<sup>th</sup> day of June, 20 12

[Signature]

(SEAL)

Notary Public

Commission expires:



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
 Contract No. C1544  
**DOUGLAS PARK ARTIFICIAL TURF FIELD**

**Statement Of Bidder's Qualifications**

At the request of the Commission, the Bidder shall also submit additional information regarding the capability of the Bidder to perform the Contract.

Bidder J.E.M. Morris Construction, Inc  
 Submitted By Sean Ellen Morris  
 Title President  
 Permanent Main Office Address 49W102 US Highway 30, Big Rock, IL 60511  
 Local Address \_\_\_\_\_  
 Local Telephone No. and FAX No. 630-556-3730. Fax - 630-556-3005

How many years operating as contractor for work of this nature? 34

List of recently completed contracts of similar dollar value and scope of work.

	Name/Address	Dollar Amount	Year of Contract	Nature of Project
1.				
2.	<i>See Attached</i>			
3.				
4.				
5.				
6.				
7.				
8.				

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. C1544  
DOUGLAS PARK ARTIFICIAL TURF FIELD

Statement Of Bidder's Qualifications (continued)

The undersigned hereby authorizes any person, firm, or corporation to furnish any information requested by the Public Building Commission of Chicago in verification of this Statement of Bidder's Qualifications.

If submitted by a corporation:

- (a) Corporation Name J.E.M. Morris Construction, Inc.
- (b) State and City in which incorporated ILLINOIS
- (c) If incorporated in another state, is firm authorized to do business in the State of Illinois?  
Yes \_\_\_\_\_ No \_\_\_\_\_
- (d) Name and address of registered agent in Illinois Jean Ellen Morris  
440103 US Highway 30  
Big Rock IL 60511

(e) Names and titles of officers authorized to sign contracts

Jean Ellen Morris  
Name

President  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

If submitted by a partnership:

- (a) Firm Name \_\_\_\_\_
- (b) Official Address \_\_\_\_\_
- (c) Names of all Partners: \_\_\_\_\_

If submitted by an individual:

- (a) Firm Name \_\_\_\_\_
- (b) The Owner \_\_\_\_\_
- (c) Official Address \_\_\_\_\_

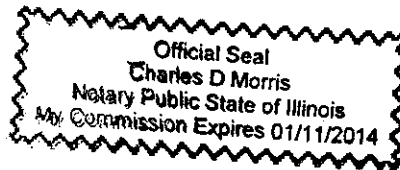
Jean Ellen Morris  
Signature of Affiant

Subscribed and sworn to before me this 26<sup>th</sup> day of June 2012

Charles D Morris

(SEAL)

Notary Public  
My Commission expires:





49 W. 102 U.S. Rt 30  
Big Rock, Illinois 60511

630/556-3730  
Fax 630/556-3005

## SYNTHETIC BASEBALL FIELDS

### Professional Baseball:

#### Pirate City

Pittsburgh Pirates  
Bradenton, Florida  
Trevor Dooby, Director of Florida Operations  
941-747-3031

#### Southern Illinois Miners

Marion, Illinois  
Pete Woolley, Holland Construction Services  
618-781-6646

#### Silver Hawks

South Bend, Indiana  
David M. Rafinski  
574-232-4388

#### Rosemont Stadium (In Progress)

Rosemont, Illinois  
Todd Hunsberger  
847-678-5060

### Division I College Baseball:

#### University Of Illinois

Urbana, Illinois  
John Donahoe  
217-333-2303

**High School Baseball:**

**Vernon Hills High School**

Vernon Hills, Illinois

Michael Falasz

847-932-2022

**SYNTHETIC SOCCER/FOOTBALL FIELDS/LACROSSE**

**Professional:**

**Chicago Fire**

Bridgeport, Illinois

Jason Kolisch

312-617-8383

**College:**

**Benedictine University**

Lisle, Illinois

Pat Easterday, Walsh Construction

312-446-2749

**Marshall University**

Huntington, West Virginia

Charlie Meeks, TLI

800-958-8726

**University of Notre Dame**

South Bend, Indiana

Matt Keager, Kreager Bros.

260-482-4444

**Illinois Wesleyan University (In Progress)**

Bloomington, Illinois

Eric Nelson

309-830-5640

**High School/Park Districts:**

**Waukegan Park District**

Waukegan, Illinois  
Mike Trigg  
847-360-4724

**Grant Community High School**

Fox Lake, Illinois  
Tim Bicket, IHC Construction Companies, LLC  
847-742-1516

**Naperville Central High School**

Naperville CUSD #203  
Ralph Weaver  
630-420-2546

**Naperville North High School**

Naperville CUSD #203  
Ralph Weaver  
630-420-2546

**Hales Franciscan High School**

Chicago, Illinois  
Todd O. Pressley  
219-949-3100

**Brother Rice High School**

Chicago, Illinois  
Mike McShane  
773-429-4343

**Grayslake North High School**

Grayslake, Illinois  
Bob Orseske  
630-574-8300

**Aurora Christian High School**

Aurora, Illinois

Tom Chase

630-346-2553

**Palatine Park District**

Falcon Park – Interior Soccer

Palatine, Illinois

Patrick Moser

847-991-0333

**Barrington High School**

Barrington, Illinois

Lance Tritsch, Pepper Construction

847-381-2760

**Barrington Area Soccer Association - 2 Fields**

Barrington, Illinois

Ryan Snyder

847-553-5797

**Nazareth Academy**

LaGrange Park, Illinois

Pat Easterday

312-446-2789

**Grayslake Central High School**

Grayslake, Illinois

Dave Secret

847-561-2531

**Town of Cicero**

Cicero, Illinois

Emilo Cundari

708-656-8223

**Schaumburg Park District - 6 Fields**

Schaumburg, Illinois

Todd King

847-456-1104



**Village of Melrose Park**

Melrose Park, Illinois

Ed Stoelinga

708-865-0300

**Miami Gardens Park**

Miami Gardens, Florida

Charlie Meeks

727-742-1535

**Lake Zurich High School**

Lake Zurich, Illinois

Gene Curran

847-727-3440

**City of Tallahassee - 2 Fields**

Tallahassee, Florida

David White

850-891-5342

**Lincoln-Way Central High School**

New Lenox, Illinois

Tom Benstat

815-462-2100

**Lincoln-Way East High School**

New Lenox, Illinois

Tom Benstat

815-462-2100

**Lincoln-Way North High School**

New Lenox, Illinois

Tom Benstat

815-462-2100

**Lincoln-Way South High School**

New Lenox, Illinois

Tom Benstat

815-462-2100

**Riverside-Brookfield High School**

Riverside, Illinois

Ed Faron

630-969-7000

**Des Plaines Park District**

Des Plaines, Illinois

Paul Cathey

847-391-5700

**Sherman Elementary School**

Chicago, Illinois

Michael Lukich

847-849-0654

**Hawthorne Park District**

Cicero, Illinois

Dennis Raleigh

708-863-6511

**Country Club Hills Park District**

Country Club Hills, Illinois

Dominick Berittucci

224-715-4122

**Oak Park High School**

Oak Park, Illinois

Company out of business

**St. Rita High School**

Chicago, Illinois

Mike Patton

773-925-2451

**Forest Park Park District**

Forest Park, Illinois

Dave Novak

708-366-7500

**Elmwood Park High School**

Elmwood, Illinois

Dr. Frank McKinzie

708-583-5859

**Joliet Park District**

Joliet, Illinois

Pat Easterday

312-446-2789

**Great Lakes Naval Training**

Great Lakes, Illinois

Jay Onstad

763-226-6064

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. C1544  
**DOUGLAS PARK ARTIFICIAL TURF FIELD**

**Disclosure Of Retained Parties**

Pursuant to Resolution No. 5339, as amended by Resolution No. 5371, of the Board of the Public Building Commission of Chicago, the apparent low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days of receipt of notice that it is the apparent low bidder.

**A. Definitions and Disclosure Requirements**

1. As used herein, "Contractor" means a person or entity that has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission contracts and/or qualification submittals must be accompanied by a disclosure statement providing certain information about any lobbyists whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the Contractor must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.
3. "Lobbyists" means any person a) who for compensation or on behalf of any person other than himself undertakes to influence any legislative or administrative action, or b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

**B. Certification**

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction:  
Contract C1544

Description of goods or services to be provided under Contract  
DOUGLAS PARK TURF FIELD

2. Name of Contractor: J.E.M. Morris Construction, Inc.
3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

Check here if no such persons have been retained or are anticipated to be retained:

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.C1544

**DOUGLAS PARK ARTIFICIAL TURF FIELD**

Retained Parties:

Name	Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or estimated)
	N.A.		

4. The Contractor understands and agrees as follows:

- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Contractor's participation in the contract or other transactions with the Commission.
- b. If the Contractor is uncertain whether a disclosure is required, the Contractor must either ask the Commission whether disclosure is required or make the disclosure.
- c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Contractor waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Contractor and that the information disclosed herein is true and complete.

*Sean Morris*  
 Signature  
Sean Elton Morris  
 Name (Type or Print)

June 22, 2012  
 Date  
President  
 Title

Subscribed and sworn to before me  
 this 22<sup>nd</sup> day of JUNE, 2012 (SEAL)  
*Charles D Morris*  
 Notary Public

Commission expires:  
 Official Seal  
 Charles D Morris  
 Notary Public State of Illinois  
 My Commission Expires 01/11/2014

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. C1544

**PERFORMANCE AND PAYMENT BOND**

Contract No. C1544

Bond No. 2160655

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KNOW ALL MEN BY THESE PRESENTS, that we, J.E.M. Morris Construction Inc.,  
a corporation organized and existing under the laws of the State of Illinois, with offices in the Town of Big  
Rock, State of Illinois, as Corporate Principal, and  
North American Specialty Insurance Company

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a corporation organized and existing under the laws of the State of New Hampshire, with offices in the State of  
\* Illinois \*, as Surety, are held and firmly bound unto the Public Building Commission of Chicago,  
hereinafter called "Commission", in the penal sum of One Million Four Hundred and One Thousand Six  
Hundred Fifty Dollars and No Cents (1,401,650.00) for the payment of which sum well and truly to be  
made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly  
by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain Contract, hereto  
attached, with the Commission, dated July 10, 2012, for the fabrication, delivery, performance and  
installation of

Douglas Park Turf Field  
1401 South Sacramento Drive, Chicago, IL  
Site Development  
Project # 11180

in the referenced project area and other miscellaneous work collateral thereto.

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings,  
covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and  
any extension thereof that may be granted by the Commission, with or without notice to the Surety, and  
during the life of any guarantee required under the Contract, and shall also well and truly perform and  
fulfill all the undertakings, covenants, terms, conditions and agreements of any and all authorized  
modifications of said Contract that may be made; and also if the Principal shall promptly pay all persons,  
firms, and corporations supplying labor, materials, facilities, or services in the prosecution of the work  
provided for in the Contract, and any and all duly authorized modifications of said Contract that may be  
made, notice of which modifications being hereby waived; and also, if the Principal shall fully secure and  
protect the said Commission, its legal successor and representative, from all liability in the premises and

## PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1544

from all loss or expense of any kind, including all costs of court and attorney's fees, made necessary or arising from the failure, refusal, or neglect of the aforesaid Principal to comply with all the obligations assumed by said Principal or any subcontractors in connection with the performance of said Contract and all such modifications thereof; and also, if the Principal shall deliver all Work called for by said Contract of the Principal with the Commission, free and clear of any and all claims, liens and expenses of any kind or nature whatsoever, and in accordance with the terms and provisions of said Contract, and any and all modifications of said Contract; then, this said Bond shall become null and void; otherwise it shall remain in full force and effect.

The Surety does further hereby consent and yield to the jurisdiction of the State Civil Courts of the County of Cook, City of Chicago, and State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the residence elsewhere of the Surety. The Principal and Surety severally and jointly agree that this Bond, and the undertakings contained herein, are also for the benefit of any and all subcontractors and other persons furnishing materials, labor, facilities, or services to the Principal or for the performance by the Principal of said Contract with the Commission as originally executed by said Principal and the Commission or as thereafter modified, and that any such subcontractor or persons furnishing labor, materials, facilities, or services may bring suit on this Bond, or any undertaking herein contained, in the name of the Commission against the said Principal and Surety or either of them.

It is expressly understood and agreed that this Bond, in the penal sum of One Million Four Hundred and One Thousand Six Hundred Fifty Dollars and No Cents (1,401,650.00), shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

No modifications, omissions, or additions, in or to the terms of said Contract, the plans or specifications, or in the manner and mode of payment shall in any manner affect the obligations of the Surety in connection with aforesaid Contract. Notice to the Surety of any and all modifications in said Contract of the Principal with the Commission and of any additions or omissions to or from said Contract are hereby expressly waived by the Surety.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. C1544

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this July 13, 2012, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

\_\_\_\_\_  
Name

BY \_\_\_\_\_ (Seal)  
Individual Principal

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Individual Principal

\_\_\_\_\_  
City State

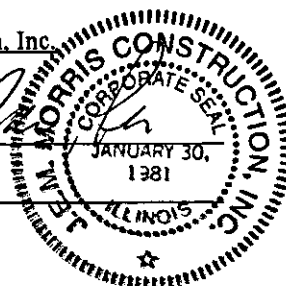
**CORPORATE SEAL**

ATTEST:

BY [Signature]  
Secretary  
Title

J.E.M. Morris Construction, Inc.  
Corporate Principal

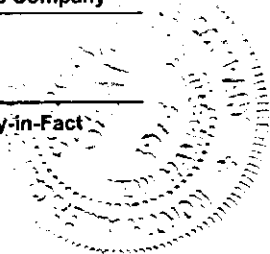
BY [Signature]  
President  
Title



49W102 U.S. Hwy 30  
Big Rock, IL 60511

BY [Signature]  
2626 49th Drive, Franksville, WI 53126  
(262) 835-9576  
Business Address & Telephone

North American Specialty Insurance Company  
Corporate Surety  
[Signature]  
Title Thomas O. Chambers, Attorney-in-Fact  
CORPORATE SEAL



**FOR CLAIMS (Please Print):**

Contact Name: Joshua Johnson

Business Address: 650 Elm Street, Manchester, NH 03101

Telephone: (847) 273-1210 Fax: (847) 273-1240

The rate of premium of this Bond is \$ 10.80 first \$500,000 / \$6.72 thereafter per thousand. \*\*  
Total amount of premium charged is \$ 11,459.00 \*\*

\* The current power of attorney for the persons who sign for any surety company shall be attached to this Bond. Such power of attorney shall be sealed and certified with a "first-hand signature" by an officer of the surety. The Commission will not accept a facsimile signature.



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. C1544

\*\* Must be filled in by the Corporate Surety.

**BOND APPROVAL**

BY  
  
Secretary,  
Public Building Commission of Chicago

**CERTIFICATE AS TO CORPORATE SEAL**

I, Sean Ellen Morris, certify that I am the \_\_\_\_\_ Secretary of J.E.M. Morris Construction Inc. corporation named as Principal in the foregoing performance and payment bond, that Sean Ellen Morris who signed on behalf of the Principal was then President of said corporation; that I know this person's signature, and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by authority of its governing body.

Dated this 16<sup>th</sup> day of July ~~2009~~ 2012

CORPORATE SEAL



NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

THOMAS O. CHAMBERS, TODD SCHAAP and KIMBERLY S. RASCH

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature] David M. Layman, Senior Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 15th day of September, 2011.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

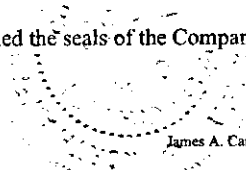
On this 15th day of September, 2011, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Senior Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] D. Jill Nelson, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 13th day of July, 2012



[Signature] James A. Carpenter


James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

STATE OF WISCONSIN )

COUNTY OF Racine )

ON THIS 13th day of July, 2012,

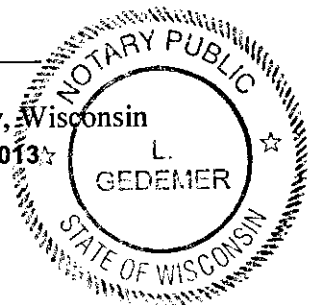
before me, a notary public, within and for said County and State, personally appeared Thomas O. Chambers to me personally known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of and for the North American Specialty Insurance Company, a corporation of New Hampshire, created, organized and existing under and by virtue of the laws of the State of New Hampshire; that the corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said Thomas O. Chambers did acknowledge that he/she executed the said instrument as the free act and deed of said Company.



L. Gedemer

Notary Public, Racine County, Wisconsin

My Commission Expires 2/10/2013



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.C1544

**DOUGLAS PARK ARTIFICIAL TURF FIELD**

**Document Submittal Checklist**

Two originals of the following documents are required at the time of bid opening. Please ensure that you have completed the forms and indicate such by placing an "X" next to each completed item:

1.  Contractor's Bid
2.  Bid Guarantee
3.  Acceptance of the Bid
4.  Basis of Award (Award Criteria)
5.  Unit Prices (If applicable)
6.  Affidavit of Non-Collusion
7.  Schedule B – Affidavit of Joint Venture (if applicable)
8.  Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
9.  Schedule E – Request for Waiver from MBE/WBE Participation (if applicable)
10.  Affidavit of Uncompleted Work
11.  Proof of Ability to Provide Bond
12.  Proof of Ability to Provide Insurance
13.  General Contractor's License
14.  **Disclosure of Retained Parties** (The apparent low and the apparent 2<sup>nd</sup> low bidder must submit a fully executed Disclosure of Retained Parties within 5 days after bid opening).

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.C1544

DOUGLAS PARK ARTIFICIAL TURF FIELD

**EXHIBIT #1**

**Illinois Department of Labor Prevailing Rates of Hourly Wages For Cook County**

**Cook County Prevailing Wage for June 2012**

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	ALL			35.200	35.700	1.5	1.5	2.0	12.18	8.820	0.000	0.450
ASBESTOS ABT-MEC	BLD			32.850	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.720
BOILERMAKER	BLD			43.450	47.360	2.0	2.0	2.0	6.970	14.66	0.000	0.350
BRICK MASON	BLD			39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
CARPENTER	ALL			40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
CEMENT MASON	ALL			41.850	43.850	2.0	1.5	2.0	10.70	10.76	0.000	0.320
CERAMIC TILE FNSHER	BLD			33.600	0.000	2.0	1.5	2.0	9.200	6.680	0.000	0.580
COMM. ELECT.	BLD			36.440	38.940	1.5	1.5	2.0	8.420	8.910	0.000	0.700
ELECTRIC PWR EQMT OP	ALL			41.850	46.850	1.5	1.5	2.0	10.27	13.01	0.000	0.320
ELECTRIC PWR GRNDMAN	ALL			32.640	46.850	1.5	1.5	2.0	8.000	10.12	0.000	0.240
ELECTRIC PWR LINEMAN	ALL			41.850	46.850	1.5	1.5	2.0	10.27	13.01	0.000	0.320
ELECTRICIAN	ALL			40.400	43.000	1.5	1.5	2.0	13.83	7.920	0.000	0.750
ELEVATOR CONSTRUCTOR	BLD			48.560	54.630	2.0	2.0	2.0	11.03	11.96	2.910	0.000
FENCE ERECTOR	ALL			32.660	34.660	1.5	1.5	2.0	12.42	10.00	0.000	0.250
GLAZIER	BLD			38.500	40.000	1.5	2.0	2.0	11.49	14.64	0.000	0.840
HT/FROST INSULATOR	BLD			43.800	46.300	1.5	1.5	2.0	10.82	11.86	0.000	0.720
IRON WORKER	ALL			40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
LABORER	ALL			35.200	35.950	1.5	1.5	2.0	12.18	8.820	0.000	0.450
LATHER	ALL			40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
MACHINIST	BLD			43.160	45.160	1.5	1.5	2.0	7.980	8.950	0.000	0.000
MARBLE FINISHERS	ALL			29.100	0.000	1.5	1.5	2.0	9.300	11.17	0.000	0.660
MARBLE MASON	BLD			39.030	42.930	1.5	1.5	2.0	9.300	11.17	0.000	0.730
MATERIAL TESTER I	ALL			25.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MATERIALS TESTER II	ALL			30.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MILLWRIGHT	ALL			40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
OPERATING ENGINEER	BLD 1			45.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD 2			43.800	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD 3			41.250	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD 4			39.500	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD 5			48.850	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD 6			46.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD 7			48.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	FLT 1			51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 2			49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 3			44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 4			36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 1			43.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 2			42.750	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 3			40.700	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 4			39.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 5			38.100	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 6			46.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 7			44.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
ORNAMNTL IRON WORKER	ALL			40.200	42.700	2.0	2.0	2.0	12.67	15.61	0.000	0.500
PAINTER	ALL			38.000	42.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.C1544

**DOUGLAS PARK ARTIFICIAL TURF FIELD**

PAINTER SIGNS	BLD	33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILED RIVER	ALL	40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
PIPEFITTER	BLD	44.050	47.050	1.5	1.5	2.0	8.460	13.85	0.000	1.820
PLASTERER	BLD	39.250	41.610	1.5	1.5	2.0	10.60	10.69	0.000	0.550
PLUMBER	BLD	44.750	46.750	1.5	1.5	2.0	11.59	9.060	0.000	0.780
ROOFER	BLD	37.650	40.650	1.5	1.5	2.0	8.380	6.820	0.000	0.430
SHEETMETAL WORKER	BLD	40.560	43.800	1.5	1.5	2.0	9.880	16.54	0.000	0.630
SIGN HANGER	BLD	29.460	29.960	1.5	1.5	2.0	4.800	2.980	0.000	0.000
SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	9.750	8.200	0.000	0.450
STEEL ERECTOR	ALL	40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
STONE MASON	BLD	39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
TERRAZZO FINISHER	BLD	35.150	0.000	1.5	1.5	2.0	9.200	9.070	0.000	0.430
TERRAZZO MASON	BLD	39.010	42.010	1.5	1.5	2.0	9.200	10.41	0.000	0.510
TILE MASON	BLD	40.490	44.490	2.0	1.5	2.0	9.200	8.390	0.000	0.640
TRAFFIC SAFETY WRKR	HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	E ALL 1	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCK POINTER	BLD	39.950	40.950	1.5	1.5	2.0	8.180	10.57	0.000	0.790

Legend:

RG (Region)

TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

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Pensn (Pension)

Vac (Vacation)

Trng (Training)

**Explanations**

COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or

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similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

### COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes



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for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

**MATERIAL TESTER I:** Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

**MATERIAL TESTER II:** Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

**OPERATING ENGINEER - BUILDING**

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including ¾ cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including ¾ cu yd.); Oilers; and Brick Forklift.

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Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

**OPERATING ENGINEERS - HIGHWAY CONSTRUCTION**

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip -

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Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size): Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

**OPERATING ENGINEER - FLOATING**

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

**TERRAZZO FINISHER**

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

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### TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not

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listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

**LANDSCAPING**

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

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**EXHIBIT #2 INSURANCE REQUIREMENTS**

The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. Unless otherwise noted below, the insurance must remain in effect from: the date of the notice to proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Contractor returns to perform additional work regarding warranties or for any other purpose, unless otherwise noted below or agreed by the Public Building Commission's Director of Risk Management.

**INSURANCE TO BE PROVIDED**

**1) Workers' Compensation and Employers Liability (Primary and Umbrella)**

Workers' Compensation Insurance as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness or disease. Coverage will include a waiver of subrogation as required below.

**2) Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations to be maintained for minimum of two (2) years following project completion, explosion, collapse, underground hazards, defense and contractual liability. Contractor and all subcontractors of every tier will specifically name the Public Building Commission of Chicago, the Chicago Park District and the City of Chicago as Additional Insured using the ISO CG2010 and CG2037. Additional Insured status will be on a primary, non-contributory basis for any liability arising directly or indirectly from the work, including the two year completed operations periods. Coverage will include a waiver of subrogation as required below.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

**3) Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago, the Chicago Park District and the City of Chicago are to be named as Additional Insured on a primary, non-contributory basis.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein

**4) Contractors Pollution Liability**

Contractors Pollution coverage is required with limits of not less than \$2,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. The contractor pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of Contractor and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or

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viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include the Public Building Commission of Chicago, the Chicago Park District and the City of Chicago as Additional Insured. These entities must be specifically named and endorsed on the policy. Additional Insured coverage must be on a primary and non-contributory basis for ongoing and completed operations. Coverage will include a waiver of subrogation as required below.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

### 5) Professional Liability

When Architect performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$1,000,000 covering acts, errors, or omissions. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. Coverage must be maintained for two years after substantial completion. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

Subcontractors performing work for Architect must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

### 6) Builders Risk

Contractor must provide All Risk Builders Risk Insurance on a replacement cost basis including but not limited to all labor, materials, supplies, equipment, machinery and fixtures that are or will be permanent part of the facility. Coverage must be on an All Risk or Cause of Loss, Special Form basis including, but not limited to, the following: right to partial or complete occupancy, collapse; water damage including overflow, leakage, sewer backup, or seepage; resulting damage from faulty or defective workmanship or materials; resulting damage from error or omission in design, plans or specifications; debris removal; Ordinance and Law and include damage to, false work, fences, temporary structures and equipment stored off site or in transit. The policy will allow for partial or complete occupancy and include damage to existing property at the site with a sublimit of \$1,000,000.

The Public Building Commission of Chicago, the Board of Education of the City of Chicago and the Chicago Park District will be Named Insured on the policy. Coverage must be for the full completed value of the work and must remain in place until at least Substantial Completion and **may only be cancelled with the written permission** of the Public Building Commission Risk Management Department, even if the Project has been put to its intended use.

The Contractor is responsible for all loss or damage to personal property including but not limited to materials, equipment, tools, scaffolding and supplies owned, rented, or used by Contractor.

### 7) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad/transit entity for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. If no Railroad Protective Liability insurance is required by the nearby railroads, Contractor shall submit written confirmation from each railroad.

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### B. ADDITIONAL REQUIREMENTS

Contractor must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if any insurance policy has an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance to the Public Building Commission prior to Contract award. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Commission to obtain certificates or other insurance evidence from Contractor is not a waiver by the Commission of any requirements for the Contractor to obtain and maintain the specified insurance. The Contractor will advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this contract. Non-fulfillment of the insurance conditions may constitute a breach of the Contract, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The insurance must provide for 30 days prior written notice to be given to the Commission in the event coverage is substantially changed, canceled, or non-renewed.

The Public Building Commission of Chicago reserves the right to obtain copies of insurance policies and records

Any deductibles or self-insured retentions on referenced insurance must be borne by Contractor. All self insurance, retentions and/or deductibles must conform to these requirements.

The Contractor waives and agrees to cause all their insurers to waive their rights of subrogation against the Public Building Commission of Chicago, the Chicago Park District and the City of Chicago, their respective Board members, employees, elected officials, officers, or representatives.

The insurance coverage and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Public Building Commission of Chicago, the Chicago Park District and the City of Chicago will not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a Named Insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the insurance for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost

Contractor must submit the following at the time of award:

1. Standard ACORD form Certificate of Insurance issued to the Public Building Commission of Chicago as Certificate Holder including:



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No.C1544

**DOUGLAS PARK ARTIFICIAL TURF FIELD**

- a. All required entities as Additional Insured
  - b. Evidence of waivers of subrogation
  - c. Evidence of primary and non-contributory status
2. All required endorsements including the CG2010 and CG2037

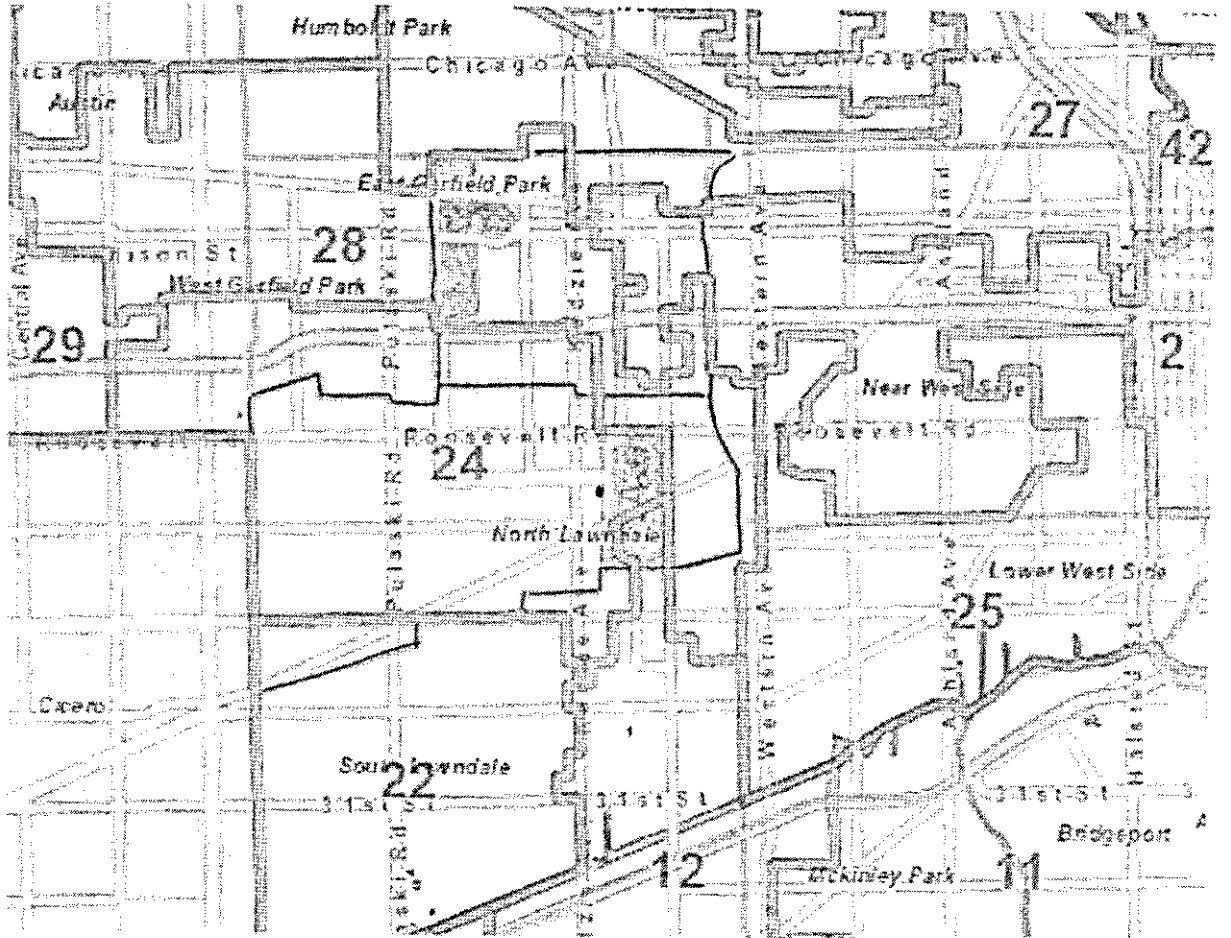
The Public Building Commission's Director of Risk Management maintains the rights to modify, delete, alter or change these requirements.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No.C1544

DOUGLAS PARK ARTIFICIAL TURF FIELD

EXHIBIT # 3 COMMUNITY AREA MAP



# SHOREWEST

Surety Services, Inc.

June 22, 2012

**RE: J.E.M. Morris Construction, Inc.**

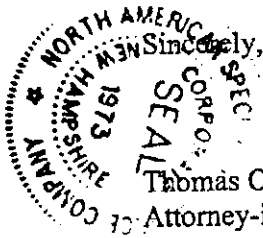
To Whom It May Concern:

Please be advised that North American Specialty Insurance Company of Manchester, NH has had the continuing privilege of providing bonding support to **J.E.M. Morris Construction, Inc.** of Big Rock, IL. We currently have a single bonding limit of \$4,000,000 and aggregate limitation of \$8,000,000. **By no means do these limits constitute maximums, as we will consider larger projects at the time a request is submitted to our company.**

We are of the opinion that **J.E.M. Morris Construction, Inc.** is one of the finest and best managed contracting firms in the industry. They have consistently handled each of their projects in a professional manner and all projects have been satisfactorily completed.

We anticipate no problems in providing the necessary Payment and Performance Bonds on their behalf for the any project after reviewing contract documents and current underwriting information.

Please feel free to contact us with any questions or comments.



Thomas O. Chambers  
Attorney-in-Fact  
North American Specialty Insurance Company



2626 49th Drive, Franksville, WI 53126  
PHONE: 262.835.9576 or 800.264.1634  
FAX: 262.835.9649  
WEBSITE: [www.shorewestsurety.com](http://www.shorewestsurety.com)



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: SG

DATE (MM/DD/YYYY)

06/25/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JOHN J. MATSOCK & ASSOC. INC. 1750 N WASHINGTON ST NAPERVILLE, IL 60563 Steven L. Monteith	630-505-7888	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	JEMMO-1
INSURED J.E.M. Morris Construction Inc ARC Leasing, LLC 49W102 Route 30 Big Rock, IL 60511		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Selective Insurance	19259
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		S1855069	05/01/12	05/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/ AGG \$ 2,000,000 EBL \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS		S1855069	05/01/12	05/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		S1855069 S1855069	05/01/12 05/01/12	05/01/13 05/01/13	\$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$		S1855069	05/01/12	05/01/13	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC7952902	05/01/12	05/01/13	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equip Floater		S1855069	05/01/12	05/01/13	\$2000 Ded 679,852
A	Lease/Rent Equip		S1855069	05/01/12	05/01/13	\$2000 Ded 180,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
"BIDDING PURPOSES ONLY"

**CERTIFICATE HOLDER**

ILLUST-

\*\*\*\*\*ILLUSTRATION\*\*\*\*\*

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Steven L. Monteith*

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**CITY OF CHICAGO**

**LICENSE CERTIFICATE**

NON-TRANSFERABLE

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING SPECIFIED LICENSE IS HEREBY GRANTED TO

NAME: J.E.M. MORRIS CONSTRUCTION INC  
DBA: J.E.M. MORRIS CONSTRUCTION INC  
AT: 49 W. 102 US ROUTE 30  
BIG ROCK, IL 60511  
1ST

LICENSE NO.: 57348  
LICENSE: Limited Business License

CODE: 1010

FEE: \$\*\*\*\*250.00

This license is a privilege granted and not a property right. This license is the property of the City of Chicago.

PRESIDENT: JEAN ELLEN M. MORRIS  
SECRETARY: JEAN ELLEN M. MORRIS

PRINTED ON: 02/07/2012

\$\*\*\*\*250.00

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION THEREFOR, AND MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES GOVERNMENT, STATE OF ILLINOIS, COUNTY OF COOK, CITY OF CHICAGO AND ALL AGENCIES THEREOF.

WITNESS THE HAND OF THE MAYOR OF SAID CITY AND THE CORPORATE SEAL THEREOF

THIS 15 DAY OF MARCH, 2012

EXPIRATION DATE: March 15, 2014

ATTEST:



*Rahn Emanuel*  
MAYOR

*Suzanne A. Mendoza*  
CITY CLERK

ACCOUNT NO: 40239 SITE: 1  
TRANS NO.



THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE LICENSED PREMISES.



ILLINOIS

Pat Quinn, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

August 18, 2011

Jean Ellen M Morris  
J E M Morris Construction Inc  
49w102 Us Highway 30  
Big Rock, IL 60511-9783

Certification Expires: June 30, 2012

Re: FBE Recognition Certification Approval  
(Women Business Development Center)

Dear Business Owner:

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a female business enterprise (FBE) under the Business Enterprise Program for Minorities, Females, and Persons with Disabilities.

BEP accepts the Women Business Development Center's (WBDC) certification regarding your business status. This outside certification is in effect with the State of Illinois as long as it is valid with WBDC.

At least 60 days prior to the anniversary day of your certification, you will be notified by BEP to update your certification as a condition of continued certification. In addition, should any changes occur in ownership and/or control of the business or other changes affecting the firm's operations, you are required to notify BEP within two weeks. Failure to notify our office of any such changes will result in decertification of your firm.

Please keep in mind that, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Currently, your firm's name appears in the State's Directory as a certified vendor with BEP. As you may know, State of Illinois Agencies and State Universities have a spending goal established with BEP-certified companies.

Please visit our website at [www.sell2.illinois.gov](http://www.sell2.illinois.gov) to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service that you may provide.

Thank you for your participation in BEP. The State of Illinois values its relationship with small and diverse businesses and looks forward to do business with your company. For further information or if you have any questions, please call (312) 814-4190, Toll-free (800) 356-9206, Hearing Impaired (800) 526-0844.

Sincerely,

Ruddy I. Ortiz  
Deputy Director  
Business Enterprise Program

(L23)

100 W Randolph St., Suite 4-400, Chicago, IL 60601

Printed on Recycled Paper



**NOTEPAD**

INSURED'S NAME J.E.M. Morris Construction Inc

JEMMO-1  
OP ID: SG

PAGE 2  
DATE 07/24/12

Pollution Liability Coverage  
Effective 7/23/12 - 7/23/13  
\$2M Occurrence  
\$2M Aggregate  
Homeland Insurance Co.  
Policy #793-00-07-85-0000



**NOTEPAD:**

HOLDER CODE  
INSURED'S NAME J.E.M. Morris Construction Inc

JEMMO-1  
OP ID: SG

PAGE 3  
DATE 07/24/12

WAIVER OF SUBROGATION APPLIES TO THE GENERAL LIABILITY  
AND WORKERS COMPENSATION.

"THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED  
HEREIN IS SUBJECT TO THE TERMS AND CONDITIONS OF  
SUCH POLICIES"