

# BOOK 1

DESIGN-BUILD AGREEMENT BETWEEN  
PUBLIC BUILDING COMMISSION  
AND  
**UJAMAA POWER II**  
a Project Specific JOINT VENTURE

CONTRACT NO. PS2096

**SOUTH SIDE HIGH SCHOOL**  
6835 SOUTH NORMAL BOULEVARD  
CHICAGO, IL 60621  
PROJECT #05185

PUBLIC BUILDING COMMISSION OF CHICAGO



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**Chairman**

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JUNE 2017

## DESIGN-BUILD AGREEMENT BETWEEN COMMISSION AND DESIGN-BUILDER

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## **ARTICLE 1**

### **AGREEMENT**

This Agreement is made as of this 19th day of October in the year 2017 (the "Effective Date"), by and between the Public Building Commission of Chicago, a municipal corporation and body politic organized and operating under the Constitution of the State of Illinois ("Commission") and Ujamaa Power II a Project Specific Joint Venture for services in connection with the following Project:

SOUTH SIDE HIGH SCHOOL  
6835 SOUTH NORMAL BOULEVARD  
CHICAGO, IL 60621  
PROJECT #05185

## **ARTICLE 2**

### **GENERAL PROVISIONS**

2.1 RELATIONSHIP The Commission and the Design-Builder agree to proceed with the Project on the basis of trust, good faith, and fair dealing and shall take all actions reasonably necessary to perform this Agreement in an economical and timely manner, including consideration of design modifications and alternative materials or equipment that will permit the Scope of Work to be constructed within the Guaranteed Maximum Price (GMP) and by the Dates of Substantial Completion and Final Completion for the Scope. The Design-Builder agrees to procure or furnish, as permitted by the laws of Illinois, the design phase services and construction phase services as set forth below.

2.1.1 The Design-Builder represents that it is an independent contractor and that it is familiar with the type of work it is undertaking.

2.2.2 Neither the Design-Builder nor any of its agents or employees shall act on behalf of or in the name of the Commission unless authorized in writing by the Commission's Representative.

2.1.3 The Commission and the Design-Builder shall perform their obligations with integrity, ensuring at a minimum that:

2.1.3.1 Conflicts of interest shall be avoided or disclosed promptly to the other Party; and

2.1.3.2 The Design-Builder and the Commission warrant that they have not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including their agents, officers and employees, Subcontractors or others for whom they may be liable, to secure preferential treatment.

2.2 ARCHITECT/ENGINEER Architectural and engineering services shall be procured from licensed, independent design professionals retained by the Design-Builder or furnished by licensed employees of the Design-Builder, as permitted by the law of the State of Illinois. The person or

entity providing architectural and engineering services shall be referred to as the Architect/Engineer. If the Architect/Engineer is an independent design professional, the architectural and engineering services shall be procured pursuant to a separate agreement between the Design-Builder and the Architect/Engineer. The Architect of Record for the Project is Moody Nolan.

**2.3 EXTENT OF AGREEMENT** This Agreement is solely for the benefit of the Parties, represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations or agreements, either written or oral. The Commission and the Design-Builder agree to look solely to each other with respect to the performance of the Agreement. The Agreement and each and every provision are for the exclusive benefit of the Commission and the Design-Builder and not for the benefit of any third party nor any third party beneficiary except to the extent expressly provided in the Agreement.

## **2.4 DEFINITIONS**

**2.4.1** The Contract Documents consist of:

- a. Change Orders and written amendments to this Agreement including exhibits and appendices, signed by both the Commission and the Design-Builder;
- b. this Agreement except for the existing Contract Documents set forth in item e. below;
- c. the most current documents approved by the Commission;
- d. the information provided by the Commission pursuant to Clause 4.1.2.1;
- e. the Contract documents in existence at the time of execution of this Agreement which are set forth in Article 16; and
- f. the Commission's Program provided pursuant to Subparagraph 4.1.1.

In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the order in which they are listed above; further, Book 1 will govern over Book 2.

**2.4.2** The term Day shall mean calendar day, unless otherwise specifically defined.

**2.4.3** Design-Builder's Fee means the compensation paid to the Design-Builder for salaries and other mandatory or customary compensation of the Design-Builder's employees at its principal and branch offices except employees listed in Subparagraph 8.2.2, general and administrative expenses of the Design-Builder's principal and branch offices other than the field office, and the Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work, and profit.

**2.4.4** Defective Work is any portion of the Work not in conformance with the Contract Documents as more fully described in Article 3.

**2.4.5** The term fast-track means accelerated scheduling which involves expedited permitting, project phasing early bid package procurement specifically related to long lead material, and working extended hours, shifts, and weekends as necessary.

2.4.6 Final Completion and Acceptance of the Work means the last date on which all of the following events have occurred: all Work, including punch-list work, has been completed by the Design-Builder in accordance with the Contract Documents, approved by the Architect/Engineer, and accepted by the Commission; Design-Builder's LEED responsibilities have been completed and approved by the Architect/Engineer; all deliverables, including closeout documentation such as warranties, record documents, as-builts, etc. have been submitted by the Design-Builder and approved by the Architect/Engineer; and all other contractual requirements for final payment have been completed.

2.4.7 A Material Supplier is a party or entity retained by the Design-Builder to provide material and equipment for the Work.

2.4.8 Others means other contractors and all persons at the Worksite who are not employed by Design-Builder, its Subcontractors or Material Suppliers.

2.4.9 The term Overhead shall mean 1) payroll costs and other compensation of Contractor employees in the Contractor's principal and branch offices; 2) general and administrative expenses of the Contractor's principal and branch offices including deductibles paid on any insurance policy, charges against the Contractor for delinquent payments, and costs related to the correction of defective work; and 3) the Contractor's capital expenses, including interest on capital used for the Work.

2.4.10 The Commission is the person or entity identified as such in this Agreement and includes the Commission's Representative.

2.4.11 The Commission's Program is an initial description of the Commission's objectives, that may include budget and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

2.4.12 The Project as identified in Article 1, is the building, facility or other improvements for which the Design-Builder is to perform the Work under this Agreement. It may also include improvements to be undertaken by the Commission or Others.

2.4.13 A Subcontractor, vendor, or supplier is a party or entity retained by the Design-Builder as an independent contractor to provide the onsite labor, materials, equipment or services necessary to complete a specific portion of the work. The term Subcontractor does not include the Architect/Engineer or any separate contractor employed by the Commission or any separate contractor's subcontractor.

2.4.14 Substantial Completion of the Work, designated portions of the Work, occur on the date when the Design-Builder's obligations are sufficiently complete in accordance with the Contract Documents, inspected and approved, in writing, by the Architect/Engineer, and accepted by the Commission such that the User can occupy the Project without disruption.

2.4.15 Terrorism means a violent act, or an act that is dangerous to human life, property or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any

government by coercion. Terrorism includes but is not limited to, any act certified by the United States Secretary of Treasury as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.4.16 The Work is the Design Phase services procured or furnished in accordance with Paragraph 3.1, the GMP Proposal provided in accordance with Paragraph 3.2, the Construction Phase services provided in Paragraph 3.3, additional services that may be provided in accordance with Paragraph 3.10, and other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.

2.4.17 Deliverables are any and all documents, including but not limited to plans, specifications, drawings, and reports prepared by the Design-Builder in the performance of the Work.

2.4.18 Worksite means the geographic area at the location mentioned in Article 1 where the Work is to be performed.

2.4.19 User Agency means the unit of local government on the behalf of which the Commission is undertaking the design and construction of the Project.

2.4.20 Construction and all references to construction contained herein means abatement, site remediation, excavation, demolition, backfill, and required site improvement work.

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## ARTICLE 3

### DESIGN-BUILDER'S RESPONSIBILITIES

The Design-Builder shall be responsible for procuring or furnishing the design and for the construction of the Work consistent with the Commission's Program, as such Program may be modified by the Commission during the course of the Work. The Design-Builder shall exercise reasonable skill and judgment in the performance of its services consistent with the team relationship described in Paragraph 2.1, but does not warrant nor guarantee schedules and estimates other than those that are part of the GMP proposal. The Design-Builder shall at all times comply in letter and spirit with, and demonstrate good faith efforts to achieve, the affirmative action goals of the Commission and its User Agency, as those goals may be set forth in the MBE/WBE Special Conditions for Design Build Contracts, Book 2, Article 23, attached hereto and incorporated by reference herein, and in any other terms and provisions of this Agreement.

3.1 DESIGN PHASE SERVICES. In addition to the Design Phase Services set forth below, the Design-Builder shall provide those design services specified in Exhibit 1 - Design Builder Design Services, attached hereto and incorporated by reference herein.

3.1.1 PRELIMINARY EVALUATION The Design-Builder shall review the Commission's Program to ascertain the requirements of the Project and shall verify such requirements with the Commission. The Design-Builder's review shall also provide to the Commission a preliminary evaluation of the site with regard to access, drainage, building placement and other considerations affecting the building, the environment and energy use, as well as information regarding applicable governmental laws, regulations and requirements. The Design-Builder shall also propose alternative architectural, civil, structural, mechanical, electrical and other systems for review by the Commission, to determine the most desirable approach on the basis of costs, technology, quality and speed of delivery. Based upon its review and verification of the Commission's Program and other relevant information the Design-Builder shall provide a Preliminary Evaluation of the Project's feasibility for the Commission's acceptance. The Design-Builder's Preliminary Evaluation shall specifically identify any deviations from the Commission's Program.

3.1.2 PRELIMINARY SCHEDULE The Design-Builder shall prepare a preliminary schedule of the Work. The Commission shall provide written approval of milestone dates established in the preliminary schedule of the Work. The schedule shall show the activities of the Commission, the Architect/Engineer and the Design-Building necessary to meet the Commission's completion requirements. The schedule shall be updated periodically with the level of detail for each schedule update reflecting the information then available. If an update indicates that a previously approved schedule will not be met, the Design-Builder shall recommend corrective action to the Commission in writing.

3.1.3 PRELIMINARY ESTIMATE When sufficient Project Information has been identified, the Design-Builder shall prepare for the Commission's acceptance a preliminary estimate utilizing area, volume or similar conceptual estimating techniques. The estimate shall be updated periodically with the level of detail for each estimate update reflecting the information then available. If the preliminary estimate or any update exceeds the Commission's budget, the Design-Builder shall make recommendations to the Commission.

3.1.4 SCHEMATIC DESIGN DOCUMENTS The Design-Builder shall submit for the Commission's

written approval Schematic Design Documents, based on the agreed upon Preliminary Evaluation. Schematic Design Documents shall include drawings, outline specifications and other conceptual documents illustrating the Project's basic elements, scale, and their relationship to the Worksite. One set of these documents shall be furnished to the Commission. When the Design-Builder submits the Schematic Design Documents the Design-Builder shall identify in writing all material changes and deviations that have taken place from the Design-Builder's Preliminary Evaluation, schedule and estimate. The Design-Builder shall update the preliminary schedule and estimate based on the Schematic Design Documents.

3.1.5 PLANNING PERMITS The Design-Builder shall obtain and the Commission shall pay for all planning permits necessary for the construction of the Project.

3.1.6 DESIGN DEVELOPMENT DOCUMENTS The Design-Builder shall submit for the Commission's written approval Design Development Documents based on the approved Schematic design Documents. The Design Development Documents shall further define the Project including drawings and outline specifications fixing and describing the Project size and character as to site utilization, and other appropriate elements incorporating the structural, architectural, mechanical and electrical systems. One set of these documents shall be furnished to the Commission. When the Design-Builder submits the Design Development Documents, the Design-Builder shall identify in writing all material changes and deviations that have taken place from the Schematic Design Documents. The Design-Builder shall update the schedule and estimate based on the Design Development.

3.1.7 CONSTRUCTION DOCUMENTS The Design-Builder shall submit for the Commission's written approval Construction Documents based on the approved Design Development Documents. The Construction Documents shall set forth in detail the requirements for construction of the Work, and shall consist of drawings and specifications based upon codes, laws and regulations enacted at the time of their preparation. When the Design-Builder submits the Construction Documents, the Design-Builder shall identify in writing all material changes and deviations that have taken place from the Design Development Documents. Construction shall be in accordance with these approved Construction Documents. One set of these documents shall be furnished to the Commission prior to commencement of construction. If GMP has not been established the Design-Builder shall prepare a further update of the schedule and estimate based on the Construction Documents.

### 3.1.8 OWNERSHIP OF DOCUMENTS

3.1.8.1 OWNERSHIP OF DRAWINGS AND DOCUMENTS All Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to Design-Builder under this Agreement are property of the Commission, including all copyrights inherent in them or their preparation. During performance of the Work, Design-Builder is responsible for any loss or damage to the Deliverables, data, findings or information while in Design-Builder's or any subcontractor's possession.

Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of the Design-Builder. If not restorable, Design-Builder



must bear the cost of replacement and of any loss suffered by the Commission.

- 3.1.8.2 **COPYRIGHT** Design-Builder and the Commission agree that, to the extent permitted by law, the Deliverables to be produced by Design-Builder at the Commission's instance and expense under this Agreement are conclusively considered "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 *et seq.*, and that the Commission will be the sole copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.

To the extent that any Deliverable does not qualify as a "work made for hire," Design-Builder hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the Commission, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the Commission under this Agreement, and all goodwill relating to them, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. Design-Builder will, and will cause all of its subconsultants and subcontractors, employees, agents and other persons within its control to execute all documents and perform all acts that the Commission may reasonably request in order to assist the Commission in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the Commission. Design-Builder warrants to the Commission, its successors and assigns, that on the date of transfer Design-Builder is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Design-Builder further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or non-exclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Design-Builder warrants and represents that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

- 3.1.8.3 **USE OF DOCUMENTS IN EVENT OF TERMINATION** In the event of a termination of this Agreement pursuant to Article 12, the Commission shall have the right to use, to reproduce, and to make derivative works of the Documents to complete the Project, regardless of whether there has been a transfer of copyright under Subparagraph 3.1.8.2, provided payment has been made pursuant to Paragraph 3.1.8.1.

- 3.1.8.4 **COMMISSION'S USE OF DOCUMENTS AFTER COMPLETION OF PROJECT** After completion of the Project, the Commission may reuse, reproduce or make derivative works from the Documents solely for the purposes of maintaining, renovating, remodeling or expanding the Project at the Worksite.

The Commission's use of the Documents without the Design-Builder's involvement

or on other projects is at the Commission' sole risk, except for the Design-Builder's indemnification obligations pursuant to Paragraph 11.6.

3.1.8.5 DESIGN-BUILDER'S USE OF DOCUMENTS Where the Design-Builder has transferred its copyright interest in the Documents under Subparagraph 3.1.8.1, the Design-Builder may reuse Documents prepared by it pursuant to this Agreement in its practice, but only in their separate constituent parts and not as a whole.

3.1.8.6 The Design-Builder shall obtain from its Architect/Engineer, Subcontractors and consultants rights and rights of use that correspond to the rights given by the Design-Builder to the Commission in this Agreement, and the Design-Builder shall provide evidence that such rights have been secured.

3.1.9 CONSTRUCTION DOCUMENTS The Design-Builder shall submit for the Commission's written approval Construction Documents for permitting, procurement, and construction based on the approved Scope and Performance Criteria Documents. The Construction Documents shall set forth in detail the requirements for construction of the Work, and shall consist of drawings and specifications based upon codes, laws and regulations enacted at the time of their preparation. When the Design-Builder submits the Construction Documents, the Design-Builder shall identify in writing all material changes and deviations that have taken place from the Scope and Performance Criteria Documents. Construction shall be in accordance with these approved Construction Documents. One set of these documents shall be furnished to the Commission prior to commencement of construction. The Design-Builder shall provide a final GMP for each Scope of Work and a final update of the schedule with the Construction Documents for each Scope of Work.

#### 3.1.10 OWNERSHIP OF DOCUMENTS

3.1.10.1 OWNERSHIP OF DRAWINGS AND DOCUMENTS All Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to Design-Builder under this Agreement are property of the Commission, including all copyrights inherent in them or their preparation. During performance of the Work, Design-Builder is responsible for any loss or damage to the Deliverables, data, findings or information while in Design-Builder's or any subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of the Design-Builder. If not restorable, Design-Builder must bear the cost of replacement and of any loss suffered by the Commission.

3.1.10.2 COPYRIGHT Design-Builder and the Commission agree that, to the extent permitted by law, the Deliverables to be produced by Design-Builder at the Commission's instance and expense under this Agreement are conclusively considered "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 *et seq.*, and that the Commission will be the sole copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.

To the extent that any Deliverable does not qualify as a “work made for hire,” Design-Builder hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the Commission, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the Commission under this Agreement, and all goodwill relating to them, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. Design-Builder will, and will cause all of its subconsultants and subcontractors, employees, agents and other persons within its control to execute all documents and perform all acts that the Commission may reasonably request in order to assist the Commission in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the Commission. Design-Builder warrants to the Commission, its successors and assigns, that on the date of transfer Design-Builder is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Design-Builder further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or non-exclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Design-Builder warrants and represents that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

**3.1.10.3 USE OF DOCUMENTS IN EVENT OF TERMINATION** In the event of a termination of this Agreement pursuant to Article 12, the Commission shall have the right to use, to reproduce, and to make derivative works of the Documents to complete the Project, regardless of whether there has been a transfer of copyright under Subparagraph 3.1.8.2, provided payment has been made pursuant to the Contract Documents. The Commission’s use of the Documents without the Design-Builder’s involvement is at the Commission’s sole risk, except for the Design-Builder’s indemnification obligations pursuant to Article 11.

**3.1.10.4 COMMISSION’S USE OF DOCUMENTS AFTER COMPLETION OF PROJECT** After completion of the Project, the Commission may reuse, reproduce or make derivative works from the Documents solely for the purposes of maintaining, renovating, remodeling or expanding the Project at the Worksite. The Commission’s use of the Documents without the Design-Builder’s involvement or on other projects is at the Commission’s sole risk, except for the Design-Builder’s indemnification obligations pursuant to Article 11.

**3.1.10.5 DESIGN-BUILDER’S USE OF DOCUMENTS** Where the Design-Builder has transferred its copyright interest in the Documents under Subparagraph 3.1.8.1, the Design-Builder may reuse Documents prepared by it pursuant to this Agreement in its practice, but only in their separate constituent parts and not as a whole.

**3.1.10.6** The Design-Builder shall obtain from its Architect/Engineer, Subcontractors and consultants rights and rights of use that correspond to the

rights given by the Design-Builder to the Commission in this Agreement, and the Design-Builder shall provide evidence that such rights have been secured.

## 3.2 GUARANTEED MAXIMUM PRICE (GMP)

3.2.1 GMP PROPOSAL The GMP shall be the sum of the estimated Cost of the Work for Each Scope of Work as defined in Article 8 and the Design-Builder's Fee as defined in Article 7. The GMP is subject to modification as provided in Article 9. The Design-Builder does not guarantee any specific line item provided as part of the GMP, but agrees that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with this Agreement.

3.2.2 BASIS OF GUARANTEED MAXIMUM PRICE The Design-Builder shall include with the GMP Proposal a written statement of its basis, which shall include:

3.2.2.1 a list of the drawings and specifications, including all addenda, which were used in preparation of the GMP Proposal;

3.2.2.2 a list of allowances and a statement of their basis;

3.2.2.3 a list of the assumptions and clarifications made by the Design-Builder in the preparation of the GMP Proposal to supplement the information contained in the drawings and specifications issued as part of the RFP;

3.2.2.4 the Date of Substantial Completion and the Date of Final Completion upon which the proposed GMP is based, and the Schedule of Work upon which the Date of Substantial Completion or the Date of Final Completion is based;

3.2.2.5 a schedule of applicable alternate prices;

3.2.2.6 a schedule of applicable unit prices;

3.2.2.7 a statement of Additional services included, if any,

3.2.2.8 the Design-Builder's Contingency as provided in Subparagraph 3.2.3;

3.2.2.9 a statement of any work to be self-performed by the Design-Builder; and

3.2.2.10 a statement identifying all patented or copyrighted materials, methods or systems selected by the Design-Builder and incorporated in the Work that are likely to require the payment of royalties or license fees.

3.2.3 DESIGN-BUILDER'S CONTINGENCY The GMP will contain, as part of the estimated Cost of the Work, the Design-Builder's Contingency, a sum mutually agreed upon and monitored by the Design-Builder and the Commission to cover costs which are properly reimbursable as a Cost of the Work but are not the basis for a Change Order. The Design-

Builder's Contingency shall not be used for changes in scope or for any item that would be the basis for an increase in the GMP. The Design-Builder shall provide the Commission with an accounting of charges against the Design-Builder's Contingency.

**3.2.4 COST REPORTING** The Design-Builder shall keep such full and detailed accounts as are necessary for proper financial management under this Agreement. The Design-Builder shall maintain a complete set of all books and records prepared or used by the Design-Builder with respect to the Project. The Design-Builder's records supporting its performance and billings under this Agreement shall be current, complete and accurate and maintained according to generally accepted accounting principles. The Commission shall be afforded reasonable access during normal business hours to all the Design-Builder's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Agreement. The Design-Builder shall present all such records for a period of five years after the final payment or longer where required by law.

### **3.3. CONSTRUCTION PHASE SERVICES**

**3.3.1** The Construction Phase of the Scope of Work will commence upon the issuance by the Commission of a written notice to proceed with construction (NTP).

**3.3.2** In order to complete the Work, the Design-Builder shall provide all necessary construction supervision, inspection, construction equipment, labor, materials, tools and subcontracted items.

**3.3.3** The Design-Builder shall give all notices and comply with all laws and ordinances legally enacted at the date of execution of the Agreement which govern the proper performance of the Work.

**3.3.4** The Design-Builder Is responsible for obtaining all permits, including but not limited to sewer, water, crane, fence, driveway, and building permits, as prescribed by the City of Chicago and public utilities, and any other permits that may be necessary. The Commission will be responsible for the City of Chicago Department of Buildings permit costs and the Department of Building Stormwater Review Fee. All other permit fees will be borne by the Contractor, as well as, any third party review costs. See **Exhibit 6**. The cost of the building permits are a Cost of the Work.

**3.3.5** The Design-Builder shall provide written reports daily to the Commission on the progress of the Work in such detail as is required by the Commission and as agreed to by the Commission and the Design-Builder.

**3.3.6** The Design-Builder shall develop a system of cost reporting for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes in the Work. The reports shall be presented to the Commission at mutually agreeable intervals.

**3.3.7** The Design-Builder shall regularly and properly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, the

Design-Builder shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste and surplus materials. The Design-Builder shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, the Design-builder shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials and debris.

3.3.8 The Design-Builder shall prepare and submit to the Commission:

- a. final marked-up as built drawings; and
- b. updated electronic data documenting how the various elements of the Work including changes were actually constructed or installed, or as defined by the Parties by attachment to the Agreement.

3.4 CONSTRUCTION MEANS AND METHODS Design-Builder is solely responsible for the means, methods, techniques, sequences and procedures of construction within the parameters set forth by this Agreement. Nothing in this Section 3.4 shall be deemed to limit the Design-Builder's obligations to provide the Commission access to all Work as provided in other Sections of this Agreement, nor shall the Commission's observation of the Work at Construction Hold Points be construed to relieve the Design-Builder of its obligation to correct defective Work if defects are discovered after an observation.

3.5 SCHEDULE OF THE WORK The Design-Builder shall prepare and submit a Schedule of Work for the Commission's acceptance and written approval as to milestone dates and activities pursuant to Article 10 of Book 2. This schedule shall indicate the dates for the start and completion of the various stages of the Work, including the dates when information and approvals are required from the Commission. The Schedule shall be revised as required by the conditions of the Work and as agreed upon by the Parties and as otherwise provided in Article 10 of Book 2.

### 3.6 SAFETY OF PERSONS AND PROPERTY

3.6.1 SAFETY PRECAUTIONS AND PROGRAMS The Design-Builder shall have overall responsibility for safety precautions and programs in the performance of the Work. While the provisions of this Paragraph establish the responsibility for safety between the Commission and the Design Builder, they do not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with the provisions of applicable laws and regulations.

3.6.2 The Design-Builder shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

3.6.2.1 its employees and other persons at the Worksite;

3.6.2.2 materials, supplies and equipment stored at the Worksite for use in performance of the Work; and

3.6.2.3 the Project and all property located at the Worksite and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the Work.

3.6.3 DESIGN-BUILDER'S SAFETY REPRESENTATIVE The Design-Builder shall designate a Safety Representative for the Project. The Design-Builder shall submit a Project specific Safety Plan, prepared and approved by its Safety Representative. The Design-Builder's Safety Representative shall conduct regular site visits to ensure compliance with the Design-Builder's Safety Plan. The Design-Builder will immediately report in writing all accidents and injuries occurring at the Worksite to the Commission. When the Design-Builder is required to file an accident report with a public authority, the Design-Builder shall furnish a copy of the report to the Commission.

3.6.4 The Design-Builder shall provide the Commission with copies of all notices required of the Design-Builder by law or regulation. The Design-Builder's safety program shall comply with the requirements of all governmental authorities having jurisdiction over the Work.

3.6.5 Damage or loss not insured under property insurance which may arise from the performance of the Work, to the extent of the negligence attributed to such acts or omissions of the Design-Builder, or anyone for whose acts the Design-Builder may be liable, or any third party, shall be promptly remedied by the Design-Builder. Damage or loss attributable to the acts or omissions of the Commission and not to the Design-Builder shall be promptly remedied by the Commission; provided, however, that the Commission may direct the Design-Builder to remedy such damage or loss, and the Commission shall pay for such remedy as a Cost of the Work.

3.6.6 If the Commission deems any part of the Work or Worksite unsafe, the Commission, without assuming responsibility for the Design-Builder's safety program, may require the Design-Builder to stop performance of the Work or take corrective measures satisfactory to the Commission, or both. If the Design-Builder does not adopt corrective measures, the Commission may perform them and reduce by the costs of the corrective measures the amount of the GMP, or in the absence of a GMP, the Cost of the Work as provided in Article 8. The Design-Builder agrees to make no claim for damages, for an increase in the GMP, compensation for Design Phase services, the Design-Builder's Fee or the Date of Substantial Completion or the Date of Final Completion based on the Design-Builder's compliance with the Commission's reasonable request.

### 3.7 HAZARDOUS MATERIALS

3.7.1 A Hazardous Material is any substance or material identified as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal or clean-up. The Design-Builder shall not be obligated to commence or continue work until all Hazardous Material discovered at the Worksite has been removed, rendered or determined to be harmless by the Commission as certified by an independent testing laboratory approved by the appropriate government agency.

3.7.2. If after the commencement of the Work, Hazardous Material is discovered at the Project, the Design-Builder shall be entitled to immediately stop Work in the affected area. The Design-Builder shall report the condition to the Commission and, if required, the government agency with jurisdiction.

3.7.3 The Design-Builder shall not be required to perform any Work relating to or in the area of Hazardous Material without written mutual agreement.

3.7.4 The Commission shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material requiring corrective measures or remedial action. Such measures shall be the sole responsibility of the Commission. The Design-Builder shall resume Work in the area affected by any Hazardous Material only upon written agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency or agencies with jurisdiction.

3.7.5 If the Design-Builder incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, the Design-Builder shall be entitled to an equitable adjustment in the GMP, compensation for Design Phase services, the Design-Builder's Fee or the Date of Substantial Completion or the Date of Final Completion.

3.7.6 Material Safety Data (MSD) sheets as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by the Design-Builder, Subcontractors, the Commission or Others, shall be maintained at the Project by the Design-Builder and made available to the Commission and Subcontractors.

3.7.7 During the Design-Builder's performance of the Work, the Design-Builder shall be responsible for the proper handling of all materials brought to the Worksite by the Design-Builder. Upon issuance of the Certificate of Substantial Completion, the Commission shall be responsible under this Paragraph for materials and substances brought to the site by the Design-Builder if such materials or substances are required by the Contract Documents.

3.7.8 The terms of this Paragraph 3.7 shall survive the completion of the Work under this Agreement or any termination of this Agreement.

### 3.8 WARRANTIES AND COMPLETION

3.8.1 The Design-Builder warrants that all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Warranties shall commence on the Date of Substantial Completion of the Work. The Design-Builder agrees to correct all construction performed under this Agreement which is defective in workmanship or materials within a period of one year from the Date of Substantial Completion or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents.

3.8.2 To the extent products, equipment, systems or materials incorporated in the Work are specified and purchased by the Commission, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. The Design-Builder shall assist the Commission in pursuing



warranty claims. ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

3.8.3 The Design-Builder shall secure any and all required certificates of inspection, testing or approval and deliver them to the Commission.

3.8.4 The Design-Builder shall collect all written warranties and equipment manuals and deliver them to the Commission in a format directed by the Commission.

3.8.5 The Design-Builder shall direct the commissioning checkout of utilities and start-up operations, and adjusting and balancing of systems and equipment for readiness.

3.9 CONFIDENTIALITY The Design-Builder shall treat as confidential and not disclose to third persons, except Subcontractors, Sub-subcontractors and the Architect/Engineer as is necessary for the performance of the Work, or use for its own benefit any of the Commission's developments, confidential information, know-how, discoveries, production methods and the like that may be disclosed to the Design-Builder or which the Design-Builder may acquire in connection with the Work. The Commission shall treat as confidential information all of the Design-Builder's estimating systems and historical and parameter cost data that may be disclosed to the Commission in connection with the performance of this Agreement. The Commission and the Design-Builder shall each specify those items to be treated as confidential and shall mark them as "Confidential." Notwithstanding the foregoing, the Parties acknowledge and agree that the Commission is a unit of local government, and as such is subject to Freedom of Information Act, 5 ILCS 140/1 et seq. Design-Builder will not issue any publicity, news releases or grant press interviews, and, except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Work or the Project to which the Work pertains without the prior written consent of the Commission.

If Design-Builder is presented with a request for documents by any administrative agency, or with a *subpoena duces tecum* regarding any records, data or documents which may be in Design-Builder's possession by reason of this Agreement, Design-Builder shall immediately give notice to the Commission and its legal counsel with the understanding that the Commission will have the opportunity to contest such process by any means available to it before the records or documents are released to a court or other third party. Design-Builder is not, however, obligated to withhold the delivery beyond the time ordered by the court or administrative agency unless the *subpoena* or request is quashed, or the time to produce is otherwise extended.

3.10 ADDITIONAL SERVICES The Design-Builder shall provide or procure the following Additional services upon the request of the Commission. A written amendment to this Agreement between the Commission and the Design-Builder shall define the extent of such Additional services before they are performed by the Design-Builder. If a GMP has been established for the Work or any portion of the Work, such Additional services shall be considered a change in the Work.

3.10.1 Development of the Commission's Program, establishing the Project budget, investigating sources of financing, general business planning and other information and documentation as may be required to establish the feasibility of the Project.

3.10.2 Consultations, negotiations, and documentation and supporting the procurement of Project financing.

3.10.3 Appraisals of existing equipment, existing properties, new equipment and developed properties.

3.10.4 Soils, subsurface and environmental studies, reports and investigations required

3.10.5 Interior design and related services, including procurement and placement of furniture, furnishings, artwork and decorations.

3.10.6 Making revisions to the, Design Development or Construction Documents or documents forming the basis of the GMP after they have been approved by the Commission, and which are due to causes beyond the control of the Design-Builder. Causes beyond the control of the Design-Builder do not include acts or omissions on the part of Subcontractors, Material Suppliers, Sub-subcontractors or the Architect/Engineer.

3.10.7 Design, coordination, management, expediting and other services supporting the procurement of materials to be obtained or work to be performed, by the Commission, including not limited to telephone systems, computer wiring networks, sound systems, alarms, security systems and other specialty systems which are not a part of the Work.

3.10.8 Estimates, proposals, appraisals, consultations, negotiations and services in connection with the repair or replacement of an insured loss, provided such repair or replacement did not result from the negligence of the Design-Builder.

3.10.9 Out-of-town travel by the Architect/Engineer in connection with the Work, except between the Architect/Engineer's office, the Design-Builder's office, the Commission's office and the Worksite.

3.10.10 Obtaining service contractors and training maintenance personnel, assisting and consulting in the use of systems and equipment after the initial start-up.

3.10.11 Services for tenant or rental spaces not a part of this Agreement.

3.10.12 Services requested by the Commission or required by the Work which are not specified in the Contract Documents and which are not normally part of generally accepted design and construction practice.

3.10.13 Serving or preparing to serve as an expert witness in connection with any proceeding, legal or otherwise, regarding the Project.

3.10.14 Providing services relating to Hazardous Material discovered at the Worksite.

3.10.15 Other services as agreed to by the Parties.

### 3.11 STANDARD OF CARE

3.11.1 Design-Builder shall perform all services required by this Agreement with that

degree of skill, care and diligence consistent with the professional standards prevailing in the Chicago metropolitan area for services of comparable scope and magnitude.

3.11.2 Design-Builder is and remains responsible for the professional and technical accuracy of all services or Deliverables furnished, whether by Design-Builder, the Architect Engineer, or others on its or their behalf. All Deliverables must be prepared in a form and content satisfactory to the Commission and delivered in a timely manner consistent with the requirements of this Agreement. Subsequent editions of design Deliverables, including drawings and specifications, shall supersede earlier editions, provided that any items that have changed on the design Deliverables are explicitly noted. Subsequent design Deliverables shall represent further development of the design Deliverables and shall not change or omit previously approved features or elements unless such differences or deviations are: (i) explicitly noted and identified in writing on the Deliverable, and (ii) expressly and unambiguously accepted by the Commission in writing. The Commission's inadvertent approval of a design Deliverable that contains an unapproved difference or deviation from any requirement of this Agreement shall not be construed as a waiver of such requirement.

3.11.3 Design-Builder shall, consistent with the Illinois Architecture Practice Act of 1989, 225 ILCS 305 *et seq.*, and other applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified independent licensed design professionals, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design Builder to complete the Work consistent with the Contract Documents. Design-Builder must assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Design-Builder must provide copies of any such licenses.

3.11.4 Any or all agreements between the Design-Builder and the Architect/Engineer shall provide that the Commission is a third party beneficiary of such agreement, and shall provide further that the Commission shall have a direct right and cause of action against the Architect Engineer for any error or omission by the Architect/Engineer in the performance of the design services of the Work.

3.12 PROJECT PROCEDURES Design-Builder shall develop in conjunction with the Commission's Representative, and shall prepare and submit in writing for the Commission's review and approval, procedures with regard to procurement, construction, project controls, project management, safety and design for the duration of the Project. The Project Procedures are material terms of this Agreement. It is the intent of the Parties and this Agreement that the approved Project Procedures are solely for the purpose of adding additional and explanatory detail to the requirements of this Agreement. In the event of a contradiction or inconsistency, the provisions of the Contract Documents take precedence over an approved Project Procedure. In no event shall approved Project Procedures be interpreted to diminish Design-Builder's duties or obligations under this Agreement, or to impose additional duties or liabilities not otherwise set forth in this Agreement upon the Commission.

### 3.13 DESIGN-BUILDER'S STAFFING/KEY PERSONNEL

3.13.1 STAFFING Immediately, upon execution of this Agreement, Design-Builder will assign and maintain throughout the term of the Agreement an adequate staff of competent personnel who are fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Work.

3.13.2 KEY PERSONNEL Design-Builder's Key Personnel for the Work are listed in **Exhibit 4**, attached hereto. In the event that any such Key Personnel are unable to continue to perform Work, the Design-Builder will promptly notify the Commission. Any change or substitution with respect to Key Personnel requires the approval of the Commission. In the event that, in the opinion of the Executive Director, the performance of Key Personnel or any of Design-Builder's staff assigned to the Work, is at an unacceptable level, Design-Builder will remove them from the Project upon written notice from the Commission, and will provide a replacement for the Commission's approval within seven Days of receipt of the notice to remove.

3.14 RIGHT OF ENTRY The Design-Builder and any of its officers, employees, agents, subconsultants and subcontractors will be permitted to enter upon any part of the Project Site in connection with the performance of the Work hereunder, subject to the terms and conditions contained herein and those rules established by the Commission. Commission's consent to enter upon all or any part of the Project Site will not create nor be deemed to imply the creation of any additional responsibilities on the part of the Commission.

The Design-Builder will use, and will cause each of its officers, employees, agents, subconsultants and subcontractors to use reasonable care, unless otherwise expressly set forth in this Agreement, when entering upon the Project Site in connection with the Work. The Design-Builder will comply and will cause each of its officers, employees, agents, subconsultants and subcontractors to comply with any and all instructions and requirements for the use of the Project Site, and any express licenses for such use are hereby incorporated by reference. Any and all claims, suits, judgments, costs, or expenses, including reasonable attorneys' fees, arising from or by reason of or in connection with any such entry will be treated in accordance with the applicable terms and conditions of the Agreement, including, without limitation, the indemnification provisions contained in this Agreement. If the Design-Builder, or anyone for whom it is responsible, causes damage to Commission property, or the property of the owner of the Project Site, the Design-Builder must, at the option of the Commission, either 1) pay the cost of repair of the damage or 2) repair or replace the damaged property. The Commission shall have the right of set-off against the payments to the Design-Builder for the cost of repairs.

3.15 DESIGN-BUILDER'S REPRESENTATIVE The Design-Builder shall designate a person who shall be the Design-Builder's authorized representative. The Design-Builder's Representative is **Jimmy Akintonde**.

3.16 CLOSEOUT The Design-Builder must provide its Closeout Execution Plan similar to its Design, Procurement, and Construction Execution Plan prior to the commencement of work.

3.17 LIVING WAGE REQUIREMENT The Design-Builder shall abide by the City of Chicago's Executive Order No. 2014-1, duly adopted by the Public Building Commission's Board of

Commissioners on November 12, 2014 as Resolution No. 8122, both documents of which are incorporated by reference to this Agreement. Design-Builder agrees to pay its eligible employees a minimum wage of not less than \$13.00 per hour for work performed under this Agreement and further agrees to abide by all rules and regulations promulgated by the Executive Order. This applies to all subcontractors of the Design-Builder.

## **ARTICLE 4**

### **COMMISSION'S RESPONSIBILITIES**

#### **4.1 INFORMATION AND SERVICES PROVIDED BY THE COMMISSION**

4.1.1 The Commission shall provide full information in a timely manner regarding requirements for the Project, including the Commission's Program and other relevant information.

4.1.2 The Commission shall provide:

4.1.2.1 all available information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations.

4.1.2.2 inspection and testing services during construction as required by law or as mutually agreed; and

4.1.2.3 unless otherwise provided in the Contract Documents, necessary approvals, site plan review, rezoning, easements and assessments, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including legal and other required services.

4.1.3 The Design-Builder shall be entitled to rely on the completeness and accuracy of the information and services required by this Paragraph 4.1.

#### **4.2 RESPONSIBILITIES DURING DESIGN PHASE**

4.2.1 The Commission shall provide the Commission's Program at the inception of the Design Phase and shall review and timely approve in writing schedules, Design Development Documents and Construction Documents furnished during the Design Phase as set forth in Paragraph 3.1, and the GMP Proposal as set forth in Paragraph 3.2.

#### **4.3 RESPONSIBILITIES DURING CONSTRUCTION PHASE**

4.3.1 The Commission shall review the Schedule of the Work as set forth in Paragraph 3.5 and timely approve the milestone dates set forth pursuant to Article 10 of Book 2.

4.3.2 If the Commission becomes aware of any error, omission or failure to meet the requirements of the Contract Documents or any fault or defect in the Work, the Commission

shall give prompt written notice to the Design-Builder. The failure of the Commission to give such notice shall not relieve the Design-Builder of its obligations to fulfill the requirements of the Contract Documents.

4.3.3 The Commission shall communicate with the Design-Builder's Subcontractors, Material Suppliers and the Architect/Engineer only through or in the presence of the Design-Builder. The Commission shall have no contractual obligations to Subcontractors or suppliers.

4.3.4 The Commission shall provide insurance for the Project as provided in Article 11.

4.4 COMMISSION'S REPRESENTATIVE The Commission Representative is Kerl LaJeune for Design and Brandon McNair for Construction. The Representatives:

4.4.1 shall be fully acquainted with the Project;

4.4.2 agrees to furnish the information and services required of the Commission pursuant to Paragraph 4.1 so as not to delay the Design-Builder's Work; and

4.4.3 shall have authority to bind the Commission in all matters requiring the Commission's approval, authorization or written notice. If the Commission changes its representatives or the representatives' authority as listed above, the Commission shall notify the Design-Builder in writing in advance.

4.5 TAX EXEMPTION If in accordance with the Commission's direction the Design-Builder claims an exemption for taxes, the Commission shall indemnify and hold the Design-Builder harmless for all liability, penalty, interest, fine, tax assessment, attorneys' fees or other expense or cost incurred by the Design-Builder as a result of any action taken by the Design-Builder in accordance with the Commission's direction.

4.6 ELECTRONIC DOCUMENTS If the Commission requires that the Commission and Design-Builder exchange documents and data in electronic or digital form, prior to any such exchange, the Commission and Design-Builder shall agree on a written protocol governing all such exchanges in a separate agreement, which, at a minimum, shall specify: (1) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (2) management and coordination responsibilities; (3) necessary equipment, software and services; (4) acceptable formats, transmission methods and verification procedures; (5) methods for maintaining version control; (6) privacy and security requirements; and (7) storage and retrieval requirements. The Parties shall each bear their own costs for the requirements identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

## **ARTICLE 5**

### **SUBCONTRACTS**

Work not performed by the Design-Builder with its own forces shall be performed by Subcontractors or the Architect/Engineer.

**5.1 RETAINING SUBCONTRACTORS** The Design-Builder shall not retain any subcontractor that has been debarred by Commission or the City of Chicago from doing business with the debarring agency, or any subcontractor to whom the Commission has a reasonable and timely objection. The Design-Builder shall not make any substitute for a subcontractor that has been accepted by the Commission without the written approval of the Commission.

**5.2 MANAGEMENT OF SUBCONTRACTORS** The Design-Builder shall be responsible for the management of the Subcontractors in the performance of their work. The Commission will communicate with the Design-Builder regarding the Work, except that the Commission shall have the right to communicate directly with the Design-Builder's subcontractors as the Commission deems reasonably necessary to address matters such as MBE and WBE issues, direct payments to subcontractors, lien and surety matters, and other matters where such direct communication may reasonably be required.

### **5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACT**

5.3.1 If this Agreement is terminated, each subcontract agreement shall be assigned by the Design-Builder to the Commission, subject to the prior rights of any surety, provided that:

5.3.1.1 this Agreement is terminated by the Commission pursuant to Article 19 of Book 2; and

5.3.1.2 the Commission accepts such assignment, after termination by notifying Subcontractor and Design-/Builder in writing, and assumes all rights and obligations of the Design-Builder pursuant to each subcontract agreement.

5.3.2 If the Commission accepts such assignment and the Work has been suspended for more than thirty (30) consecutive Days, following termination, if appropriate, the Subcontractor's compensation shall be equitably adjusted as a result of the suspension.

**5.4 BINDING OF SUBCONTRACTORS AND MATERIAL SUPPLIERS** The Design- Builder agrees to bind every Subcontractor and Material Supplier (and require every Subcontractor to so bind its Sub-subcontractors and Material Suppliers) to all the provisions of this Agreement and the Contract Documents.

**5.5 DESIGN-BUILDER'S LIABILITY FOR SUBCONTRACTORS** The Design-Builder is responsible for all subcontractor Work and for all acts, failures to act, and omissions of its subcontractors. For the purposes of this Agreement, the Design-Builder's acts and omissions include those of its subcontractors to the same extent as if they had been committed by the Design-Builder. Notwithstanding the foregoing, there is no privity between subcontractors and the Commission. Except as set forth in Book 2, Article 23 "MBE/WBE Special Conditions for

Construction Contracts” and Book 2 Article 24 “MBE/WBE Special Conditions for Professional Services Contracts,” subcontractors have no rights as third-party beneficiaries under this Agreement. However, all subcontracts of every tier shall state that the Commission is an intended third-party beneficiary of the subcontract.

## ARTICLE 6

### TIME

6.1 DATE OF COMMENCEMENT The Date of Commencement is the Effective Date of this Agreement as first written in Article 1 unless otherwise set forth below:

6.1.1 The Work shall proceed in general accordance with the Design-Build Schedule attached hereto as **Exhibit 7**, as such schedule may be amended from time to time, subject, however, to other provisions of this Agreement.

6.2 SUBSTANTIAL/FINAL COMPLETION Unless the Parties agree otherwise, the Date of Substantial Completion and the date of Final Completion shall be established, and subject to adjustments, as provided for in the Contract Documents. The Commission and the Design-Builder may agree not to establish such dates. If such dates are not established upon the execution of this Agreement, at such time as a GMP is accepted a Date of Substantial Completion or Date of Final Completion of Work shall be established in the Notice to Proceed for each Scope of Work or by amendment to this Agreement.

6.2.1 Time limits stated in the Contract Documents are of the essence.

6.2.2 Unless instructed by the Commission in writing, the Design-Builder shall not knowingly commence the Work before the effective date of insurance that is required to be provided by the Design-Builder or the Commission.

### 6.3 DELAYS IN THE WORK

6.3.1 Delays and time extensions shall be administered as provided in Article 10 of Book 2.

### 6.4 LIQUIDATED DAMAGES

6.4.1 SUBSTANTIAL COMPLETION The Commission and the Design-Builder agree that this Agreement shall provide for the imposition of liquidated damages based on the Date of Substantial Completion established for each Scope of Work and as further set forth in Article 10 of Book 2, Section 10.04. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages of whatsoever nature incurred by the Commission which are occasioned by any delay in achieving the Date of Substantial Completion for any scope of the work.



**6.4.2 FINAL COMPLETION AND ACCEPTANCE OF THE WORK** The Commission and the Design-Builder agree that this Agreement shall provide for the imposition of liquidated damages if the Design-Builder neglects, fails or refuses to complete the Work with the time specified, or any proper extension granted by the Commission. The Design-Builder and its surety do hereby agree to pay to the Commission the amount of \$1,000 per day for each Milestone (if any) and Substantial Completion dates are not achieved, not as a penalty, but as liquidated damages for the breach of contract occurring each and every Day that the Design-Builder after the time stipulated in the Contract for completing the Work. The Commission may recover liquidated damages by deducting the amount out of any monies due or that may become due the Design-Builder. Liquidated damages, if any, will be calculated on completion of the Work and submission of the Design-Builder's final pay request. Substantial Completion of the Work is defined in Book 2, Section 1.01.35. There is only one completion date for this Project. Substantial Completion of this Project is August 9, 2019.

**6.4.3 OTHER LIQUIDATED DAMAGES** The Commission and the Design-Builder may agree upon the imposition of liquidated damages based on other project milestones or performance requirements. Such agreement shall be included as an exhibit to this Agreement.

## **6.5 COMMISSION'S RIGHT TO OCCUPY PORTIONS OF THE WORK**

**6.5.1** The Commission may occupy and use the Project or Scope of Work, or portions thereof, in advance of Substantial Completion. If the Commission desires to exercise partial occupancy and use prior to Substantial Completion, the Commission shall provide written notice to the Design-Builder, and the Design-Builder shall cooperate with the Commission in making available for the Commission's use such Project services as heating, ventilating, cooling, water, lighting and telephone for space or spaces to be occupied, and if the equipment required to furnish such services is not entirely completed at the time the Commission desires to occupy and use the space or spaces, then the Design-Builder will make every reasonable effort to complete that Work.

**6.5.2** In the event of occupancy/turn-over prior to Substantial Completion:

**6.5.2.1** Within fourteen (14) days after receiving notice of the planned early occupancy, the Design-Builder will provide written notice to the Commission of the following: (i) the current condition of the space desired for early occupancy; (ii) the anticipated condition of the space at the date of anticipated early occupancy; (iii) a preliminary estimate of any potential additional costs, if any, as a direct or indirect result of the early occupancy; and (iv) a preliminary estimate of any potential impact to the Project Schedule, if any, as a result of the early occupancy.

**6.5.2.2** If the early occupancy is necessitated by a delay in Substantial Completion beyond the scheduled date of Substantial Completion and is not the subject of a Change Order, Design-Builder shall be responsible for all additional costs associated with the preparation of the space for the early occupancy.

**6.5.2.3** The following conditions will apply to the spaces and/or equipment that is affected by the Commission's early occupancy:

6.5.2.3.1 A punch list will be assembled by the Commission, Design-Builder and its subcontractors, and an inspection of the affected space by the Commission will be accomplished prior to the start of early occupancy.

6.5.2.3.2 Warranties will begin to run only on those portions of systems and materials actively used, and shall not begin to run on those portions of systems and materials not used. Warranties of systems that are common to both the occupied and unoccupied parts of the Project will begin to run at Substantial Completion.

6.5.2.3.3 Risk of loss associated with the finished Work which the Commission occupies early transfers to the Commission at the start of the early occupancy.

6.5.2.3.4 As part of the Change Order for early occupancy, the Parties will agree and set forth in writing the scope and date of early occupancy, and what effect early occupancy will have on Liquidated Damages and insurance coverage.

## **ARTICLE 7**

### **COMPENSATION**

#### **7.1 DESIGN PHASE COMPENSATION**

7.1.1 To the extent required by applicable law, the costs of services performed directly by the Architect/Engineer is computed separately and is independent from the Design-Builder's compensation for work or services performed directly by the Design-Builder, these costs shall be shown as separate items on applications for payment. If an Architect/Engineer is retained by the Design-Builder, the payments to the Architect/Engineer shall be as detailed in a separate agreement between the Design-Builder and the Architect/Engineer.

7.1.2 The Commission shall compensate the Design-Builder for services performed during the Design Phase as described in Paragraph 3.1, including preparation of a GMP Proposal, if applicable, as described in Paragraph 3.1.

7.1.3 Compensation for Design Phase services, as part of the Work, shall include the Design-Builder's Fee as established in Paragraph 7.3, paid in proportion to the services performed, subject to adjustment as provided in Paragraph 7.4.

7.1.4 Within fifteen (15) Days after receipt of each monthly application for payment, the Commission shall give written notice to the Design-Builder of the Commission's acceptance or rejection, in whole or in part, of such application for payment. Within thirty (30) Days after accepting such application, the Commission shall pay directly to the Design-Builder the appropriate amount for which application for payment is made, less amounts previously paid by the Commission. If such application is rejected in whole or in part, the Commission

shall indicate the reasons for its rejection. If the Commission and the Design-Builder cannot agree on a revised amount then, within fifteen (15) Days after its initial rejection in part of such application, the Commission shall pay directly to the Design-Builder the appropriate amount for those items not rejected by the Commission for which application for payment is made, less amounts previously paid by the Commission. Those items rejected by the Commission shall be due and payable when the reasons for the rejection have been removed.

## 7.2 CONSTRUCTION PHASE COMPENSATION

7.2.1 The Commission shall compensate the Design-Builder for Work performed following the commencement of the Construction Phase on the following basis:

7.2.1.1 the Cost of the Work as allowed in Article 8; and

7.2.1.2 the Design-Builder's fee paid in proportion to the services performed subject to adjustment as provided in Paragraph 7.4.

7.2.2 The compensation to be paid under this Paragraph 7.2 shall be limited to the Guaranteed Maximum Price ("GMP"), as the GMP may be adjusted under Article 9.

7.2.3 Payment for Construction Phase services shall be as set forth in Article 10. If Design Phase services continue to be provided after construction has commenced, the Design-Builder shall continue to be compensated as provided in Paragraph 7.1, or as mutually agreed.

7.3 DESIGN-BUILDER'S FEE The Design-Builder's Fee shall be listed in the GMP Cost Form. The Fee shall be payable in installments commensurate with the percentage of Project completion.

7.4 ADJUSTMENT IN THE DESIGN-BUILDER'S FEE Adjustment in the Design-Builder's fee shall be made as follows:

7.4.1 for changes in the Work as provided in Article 9, the Design-Builder's fee shall be adjusted as follows:

7.4.2 for delays in the Work not caused by the Design-Builder, except as provided in Article 10 of Book 2, there will be an equitable adjustment in the Design-Builder's Fee to compensate the Design-Builder for increased expenses; and

7.4.3 if the Design-Builder is placed in charge of managing the replacement of an insured or uninsured loss, the Design-Builder shall be paid an additional fee in the same proportion that the Design-Builder's Fee bears to the estimated Cost of the Work for the replacement, provided that such loss was not due to any error or omission by the Design-Builder, or any party for which the Design-Builder may be liable.

## **ARTICLE 8**

### **COST OF THE WORK**

The Commission agrees to pay the Design-Builder for the Cost of the Work as defined in this Article and as further described in Exhibit 5 Design Builder's Guaranteed Maximum Price Proposal, the Schedule of Values and Compensation/Cost of Work. This payment shall be in addition to the Design-Builder's Fee stipulated in Paragraph 7.3.

#### **8.1 COST ITEMS FOR DESIGN PHASE SERVICES**

8.1.1 Compensation for Design Phase services as provided in Paragraph 7.1

#### **8.2 COST ITEMS FOR CONSTRUCTION PHASE SERVICES**

8.2.1 Wages paid for labor in the direct employ of the Design-Builder in the performance of the Work.

8.2.2 Salaries of the Design-Builder's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office performing the functions listed below:

Project management, administrative assistance, and project engineering directly associated with the Work.

8.2.3 Cost of all employee benefits and taxes including but not limited to Workers' Compensation, unemployment compensation, Social Security, health, welfare, retirement and other fringe benefits as required by law, labor agreements, or paid under the Design-Builder's standard personnel policy, insofar as such costs are paid to employees of the Design-Builder who are included in the Cost of the Work under Subparagraphs 8.2.1 and 8.2.2.

8.2.4 Cost of all materials, supplies and equipment incorporated in the Work, including costs of inspection and testing if not provided by the Commission, transportation, storage and handling. Payments made by the Design-Builder to Subcontractors for work performed under this Agreement.

8.2.6 Fees and expenses for design services procured or furnished by the Design-Builder except as provided by the Architect/Engineer and compensated in Paragraph 7.1.

8.2.7 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of the Design-Builder.

8.2.8 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from the Design-Builder or Others including installation, repair and replacement, dismantling, removal, maintenance, transportation and delivery costs. Rental from unrelated third parties shall be reimbursed at

actual cost. Rentals from the Design-Builder or its affiliates, subsidiaries or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment.

8.2.9 Cost of the premiums for all insurance and surety bonds which the Design-Builder is required to procure, and approved by the Commission, including any additional premium incurred as a result of any increase in the GMP.

8.2.10 Sales, use, gross receipts or other taxes, tariffs or duties related to the Work for which the Design-Builder is liable.

8.2.11 Permits, fees, licenses, tests, royalties, damages for infringement of patents or copyrights, including costs of defending related suits for which the Design-Builder is not responsible as set forth in Paragraph 11.2, and deposits lost for causes other than the Design-Builder's negligence.

8.2.12 Losses, expenses or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work or redesign during the Construction Phase and for a period of one year following the Date of Substantial Completion, provided that such corrective work or redesign did not arise from the negligence of the Design-Builder.

8.2.13 All costs associated with establishing, equipping, operating, maintaining and demobilizing the field office.

8.2.14 Reproduction costs, photographs, facsimile transmissions, long-distance telephone calls, data processing services, postage, express delivery charges, data transmission, telephone service, and computer-related costs at the Worksite, to the extent such items are used and consumed in the performance of the Work or are not capable of use after completion of the Work.

8.2.15 All water, power and fuel costs necessary for the Work.

8.2.16 Cost of removal of all non-hazardous substances, debris and waste materials.

8.2.17 Costs incurred due to an emergency affecting the safety of persons or property.

8.2.18 Legal, mediation and arbitration fees and costs, other than those arising from disputes between the Commission and the Design-Builder, reasonably and properly resulting from the Design-Builder's performance of the Work.

8.2.19 All costs directly incurred in the performance of the Work or in connection with the Project, and not included in the Design-Builder's Fee as set forth in Article 7, which are reasonably inferable from the Contract Documents as necessary to produce the intended results.

## ARTICLE 9

### CHANGES IN THE WORK

Changes in the Work which are within the general scope of this Agreement may be accomplished, without invalidating this Agreement, by Change Order pursuant to the provisions of Article 17 of Book 2: Changes in the Work.

## ARTICLE 10

### PAYMENT FOR CONSTRUCTION PHASE SERVICES

#### 10.1 PROGRESS PAYMENTS

Payment applications and procedures shall be as defined in Article 16 of Book 2.

## ARTICLE 11

### INDEMNITY, INSURANCE, BONDS, AND WAIVER OF SUBROGATION

11.1 Indemnity, Insurance, Bonds and Waiver of Subrogation shall be as provided in Book 1 as **Exhibit 8** unless otherwise specified herein.

11.2 ROYALTIES, PATENTS AND COPYRIGHTS The Design-Builder shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Design-Builder and incorporated in the Work. The Design-Builder shall defend, indemnify and hold the Commission harmless from all suits or claims for infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods or systems specified by the Commission.

11.3 LIENS If any of the Design-Builder's subconsultants, subcontractors, employees, officials, agents or other person directly or indirectly acting for, through or under any of them files or maintains a lien or claim pursuant to the Illinois Public Mechanics' Lien Act, 770 ILCS 60/23, against the public funds for the Project, then the Design-Builder agrees to cause such liens and claims to be satisfied, removed or discharged within thirty (30) days from the date of filing thereof; provided, however, that the Commission may extend the thirty (30) day period if the Commission determines that such lien claim cannot be so satisfied, removed or discharged in such period and that the Design-Builder is proceeding diligently to cause such liens or claims to be satisfied, removed or discharged. The Commission will have the right, in addition to all other rights and remedies provided under this Agreement, Book 2 Article 16, or by law, to cause such liens or claims to be satisfied, removed or discharged by any means at the Design-Builder's sole cost, such cost to include reasonable legal fees.

The Design-Builder will give, or cause to be given, a copy of these provisions to all subcontractors and will include these provisions in all agreements with subcontractors, and/or give written notice to all subcontractors or other persons having oral or written agreements with such subcontractors.

11.4 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for damages mutually

agreed upon by the Parties as liquidated damages in Paragraph 6.4 and excluding losses covered by insurance required by the Contract Documents, the Commission and the Design- Builder agree to waive all claims against each other for any consequential damages that may arise out of or relate to this agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. The Commission agrees to waive damages including but not limited to the Commission's loss of use of the Project, loss of reputation, or insolvency. The Design-Builder agrees to waive damages including but not limited to loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this Paragraph shall also apply to the termination of this Agreement and shall survive such termination. The following items of damages are excluded from this mutual waiver:

The Commission and the Design-Builder shall require similar waivers in contracts with Subcontractors and others retained for the Project.

## **ARTICLE 12**

### **SUSPENSION AND TERMINATION OF THE AGREEMENT AND COMMISSION'S RIGHT TO PERFORM DESIGN-BUILDER'S RESPONSIBILITIES**

12.1 Suspension and Termination shall be as defined in Article 19 of Book 2.

## **ARTICLE 13**

### **DISPUTE MITIGATION AND RESOLUTION**

13.1 Claims and Disputes shall be as defined in Article 18 of Book 2.

## **ARTICLE 14**

### **MISCELLANEOUS PROVISIONS**

14.1 **GOVERNING LAW** This Agreement shall be governed by the law in effect at the location of the Project.

14.2 **SEVERABILITY** The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

14.3 **NO WAIVER OF PERFORMANCE** The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

14.4 **TITLES AND GROUPINGS** The titles given to the articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose. The grouping of the articles in this Agreement and of the Commission's specifications under the various headings is solely for the purpose of convenient organization and in no event shall the grouping of provisions, the use of

paragraphs or the use of headings be construed to limit or alter the meaning of any provisions,.

14.5 JOINT DRAFTING The Parties to this Agreement expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

14.6 RIGHTS AND REMEDIES The Parties' rights, liabilities, responsibilities and remedies with respect to this Agreement, whether in contract, tort, negligence or otherwise, shall be exclusively those expressly set forth in this Agreement.

14.7 FIREARMS AND OTHER WEAPONS The PBC is committed to providing a safe and secure workplace for the benefit of its employees, consultants, contractors and the general public; therefore, threatening behavior by any person on or about the PBC office premises, project sites and any place in which PBC business is conducted is prohibited. Further, possession of firearms, explosives, or other weapons anywhere on PBC property and project sites or while conducting PBC business is prohibited. Employees and contractors must, at a minimum, comply with all federal, state and local laws relating to the possession and use of firearms, including the Illinois Firearm Concealed Carry Act, 430 ILCS 66/1, et. seq.; the Illinois Criminal Code – Article 5, Deadly Weapons, 720 ILCS 5/Art. 24 et. seq.; and the City of Chicago Firearms and Other Weapons Ordinance, Chicago Municipal Code, Sec. 8-24-005, et. seq. Further, as a condition of employment and/or contract, individuals may not bring weapons onto PBC premises or project sites (including parking lots), even in situations where such conduct would be allowed under the cited laws.

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**ARTICLE 15**  
**MBE/WBE, EEO, AND WORKFORCE REQUIREMENTS**

15.1 MBE/WBE PROGRAM It is the policy of the Commission to ensure competitive business opportunities for MBE and WBE firms in the performance of Contracts, to prohibit discrimination in the award of or participation in Contracts, and to abolish arbitrary barriers to full participation in Contracts by all persons, regardless of race, sex or ethnicity. Therefore, during the performance of this Contract, the Design-Builder must agree that it will not discriminate against any person or business on the basis of race, color, religion, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from military service, parental status, sexual orientation, national origin or sex, in the solicitation or the purchase of goods and services or the subcontracting of work in the performance in this Contract. The Commission requires the Design-Builder also agree to take affirmative action to ensure that MBE and WBE firms have the maximum opportunity to compete for and perform subcontracts with respect to this Contract. Design-Builder refer to Article 23 in Book 2 for all MBE/WBE Special Conditions.

The specific goals of this agreement are **34% MBE** and **6% WBE** participation.

15.2 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 Equal Employment Opportunity (EEO) workforce requirements for this Project. The PBC requires that Design-Build Entities commit to a construction work site employment program that addresses the following employment goals:

Minority Journeyworker Project employment goal:	<b>50%</b> or more of total Journeyworker hours
Minority Laborer Project employment goal:	<b>60%</b> or more of total Laborer hours
Minority Apprentice Project employment goal:	<b>60%</b> or more of total Apprentice hours
Female Journeyworker Project employment goal:	<b>3%</b> or more of total Journeyworker hours
Female Laborer Project employment goal:	<b>3%</b> or more of total Laborer hours
Female Apprentice Project employment goal:	<b>3%</b> or more of total Apprentice hours
City of Chicago Resident employment goal: performed by residents of the City of Chicago	<b>50%</b> of construction work hours to be
Community Resident employment goal:	<b>7.5%</b> of construction work hours to be performed by residents of the "Project Community" designated for each Project (see Exhibit 9 - Community Area Map)

Design-Builder shall use Exhibit 10 to utilize the prescribed formula to inform the amount of participation the Design-Builder achieves; this formula will also inform the amount of damages the Design-Builder will be assessed at the end of the Project, for failing to meet these EEO and Workforce requirements. The Public Building Commission of Chicago reserves the right to check all calculations for accuracy. The fulfillment of these requirements 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*.

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**ARTICLE 16**  
**EXISTING CONTRACT DOCUMENTS**

The Contract Documents in existence at the time of execution of this Agreement are as follows:

As defined in Subparagraph 2.4.1, the following Exhibits are a part of this Agreement:

- Exhibit 1 – Design Builder Design Services
- Exhibit 2 – Documents and Drawings Issued for Scope and Performance Criteria (Conceptual Plan)  
dated November 21, 2017.
- Exhibit 3 – Schematic Design Plans and Specifications prepared by Moody Nolan dated December 18, 2017
- Exhibit 4 – Design-Builder Key Personnel
- Exhibit 5 – Design Build GMP Form
- Exhibit 6 – Fee Waiver
- Exhibit 7 – Design Build Schedule dated
- Exhibit 8 – Insurance and Bonding Requirements
- Exhibit 9 – Community Area Map
- Exhibit 10 – EEO and Workforce Requirements Worksheet (to be completed with Final GMP)
- Exhibit 11 – Legal Actions
- Exhibit 12 – Disclosure Affidavit
- Exhibit 13 – Disclosure of Retained Parties
- Exhibit 14 – Joint Venture Agreement
- Exhibit 15 – Schedule B – Joint Venture Affidavit
- Exhibit 16 – MBE/WBE Preliminary Information
- Exhibit 17 – Chicago Board of Education Multi-Project Labor Agreement

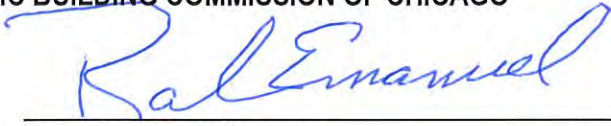
Book 2      Standard Terms and Conditions for Design Build Contracts, June 2017

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**[EXECUTION PAGE FOLLOWS]**

**Execution Page for Design-Build Agreement between Public Building Commission of Chicago and  
Ujamaa Power II a Project Specific Joint Venture with Effective Date of October 19, 2017.**

This Agreement is executed by the Parties stated below, and made effective by such execution pursuant to its terms.

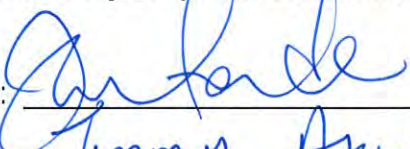
**PUBLIC BUILDING COMMISSION OF CHICAGO**

By:   
Rahm Emanuel, Chairman

By:   
Lori Ann Lypson, Secretary

Date: 3/6/18

**Ujamaa Power II a Project Specific Joint Venture**

By (Signature):   
Print Name: Jimmy AKINTONDE

Title: MANAGING MEMBER

Date: 3/06/18

AFFIX CORPORATE

County of COOK  
State of Illinois

SEAL, IF ANY, HERE

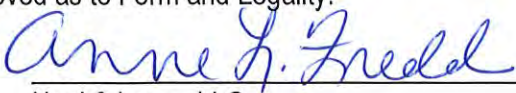
Subscribed and sworn before me by Jimmy AKINTONDE  
as MANAGING Member of Ujamaa/Power this 6<sup>th</sup> day of MARCH, 2018.

  
Notary Public

My Commission Expires: 03-29-2021



Approved as to Form and Legality:

By:   
Neal & Leroy, LLC

Date: 3-6-2018

# **EXHIBIT #1**

## **Design Builder Design Services**

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# DESIGN-BUILDER DESIGN SERVICES

## Architect of Record Services

1. Complete the design for the Project, schedule a minimum 3 milestone review milestones, and solicit the Commission and User Agency reviews and approvals. Complete analysis of all Project requirements, including verification of the Scope and Performance Criteria, concept design, regulatory requirements, the conditions of the site and the survey. Consult with the Commission and Using Agency to establish the final design.
2. Provide design documents for written approval at the completion of Design Development, interim Construction Document Phase, and at completion of Construction Documents.
3. Separate from milestone reviews required above; provide all Coordination, Permit and Trade and Construction packages fourteen (14) days prior to issuance for Commission and User Agency review.
4. The Architect shall participate in weekly meetings, provide an agenda for each meeting and document meeting minutes.
5. The Architect is solely responsible for the development of the Project specifications. Specifications must comply with the following criteria.
  - a. Specifications will follow performance criteria outline format.
  - b. Specifications will identify acceptable manufacturers.
  - c. No proprietary specifications will be permitted without written authorization from the Authorized Commission Representative.
  - d. On projects where template specifications have been provided, the Architect is responsible for the development of any specifications which have not been provided. The Architect is responsible for the verification of all manufacturer names and model numbers as well as the compatibility with other systems and materials specified. Further, the Architect is responsible for verifying that each cited acceptable manufacturer is capable of providing the product as documented in the performance criteria. Deviations from major systems, materials or specialty items must be approved in writing on projects where template specifications have been provided.
6. Prepare and professionally seal documents that will be issued for regulatory reviews, approvals and permits. Conduct reviews and submit for review/permits with required regulatory agencies, including, but not limited to, Department of Buildings, Bureau of Fire Prevention, Chicago Department of Transportation, Mayor's Office for People with Disabilities, Office of Emergency Management and Communications, Chicago Department of Water Management, and Illinois Environmental Protection Agency. Conduct and prepare a code analysis package and/or Code Matrix, including, but not limited to, the following components:
  - a. Occupancy classification.
  - b. Construction type.
  - c. Occupant load by area and floor.
  - d. Travel distances.
  - e. Accessibility.
  - f. Exit types, units and widths.
  - g. Plumbing fixture counts.
  - h. Loading berths and parking requirements.
  - i. Fire resistance requirements.
7. Facilitate a Lessons Learned walk-thru of recently constructed City College facilities with the Commission and User Agency. Document and issue for Commission and User Agency Approval a record of improvements and variations to be incorporated into design.

8. Provide coordination, support and responses in the form of information, including but not limited to narratives, specifications, and drawings concerning the design, installation and operation of Building Automation Systems (BAS) with the Commission's independent BAS Commissioning Authority.
9. Facilitate and document a Sustainable Design Plan for Commission and User Agency approval and provide follow up sessions as directed by the Commission Representative. The purpose of the Plan and meetings are to develop the appropriate design strategies and confirm that the Project's target LEED rating of silver is achievable for all project phases, and make alternative plans as required. Plan shall include LEED Checklist and narratives, including all LEED detail.
10. Provide an energy simulation model using the most current and required DOE Modeling Software
11. Preparation of Proposed Public Right of Way Amendment Plan and other documents necessary to illustrate any required amendments to the public right of way.
12. Preparation of CDOT coordination drawings to the extent required by the Commission and CDOT to coordinate site work with planned improvements by the City of Chicago and CDOT.
13. As required, prepare Request for Clarification submittals for the Commission or User Agency questions.
14. Preparation of storm water analysis and management proposal.
15. Issuance of a zoning analysis package (if required).
16. During all phases of the project the Architect will be responsible for the utility coordination and public infrastructure aspect of the Project including, but not limited to, the following:
  - a. Present the Project to the Commission's Utility Roundtable Meeting attended by each public utility and coordinated by the Commission.
  - b. Meet with the engineers from Commonwealth Edison to determine if infrastructure relocations will be required. Provide all necessary assistance and coordination for the relocations.
  - c. Provide Commonwealth Edison with the electrical service requirements for the new facility. Provide necessary assistance and coordination for the new service. Assist and monitor the transition to permanent power for the facility.
  - d. Meet with the engineers from AT&T to determine if infrastructure relocations will be required. Provide the necessary assistance and coordination for the relocation(s).
  - e. Provide AT&T with voice and data service requirements for the new facility. Provide the necessary assistance and coordination for the new service.
  - f. Meet with the engineers from People's Energy to determine if infrastructure relocations will be required. Provide the necessary assistance and coordination for the relocation(s).
  - g. Provide People's Energy with gas service requirements for the new facility. Provide the necessary assistance and coordination for the new service.
  - h. Meet with the Department of Water Management to review and gain approval for water service and sewer design. Provide the necessary assistance and coordination for the new service.
  - i. Meet with the engineers from the City of Chicago Department of Streets and Sanitation, Bureau of Electricity to determine if infrastructure relocations or new street lighting will be required. Provide the necessary assistance and coordination for the relocations and new lighting.
  - j. Meet with the Fire Prevention Bureau to determine whether infrastructure relocations or new hydrants will be required. Provide the necessary assistance and coordination for the relocations and the new hydrants.
  - k. Meet with the Office of Emergency Management and Communications to determine whether infrastructure relocations or new infrastructure will be required. Provide the necessary assistance and coordination for the relocations and new infrastructure.

- l. Meet with the Chicago Department of Transportation to determine whether infrastructure relocations or new infrastructure will be required. Provide the necessary assistance and coordination for the relocations and new infrastructure.
  - m. Meet with the Chicago Bureau of Electricity to determine whether infrastructure relocations or new infrastructure will be required. Provide the necessary assistance and coordination for the relocations and new infrastructure.
17. Prepare Interior Furnishing Fixture & Equipment (FF&E) Documents to define and fix the furniture, furnishings and equipment work. Include layout drawings, specifications, and a proposed color, materials and finishes schedule, including but not limited to; brochure cuts or sketches of the furniture, furnishings equipment and accessories. Budget for FF&E shall be in accordance with the published FF&E allowance.
18. Prepare interim and final estimates of the probable Interior Furnishings Costs with reasonable contingencies in accordance with the published FF&E Allowance.
19. Prepare descriptions of manufactured items, together with General Conditions, Supplementary conditions and other documents required for the procurement and installation of the Interior Furnishings Work for the Project.
20. Develop a keyed furniture, fixture and equipment plan and schedule for review and approval. The plan must locate devices requiring any power, data, communication, low voltage wiring, security and life safety equipment for Commission and User Agency review and approval. The plan will also indicate any equipment requiring water supply, drainage, condensate lines and vents for each device or piece of equipment.
21. Architect shall assist the commission and user agency in preparation of bidding information. All such documents shall be used for competitive bidding for furnishing and installation of the Interiors Furnishings Work.
22. The Architect will be responsible for infrastructure coordination and design integration of any owner-furnished furniture, fixture and equipment (e.g., advanced manufacturing equipment, furniture, communication equipment, sound systems, security/surveillance cameras, photovoltaic panels, or public art).
23. Develop a hardware and device location plan for Commission and User Agency review and approval.
24. Develop a campus way-finding, building way-finding, and room signage plan inclusive of design presentation materials and specifications for Commission and User Agency review and approval.
25. Certification of Compliance with Commission's Design Checklists submitted as part of the Book 3, Project Requirements of the Scope and Performance Criteria.
26. Prepare and Submit for use by the Commission an Inspection and Testing Plan forty five (45) days prior to any site construction activities. The plan must be in spreadsheet format, following the specification section numbering system. Each inspection, test and required certificate in the project Specifications shall be identified by specification section number. The Authorized Commission Representative upon request can provide a sample Inspection and Testing Plan for use. The Authorized Commission Representative will identify the testing firm(s) that will be used on the Project. The Inspection and Testing Plan must provide for:
  - a. Verification of responsibilities for providing inspections, tests and certificates
  - b. Scope of services for the testing and inspection services RFQ.
  - c. A scorecard to monitor the completion of required inspections and tests, and the submittal of required certificates.
27. In addition to the Coordination set forth below, the Design Builder shall provide coordination services set forth in Book 2, Standard Terms and Conditions Procedures Manual for Design Build Contracts. Architect Engineer/Design Builder shall issue MEP coordination documentation to the Commission for review. Architect Engineer shall coordinate and resolve:
  - a. Space requirements between trades and/or disciplines.

- b. Space requirements and access for maintenance and replacement all MEP equipment
  - c. Incompatibility between items provided under different disciplines (such as difference in voltage between equipment and electrical power as specified in various Divisions).
  - d. Inconsistencies between drawings and specifications (between disciplines and within each discipline).
  - e. As required to manage discipline coordination, prepare drawings or models to manage discipline coordination, resolve conflicts, and present the findings of coordination process to the PBC's design review team.
    - i. Above ceilings in corridors to confirm that service, fixtures, and other devices can fit between the designed ceiling height and the bottom of any structural members or other obstructions. The horizontal spacing of these items will also be reviewed to confirm that desired locations of lighting fixtures and other devices can be achieved.
    - ii. Slabs where services would logically be installed within the slab on grade or on deck. The Architect will confirm that these services can fit within the slab cross section without compromising the structural integrity of the slab. Any limitations on embedded services will be noted on the construction documents.
    - iii. Areas and/or rooms where a significant number of services converge. This includes mechanical rooms, MDF rooms, IDF rooms, electrical closets, fire pump rooms, and any other areas or rooms where the coordination of individual or multiple services are required with multiple disciplines. Where a significant number of services penetrate a wall, floor, ceiling, or roof in close proximity, the Architect will design and detail an appropriate chase with respect to structural elements, code issues, and proper installation of the services.
    - iv. Within mechanical, equipment, and other specialty rooms to confirm that the required equipment, panels, racks, fixtures, ventilation, and other equipment, along with the services entering these rooms will fit within the designed space and layout. Checks will be made for door swings, as well as, equipment accessibility into and within the room.
    - v. Locations on the site or under the building where major existing or new utilities come in close proximity to each other and/or other new or existing structures. This would include locations where these services enter the building or penetrate the foundations.
28. Prepare documents that confirm that the appropriate power, communication, and other low voltage services are shown running to and from each required device/fixture and back to the appropriate originating or receiving location are included in the design. This coordination may be represented by a composite device/service schedule that cross references the appropriate interface points.
29. Architect Engineer shall provide no less than 16 hours per week solely dedicated to field observation of the construction in order to monitor the progress and conformance of the permanent features of the work to the requirements of the Contract Documents and submit periodic reports documenting their findings. This time is in addition to time dedicated to management, reviewing submittals, and attending project meetings. The Design Builder retains primary responsibility for ensuring the quality of construction. The Architect Engineer's on-site representative shall not be removed or replaced before final completion of the Project without the prior written approval of the Authorized Commission Representative. The Architect Engineer's on-site representative will be removed immediately upon written request of the Authorized Commission Representative.
30. Provide installation phase services for the FF&E including but not limited to: review of required submittals, respond to RFIs, periodic observation of the installation, and issuance of "punch lists."
31. Provide an expert in roofing on the Project Site throughout the construction/installation of the roof for the Project.
32. Architect Engineer to conduct interim and a final comprehensive inspection of the Project with the Authorized Commission Representative and User Agency to verify that the materials furnished and the work performed are substantially compliant with the contract documents.
- a. The Design Builder is responsible for facilitating a walkthrough on site with the Authorized Commission Representative, Commissioning Agent and User Agency to review punch list items identified in the Design Builder's initial punch list. The Design Builder will consolidate and prepare punch lists indicating the items of



work remaining to be accomplished before a Certificate of Final Acceptance will be issued. Prepare certificates of preliminary and final completion in consultation with the Commission and the User Agency.

33. Submittal, Record Document and Close requirements set forth in Book 2, Standards Terms and Conditions Procedures Manual for Design Build Projects.
34. Oversee the efforts to assemble and deliver to the Commission all guarantees, warranties, operating and maintenance manuals required by the Contract Documents.
35. The User Agency requires a set of record drawings prepared and coordinated by the Architect. This set of record drawings must be provided in editable, auto-CAD format. Oversee the Design Builder's efforts to expedite the preparation and delivery of the "as-built" drawings, and operations and maintenance manuals of the Project in accordance with the specifications. The "as-built" documents will be subject to the approval of the Commission. Submit approved "as-built" documents to the Commission upon completion of the Project.
36. Upon completion of the all "punch list" items in accordance with the Contract Documents, issue a Certificate of Final Acceptance. A Certificate must not be issued by the Architect until, to the best of its knowledge, information and belief, all work has been completed in accordance with the Contract Documents.
37. Project Close-out Approval Form. The Architect shall draft and complete the Project Closeout Approval Form for the Project.
38. Assist the Commission on performing and documenting a warranty inspection 11 months walkthrough following Substantial Completion of the Project.
39. At the 11 month walkthrough the Architect shall recalibrate the design energy model to incorporate actual operation, utility and weather information collected during the first 11 months that the building has been occupied, and any changes made during construction.
40. Assist Commission Consultants by coordinating with and providing documentation to the Consultants to aid in the development or revision of investigations and reports. Commission Consultants include but are not limited to Environmental, Survey, Geotechnical, and Traffic.

### **Environmental Design Consultant Services**

41. Environmental Design Consultant Services.
  - a. The Design-Builder (DB) shall complete all environmental specifications for the renovation / demolitions / new construction activities, as needed, regarding:
    - i. Lead-based paint (LBP);
    - ii. Asbestos containing materials (ACM); and
    - iii. Hazardous Materials / Non-Hazardous Materials / Universal Waste;
    - iv. Existing Conditions (Hazardous Materials Assessment and Environmental Assessment);
    - v. Soil Removal and Disposal;
    - vi. Acceptance of Backfill.
  - b. The Design Builder shall ensure that the environmental specifications, environmental scope of work, etc., include procedures to manage hidden conditions discovered during the project in order to minimize delays during renovation / demolition.
  - c. The Design Builder shall follow all local, state and federal regulatory requirements and provide required specifications and procedures as necessary for managing those materials.

- d. The Design Builder shall modify the following existing PBC template abatement specifications to tailor them for the ACM abatement work utilizing an Illinois Department of Public Health (IDPH) licensed Asbestos Project Designer:
  - i. 01 56 11 TEMPORARY DUST, FUME, AND ODOR CONTROL;
  - ii. 02 26 00 HAZARDOUS MATERIALS ASSESSMENT;
  - iii. 02 82 13 ASBESTOS ABATEMENT PRIOR TO DEMOLITION;
  - iv. 02 82 14 ASBESTOS ABATEMENT FOR INTERIORS
  - v. 02 84 15 ASBESTOS ABATEMENT FOR EXTERIORS;
  - vi. 02 83 19.13 LEAD-BASED PAINT ABATEMENT
- e. The DB shall modify existing PBC template specifications as to the proper packaging, transportation and disposal / recycling of the materials identified in the Hazardous Materials Survey. The DB shall also provide cost effective methods for removing and disposing of the materials identified in the Hazardous Materials Survey. The Design Builder shall revise / develop PBC specifications for the following, as applicable to the renovation / demolition scope of work:
  - i. 01 56 11 TEMPORARY DUST, FUME, AND ODOR CONTROL;
  - ii. 02 26 00 HAZARDOUS MATERIALS ASSESSMENT; and
  - iii. 02 41 16 HAZARDOUS AND UNIVERSAL WASTE MANAGEMENT
- f. The DB shall revise/develop PBC specifications for the following, as applicable to the work:
  - i. 02 65 00 UNDERGROUND STORAGE TANK REMOVAL;
  - ii. 31 23 18 SOIL, FILL, BACKFILL, CU STRUCTURAL SOIL AND CONSTRUCTION AND DEMOLITION DEBRIS REMOVAL; and
  - iii. 31 23 23 ACCEPTANCE OF BACKFILL, TOP SOIL & CU STRUCTURAL SOIL
- g. The DB shall provide Draft Environmental Specifications (PDF and Word format) to the PBC for review and comment prior to issuing them to the sub-contractors for execution. The Design Builder shall redline changes made to the template specifications prior to submitting them to the PBC. The DB shall make any required modifications or corrections and reissue the specifications. The DB shall upload the final version to Collaborative Workspace (CW) upon completion of the specifications. Scope of work sheets and drawings are required for this project.
- h. General Environmental Manager: The DB shall provide an experienced individual to perform the following General Environmental Management (GEM) services for renovation/demolition activities which include, but are not limited to the following:
  - i. Administrative Controls;
  - ii. Management and Coordination of Regulated Waste Removal and Disposal Activities;
  - iii. Waste Profiles, soil removal and disposal oversight;
  - iv. Backfill analysis review and approval;
  - v. Management and Scheduling of Air Sampling Activities During Asbestos Abatement Activities;
  - vi. Management, Scheduling and Reporting for Ambient Air Monitoring During Demolition; and
  - vii. Underground Storage Tank Removal Management, Oversight, Sampling and Reporting Services (if required).
  - viii. Attend meetings as requested by the PBC;
  - ix. Coordinating all environmental inspections and getting the inspection reports to the PBC in a timely manner for review;
  - x. Making sure all environmental inspection reports are provided in hard copy to the PBC and uploaded to CW;
  - xi. Getting all required design review deliverables to the PBC and incorporating all design review comments to the PBC's satisfaction;

- xii. Setting up all required environmental meetings and providing environmental project and deliverables status to the PBC as requested;
  - xiii. Become familiar with and institute existing asbestos and demolition specifications;
  - xiv. Review and approve environmental submittals required in the specifications, receiving environmental documentation from the Demolition / Abatement Contractors through CW;
  - xv. Coordinate and schedule environmental consultant's work tasks. The GEM will coordinate with any and all abatement, air sampling professional work, waste removal and Demolition/Abatement Contractors to schedule environmental oversight activities and will be in charge of managing the schedule of any and all environmental activities;
  - xvi. Receive, review, comment and approve all documents related to asbestos abatement, regulated waste removal, underground storage tank and air monitoring activities on behalf of the PBC;
  - xvii. Be responsible for escorting regulators around on campus and will be the on-site point of contact for any and all regulatory or public inquiries related to environmental matters;
  - xviii. Respond to any and all correspondence from local, state or federal regulators on behalf of the PBC after PBC review, and will provide corrective action negotiations when necessary;
  - xix. Perform daily inspections of environmental work activities and will observe, document and notify the PBC of any issues as required;
  - xx. Sign waste manifests on behalf of site owner;
  - xxi. Provide regulated materials management and oversight during removal and disposal activities;
  - xxii. Coordinate with Demolition/Abatement Contractor on site and shall maintain all submittal records and upload them to CW on a weekly basis;
  - xxiii. Be responsible to maintain schedules of all waste removal activities on site;
  - xxiv. Be responsible to inspect the areas where all waste is being removed and stored to ensure work was done correctly and in accordance with contract specifications;
  - xxv. Respond to site issues, unforeseen conditions, regulatory inspections / citation, site emergencies, spills, etc. on an emergency response basis and prepare a detailed comprehensive report at the conclusion of each incident;
  - xxvi. Coordinate Air Sampling Professional's (ASP) with the Demolition / Abatement Contractors and will keep a schedule of all ASP work being performed;
  - xxvii. Provide advice on technical matters during the course of the abatement and demolition activities, and as needed consultation to the PBC;
  - xxviii. Provide daily observations and documentation of the asbestos abatement work; and
  - xxix. Provide coordination for ambient air monitoring for asbestos, lead and particulates (PM10) during demolition activities.
- i. Air Sampling Professional Services: The DB shall provide Air Sampling Professional / Project Managers (ASP / PM) for the renovation/demolition activities as needed to satisfy applicable regulations such as OSHA. At a minimum, the ASP / PM shall be responsible for general asbestos abatement oversight activities, asbestos air sampling of inside and outside work areas, clearance air monitoring for asbestos abatement operations, and reporting. The ASP / PM will have to coordinate work activities with the GEM and the asbestos / demolition contractors. They will monitor abatement activities in accordance with all local, state and federal guidelines. They will review the asbestos/demolition contractor submittals including but not limited to:
- i. Notifications;
  - ii. Worker and supervisor licensing;
  - iii. Sign in sheets;
  - iv. Waste manifests;
  - v. The ASP / PM will conduct containment inspection;
  - vi. The ASP / PM will inspect the work areas and abatement procedures;
  - vii. THE ASP / PM will visually inspect the engineering controls systems including negative pressure ventilation systems, decontamination procedures and respiratory protection worn by asbestos abatement employees;
  - viii. The ASP / PM will monitor of contractor work methods including workspace cleanliness, wet work methods, bag out, and final cleaning; and

- ix. The ASP/PM will evaluate whether visible debris and asbestos containing materials have been fully removed as per the specifications.
- j. The ASP / PM shall be licensed by the IDPH and shall have Asbestos Analyst Registry (AAR) accreditation. (If the ASP / PM is not an accredited AAR then the DB shall include the PCM analytical costs). Laboratories analyzing samples (if needed) shall participate in AIHA PAT Program or analyst should be AAR. The ASP / PM will be responsible for asbestos air sampling of inside and outside work areas and clearance monitoring.
- k. Air monitoring shall be conducted in accordance with the National Institute for Occupational Safety and Health (NIOSH) Method 7400, counting rules and all local, state and federal requirements. The ASP/PM shall provide work area monitoring (inside and outside containments) and final clearance inspection, testing and sample analysis using phase contrast microscopy (PCM) in accordance with IDPH regulations. The timing and sequencing, including area start and finish points, of abatement must be coordinated with the PBC, the GEM and the asbestos/demolition contractor for related phases of the overall project.
- l. The DB shall also prepare monitoring reports in a standardized reporting format to document on-site monitoring during abatement that includes, at a minimum:
  - i. Summary of work;
  - ii. Company and ASP / PM Name and License;
  - iii. Date and time of activities;
  - iv. Sampling methods used;
  - v. Asbestos abatement contractor;
  - vi. Daily worker log;
  - vii. Work area sign-in and out logs;
  - viii. Photographs during abatement activities (before and after);
  - ix. Notifications;
  - x. Worker and Supervisor Licensing;
  - xi. Waste Manifests;
  - xii. Analytical/filled out air sampling forms by ASP / PM;
  - xiii. Daily inspectors logs;
  - xiv. Other forms and/or logs required by state and federal regulations; and
  - xv. Provide sampling and analysis of unexpected ACM encountered during the work.
- m. Ambient Air Monitoring Services: The DB shall provide ambient air monitoring to ensure compliance with existing local, state and federal ambient air standards. Ambient air monitoring shall be performed during demolition activities for asbestos, lead and particulates (PM10). The DB shall prepare an "Ambient Air Monitoring Plan" which includes monitor locations, air sampling and analytical methodology and action levels. It is anticipated that these samples will be performed to establish a baseline demonstrating the ambient air levels of asbestos, lead and particulates during demolition activities. Once baselines are established, and if monitoring shows levels are below acceptable guidelines as stated below, with approval from PBC, the DB can demobilize the air monitors from the site. It is also anticipated these methods will be utilized for this project:
  - i. Respirable Dust (PM10) found in the Code of Federal Regulations (40 CFR, Part 50, Appendix J) or other approved method;
  - ii. Lead by the procedure found in Code of Federal Regulations (40 CFR, Part 50, Appendix G) or other approved method; and
  - iii. Asbestos (utilizing Phase Contrast Microscopy (PCM) and / or Transmission Electron Microscopy (TEM))
- n. The Design Builder shall provide a report for the project including but not limited to the following:
  - i. Company and ASP Name and License;
  - ii. Date and time of activities;
  - iii. Sampling methods used;
  - iv. Demolition contractor;

- v. Analytical / filled out air sampling forms by ASP;
  - vi. Daily inspectors logs; and
  - vii. Other forms and/or logs required by state and federal regulations
- o. Underground Storage Tank Oversight Services: The DB shall provide underground storage tank removal management, oversight, sampling and reporting services (if required). These services shall include, at a minimum:
  - i. Following the removal of the tanks, soil samples will be collected from the excavation walls and floor. Two (2) samples shall be collected from the excavation floor below each UST and the four (4) side walls for a total of six (6) samples from each tank basin. The soil samples collected for chemical analysis will be placed into the appropriate pre-preserved sample containers provided by the laboratory. The sample jars will be labeled and immediately placed into an ice-filled cooler. The samples will be subsequently transported under proper chain-of-custody protocol to an IEPA approved analytical laboratory. Soil samples shall be analyzed for the absence/presence of Benzene, Toluene, Ethylene, and Xylene (BTEX) using USEPA Method 5035A/8260B and Polynuclear Aromatic Hydrocarbons (PNAs) by USEPA Method 8270 SIM. In addition, one soil sample will be collected for Leaking Underground Storage Tank (LUST) Priority Pollutants.
  - ii. If needed, the DB shall prepare the 20 and 45 Day Reports as required by the Illinois Environmental Protection Agency.
  - iii. The DB shall create one binder that includes the following information for each tank.
    - 1. Description of the UST removed, the location, the size, the date, time, Contractor Name, removal permit number, product and soil removed, GPS coordinates of each corner of tank basin, backfill type, analytical results and photos;
    - 2. Removal Permit; and
    - 3. Waste Records
- p. Environmental Cost Estimate: Provide an environmental abatement estimate based on the surveys completed. The Cost Estimate shall include detailed information for the abatement of asbestos containing materials, lead-based paint mitigation (if required); removal and disposal/recycling of hazardous and non-hazardous materials; and soil removal and disposal.
- q. Environmental Project Manager: The Design Builder shall provide an Environmental Project Manager (as needed) for providing consulting services related to:
  - i. Review the Phase I and II Environmental Site Assessment and providing recommendations regarding management of soils in the project area;
  - ii. Preparation of an "Environmental Remediation Plan" to indicate impacted soils and disposal requirements;
  - iii. Providing submittal reviews related to soil disposal and imported materials;
  - iv. Preparation of a "Waste Management Plan"; and
  - v. Manage off-site soil disposal with a truck tracking log

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## **EXHIBIT #2**

**Documents and Drawings Issued for Scope and Performance Criteria  
(Conceptual Plan) dated November 21, 2017**

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**PBC SOUTH SIDE  
HIGH SCHOOL**

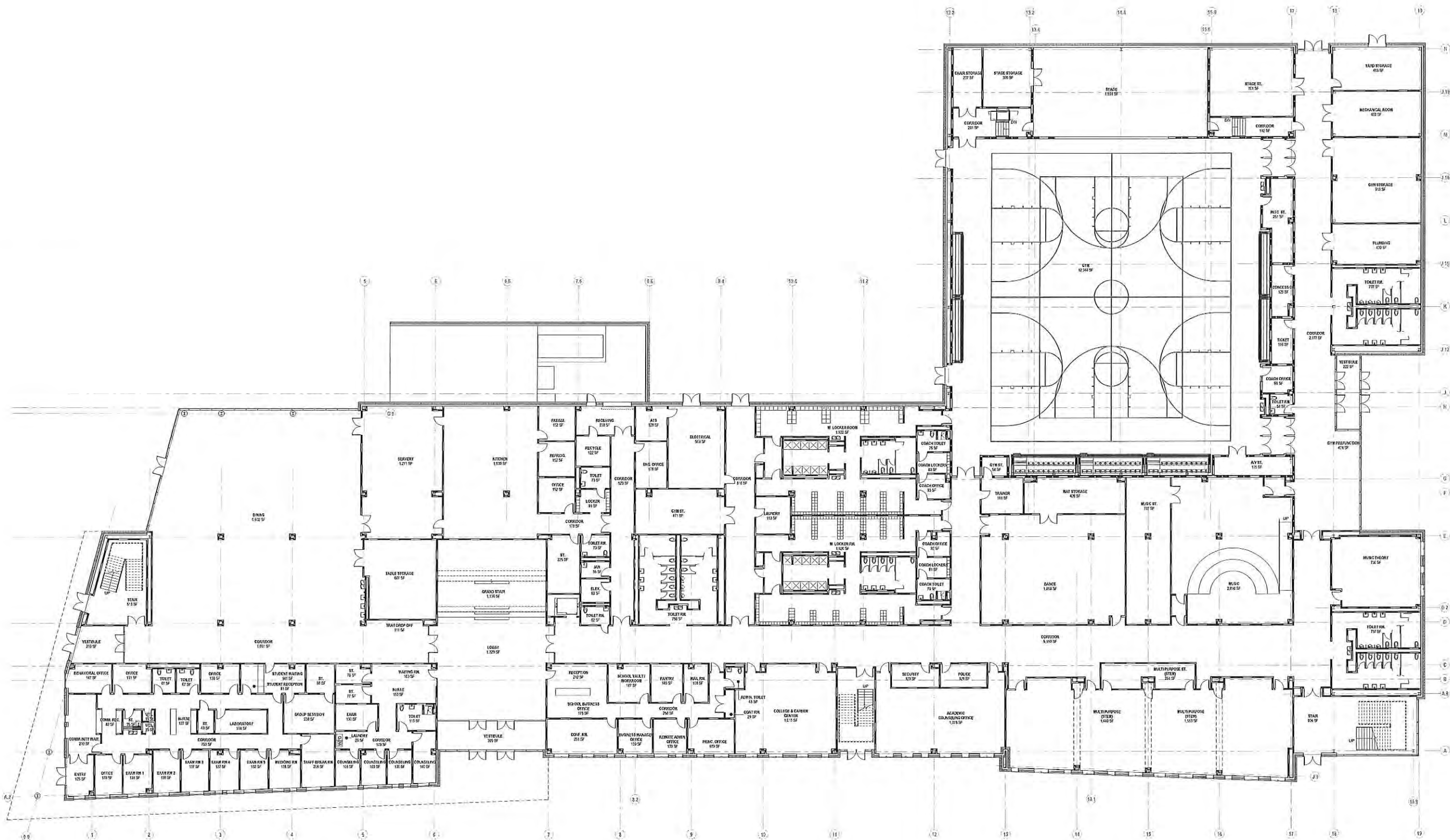
6835 SOUTH NORMAL BLVD.  
CHICAGO, ILLINOIS 60621

**CONCEPTUAL PLAN SIGN-OFF  
11.21.2017**

*Mary De Runk*  
*11/21/17*





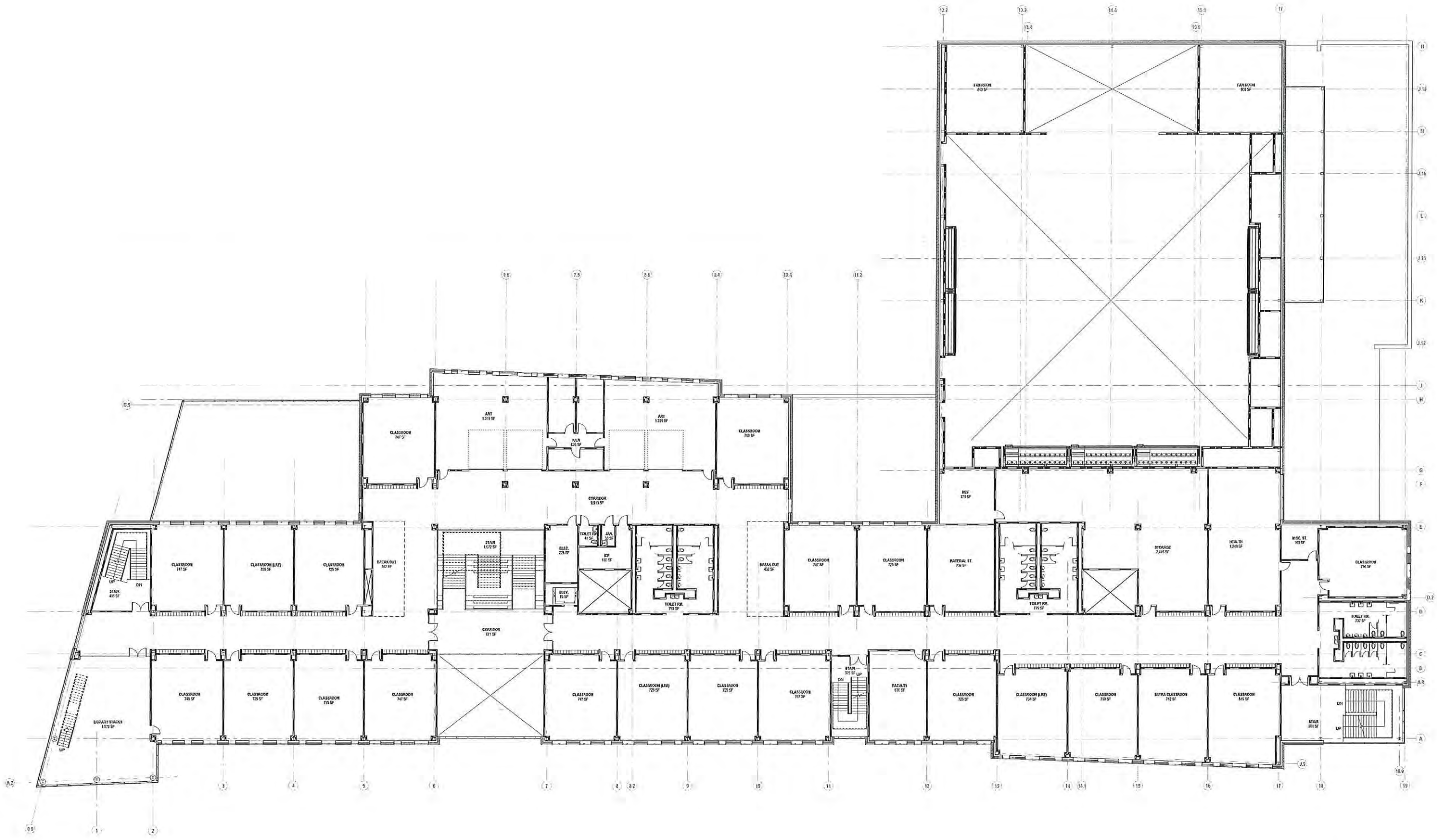


1 FIRST FLOOR PLAN  
3/32" = 1'-0"

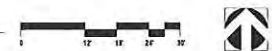


*Mary DePinto*  
11/21/17





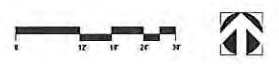
1 SECOND FLOOR PLAN  
3/8" = 1'-0"



*Mary De Runk*  
11/21/2017



1 THIRD FLOOR PLAN  
3/32" = 1'-0"



Mary DeRout  
11/21/2017

## **EXHIBIT #3**

**Schematic Design Plans and Specifications prepared by Moody Nolan dated December 18, 2017  
(Incorporated Herein – Full set of documents (99 pages) contained in CW)**

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# NEW SOUTH SIDE HIGH SCHOOL

6835 SOUTH NORMAL BLVD.  
CHICAGO, ILLINOIS 60621

PBC PROJECT NUMBER 05185

## SCHEMATIC DESIGN 12.18.2017



PUBLIC BUILDING COMMISSION OF CHICAGO  
RAHM EMANUEL, CHAIRMAN  
CARINA E. S ÁNCHEZ, EXECUTIVE DIRECTOR

CHICAGO PUBLIC SCHOOLS  
FORREST CLAYPOOL, CHIEF EXECUTIVE OFFICER  
FRANK M. CLARK, CHICAGO BOARD OF EDUCATION PRESIDENT  
MARY M. DE RUNTZ, CHIEF OF CAPITAL IMPROVEMENT



### ARCHITECT OF RECORD

Moody Nolan  
209 S. LaSalle St. Suite 820  
Chicago, IL 60604  
P: 312.929.2516  
F: 000.000.0000

### STRUCTURAL ENGINEER

David Mason and Associates  
464 North Milwaukee Ave.  
Chicago, IL 60654  
P: 312.884.5100  
F: 312.884.5101

### LANDSCAPE ARCHITECT

Terra Engineering  
225 W. Ohio Street, 4th Floor  
Chicago, IL 60654  
P: 312.467.0123  
F: 312.467.0220

### CIVIL ENGINEER

David Mason and Associates  
464 North Milwaukee Ave.  
Chicago, IL 60654  
P: 312.884.5100  
F: 312.884.5101

### THEATER CONSULTANT

IMEG  
231 South LaSalle, Suite 600  
Chicago, IL 60604  
P: 312.294.0501  
F: 312.294.0003

### MEP/FP ENGINEER

IMEG  
231 South LaSalle, Suite 600  
Chicago, IL 60604  
P: 312.294.0501  
F: 312.294.0003

### ACOUSTICS CONSULTANT

IMEG  
231 South LaSalle, Suite 600  
Chicago, IL 60604  
P: 312.294.0501  
F: 312.294.0003

### ENVIRONMENTAL ENGINEER

Intertek - PSI  
4421 Harrison Street  
Hillside, IL 60162  
P: 708.236.0720  
F: 708.236.0721

### FOOD SERVICE CONSULTANT

S2O Consultants  
530 N. Wood #C  
Chicago, IL 60622  
P: 224.717.1999



NEW SOUTH SIDE  
HIGH SCHOOL  
6835 SOUTH NORMAL BLVD.  
CHICAGO, IL 60621  
CHICAGO PUBLIC SCHOOLS  
CITY OF CHICAGO, MAYOR RAHM EMANUEL

Architect of Record:  
MOODY NOLAN, INC.  
ADDRESS: 209 S. LA SALLE ST. SUITE 820  
CHICAGO, ILLINOIS 60604  
PHONE: 312.929.2516  
FAX: 312.623.4873  
WEB: www.moodynolan.com

BROOK ARCHITECTURE  
Chicago, IL  
Associate Architect

DAVID MASON & ASSOCIATES  
Chicago, IL  
Structural Engineers of Record

TERRA ENGINEERING  
Chicago, IL  
Landscape Architects of Record

DAVID MASON & ASSOCIATES  
Chicago, IL  
Civil Engineers of Record

IMEG  
Chicago, IL  
MEPP Engineers of Record

IMEG  
Chicago, IL  
Acoustics Consultant

IMEG  
Chicago, IL  
Theatre Consultant

S2O CONSULTANTS  
Chicago, IL  
Food Service Consultant

JENSEN HUGHES  
Chicago, IL  
Code/Accessibility Consultant

LEVEL-1 GLOBAL SOLUTIONS  
Chicago, IL  
Technology Integration Consultant

Issue	Description	Date
1	CONCEPT DESIGN	12.08.17
2	SCHEMATIC DESIGN	12.18.17

PBC Project Name: NEW SOUTH SIDE HIGH SCHOOL  
PBC Contract #: 05185  
Project No.: 17561

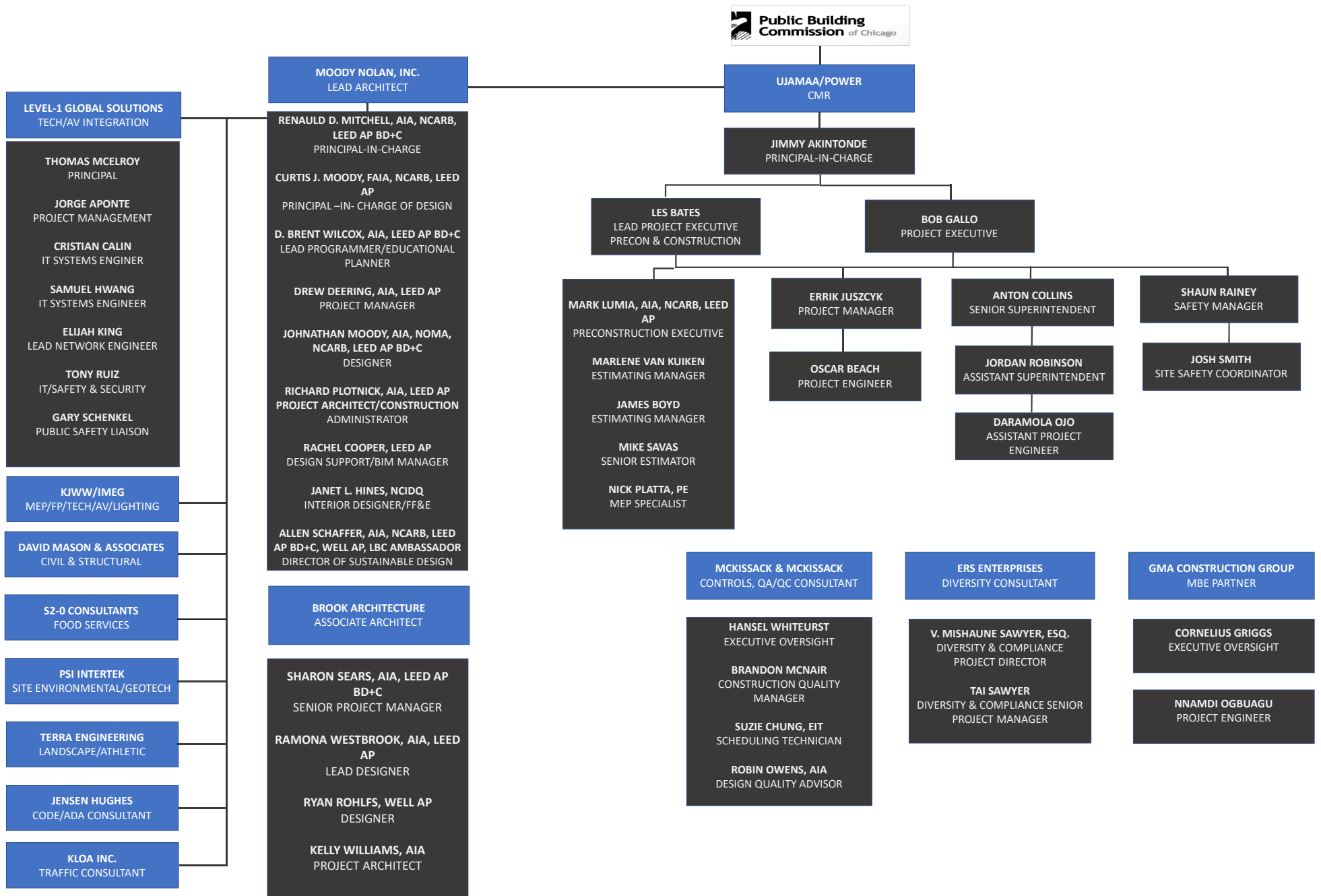
Sheet  
COVER SHEET

G000

# **EXHIBIT #4**

## **Design-Builder Key Personnel**

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# Jimmy Akintonde



## Principal-In-Charge



Tenure | 15 years with Ujamaa  
35 years in Industry

## EDUCATION

B.S. Architecture  
Illinois Institute of Technology

As President and CEO, Jimmy leads the team of construction professionals, consultants and business partners that successfully operate Ujamaa Construction Inc. (UJAMAA), a fast-growing general contracting and construction management firm. Since the firm's inception in 2002, he has diversified the business operations to serve the healthcare, institutional, retail, commercial and multi-family construction markets. This community-based, client-focused approach has earned the firm the respect, trust and business from clients in varying markets across the Midwest. His strength in collaboration and bringing out the strengths in a diverse team are the key to a successful project delivery. Jimmy brings two-decades of construction experience working in the Chicagoland area.

## RELATED EXPERIENCE

### Halsted Parkways *Chicago, Illinois*

- A mixed use development of an 11 acre parcel on the northwest corner of 63rd and Halsted Streets. Current scope of work includes site infrastructure and construction of over 50,000 SF of retail space to include Whole Foods as a retail anchor.

### Mile Square Health Center *Chicago, Illinois*

- 120,000 sf outpatient facility for the University of Illinois Chicago featuring offices, nurse stations, exam rooms, procedure rooms, labs, a pharmacy and waiting and registration areas for family medicine, internal medicine, pediatrics, ob/gyn, midwifery, mental health, and dentistry practices.

### Illinois Institute of Technology *Chicago, Illinois*

- 70,000 sf, 2-story Kaplan Innovation Center features state-of-the-art labs, prototyping spaces and collaborative space. It will be the home of the IIT Institute of Design, the Self Leadership Academy, the Idea Shop, Jules K. Knapp Entrepreneurship Center and the Inter-professional Project Program

### Chicago Public Schools *Chicago, Illinois*

- 2103 Design-Build CPS Summer Re-investment program completed \$11 Million renovation in projects in (3) CPS schools in 8 weeks.

*Managed the \$27 MM program inclusive of:*

- City College of Chicago and University of Illinois JOC Programs inclusive of renovation work in occupied facilities.
- University of Chicago, Illinois Institute of Technology and Columbia College.



Tenure | 7 years with Moody Nolan  
21 years in the Industry

## EDUCATION

BArch, Architecture  
Howard University

Associate Certificate, Project Management  
George Washington University

## Principal-in-Charge

Renauld brings to the firm more than 20 years of experience in the metropolitan Chicago area and serves as the Director of Operations for Moody Nolan's Chicago office. A seasoned architect and project executive, Renauld offers a uniquely-balanced perspective to the clients he serves and possesses a comprehensive understanding of the project life cycle obtained through a combination of architectural practice and owner's project/program management. He has worked on a variety of project types ranging from healthcare, K-12 and higher education to government, civic and residential. Renauld is an active member in the Chicago community, serving in professional and charitable organizations such as the American Institute of Architects (AIA), the National Organization of Minority Architects (NOMA) and the Boys & Girls Club of Chicago.

## RELATED EXPERIENCE

### **Malcom X College and School of Science** *Chicago, Illinois*

■ 545,000 sf, Academic classrooms and teaching laboratories as well as recreation facilities, a conference center and support spaces are all organized around a student union, library and external roof garden. The facility is crowned by an eight-story tower which represents a "virtual hospital" and allows students to learn through simulated, real-world healthcare scenarios.

### **UCAN C.I.T.Y Campus** *Chicago, Illinois*

■ 54,000 sf residential treatment facility and 40,000 sq. ft. administrative office building. The three-story residential facility includes 70 dormitory-style bedrooms, a gymnasium, institutional kitchen, administrative and support spaces. The seven-acre campus also includes parking, playing fields and an entry plaza, and provides a safe and secure environment for residents ages six through 18. Sustainable design and energy efficiency were important components of the design.

### **Wintrust Arena at McCormick Place (P3 Partnership with Depaul University)** *Chicago, Illinois*

■ 285,000 sf, 10,500-seat venue the country's largest convention center. The venue will also serve as home of DePaul University basketball. The new event center is part of a redevelopment plan to transform the surrounding neighborhood into a vibrant entertainment district. The building's design is contemporary, but it grows from a study of the adjacent neighborhoods. The arena is located on the site's most public spot, on the corner of prominent streets Cermak and Indiana. This placement and the building's transparent facades help to create an architecture of experience in which the activity energy and excitement of the arena is felt on the street. Arena seating parts at the southwest corner, offering passersby a glimpse of the events inside, as well as the Demon Deck — a cantilevered section of seats reserved for student fans of the DePaul Blue Demons.





Tenure | 22 years with Brook  
Architecture

32 Years in Industry

## EDUCATION

M.S. Architecture,  
University of Illinois

B.S. Architecture,  
University of Illinois

## PROFESSIONAL STATUS

Licensed Architect, State of Illinois

## Lead Designer

Founder and President of Brook Architecture, RaMona will lead the interior design of academic and support spaces. Ms. Westbrook's extensive programming expertise is especially valuable at the start of the design process.

## RELATED EXPERIENCE

### Gwendolyn Brooks College Preparatory Academy *Chicago, Illinois*

- Executive member of a joint venture created to build an athletic and a performance center. Served as the Athletic Center AOR from Design Development through Project Close-Out. 50,000 SF, \$18 million facility is certified LEED Silver.

### Chicago Public School Central Office Relocation *Chicago, Illinois*

- Executive Project Manager for 200,000 sf tenant build out of administrative offices. Sustained the project's compressed 1-year design/build schedule. Reviewed and documented a preliminary program in two weeks. Managed the completion of design, permit and construction documents at breakneck pace to meet the client's move in date.

### Stronger Campus Development *Chicago, Illinois*

- Identified the buildings and vacant parcels, evaluated attributes, building violations, repair costs, market demand, and zoning limitations. Directed development of presentation materials to facilitate a design charrette to get community input on how old Cook County Hospital could be used and how to incorporate concepts into a master plan. Provided programming and zoning analysis to incorporate new mixed-use residential complex and a new retail corridor • Verified existing department sizes, spatial requirements and adjacency for new administrative tower.

### Central Campus Health Center *Chicago, Illinois*

- Led the programming and design for the interior architecture of five floors of administrative space. Programmed 1000 employees in three different buildings in 26 functional divisions. Interviewed department heads, documented workplace requirements for a 700-member medical staff and developed standards for workstations, private offices, conference rooms and collaboration spaces.

### 31st Street Harbor *Chicago, Illinois*

- Developed the programming and design for a harbor building as part of marina complex for the Chicago Park District. Presented the design options to the community and alderman to gain support. Managed the design that included retail space, community meeting room, and garage. Project earned an AIA, Chicago sustainability award and LEED Gold certification.

# EXHIBIT #5

Design Build GMP Form

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# INITIAL GUARANTEED MAXIMUM PROJECT COST FORM

## SOUTH SIDE HIGH SCHOOL – PS2096

Unused portions of all contingencies and allowances will be returned to the Project's budget and, ultimately, the User Agency (CPS).

Description		Cost
<b>1. General Conditions</b>		<b><u>\$1,523,680</u></b>
<b>2. Payment and Performance Bond &amp; Insurance</b>		
Payment and Performance Bond	<b><u>\$254,589</u></b>	<b><u>\$504,222</u></b>
Insurance	<b><u>\$249,633</u></b>	
<b>3. Utilities Allowance</b> (design, engineering, coordination, permitting, and construction of utilities beyond the property line)		<b><u>\$1,000,000</u></b>
<b>4. Design Phase Services*</b> (including but not limited to services and deliverables associated with the following areas: architecture; engineering; environmental; commissioning, utilities; way-finding; traffic; associated permitting as required; and the entire entitlement [Planned Development] review including any/all fees for legal services etc.)		<b><u>\$4,009,193</u></b>
<b>5. Cost of the Work*</b> (Cost of Building Construction + Demolition and Abatement of Existing Paul Robeson High School + Design-Builder's Contingency + Commission's Contingency)		
Cost of Building Construction*	<b><u>\$17,766,200</u></b>	<b><u>\$21,688,849</u></b>
Demolition and Abatement of Existing Paul Robeson High School*	<b><u>\$1,891,000</u></b>	
Design-Builder's Contingency*	<b><u>\$531,649</u></b>	
Commission's Contingency (owner directed changes and unforeseen conditions)*	<b><u>\$1,500,000.00</u></b>	
<b>6. Design-Builder's Fee</b> (percentage of the total value of Line 4 + Line 5)		<b><u>\$1,107,174</u></b>
<b>7. The Guaranteed Maximum Project Cost Proposal</b> for the design and construction of the South Side High School will be the added values of Lines 1 + 2 + 3 + 4 + 5 + 6.		<b><u>\$29,833,118</u></b>

\*Indicates values to be included in the MBE/WBE calculation

Firm Name: Ujamaa Power II Joint Venture

Contact Name: Jimmy AKintonde

Contact Email: jakintonde@ujamaaconstruction.com

Signature: \_\_\_\_\_

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

# EXHIBIT #6

## Fee Waiver

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EXHIBIT C  
FEE WAIVER

# City of Chicago



O2016-8630

Office of the City Clerk

## Document Tracking Sheet

<b>Meeting Date:</b>	12/14/2016
<b>Sponsor(s):</b>	Emanuel (Mayor)
<b>Type:</b>	Ordinance
<b>Title:</b>	Waiver of building and facility-related permit and license fees for Public Building Commission
<b>Committee(s) Assignment:</b>	Committee on Finance



Fin

OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

December 14, 2016

TO THE HONORABLE, THE CITY COUNCIL  
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Budget Director, I transmit herewith an ordinance extending a fee waiver for the Public Building Commission.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

A handwritten signature in black ink that reads "Rahm Emanuel". The signature is fluid and cursive, with the first name "Rahm" and last name "Emanuel" clearly distinguishable.

Mayor

## **ORDINANCE**

### **BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:**

**SECTION 1.** Pursuant to Section 2-8-065(c)(1) of the Municipal Code of Chicago (“Code”), the appropriate city departments are hereby authorized and directed to waive, in full, all permit fees, license fees, plan review fees and on-site inspection fees, including, but not limited to, demolition permits, sprinkler system permits, public way use permits, elevator permits and permits for work affecting parkway trees and shrubs, otherwise required to be paid by the Public Building Commission of Chicago (“PBC”), a governmental entity, in connection with the construction, repair, alteration, renovation, rehabilitation and maintenance of buildings, land, parks and other facilities owned by the below-named governmental entities and done by the PBC for the below-named governmental-entity clients of the PBC:

City of Chicago, including the Chicago Public Library  
Chicago Public Schools  
Chicago Park District  
Chicago Infrastructure Trust, but only for projects of the above-named governmental entities

Provided, however, that the fee waivers authorized under this section shall not apply in connection with any monies owed by the City to any third party for any service provided to the City by such third party under the department of building's developer services program or under any other city program.

Provided further, that the fee waivers authorized under this section shall be used exclusively to carry out the PBC's statutory and corporate purpose(s) in connection with work done by the PBC for the above-named governmental-entity clients of the PBC. As a continued condition to the grant of this waiver, all work requiring the submission of plans shall be done in accordance with plans submitted to and approved by the appropriate city department; all required permits and licenses shall be obtained; and said building, land, parks and facilities, and all appurtenances thereto, shall be constructed and maintained in compliance with the applicable provisions of this Code and any rules and regulations duly promulgated thereunder.

**SECTION 2.** The PBC shall submit to the Office of Budget and Management (“OBM”), on a quarterly basis, a written report summarizing the number and type of fee waivers granted to the PBC under Section 1 of this ordinance, and the amount of each fee so waived. Such written report shall be submitted in a manner and form acceptable to OBM.

**SECTION 3.** This ordinance shall take full force and effect upon its passage and approval; shall be retroactive until January 1, 2017; and shall be in force until December 31, 2019.



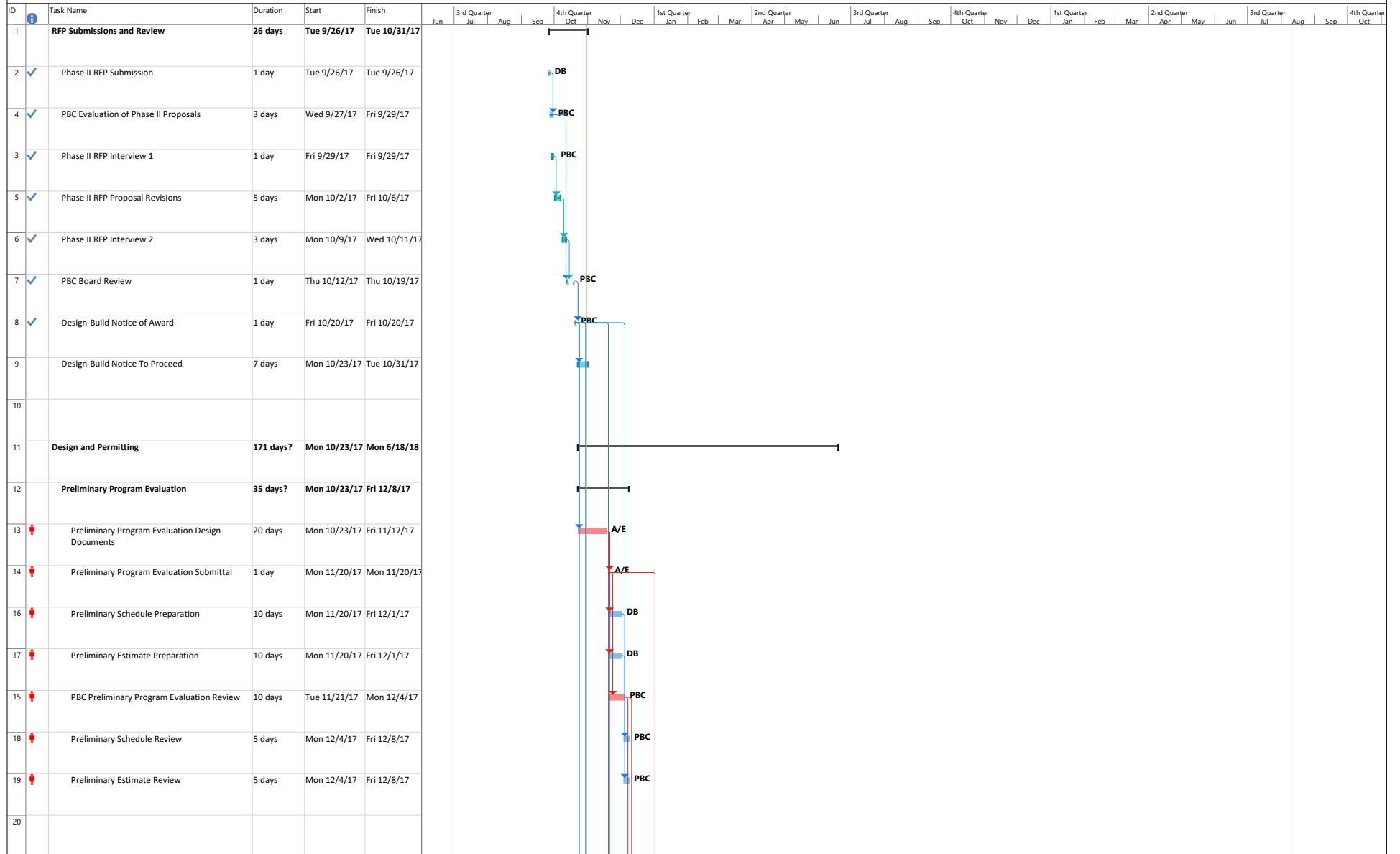
# EXHIBIT #7


## Design Build Schedule

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## New South Side High School Pre Con Prelim Design Build Schedule

Tue 10/31/17

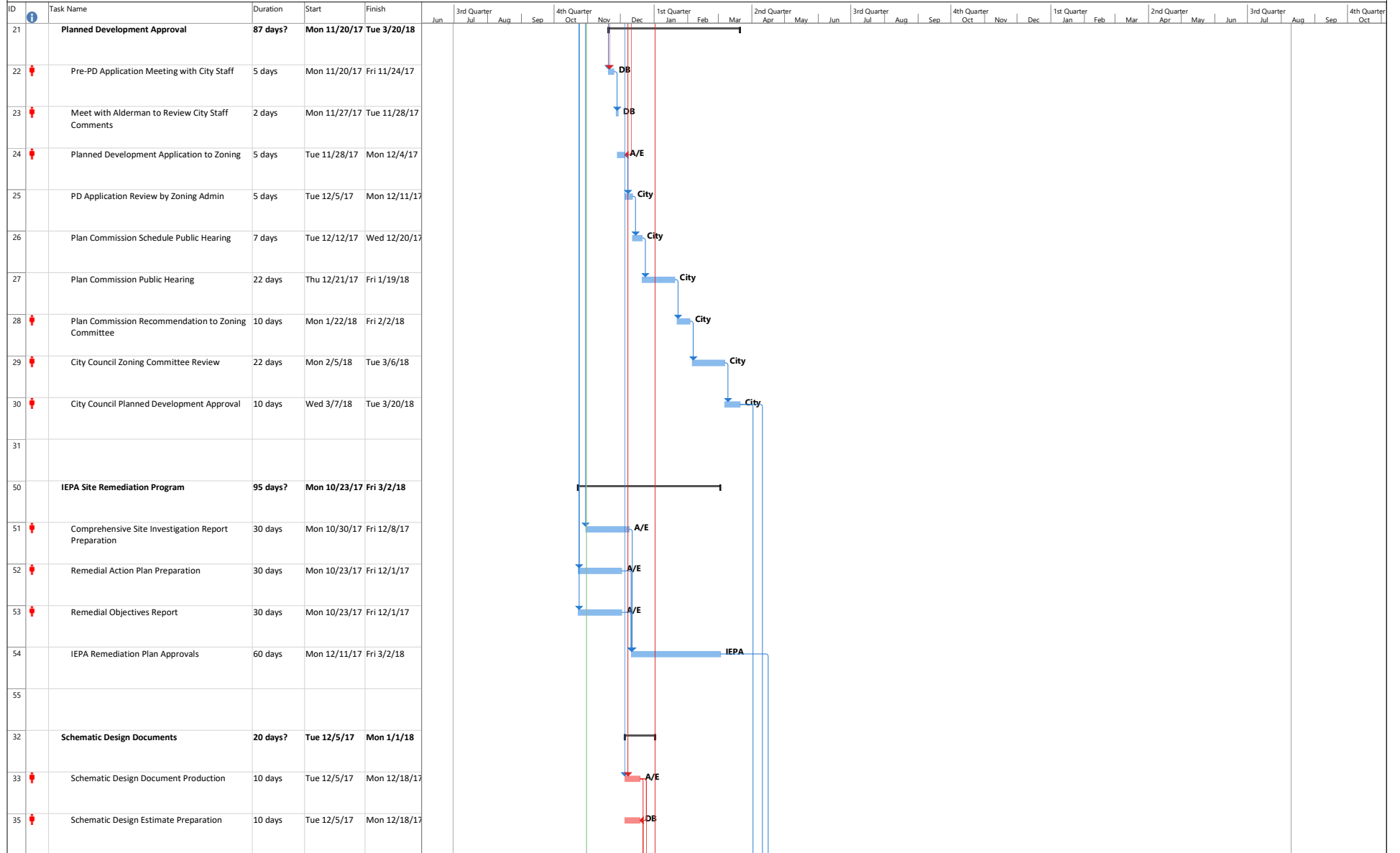




Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Critical Split
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	Progress
Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Critical	Manual Progress

# New South Side High School Pre Con Prelim Design Build Schedule

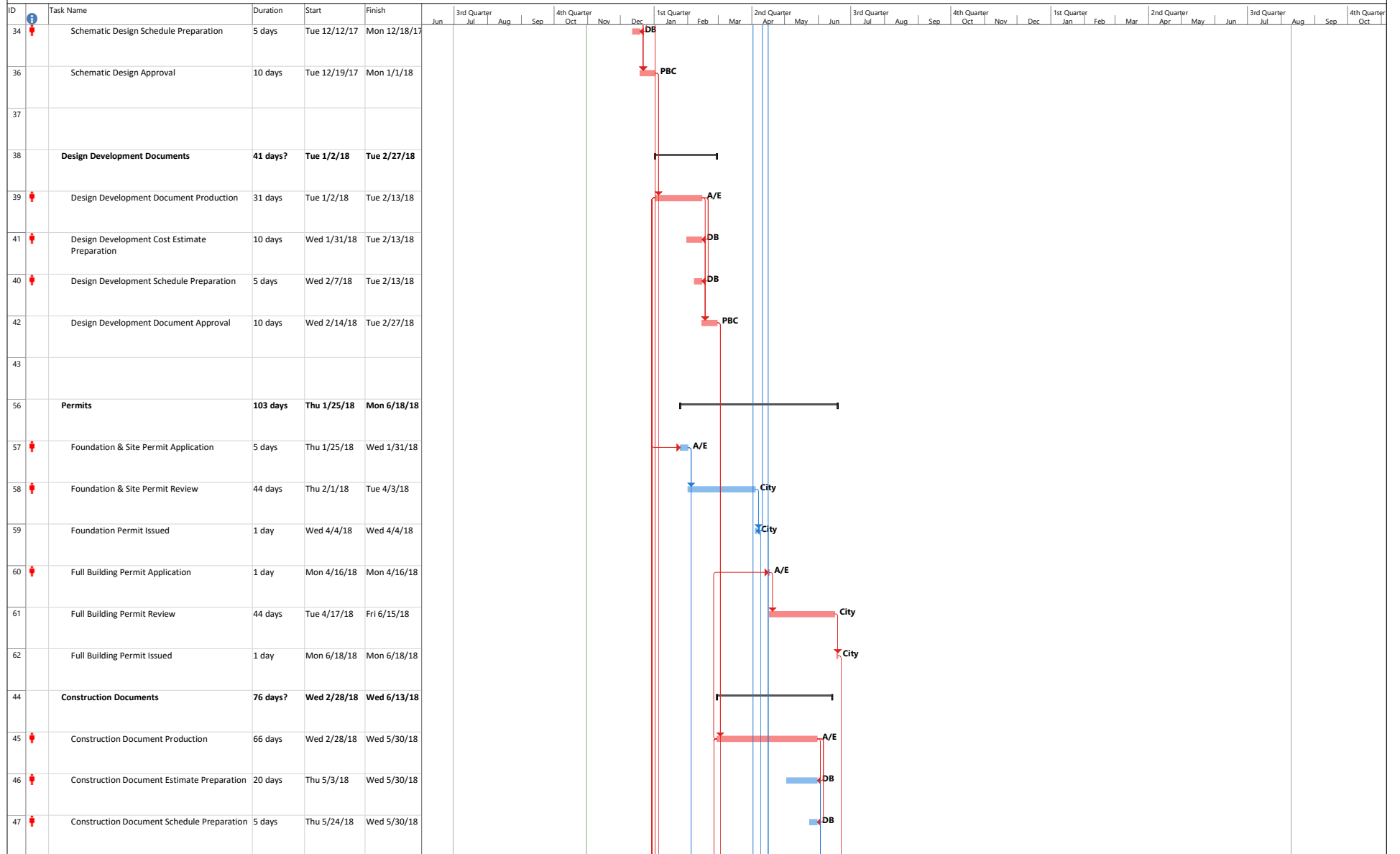
Tue 10/31/17




Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Critical Split
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	Progress
Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Critical	Manual Progress

## New South Side High School Pre Con Prelim Design Build Schedule

Tue 10/31/17

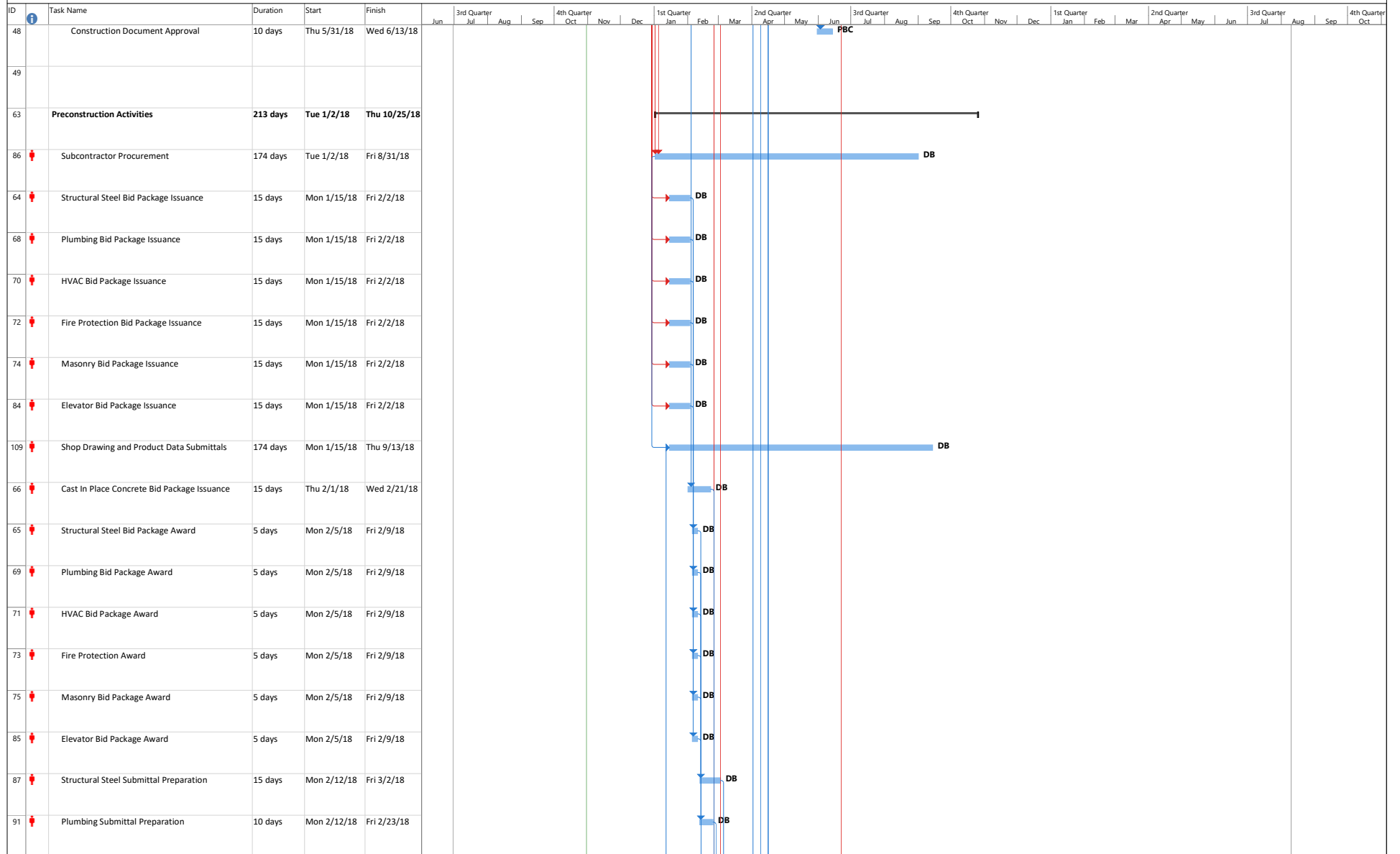




Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Critical Split
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	Progress
Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Critical	Manual Progress

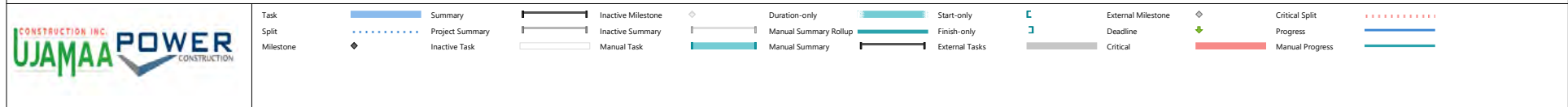
## New South Side High School Pre Con Prelim Design Build Schedule

Tue 10/31/17



Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Critical Split
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	Progress
Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Critical	Manual Progress

## Tue 10/31/17



## Tue 10/31/17

**Task**: Solid blue bar  
**Split**: Dotted blue line  
**Milestone**: Diamond symbol

**Task Types**:
 

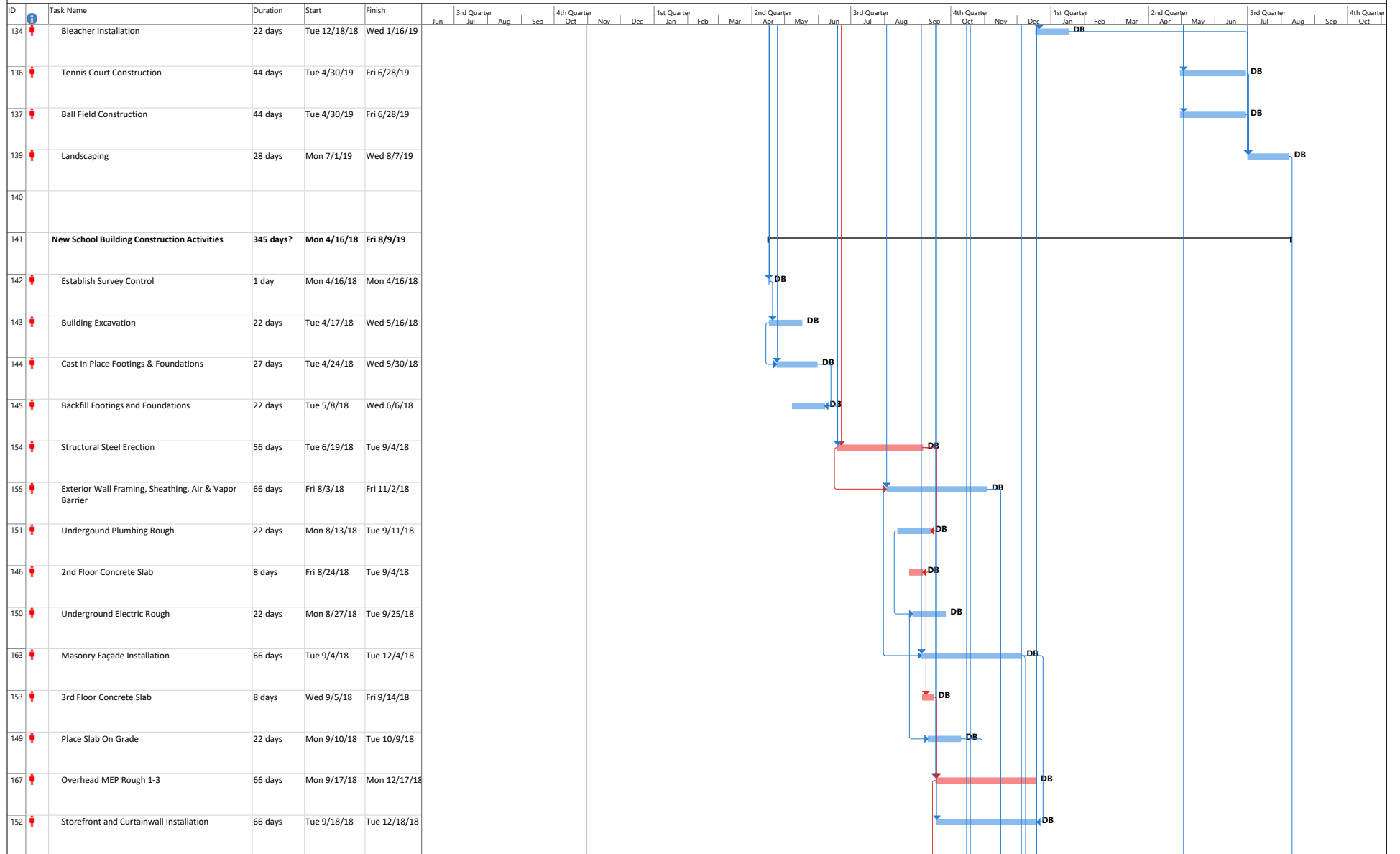
- Summary: Solid blue bar
- Project Summary: Dotted blue line
- Inactive Task: Solid grey bar
- Inactive Milestone: Diamond symbol
- Inactive Summary: Dotted blue line
- Manual Task: Solid blue bar
- Manual Summary: Solid blue bar
- Duration-only: Solid blue bar
- Manual Summary Rollup: Solid blue bar
- Start-only: Solid blue bar
- Finish-only: Solid blue bar
- External Tasks: Solid blue bar
- External Milestone: Diamond symbol
- Deadline: Solid blue bar
- Critical: Solid blue bar
- Critical Split: Dotted blue line
- Progress: Solid blue bar
- Manual Progress: Solid blue bar


## Tue 10/31/17



## New South Side High School Pre Con Prelim Design Build Schedule

Tue 10/31/17





Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Critical Split
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	Progress
Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Critical	Manual Progress

# New South Side High School Pre Con Prelim Design Build Schedule

Tue 10/31/17



Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Critical

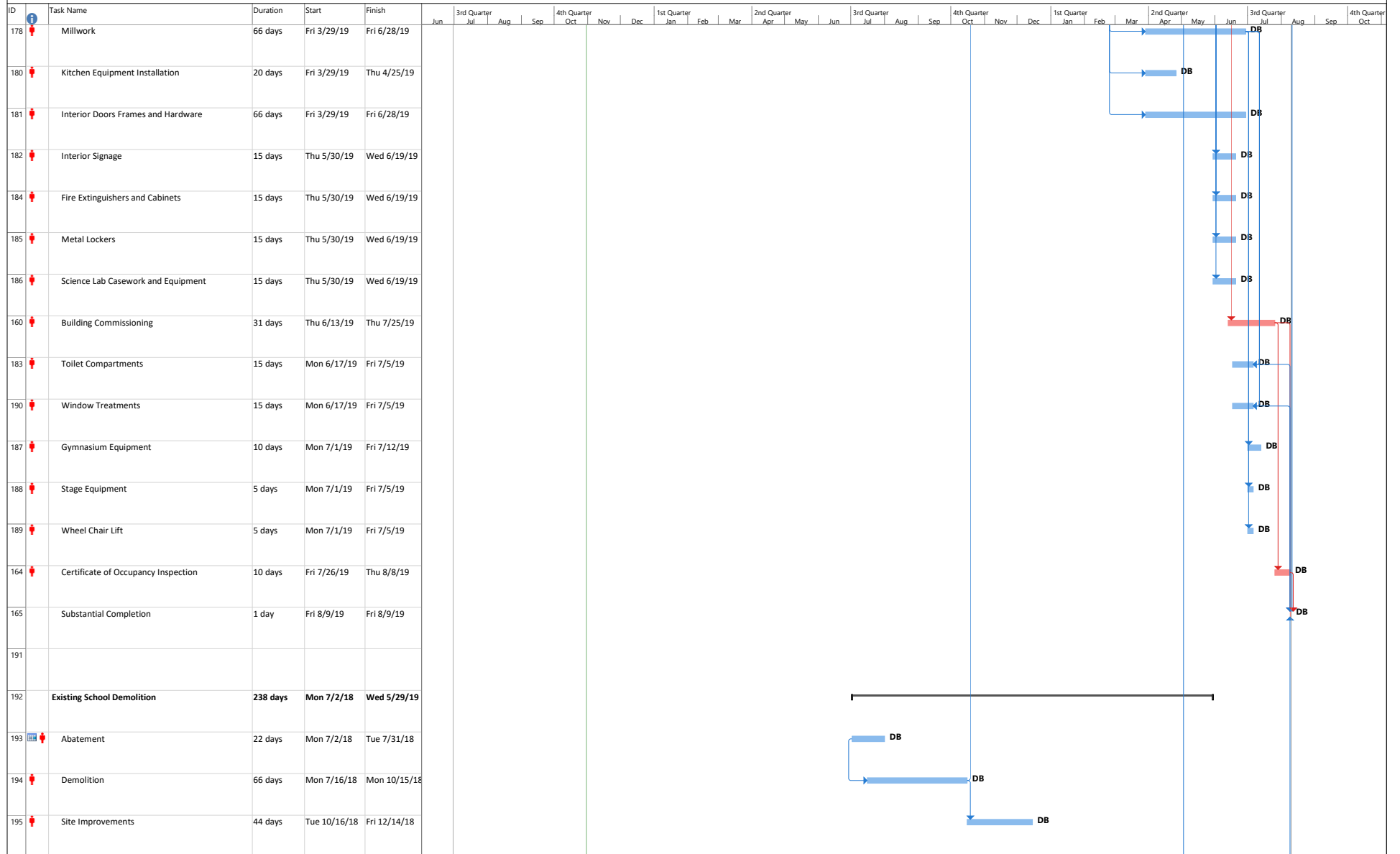
Critical Split

Progress

Manual Progress

# New South Side High School Pre Con Prelim Design Build Schedule

Tue 10/31/17



Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Critical

Critical Split

Progress


Manual Progress

## New South Side High School Pre Con Prelim Design Build Schedule

Tue 10/31/17

ID	Task Name	Duration	Start	Finish	Jun	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter														
196	Landscaping	22 days	Tue 4/30/19	Wed 5/29/19	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct





Task	<div style="width: 20px; height: 10px; background-color: #0070C0; border: 1px solid black;"></div> Summary	<div style="width: 20px; height: 10px; background-color: #D3D3D3; border: 1px solid black;"></div> Inactive Milestone	<div style="width: 20px; height: 10px; background-color: #D3D3D3; border: 1px solid black; position: relative;"><div style="position: absolute; top: -5px; left: 50%; transform: translateX(-50%); font-size: 8px;">◆</div></div> Inactive Summary	<div style="width: 20px; height: 10px; background-color: #D3D3D3; border: 1px solid black; position: relative;"><div style="position: absolute; top: -5px; left: 50%; transform: translateX(-50%); font-size: 8px;">◆</div></div> Manual Task	<div style="width: 20px; height: 10px; background-color: #D3D3D3; border: 1px solid black; position: relative;"><div style="position: absolute; top: -5px; left: 50%; transform: translateX(-50%); font-size: 8px;">◆</div></div> Manual Summary Rollup	<div style="width: 20px; height: 10px; background-color: #0070C0; border: 1px solid black;"></div> Manual Summary	<div style="width: 20px; height: 10px; background-color: #0070C0; border: 1px solid black; position: relative;"><div style="position: absolute; top: -5px; left: 50%; transform: translateX(-50%); font-size: 8px;">◆</div></div> Start-only	<div style="width: 20px; height: 10px; background-color: #0070C0; border: 1px solid black; position: relative;"><div style="position: absolute; top: -5px; left: 50%; transform: translateX(-50%); font-size: 8px;">◆</div></div> Finish-only	<div style="width: 20px; height: 10px; background-color: #0070C0; border: 1px solid black; position: relative;"><div style="position: absolute; top: -5px; left: 50%; transform: translateX(-50%); font-size: 8px;">◆</div></div> External Tasks	<div style="width: 20px; height: 10px; background-color: #D3D3D3; border: 1px solid black;"></div> External Milestone	<div style="width: 20px; height: 10px; background-color: #D3D3D3; border: 1px solid black; position: relative;"><div style="position: absolute; top: -5px; left: 50%; transform: translateX(-50%); font-size: 8px;">◆</div></div> Deadline	<div style="width: 20px; height: 10px; background-color: #D3D3D3; border: 1px solid black; position: relative;"><div style="position: absolute; top: -5px; left: 50%; transform: translateX(-50%); font-size: 8px;">◆</div></div> Critical	<div style="width: 20px; height: 10px; background-color: #D3D3D3; border: 1px solid black; position: relative;"><div style="position: absolute; top: -5px; left: 50%; transform: translateX(-50%); font-size: 8px;">◆</div></div> Critical Split	<div style="width: 20px; height: 10px; background-color: #D3D3D3; border: 1px solid black; position: relative;"><div style="position: absolute; top: -5px; left: 50%; transform: translateX(-50%); font-size: 8px;">◆</div></div> Progress	<div style="width: 20px; height: 10px; background-color: #D3D3D3; border: 1px solid black; position: relative;"><div style="position: absolute; top: -5px; left: 50%; transform: translateX(-50%); font-size: 8px;">◆</div></div> Manual Progress	<div style="width: 20px; height: 10px; background-color: #D3D3D3; border: 1px solid black; position: relative;"><div style="position: absolute; top: -5px; left: 50%; transform: translateX(-50%); font-size: 8px;">◆</div></div>
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# **EXHIBIT #8**

## **Insurance and Bonding Requirements**

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# INSURANCE AND BONDING REQUIREMENTS

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## **INSURANCE**

The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following Final Completion if Contractor is required to return and perform any additional work, the minimum insurance coverages and requirements specified below, insuring all operations related to the Contract.

### **INSURANCE TO BE PROVIDED**

#### **1) Workers Compensation and Employers Liability**

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 for each accident or illness. Coverage will include a waiver of subrogation.

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

Commercial General Liability Insurance or equivalent with limits of not less than \$10,000,000 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 a minimum of two (2) years following project completion, explosion, collapse, underground hazards, defense and contractual liability. The Public Building Commission of Chicago, the Board of Education of the City of Chicago, and the City of Chicago are to be named as Additional Insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work. The ISO CG2010 0704 and the CG2037 0704 endorsements or equivalents will be utilized. 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 Board of Education of the City of Chicago, and the City of Chicago are to be named as Additional Insureds 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 \$5,000,000 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 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 Board of Education of the City of Chicago, and the City of Chicago are to be named as Additional Insureds. 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. Subcontractors performing environmental work for Contractor must maintain limits of not less than \$2,000,000 per occurrence with the same terms herein.

#### **5) Professional Liability**

When Design-Builder performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$5,000,000 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.

In the event that the Design-Builder hires an Architect/Engineer to provide primary design services, the Architect/Engineer must maintain limits of not less than \$5,000,000 per occurrence with the same terms herein. All other subconsultants/subcontractors performing professional work for Design-Builder 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 or Installation Floater 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, inclusive of prior sitework. 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 City of Chicago will be Named Insureds 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 work is to be performed within fifty (50) feet of the rail right-of-way, Contractor shall ensure that Railroad Protective Liability insurance in the name of the railroad or transit entity remains in force during the course of construction of the project 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. The policy will provide limits of \$2,000,000 per occurrence and \$6,000,000 aggregate as required by the railroad.

*Contractors and subcontractors are required to endorse their liability policies with form CG 24 17 to eliminate the exclusion for work within fifty (50) feet of the rail right-of-way. Contractors and subcontractors must provide copies of this endorsement with the certificate of insurance required below. Any excess or umbrella policies should follow form with the CG 24 17.*

### **B. ADDITIONAL REQUIREMENTS**

Contractor must furnish the Public Building Commission, Risk Manager, 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 the coverages have 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 coverages. The Contractor

shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation 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 Public Building Commission of Chicago and the Board of Education of the City of Chicago reserve the right to obtain copies of insurance policies and records from the Contractor and/or its subcontractors at any time upon written request.

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.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor agrees that insurers waive their rights of subrogation against the Public Building Commission of Chicago, and the Board of Education of the City of Chicago and their respective employees, elected or appointed officials, agents, or representatives.

The 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, and the Board of Education of the City of Chicago do 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, the insurance policies must name the joint venture as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverage 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:
  - 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 04 13 and the CG2037 04 13 or equivalents

The Public Building Commission of Chicago maintains the right to modify, delete, alter or change these requirements.

### **PERFORMANCE AND PAYMENT BOND**

The Contractor must furnish, at its own expense, a Performance and Payment Bond, in the amount of the full 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.





Todd D. Baraniak  
Account Executive, Officer  
Construction Services, Travelers Bond  
215 Shuman Blvd., Naperville, IL 60563  
Telephone: (630) 961-7002  
Fax: (866)216-5979

September 22, 2017

Public Building Commission of Chicago  
50 W. Washington Street  
Chicago, IL 60602

**RE: Ujamaa/Power II, a Project Specific Joint Venture**  
**Project: DESIGN/BUILD SERVICES FOR THE NEW SOUTH SIDE HIGH SCHOOL**

To Whom It May Concern:

This will advise that Travelers Casualty and Surety Company, a Connecticut Corporation, has provided bonding credit to Ujamaa Construction, Inc. since 2010 and Power Construction Company since 1995. During that time, we have executed many performance and payment bonds for both clients. We consider both of them to be high quality construction organizations and very valuable clients.

We may comment only favorably on the ability of **Ujamaa/Power II** to push a project through to completion on or before the deadline set by the owner, architect, or engineer. During our relationship, **Ujamaa/Power II** has consistently met all of its obligations and the company's excellent track record has resulted in many repeat clients.

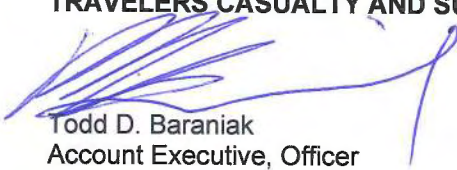
We are prepared to issue the performance and payment bonds for the above referenced project, subject of course, to the review of the final contract, specifications and financial information at the time of the performance & payment bond request.

In closing, we have the utmost confidence in the integrity and ability of **Ujamaa/Power II**. They have been extremely successful in developing strong organizations from both a management and financial standpoint.

Travelers Casualty and Surety Company is authorized to transact business in all fifty states with a Treasury listing of \$410,816,000 and is rated A++XV by A.M. Best Company.

Yours truly,

**TRAVELERS CASUALTY AND SURETY COMPANY**



Todd D. Baraniak  
Account Executive, Officer

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/05/2017

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  <b>RAM Insurance Agency</b> 16614 W 159th Street, Unit 303 Lockport, IL 60441	CONTACT NAME: <b>Robert H Walker</b>		
	PHONE (A/C, No, Ext): <b>815-893-8283</b>	FAX (A/C, No): <b>312 621-2288</b>	
E-MAIL ADDRESS: <b>bwalker@raminsuranceagency.com</b>			
INSURED  <b>Ujamaa Construction Inc</b> 7744 South Stony Island Ave Chicago, IL 60649	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : National Union Fire Ins Co		19445
	INSURER B : Travelers Prop & Cas of America		25674
	INSURER C : New Hampshire Ins Co		23841
	INSURER D : Harleysville Mutual Insurance		14168
	INSURER E : Harleysville Worcester		26182
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	GL3292192	09/01/2017	09/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	BA00000051058Y	09/01/2017	09/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0	X	X	ZUP15T9545617NF	09/01/2017	09/01/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC25893640	09/01/2017	09/01/2018	<input checked="" type="checkbox"/> PER STATUTE <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
D	Builders Risk			CIM00000033165Y	09/01/2017	09/01/2018	\$3,000,000 Per Job
D	Rented Equipment			CIM00000033165Y	09/01/2017	09/01/2018	\$75,000 Per Item

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

Proof

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



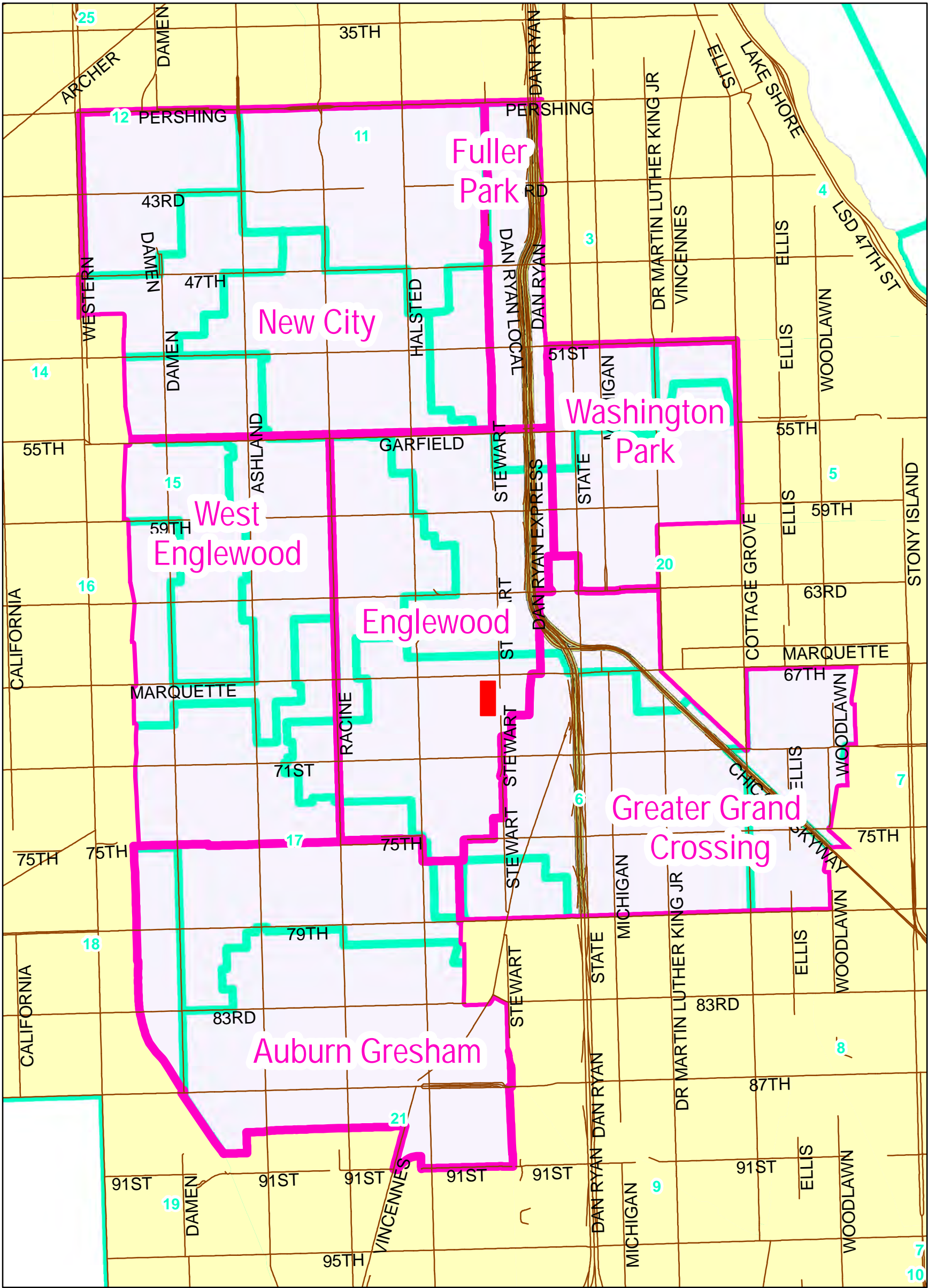
# EXHIBIT #9




## Community Area Map

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# South Side High School Community Hiring Areas



- South Side High School 
- Ward Boundary 
- Community Area 

# EXHIBIT #10

**EEO and Workforce Requirements Worksheet**  
**(to be completed with Final GMP)**

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**DESIGN-BUILDER  
EEO AND WORKFORCE REQUIREMENTS**

**A. EEO AND WORKFORCE REQUIREMENTS PURPOSE STATEMENT**

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 Equal Employment Opportunity (EEO) workforce requirements for this Project. Design-Builder shall use Exhibit 10 to utilize the prescribed formula to inform the amount of participation the Design-Builder achieves; this formula will also inform the amount of damages the Design-Builder will be assessed at the end of the Project, for failing to meet these EEO and Workforce requirements. The Public Building Commission of Chicago reserves the right to check all calculations for accuracy. The fulfillment of these requirements does not abrogate the responsibilities of the Design-Builder to comply with federal and state requirements under the Equal Employment Act and the Illinois Human Rights Act.

**1. EEO and Workforce Calculations**

Line 1.	Total Guaranteed Maximum Proposal Cost, in figures	<u>TBD</u>
Line 2.	Minimum percentage of the Journeyworkers hours required to be worked by minority Journeyworkers during construction of the project. (Employment requirement 0.40)	<u>0.50</u>
Line 3.	Multiply Line 2 by Line 1 by 0.04	<u></u>
Line 4.	Minimum percentage of total Apprentice hours required to be worked by minority Apprentices during construction of the project. (Employment requirement 0.60)	<u>0.60</u>
Line 5.	Multiply Line 4 by Line 1 by 0.03	<u></u>
Line 6.	Minimum percentage of the total Laborer hours required to be worked by minority Laborers during construction of the project. (Employment requirement 0.50)	<u>0.60</u>
Line 7.	Multiply Line 6 by Line 1 by 0.01	<u></u>
Line 8.	Minimum percentage of total Journeyworker hours required to be worked by female Journeyworkers during the construction of the project. (Employment requirement 0.02)	<u>0.03</u>
Line 9.	Multiply Line 8 by Line 1 by 0.04	<u></u>
Line 10.	Minimum percentage of total Apprentice hours that the Design-Builder required to be worked by female Apprentices during construction of the project. (Employment requirement 0.02)	<u>0.03</u>

**DESIGN-BUILDER  
EEO AND WORKFORCE REQUIREMENTS**

Line 11.	Multiply Line 10 by Line 1 by 0.03	_____
Line 12.	Minimum percentage of the total Laborer hours required to be worked by female Laborers during construction of the project. (Employment requirement 0.02)	_____ 0.03
Line 13.	Multiply Line 12 by Line 1 by 0.01	_____
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	_____
Line 15.	Subtract Line 14 from Line 1 (= "EEO and Workforce Figure")	_____

**2. 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 EEO and Workforce set out in Part V.A. "Basis of Award (EEO and Workforce)," 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 in the previous section above, 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**

"City of Chicago Residents" means persons domiciled within the City of Chicago. Salaried superintendents are excluded from coverage in this section. Domicile is an individual's one and only true, fixed, and permanent home and principal establishment.

"Project Community Residents" means persons domiciled within the "Project Community" as defined herein.

"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.

**3. Liquidated Damages**

Design-Builder hereby consents and agrees that, in the event that it fails to comply with each of the employment requirements submitted with this Proposal on Lines 2, 4, 6, 8, 10, and 12 of the EEO and Workforce 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 EEO and Workforce Figure 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 Design-Builder and the GMP modified accordingly:



## DESIGN-BUILDER EEO AND WORKFORCE REQUIREMENTS

- 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:

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

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:

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

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:

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

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 Design-Builder'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 subcontractors liquidated damages greater than the liquidated damages assessed hereunder against Design-Builder, then Design-Builder must pay the excess pro rata as a bonus to each subcontractors exceeding its subcontract commitments for minority or women employment, or both.



**DESIGN-BUILDER  
EEO AND WORKFORCE REQUIREMENTS**

**4. 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
Machinists	Sprinkler Fitters
Machinery Movers	Technical Engineers
Ornamental Iron Workers	Truck Drivers
Lathers	Tuck Pointers

For approval of other trades for consideration in the EEO and Workforce Formula, written approval should be requested from the Commission.

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

The following information must be supplied by the Design-Builder for the purposes of evaluating figures supplied in the EEO and Workforce 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 Design-Builder's workforce or any subcontractor which will be active on this project.

TRADE PARTICIPATION	PERCENT OF MINORITY
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

# EXHIBIT #11

## Legal Actions

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## LEGAL ACTIONS

PROPOSER: UJAMAA Construction, Inc.

If the answer to any of the questions below is YES, you must provide a type-written, brief description, and/or explanation on a separate sheet following this page. Each question must be answered.

QUESTION	YES	NO
Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does the firm or venture have any legally filed judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and enter the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed.		
Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid-rigging or bid-rotating?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations (including but not limited to MBE, WBE, EEOC violations)? If yes, please provide explanation which includes issuing agency, project name, type of penalty/investigation/violation, and value of penalty.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever failed to complete any work awarded to it?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## LEGAL ACTIONS

PROPOSER: Power Construction Company, LLC

If the answer to any of the questions below is YES, you must provide a type-written, brief description, and/or explanation on a separate sheet following this page. Each question must be answered.

QUESTION	YES	NO
Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does the firm or venture have any legally filed judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and enter the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed.		
Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid-rigging or bid-rotating?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations (including but not limited to MBE, WBE, EEOC violations)? If yes, please provide explanation which includes issuing agency, project name, type of penalty/investigation/violation, and value of penalty.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever failed to complete any work awarded to it?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## LEGAL ACTIONS

PROPOSER: MOODY NOLAN

If the answer to any of the questions below is YES, you must provide a type-written, brief description, and/or explanation on a separate sheet following this page. Each question must be answered.

QUESTION	YES	NO
Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does the firm or venture have any legally filed judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and enter the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed.		
Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Within the last 3 years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid-rigging or bid-rotating?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations (including but not limited to MBE, WBE, EEOC violations)? If yes, please provide explanation which includes issuing agency, project name, type of penalty/investigation/violation, and value of penalty.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever failed to complete any work awarded to it?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Note: This response applies to Questions 2 and 3 above.

Project: The New Malcolm X College & School of Health Sciences - Chicago, IL

Contract Value (construction): \$251,900,000

A/E Fee Value (including all amendments): \$13,398,000

Claim Value: \$2,700,000

Claim Status: Unresolved (Case Pending)

Description: The Builder's Risk Insurer (Zurich American Insurance Company - ZAIC) as Subrogee of the Insured General Contractor (CMO; A Joint Venture), has filed suit against Moody Nolan and (its) select consultants relating to alleged damages resulting from rainwater entering the structure's basement during construction of the project. ZAIC alleges that the storm water detention system (allegedly) designed by Moody Nolan's consultants contributed to the water entering the basement and is seeking to recover costs incurred as a result of claims paid to the Insured. The case is in the Discovery phase.

Separately, Moody Nolan understands that CMO and City Colleges are engaged in contractually-prescribed dispute resolution process. Neither Moody Nolan (nor any of its sub-consultants) are party to this process.

# EXHIBIT #12

## Disclosure Affidavit

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## DISCLOSURE AFFIDAVIT

### I. HISTORY AND OWNERSHIP OF PROPOSING FIRM

Any firm proposing to conduct any business transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned Jimmy Akintonde, as President  
Name Title

and on behalf of Ujamaa Power II JV  
 ("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

<b>NAME OF FIRM:</b>	Ujamaa Construction, Inc.		
<b>ADDRESS:</b>	7744 South Stony Island		
<b>CITY/STATE/ZIP:</b>	Chicago, Illinois		
<b>TELEPHONE:</b>	(773) 374-1300	<b>FACSIMILE:</b>	(773) 374-1301
<b>FEIN:</b>	04-3625303	<b>SSN:</b>	
<b>EMAIL:</b>	jakintonde@ujamaaconstruction.com		
<b>NATURE OF TRANSACTION:</b>			
<input type="checkbox"/> Sale or purchase of land <input checked="" type="checkbox"/> Construction Contract <input type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Other _____			

### II. DISCLOSURE OF OWNERSHIP INTERESTS

<b>Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all Bidders/Proposers shall provide the following information with their Bid/Proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".</b>	
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Joint Venture	<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Not-for-profit Corporation <input type="checkbox"/> Other: _____

**A. CORPORATIONS AND LLC'S**

<b>STATE OF INCORPORATION OR ORGANIZATION:</b>		Illinois
<b>AUTHORIZED TO CONDUCT BUSINESS IN THE STATE OF ILLINOIS:</b>		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>CITY/STATE/ZIP:</b>	Chicago, Illinois 60649	
<b>TELEPHONE:</b>	(773) 374-1300	
<b>IDENTIFY THE NAMES OF ALL OFFICERS AND DIRECTORS OF THE BUSINESS ENTITY</b> (Please attach list if necessary.)		
<b>NAME</b>	<b>TITLE</b>	
Jimmy Akintonde	President	
<b>IDENTIFY ALL SHAREHOLDERS WHOSE OWNERSHIP PERCENTAGE EXCEEDS 7.5% OF THE BUSINESS ENTITY</b> (Please attach list if necessary.)		
<b>NAME</b>	<b>ADDRESS</b>	<b>OWNERSHIP INTEREST PERCENTAGE</b>
Jimmy Akintonde	7744 South Stony Island Chicago, Illinois 60649	100 %
		%
		%
<b>LLC'S ONLY, INDICATE MANAGEMENT TYPE AND NAME:</b>		
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	<b>NAME:</b> <span style="border: 1px solid black; display: inline-block; width: 150px; height: 1.2em; vertical-align: middle;"></span>
<b>IS THE CORPORATION OR LLC OWNED PARTIALLY OR COMPLETELY BY ONE OR MORE OTHER CORPORATIONS OR LEGAL ENTITIES?</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.</p>		



## B. PARTNERSHIPS

IF THE BIDDER/PROPOSER OR CONTRACTOR IS A PARTNERSHIP, INDICATE THE NAME OF EACH PARTNER AND THE PERCENTAGE OF INTEREST OF EACH THEREIN. ALSO INDICATE, IF APPLICABLE, WHETHER GENERAL PARTNER (GP) OR LIMITED PARTNER (LP).		
NAME	TYPE	OWNERSHIP INTEREST PERCENTAGE
		%
		%
		%
		%
		%

## C. SOLE PROPRIETORSHIP

THE BIDDER/PROPOSER OR CONTRACTOR IS A SOLE PROPRIETORSHIP AND IS NOT ACTING IN ANY REPRESENTATIVE CAPACITY ON BEHALF OF ANY BENEFICIARY:	
If the answer is no, please complete the following two sections.	<input type="checkbox"/> Yes <input type="checkbox"/> No
IF THE SOLE PROPRIETORSHIP IS HELD BY AN AGENT(S) OR A NOMINEE(S), INDICATE THE PRINCIPAL(S) FOR WHOM THE AGENT OR NOMINEE HOLDS SUCH INTEREST.	
NAME OF PRINCIPAL(S)	
IF THE INTEREST OF A SPOUSE OR ANY OTHER PARTY IS CONSTRUCTIVELY CONTROLLED BY ANOTHER PERSON OR LEGAL ENTITY, STATE THE NAME AND ADDRESS OF SUCH PERSON OR ENTITY POSSESSING SUCH CONTROL AND THE RELATIONSHIP UNDER WHICH SUCH CONTROL IS BEING OR MAY EXERCISED	
NAME	ADDRESS

### III. CONTRACTOR CERTIFICATION

#### A. CONTRACTORS

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
  - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
  - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging<sup>2</sup> in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of Submission of this bid, proposal or response.
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating<sup>4</sup> in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
  - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and

- d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

## B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section 2 which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document of or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described as prohibited in this document which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to all necessary items. In the event any subcontractor is unable to certify to a particular item, such subcontractor shall attach an explanation to the certification.
3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by this document and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontract with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

## C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. If the Contractor is unable to certify to any of the above statements, the Contractor shall explain below. Attach additional pages if necessary.

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

4. If any subcontractors are to be used in the performance of this contract or agreement, the Contractor shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

#### D. OTHER TAXES/FEES

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
2. If Contractor is unable to certify to the above statement, Contractor shall explain below and (attach additional pages if necessary).

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

#### E. PUNISHMENT

1. A Contractor who makes a false statement material to Section II(A)(2) of this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).

#### F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

#### G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restriction<sup>5</sup>, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

If the Contractor cannot make the certification contained in the above paragraph, identify any exceptions (attach additional pages if necessary):

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

- B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.
- C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

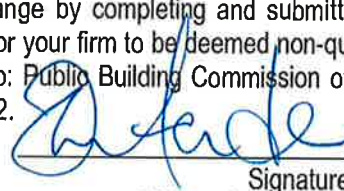
#### H. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Contractor set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

#### I. VERIFICATION

Under penalty of perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

The Contractor must report any change in any of the facts stated in this Affidavit to the Public Building Commission of Chicago within 14 days of the effective date of such change by completing and submitting a new Disclosure Affidavit. Failure to comply with this requirement is grounds for your firm to be deemed non-qualified to do business with the PBCC. Deliver any such new Disclosure Affidavit to: Public Building Commission of Chicago, Director of Compliance, 50 W. Washington, Room 200, Chicago, IL 60602.

  
Signature of Authorized Officer

Jimmy Akintonde

Name of Authorized Officer (Print or Type)  
President / CEO

(773) 374-1300

Title

Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me on this 1<sup>st</sup> day of Aug, 2017 by

Amber Flores (Name) as Notary (Title) of  
Power Construction (Bidder/Proposer/Respondent or Contractor)



## DISCLOSURE AFFIDAVIT

### I. HISTORY AND OWNERSHIP OF PROPOSING FIRM

Any firm proposing to conduct any business transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned Terry Graber, as President & CEO  
Name Title

and on behalf of Power Construction Company, LLC  
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

NAME OF FIRM:	Power Construction Company, LLC		
ADDRESS:	8750 W. Bryn Mawr Avenue, Suite 500		
CITY/STATE/ZIP:	Chicago, IL 60631		
TELEPHONE:	312-596-6960	FACSIMILE:	312-604-1531
FEIN:	36-4309641	SSN:	
EMAIL:	tgrabber@powerconstruction.net		
NATURE OF TRANSACTION:			
<input type="checkbox"/> Sale or purchase of land <input checked="" type="checkbox"/> Construction Contract <input type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Other _____			

### II. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all Bidders/Proposers shall provide the following information with their Bid/Proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".	
<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Joint Venture	<input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Not-for-profit Corporation <input type="checkbox"/> Other: _____

A. CORPORATIONS AND LLC'S

STATE OF INCORPORATION OR ORGANIZATION:		Illinois	
AUTHORIZED TO CONDUCT BUSINESS IN THE STATE OF ILLINOIS:		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
CITY/STATE/ZIP:	Chicago, IL 60631		
TELEPHONE:	312-596-6960		
IDENTIFY THE NAMES OF ALL OFFICERS AND DIRECTORS OF THE BUSINESS ENTITY (Please attach list if necessary.)			
NAME		TITLE	
Terry Graber		President and CEO	
Ken Gorman		Senior Vice President	
William Rudnick		Board Member	
Mark Layman		Board Member	
IDENTIFY ALL SHAREHOLDERS WHOSE OWNERSHIP PERCENTAGE EXCEEDS 7.5% OF THE BUSINESS ENTITY (Please attach list if necessary.)			
NAME	ADDRESS	OWNERSHIP INTEREST PERCENTAGE	
Terry Graber	8750 W. Bryn Mawr Ave, Suite 500 Chicago, IL 60631	15 %	
Bob Gallo	8750 W. Bryn Mawr Ave, Suite 500 Chicago, IL 60631	10 %	
Gorman Family Holdings, LLC	8750 W. Bryn Mawr Ave, Suite 500 Chicago, IL 60631	52 %	
LLC'S ONLY, INDICATE MANAGEMENT TYPE AND NAME:			
<input checked="" type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	NAME:	
IS THE CORPORATION OR LLC OWNED PARTIALLY OR COMPLETELY BY ONE OR MORE OTHER CORPORATIONS OR LEGAL ENTITIES?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.			

## B. PARTNERSHIPS

IF THE BIDDER/PROPOSER OR CONTRACTOR IS A PARTNERSHIP, INDICATE THE NAME OF EACH PARTNER AND THE PERCENTAGE OF INTEREST OF EACH THEREIN. ALSO INDICATE, IF APPLICABLE, WHETHER GENERAL PARTNER (GP) OR LIMITED PARTNER (LP).		
NAME	TYPE	OWNERSHIP INTEREST PERCENTAGE
		%
		%
		%
		%
		%

## C. SOLE PROPRIETORSHIP

THE BIDDER/PROPOSER OR CONTRACTOR IS A SOLE PROPRIETORSHIP AND IS NOT ACTING IN ANY REPRESENTATIVE CAPACITY ON BEHALF OF ANY BENEFICIARY:	
If the answer is no, please complete the following two sections.	<input type="checkbox"/> Yes <input type="checkbox"/> No
IF THE SOLE PROPRIETORSHIP IS HELD BY AN AGENT(S) OR A NOMINEE(S), INDICATE THE PRINCIPAL(S) FOR WHOM THE AGENT OR NOMINEE HOLDS SUCH INTEREST.	
NAME OF PRINCIPAL(S)	
IF THE INTEREST OF A SPOUSE OR ANY OTHER PARTY IS CONSTRUCTIVELY CONTROLLED BY ANOTHER PERSON OR LEGAL ENTITY, STATE THE NAME AND ADDRESS OF SUCH PERSON OR ENTITY POSSESSING SUCH CONTROL AND THE RELATIONSHIP UNDER WHICH SUCH CONTROL IS BEING OR MAY EXERCISED	
NAME	ADDRESS



### III. CONTRACTOR CERTIFICATION

#### A. CONTRACTORS

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
  - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
  - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging<sup>2</sup> in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of Submission of this bid, proposal or response.
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating<sup>4</sup> in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
  - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and

- d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

## B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section 2 which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document of or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described as prohibited in this document which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to all necessary items. In the event any subcontractor is unable to certify to a particular item, such subcontractor shall attach an explanation to the certification.
3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by this document and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontract with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

## C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. If the Contractor is unable to certify to any of the above statements, the Contractor shall explain below. Attach additional pages if necessary.

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

4. If any subcontractors are to be used in the performance of this contract or agreement, the Contractor shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

#### D. OTHER TAXES/FEES

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
2. If Contractor is unable to certify to the above statement, Contractor shall explain below and (attach additional pages if necessary).

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

#### E. PUNISHMENT

1. A Contractor who makes a false statement material to Section II(A)(2) of this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).

#### F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

#### G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restriction<sup>5</sup>, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

If the Contractor cannot make the certification contained in the above paragraph, identify any exceptions (attach additional pages if necessary):

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

- B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.
- C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

#### H. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Contractor set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

#### I. VERIFICATION

Under penalty of perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

The Contractor must report any change in any of the facts stated in this Affidavit to the Public Building Commission of Chicago within 14 days of the effective date of such change by completing and submitting a new Disclosure Affidavit. Failure to comply with this requirement is grounds for your firm to be deemed non-qualified to do business with the PBCC. Deliver any such new Disclosure Affidavit to: Public Building Commission of Chicago, Director of Compliance, 50 W. Washington, Room 200, Chicago, IL 60602.

Terry Graber  
Signature of Authorized Officer

Terry Graber  
Name of Authorized Officer (Print or Type)

President & CEO

312-596-6960  
Title

Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me on this 3 day of August, 2017 by

\_\_\_\_\_  
(Name) as \_\_\_\_\_ (Title) of  
Power Construction Company, LLC (Bidder/Proposer/Respondent or Contractor)

Notary Public Signature and Seal  
Request for Proposals - Design/Build Services  
South Side High School  
SSHS



# DISCLOSURE AFFIDAVIT

## I. HISTORY AND OWNERSHIP OF PROPOSING FIRM

Any firm proposing to conduct any business transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned RENAULD DEANDRE MITCHELL, AIA, as PARTNER/DIRECTOR OF CHICAGO  
OPERATIONS Name Title

and on behalf of MOODY NOLAN,  
 ("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

<b>NAME OF FIRM:</b>	MOODY NOLAN,		
<b>ADDRESS:</b>	INC. 209 SOUTH LASALLE STREET - SUITE		
<b>CITY/STATE/ZIP:</b>	820 CHICAGO, ILLINOIS		
<b>TELEPHONE:</b>	60604 312.929.251	<b>FACSIMILE:</b>	312.929.487
<b>FEIN:</b>	6 31.125698	<b>SSN:</b>	3
<b>EMAIL:</b>	4 RMITCHELL@MOODYNOLAN.CO		
<b>NATURE OF TRANSACTION:</b>			
<input type="checkbox"/> Sale or purchase of land <input checked="" type="checkbox"/> Construction Contract <input checked="" type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Other _____			

## II. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all Bidders/Proposers shall provide the following information with their Bid/Proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".	
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Joint Venture	<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Not-for-profit Corporation <input type="checkbox"/> Other: _____

A. CORPORATIONS AND LLC'S

STATE OF INCORPORATION OR ORGANIZATION:		OHIO	
AUTHORIZED TO CONDUCT BUSINESS IN THE STATE OF ILLINOIS:		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
CITY/STATE/ZIP:	(CORPORATE HQ) COLUMBUS, OHIO 43215		
TELEPHONE:	(CORPORATE HQ) 614.461.4664		
IDENTIFY THE NAMES OF ALL OFFICERS AND DIRECTORS OF THE BUSINESS ENTITY (Please attach list if necessary.)			
NAME		TITLE	
ATTACH LIST OF ALL MOODY NOLAN PARTNERS			
IDENTIFY ALL SHAREHOLDERS WHOSE OWNERSHIP PERCENTAGE EXCEEDS 7.5% OF THE BUSINESS ENTITY (Please attach list if necessary.)			
NAME	ADDRESS	OWNERSHIP INTEREST PERCENTAGE	
CURTIS JEROME MOODY		%	
EILEEN GOODMAN		%	
		%	
LLC'S ONLY, INDICATE MANAGEMENT TYPE AND NAME:			
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	NAME:	
IS THE CORPORATION OR LLC OWNED PARTIALLY OR COMPLETELY BY ONE OR MORE OTHER CORPORATIONS OR LEGAL ENTITIES?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.			

## B. PARTNERSHIPS

IF THE BIDDER/PROPOSER OR CONTRACTOR IS A PARTNERSHIP, INDICATE THE NAME OF EACH PARTNER AND THE PERCENTAGE OF INTEREST OF EACH THEREIN. ALSO INDICATE, IF APPLICABLE, WHETHER GENERAL PARTNER (GP) OR LIMITED PARTNER (LP).		
NAME	TYPE	OWNERSHIP INTEREST PERCENTAGE
		%
		%
		%
		%
		%

## C. SOLE PROPRIETORSHIP

THE BIDDER/PROPOSER OR CONTRACTOR IS A SOLE PROPRIETORSHIP AND IS NOT ACTING IN ANY REPRESENTATIVE CAPACITY ON BEHALF OF ANY BENEFICIARY:	
If the answer is no, please complete the following two sections.	<input type="checkbox"/> Yes <input type="checkbox"/> No
IF THE SOLE PROPRIETORSHIP IS HELD BY AN AGENT(S) OR A NOMINEE(S), INDICATE THE PRINCIPAL(S) FOR WHOM THE AGENT OR NOMINEE HOLDS SUCH INTEREST.	
NAME OF PRINCIPAL(S)	
IF THE INTEREST OF A SPOUSE OR ANY OTHER PARTY IS CONSTRUCTIVELY CONTROLLED BY ANOTHER PERSON OR LEGAL ENTITY, STATE THE NAME AND ADDRESS OF SUCH PERSON OR ENTITY POSSESSING SUCH CONTROL AND THE RELATIONSHIP UNDER WHICH SUCH CONTROL IS BEING OR MAY EXERCISED	
NAME	ADDRESS

### III. CONTRACTOR CERTIFICATION

#### A. CONTRACTORS

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
  - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
  - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging<sup>2</sup> in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of Submission of this bid, proposal or response.
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating<sup>4</sup> in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
  - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and



- d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

## B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section 2 which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document of or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described as prohibited in this document which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to all necessary items. In the event any subcontractor is unable to certify to a particular item, such subcontractor shall attach an explanation to the certification.
3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by this document and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

## C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. If the Contractor is unable to certify to any of the above statements, the Contractor shall explain below. Attach additional pages if necessary.

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

4. If any subcontractors are to be used in the performance of this contract or agreement, the Contractor shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

#### D. OTHER TAXES/FEES

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
2. If Contractor is unable to certify to the above statement, Contractor shall explain below and (attach additional pages if necessary).

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

#### E. PUNISHMENT

1. A Contractor who makes a false statement material to Section II(A)(2) of this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).

#### F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

#### G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restriction<sup>5</sup>, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

If the Contractor cannot make the certification contained in the above paragraph, identify any exceptions (attach additional pages if necessary):

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

- B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.
- C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

#### H. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Contractor set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

#### I. VERIFICATION

Under penalty of perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

The Contractor must report any change in any of the facts stated in this Affidavit to the Public Building Commission of Chicago within 14 days of the effective date of such change by completing and submitting a new Disclosure Affidavit. Failure to comply with this requirement is grounds for your firm to be deemed non-qualified to do business with the PBCC. Deliver any such new Disclosure Affidavit to: Public Building Commission of Chicago, Director of Compliance, 50 W. Washington, Room 200, Chicago, IL 60602.

Signature of Authorized Officer  
**RENAULD DEANDRE MITCHELL,**

**AIA** Name of Authorized Officer (Print or Type)  
**PARTNER/DIRECTOR OF CHICAGO OPERATIONS**

Title

**312.929.2516**

Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me on this 1<sup>st</sup> day of Aug, 2017 by

Amber Flores (Name) as Notary (Title) of

Power Conservation

(Bidder/Proposer/Respondent or Contractor)

Amber Flores



# **EXHIBIT #13**

## **Disclosure of Retained Parties**

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## DISCLOSURE OF RETAINED PARTIES

### A. DEFINITIONS AND DISCLOSURE REQUIREMENTS

1. As used herein, "Proposer" means a person or entity who has any contract with the Public Building Commission of Chicago ("Commission").
2. Commission bids, contracts, and/or qualification submittals must be accompanied by a disclosure statement providing certain information about lobbyists whom the Proposer has retained or expects to retain with respect to the contract or lease. In particular, the Proposer 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 Proposer is not required to disclose employees who are paid solely through the Proposer's regular payroll.
3. "Lobbyists" means any person (a) who for compensation or on behalf of any person other than himself undertake 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

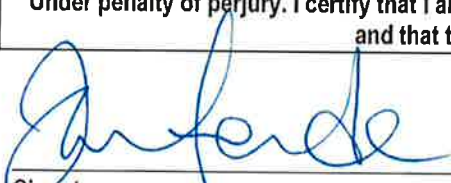
Proposer hereby certifies as follows:

<b>THIS DISCLOSURE RELATES TO THE FOLLOWING TRANSACTION:</b>			
<input type="checkbox"/> Sale or purchase of land <input checked="" type="checkbox"/> Construction Contract <input type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Other _____			
<b>DESCRIPTION OF GOODS OR SERVICES TO BE PROVIDED UNDER CONTRACT:</b>			
Design Build Services			
<b>NAME OF PROPOSER</b>			
Ujamaa Power II JV			
<b>EACH AND EVERY LOBBYIST RETAINED OR ANTICIPATED TO BE RETAINED BY THE PROPOSER WITH RESPECT TO OR IN CONNECTION WITH THE CONTRACT IS LISTED BELOW.</b>			
<b>ATTACH ADDITIONAL PAGES IF NECESSARY</b>			
<b>NAME</b>	<b>BUSINESS ADDRESS</b>	<b>RELATIONSHIP (ATTORNEY, LOBBYIST, ETC.)</b>	<b>FEES (INDICATE WHETHER PAID OR ESTIMATED)</b>
N/A			
<b>CHECK HERE IF NO SUCH PERSONS HAVE BEEN RETAINED OR ARE ANTICIPATED TO BE RETAINED:</b>			

The Proposer understands and agrees as follows:

1. 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 Proposer's participation in the contract or other transactions with the Commission.
2. If the Proposer is uncertain whether a disclosure is required, the Proposer must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
3. 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 Proposer 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 Proposer and that the information disclosed herein is true and complete.

  
Signature

August 1, 2017

Date

Jimmy Akintonde

Name (Type or Print)

President

Title

Subscribed and sworn to before me

this 18<sup>th</sup> day of Aug 2017

  
Notary Public



## DISCLOSURE OF RETAINED PARTIES

### A. DEFINITIONS AND DISCLOSURE REQUIREMENTS

1. As used herein, "Proposer" means a person or entity who has any contract with the Public Building Commission of Chicago ("Commission").
2. Commission bids, contracts, and/or qualification submittals must be accompanied by a disclosure statement providing certain information about lobbyists whom the Proposer has retained or expects to retain with respect to the contract or lease. In particular, the Proposer 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 Proposer is not required to disclose employees who are paid solely through the Proposer's regular payroll.
3. "Lobbyists" means any person (a) who for compensation or on behalf of any person other than himself undertake 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

Proposer hereby certifies as follows:

<b>THIS DISCLOSURE RELATES TO THE FOLLOWING TRANSACTION:</b>			
<input type="checkbox"/> Sale or purchase of land <input checked="" type="checkbox"/> Construction Contract <input type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Other _____			
<b>DESCRIPTION OF GOODS OR SERVICES TO BE PROVIDED UNDER CONTRACT:</b>			
Design/Build Services			
<b>NAME OF PROPOSER</b>			
Power Construction Company, LLC			
<b>EACH AND EVERY LOBBYIST RETAINED OR ANTICIPATED TO BE RETAINED BY THE PROPOSER WITH RESPECT TO OR IN CONNECTION WITH THE CONTRACT IS LISTED BELOW.</b>			
<b>ATTACH ADDITIONAL PAGES IF NECESSARY</b>			
<b>NAME</b>	<b>BUSINESS ADDRESS</b>	<b>RELATIONSHIP (ATTORNEY, LOBBYIST, ETC.)</b>	<b>FEES (INDICATE WHETHER PAID OR ESTIMATED)</b>
<b>CHECK HERE IF NO SUCH PERSONS HAVE BEEN RETAINED OR ARE ANTICIPATED TO BE RETAINED:</b>			<b>X</b>

The Proposer understands and agrees as follows:

1. 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 Proposer's participation in the contract or other transactions with the Commission.
2. If the Proposer is uncertain whether a disclosure is required, the Proposer must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
3. 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 Proposer 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 Proposer and that the information disclosed herein is true and complete.**

  
Signature

August 3, 2017  
Date

Terry Graber  
Name (Type or Print)

President & CEO  
Title

Subscribed and sworn to before me

this 3 day of August 2017

  
Notary Public





# EXHIBIT #14

## Joint Venture Agreement

(Remainder of Page Intentionally Left Blank)

## JOINT VENTURE AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into this 24th day of July 2017, by and between Ujamaa Construction Inc. ("Ujamaa") having a principal place of business at 7744 S. Stony Island, Chicago, Illinois, and Power Construction Company, LLC ("Power"), having a principal place of business at 8750 W Bryn Mawr Ave, Chicago Illinois. (Ujamaa and Power are sometimes referred to herein collectively as the "Joint Venturers" and individually as a "Joint Venturer".)

WITNESSETH, THAT WHEREAS the Joint Venturers desire to form a joint venture (the Joint Venture) to prepare and submit a joint proposal to obtain the Contract for Design/Build Services for the New South Side High School located in Chicago, Illinois (hereinafter referred to as the "JV Contract"), and if successful for the performance of the work called for in the JV Contract; and

WHEREAS, the Joint Venturers desire to define between themselves their respective interests, responsibilities, rights and obligations in the Joint Venture in connection with preparation and submission of the proposal for the JV Contract, and in connection with the performance of the JV Contract in the event that it is awarded to the Joint Venture.

NOW, THEREFORE, in consideration of the mutual promises, covenants contained herein, and other good and valuable consideration, the Joint Venturers agree as follows:

1. Formation of Joint Venture; Term of Joint Venture.

The Joint Venturers hereby constitute themselves as Joint Venturers for the sole purpose of preparing and submitting a joint proposal for the JV Contract and of performing and completing all work contemplated by and in accordance with the JV Contract in the event that it is awarded to the Joint Venture. It is expressly understood that this Joint Venture is formed for no other purpose, that the Joint Venturers are not contemplating or making any other permanent Joint Venture or permanent partnership agreement for any other purpose, and nothing in this Agreement shall be construed as a limitation of the powers or rights of any Joint Venturer to carry on its own business for its sole benefit. Nothing contained herein shall be construed to grant to any Joint Venturer any power to act as a general agent for any other Joint Venturer.

The Joint Venture herein created shall commence on the date hereof and shall continue until and terminate upon the earlier of (i) the award of the work covered by the JV Contract to an entity other

then the Joint Venture or (ii) the completion of the JV Contract and the satisfaction and discharge of all obligations pertinent thereto.

2. Submission of Proposals - Ujamaa is hereby designated as the sponsor of the Joint Venture and as such shall have general charge of matters relating to the preparation of the proposal and the performance of the JV Contract, except as limited in this Agreement. It is the intent of the parties hereto that the joint proposal contemplated and provided for herein shall be satisfactory to and acceptable to each of the Joint Venturers. If the Joint Venturers are unable to agree upon the joint proposal prior to the submittal thereof, any Joint Venturer may terminate this Agreement without incurring any liability. The joint proposal shall be submitted and all work for the JV Contract, if awarded, shall be performed under the name of the Joint Venture, which shall be "***Ujamaa/Power II, a Project Specific Joint Venture.***"

No Joint Venturer shall make any charges against any other Joint Venturer or against the Joint Venture for any expenses incurred or for the time expended in connection with the preparation of the joint proposal or for any other expenses or costs incurred prior to the award, if made, of the JV Contract to the Joint Venture without the prior written consent of the other Joint Venturers.

3. Designation of Management Committee - The Joint Venturers hereby agree to appoint a senior officer from each Joint Venturer (with a second senior officer as alternate) to serve on the Management Committee, and hereby grant to the Management Committee the full power and authority to supervise, direct, control, and carry out performance of the JV Contract on behalf of the Joint Venture. A party may at any time and from time to time change its representatives by filing with the other parties a notice and duly executed appointment of a new representative and/or alternate, but until the appointment and filing of notice, the actions of the representatives hereby appointed shall be conclusively binding on such party.

Each of the Joint Venturers appoints the following representatives to act on its behalf in relation to any matters or things in connection with, arising out of, or relative to said Joint Venture and act for and bind the respective parties in all matters or things involving the performance of the JV Contract.

UJAMAA CONSTRUCTION INC.

Jimmy Akintonde, President

Todd Pressley, Vice-President

POWER CONSTRUCTION COMPANY, LLC

Terry Graber, President and CEO

Dwight Blake, Senior Vice President

The representatives listed above shall meet from time to time as required to act on necessary matters pertaining to the Project. The representative of any party shall have the power to call such meetings when necessary in his/her opinion, or when required by the Project Executive.

No representative shall be personally liable to the Joint Venture by reason of his/her acts except in the case of his gross negligence or actual fraudulent or dishonest conduct, as adjudged by a court of competent jurisdiction.

4. Interests of the Joint Venturers - Except as otherwise herein provided, the interests of the Joint Venturers in and to the JV Contract, in and to any and all shares of ownership, control, management responsibilities, materials, equipment, supplies, tools, profits, and other assets which may be acquired for or derived from or in connection with the JV Contract, and the obligations of the Joint Venturers as between themselves for any and all liabilities and losses arising out of or in connection with the JV Contract including, without limitation, any penalties which may be imposed or liability incurred as a result of activities related to construction and performance of the obligations called for in the JV Contract, shall be in the following proportion:

55% - Ujamaa Construction Company, Inc.

45% - Power Construction Company, LLC.

Such proportions may only be modified as provided in Paragraph 6 hereto. Each Joint Venturer agrees to indemnify the other Joint Venturers against any cost, payment or loss in excess of the other's proportionate share under this Agreement.

5. Execution of Surety Agreements - Each Joint Venturer, to the extent necessary to obtain any required surety bonds, agrees to execute all applications and indemnity agreements required by the sureties upon any bond or bonds required in connection with the joint proposal and JV Contract. All financial and legal obligations assumed by the Joint Venturers in connection with any surety bonds or other bonds which may be given or executed in connection with the joint proposal and the JV Contract shall be shared by the Joint Venturers proportionately in accordance with their respective shares as set

forth in Paragraph 4 hereof, and each Joint Venturer agrees to indemnify the other Joint Venturer against any cost, payment or loss in excess of the other's proportionate share under this Agreement.

6. Working Capital; Bank Accounts - All necessary working capital when and if required for the performance of the JV Contract shall be furnished by the Joint Venturers in proportion to their respective shares set forth in Paragraph 4 hereof. All funds furnished by the Joint Venturers and any and all monies that shall be paid or may accrue to the Joint Venture in connection with the JV Contract shall be deposited in the name of the Joint Venture. Withdrawals may be made from such account or accounts by check, draft or other instrument and in such form and upon such signature or signatures as the Management Committee may designate.

Within ten (10) days after the award of the JV Contract to the Joint Venture, the Joint Venturers shall deliver to the Management Committee for deposit in the Joint Venture account, their proportionate share of an amount of \$100,000.00 for the purpose of operating funds for the Joint Venture. This initial funding shall be divided in accordance with the interest percentages stipulated in 4, above.

The need for an amount of additional working funds to be contributed by the Joint Venturers from time to time during the performance of the JV Contract shall be determined by unanimous decision of the Management Committee. Each Joint Venturer shall deliver its proportionate share of such additional working funds within ten (10) days after the determination of the amount necessary, unless a shorter time is mutually agreed.

If any Joint Venturer refuses, is unable, neglects or otherwise fails to contribute its share of requested funds, or any part thereof, within the prescribed time, then the other Joint Venturers may at their option, contribute additional funds in excess of its proportionate share to make up the deficiency resulting from each default, if necessary. It is understood that no funds shall be borrowed in the name of the Joint Venture to make up any deficiency of working funds, and no Joint Venturer shall have any power or right to borrow funds on the credit of the other Joint Venturers or the Joint Venture. In addition, anything to the contrary herein notwithstanding, any borrowing of a Joint Venturer to meet its obligations for working funds under this Agreement shall be the sole responsibility of said Joint Venturer and neither the Joint Venture nor any other Joint Venturer shall have any obligation for repayment of said borrowing. If any Joint Venturer so defaults hereunder, then without prejudice to any other rights of the other Joint Venturers, the interest of the defaulting Joint Venturer in the profits of the Joint Venture shall be decreased to the proportion that the amount actually contributed by the Joint Venturers and the interest of the Joint Venturer who contributed more than its proportionate share of such funds shall be increased by a similar proportion. Nothing contained herein shall increase or decrease the proportionate liability of any of the Joint Venturers, as established in Paragraph 4 hereof,

for any and all losses, liabilities or expenses suffered or sustained by the Joint Venture and for any and all liabilities and obligations incurred in connection with the submission of the joint proposal and the performance of the JV Contract. It is understood that if a Joint Venturer who defaults subsequently offers to contribute such deficiency, such offer shall not cure its default except by the express written consent of the other Joint Venturers and that such defaulting Joint Venturer shall not be relieved of its obligation to contribute additional working funds that may be requested from time after its default in the proportion stated in Paragraph 4 hereof.

Funds advanced by any Joint Venturer in excess of its proportionate share ("Excess Advances"), on account of the default of the other Joint Venturer in meeting its obligations to contribute working funds shall be entitled to first priority in any distribution of funds by the Joint Venture plus interest thereon, provided that if there are not adequate funds to distribute in full the Excess Advance, then the defaulting Joint Venturer shall be liable to the other Joint Venturers for the difference between the funds distributed and such Excess Advances plus interest. Such Excess Advances shall bear interest, to be paid by the defaulting Joint Venturer to the other Joint Venturers, at the prevailing prime rate of Fifth-Third Bank at the time of default plus 2% (the "Interest Rate").

No part of any working funds shall be returned, and no distribution of profits shall be made, to the Joint Venturers prior to the completion of the JV Contract unless the Management Committee so determines. Any funds distributed to the Joint Venturers from the Joint Venture shall first be deemed to return of working funds. The aggregate of such distributions prior to completion of the JV Contract shall not exceed the total estimated job profit and shall be made only with the concurrence of all Joint Venturers. Such distributions shall be apportioned in accordance with the percentages stated in Paragraph 4, as may be modified by Paragraph 6. Any such interim distributions shall be deemed to be advances to the Joint Venturers and may be recalled by the Management Committee in accordance with contribution calls for capital as set forth in Paragraph 6.

7. Books of Account - Adequate books of account shall be maintained by Ujamaa and such books of account may be examined by any Joint Venturer at all reasonable times and upon reasonable prior notice. In connection with Ujamaa's assumption of responsibility for maintaining separate accurate records and accounts for the Joint Venture, the following general policies have been agreed upon by the parties:

- a) Travel expenses of home office personnel of each party to the Joint Venture will be borne by the respective party and not the Joint Venture.
- b) No Joint Venturer shall make any charges against the Joint Venture for general and administrative expenses or overhead expenses or for time which may be expended in connection with

the performance of the JV Contract by such parties, their officers, or other home office personnel. The only salaries or wages chargeable to the project shall be those of persons who are employed in actually carrying out the performance of the JV Contract except as may be designated by the Management Committee.

c) No capital expenditure in excess of \$25,000 shall be made without approval by the Management Committee.

d) Reports of the financial condition of the Joint Venture and the progress of the work shall be made to each Joint Venturer monthly.

e) Upon the request of any Joint Venturer, a periodic audit, not more than once during each calendar year, of such books shall be made from time to time and upon completion of the JV Contract, by an independent firm of certified public accountants or by such individuals as may be mutually agreed upon by the Joint Venturers. In addition, the Management Committee shall select a firm to prepare the tax returns required to be filed by the Joint Venture.

f) All costs incurred in connection with said audits and tax returns and the maintaining of books and records as required herein shall be charged to the Joint Venture. Ujamaa shall charge the Joint Venture the rate of \$1,000 per month for such services, plus other reasonable costs it incurs as result of its activities as sponsoring Joint Venturer to the extent attributable to the JV Contract.

8. Subcontracts - To the extent necessary, the Joint Venture may subcontract all or any part of its obligations under the JV Contract. Such subcontracts shall contain substantially the same terms and conditions as the JV Contract.

If any such work is subcontracted to a Joint Venturer, said Joint Venturer in its capacity as subcontractor does hereby agree to indemnify and save the other Joint Venturers and the Joint Venture harmless from (i) any and all claims of any person or persons arising out of or in connection with any negligent act or conduct of its employees in the performance of its work, or the negligent failure of its employees to perform any of its obligations, under the aforementioned subcontract or (ii) any and all damage or injury of any kind to all persons, whether employees of the subcontracting party or not, and to all property, caused by, resulting from, arising out of, or occurring in connection with the negligent performance of the work and the negligent preparation therefore by the subcontracting party under the aforementioned subcontract, and (iii) all fees and expenses incurred by the Joint Venture in connection with the foregoing. In addition, such Joint Venturer, in its capacity as a subcontractor, shall be individually responsible for all bonds and insurance normally required of subcontractors.

9. Ownership of Assets - All plant, equipment, facilities, utilities, materials and other

physical property and assets acquired by the Joint Venture, if any, shall be owned by and held in the name of the Joint Venture. Upon completion of the JV Contract, such property and assets then remaining in the possession of the Joint Venture shall be sold for the highest possible price and the money derived from that sale deposited in the general account of the Joint Venture. The Joint Venturers shall be given a preference in the purchase of equipment so long as the price paid is competitive.

10. Insurance; Fidelity Bond - The Joint Venture shall obtain public liability, property damage and worker's compensation insurance, as well as any other insurance that may be required or advisable from time to time so as to adequately protect the Joint Venturers. All persons authorized to draw against funds of the Joint Venture shall be bonded in such company or companies and in such amounts as the Management Committee shall determine.

11. Rental of Equipment from Joint Venturers - It is agreed that the Joint Venture shall own all purchased equipment for the project. Should the Joint Venture elect to rent equipment from any of the Joint Venturers, each Joint Venturer furnishing such equipment shall be paid in accordance with a schedule of equipment rental rates which shall be mutually established by the Joint Venturers and shall become a part of this Agreement before any such equipment is furnished by either Joint Venturer. Any Joint Venturer who rents its equipment to the Joint Venture shall keep and maintain its own insurance policies covering such equipment, and shall cause its insurance company to waive subrogation against the Joint Venture and the other Joint Venturers in connection therewith. The Joint Venture shall also obtain any necessary and appropriate insurance policies for all equipment rented from others in the name of the Joint Venture, if any, while it is in the possession and control of the Joint Venture.

12. Winding Up - Upon completion of the JV Contract and final acceptance of the work under the JV Contract, and after (x) paying any and all expenses of the Joint Venture and discharging all liabilities not paid by insurance proceeds which shall have been incurred by the Joint Venture in connection with the business of the Joint Venture and (y) providing adequate reserves for any and all further foreseeable costs, claims not paid by insurance proceeds which shall be then pending or may be reasonably anticipated to be brought against the Joint Venture or any of the Joint Venturers, and any other contingency and (z) repaying all remaining working funds contributed by the Joint Venturers, then, any profits not theretofore distributed and then remaining shall be divided between the Joint Venturers in the proportion provided in Paragraph 4 hereof, except as otherwise modified in accordance with the provisions of paragraph 6 or 14 hereof. Any reserves which are no longer



required, or so much thereof as shall remain, shall be similarly distributed.

If the performance of the JV Contract shall result in a loss, the Joint Venturers shall bear such loss in the proportions provided in Paragraph 4 (irrespective of the fact that one or more of the Joint Venturers might have advanced more than its proportion of working funds as provided in Paragraph 6 hereof) and the liability of the Joint Venturers for the bearing of losses shall continue with respect to any claims made against either or both or the Joint Venturers whether arising before or after the completion of the JV Contract by reason of the carrying out of the Joint Venture or any matter in connection therewith, except as may be provided otherwise in the subcontract with any Joint Venturer.

13. Insolvency, Bankruptcy, Default - In the event of the insolvency, bankruptcy, reorganization, suspension of business operations, arrangement with creditors or dissolution of any Joint Venturer, or should any petition be filed by or against a Joint Venture under any bankruptcy statutes, or if any Joint Venturer shall fail, refuse or be unwilling or unable to perform the share of work assigned it under this Agreement, if any, then the interest of such Joint Venturer (hereinafter "defaulting or insolvent Joint Venturer") and its successors, receivers, trustees or other legal representatives (hereinafter "Representatives") in the Joint Venture shall be as set forth below; however, such Joint Venturer and its Representatives shall not be relived of any responsibility for its share of the Joint Venture's losses. In the event of a default or insolvency of a Joint Venturer, the remaining Joint Venturers shall have the right to carry out and complete the JV Contract and to wind up the business of the Joint Venture. The defaulting Joint Venturer shall, after default, have no further voice in performance of the JV Contract. Upon such completion of the JV Contract or earlier termination and receipt of payment of all amounts due under the JV Contract, the defaulting or insolvent Joint Venturer and its representatives shall be entitled to receive from the Joint Venture an amount equal to its share of the profits (as hereinafter defined) less its share of the losses as provided in Paragraphs 4, 6 and 13 hereof. For purposes of this paragraph, "its share of the profits" shall mean the lesser of (a) its proportionate share, as provided in Paragraphs 4, 6 and 13 hereof, of only that portion of the net profits of the completed JV Contract which the cost of the work performed at the time of default or insolvency bears to the total cost of the work performed or (b) its proportional share, as provided in Paragraph 4, 6 and 13 hereof, of profits earned at the time of insolvency, bankruptcy or default. In the event that the share of losses chargeable to the defaulting or insolvent Joint Venturer exceeds its working fund contributions in the Joint Venture, the defaulting or insolvent Joint Venturer or its Representatives shall promptly pay such excess to the remaining Joint Venturers. After completion of the JV Contract, the liabilities and obligations of the Joint Venture shall be satisfied in the following priority:

- (i) Payment to creditors, including the establishment of a reserve for contingent liabilities;

(ii) Payment to the nondefaulting Venturers in respect to working fund contributions;

(iii) Payment to the nondefaulting Venturers in respect of its share of profits; and

(iv) Payment to the defaulting or insolvent Joint Venturer in respect of working fund contributions, and share of profits; provided, however, that liabilities owing to the defaulting or insolvent Joint Venturer shall be satisfied solely from remaining Joint Venture assets, and the nondefaulting Venturers shall not be required to contribute additional capital for the satisfaction of such liabilities.

The defaulting or insolvent Joint Venturer expressly waives the right to an accounting as of the date of dissolution and shall remain fully liable for its proportionate share, as determined by Paragraph 4, of all obligations and debts of the Joint Venture, notwithstanding the default.

14. Assignability - No Joint Venturer shall sell, assign or in any other manner transfer its interest in the Joint Venture in whole or in part to any person without the prior written consent of the other Joint Venturers.

15. Third Party Beneficiaries - This Agreement shall bind and shall be for the sole and exclusive benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give to any person, firm or corporation other than the Joint Venturers and their successors and assigns any right, remedy or claim under this Agreement or by reason of any covenant, stipulation, promise or agreement hereof.

16. Responsibilities - It is contemplated that the administrative burden for the JV Contract shall be borne by each party, generally as follows:

a) Ujamaa shall furnish necessary personnel and shall perform all required accounting and record-keeping functions, including preparations and filing of informational tax returns.

b) Each Joint Venturer shall provide supervision and/or field labor to supervise and manage the work of the JV Contract subject to the approval and acceptance of the Management Committee as follows:

Ujamaa shall furnish personnel utilizing its own workforce as follows:

- Project Executive
- Senior Project Manager
- Senior Estimator
- Project Engineer
- Project Accountant

Power shall furnish personnel utilizing its own workforce as follows:

- Project Superintendent


17. Additional Agreements: From time to time as circumstances may require, the parties shall execute additional or subsidiary documents to facilitate handling the work of the Joint Venture in an efficient and businesslike manner. Without limiting the generality of the foregoing, such additional documents may cover such matters as authorizing specific individuals to execute documents on behalf of the Joint Venture, adding or changing authorized signatures with respect to bank accounts, loan agreements and the like.

18. Execution of Counterparts - This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and together shall constitute but a single instrument.

19. Applicable Law - All questions relative to the execution, validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Illinois.

20. Entire Agreement - This Agreement constitutes the entire agreement of the parties and is not subject to any other prior or contemporaneous oral or written agreements or understandings whatsoever. This Agreement may be subsequently modified or supplemented only by a writing signed by all parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized officers, the day and year first above written.

UJAMAA CONSTRUCTION INC.  
  
By: \_\_\_\_\_  
Jimmy Akintonde  
Its: President & CEO

POWER CONSTRUCTION COMPANY, LLC.

By: 

Terry Graber

Its: President and CEO

# **EXHIBIT #15**

## **Schedule B – Joint Venture Affidavit**

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

*This form need not be filled in if all joint venturers are MBE/WBE firms. In such case, however, a written joint venture agreement among the MBE/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 Ujamaa/Power II, A project Specific JV
2. Address of joint venture 7744 South Stony Island Ave.,  
Chicago, IL. 60649
3. Phone number of joint venture (773) 933-2242
4. Identify the firms that comprise the joint venture  
Ujamaa Construction Inc.  
Power Construction Co.
  - 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.)  
Ujamaa Construction Inc. is the majority share member of the Joint Venture and the Design-Builder.
  - B. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.  
Power Construction Co. is the minority share member of the Joint Venture and the Design-Builder
5. Nature of joint venture's business  
The Joint Venture is project specific for the design and construction of the South Side High School Project
6. Provide a copy of the joint venture agreement. See Attached
7. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? 55 %
8. Specify as to:
  - A. Profit and loss sharing 55% MBE %
  - B. Capital contributions, including equipment 55% MBE %
  - C. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.  
N/A
  - D. Describe any loan agreements between joint venturers, and identify the terms thereof.  
N/A

## 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

Jimmy Akintonde, African American, Male - Ujamaa Construction Inc.

B. Management decisions such as:

1) Estimating

Les Bates, Caucasian, Male - Ujamaa Construction Inc.

2) Marketing and Sales

Mellisa Gorman, Caucasian, Female - Power Construction Co..

3) Hiring and firing of management personnel

Jimmy Akintonde, AA, M - Ujamaa Construction Inc.

4) Other

Accounty Manager - Anna Thomas, Caucasian, Female - Ujamaa Construction Inc.

C. Purchasing of major items or supplies

Les Bates, Caucasian, Male - Ujamaa Construction Inc.

D. Supervision of field operations

Antone Collins, African American, M - Power Construction Co.

E. Supervision of office personnel

Les Bates, Causasian, M - Ujamaa Construction Inc.

- 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.

A seperate bank account will be established for the JV Account managed by Ujamaa Construction Inc. as the managing member of the Joint Venture.

- 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.

Please see Organizatiopn attacheche chart for personnel listiing.

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

N/A

### 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.

Ujamaa Construction Inc.

Name of Joint Venturer

Signature

Mr. Jimmy Akintonde

Name

President

Title

09/23/2017

Date

State of Illinois County of Cook

On this 26 day of September, 2017,  
before me appeared (Name)

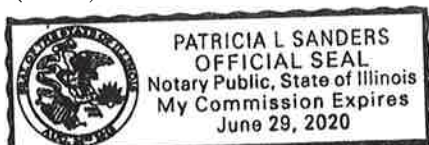
to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state  
that he or she was properly authorized by  
(Name of Joint Venture)

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

Patricia Sanders

Notary Public

Commission expires:  
(SEAL)



Power Construction Co.

Name of Joint Venturer

Signature

Mr. Robert Gallo

Name

Executive Vice President

Title

09/23/2017

Date

State of Illinois County of Cook

On this 26 day of September, 2017,  
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 execute the affidavit and did so as his or her  
free act and deed.

Patricia Sanders

Notary Public

Commission expires:  
(SEAL)





# **EXHIBIT #16**

**MBE/WBE Preliminary Information**

(Remainder of Page Intentionally Left Blank)



**DEPARTMENT OF PROCUREMENT SERVICES**

**CITY OF CHICAGO**

OCT 19 2016

**VIA CERTIFIED MAIL AND EMAIL**

Jimmy Akintonde  
**Ujamaa Construction, Inc.**  
7144 S. Stony Island Ave.  
Chicago, IL 60649  
Email: jakintonde@ujamaaconstruction.com

**RE: Notice of Determination of an Established Business Enterprise (EBE)**

Dear Jimmy Akintonde:

Congratulations! The City of Chicago has determined that Ujamaa Construction, Inc. is an **Established Business Enterprise ("EBE")** for the following NAICS Codes: **236220-Commercial Building Construction, 236220-Construction Management, Commercial and Institutional Building, 236220-Institutional Building Construction.** An Established Business Enterprise is a business entity, which by virtue of its size and capacity for competing in the markets in which it operates, does not need to be a full participant in the Minority and Women-Owned Business Enterprise Program in order to effectuate the purposes of the Program.

While your firm may no longer receive continued eligibility as a certified MBE in the above referenced work categories, your firm may continue to be utilized for MBE credit as a Participating Business Enterprise on any City of Chicago Bid, Request for Proposal (RFP), or Request for Qualification (RFQ), according to the following schedule:

1. From **10/15/2016 to 10/14/2017**, your business will be considered a Participating Established Business Enterprise, and **75% of your business's participation in a City contract** shall count for MBE participation.
2. From **10/15/2017 to 10/14/2018**, your business will be considered a Participating EBE, and **50% of your business's participation in a City contract** shall count for MBE participation.

**121 NORTH LASALLE STREET, ROOM 806, CHICAGO, ILLINOIS 60602**

3. From **10/15/2018** to **10/14/2019**, your business will be considered a Participating EBE, and **25% of your business's participation in a City contract** shall count for MBE participation.
4. Effective **10/15/2019**, your business will be considered a Non-Participating Established Business Enterprise, and it **shall not be eligible to participate in the City's MBE procurement program** for work

In addition, if you are currently performing on a subcontract, 100% of your business's participation shall continue to count for MBE participation. On future subcontracts, the participation percentage in effect on the date you enter into the subcontract agreement will remain locked in for the duration of the subcontract and will not decrease with each anniversary of the date of this notice.

Any Established Business Enterprise may reapply for certification at such time as it has information to show a significant change in its ownership, management, contractual relations, size, or in other functions bearing on its status as an established business.

The determination of being an Established Business Enterprise will not prevent your firm from participating as a prime contractor or subcontractor on City of Chicago contracts. However, any contract work performed by your firm while it is a Non-Participating EBE pursuant to the schedule detailed above may not be applied to the attainment of MBE, WBE, or BEPD contract goals.

Once again, congratulations on your success, and thank you for doing business with the City of Chicago.

Sincerely,



Richard Butler  
First Deputy Procurement Officer

RB/vlw





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

MAY 16 2014

Jimmy Akintonde  
Ujamaa Construction, Inc.  
7744 South Stony Island Avenue  
Chicago, IL 60649

Dear Mr. Akintonde:

We are pleased to inform you that **Ujamaa Construction, Inc.** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **04/30/2017**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **04/30/2015 and 04/30/2016**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **04/30/2017**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **02/28/2017**.

It is important to note that you also have an ongoing affirmative duty to notify the City 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, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

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:

121 NORTH LA SALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

A handwritten signature in blue ink, appearing to be "JP", is located in the bottom right corner of the page.

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).**

Be advised that 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. 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 the individual or entity, or the individual or entity assisted 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 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code(s):**

**236220 – Construction Management, Commercial and Institutional Building**

**236220 – Commercial and Institutional Building Construction**

Your firm's participation on City contracts will be credited only toward **Minority-Owned Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jamie L. Rhee", with a long horizontal flourish extending to the right.

Jamie L. Rhee  
Chief Procurement Officer

JLR/dw

# **EXHIBIT #17**

**Chicago Board of Education  
Multi-Project Labor Agreement**

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## **CHICAGO BOARD OF EDUCATION MULTI-PROJECT LABOR AGREEMENT**

This Multi-Project Labor Agreement ("Agreement") is entered into by and between the Board of Education for the City of Chicago ("Board" or "Trustees"), an Illinois governmental entity, and each of the undersigned labor organizations signatory hereto.

Because of the scope, cost and duration of, and important public purpose to be served by the construction and/or modernization of schools and school-related facilities by or related to the Chicago Public Schools ("CPS"), the parties to this Agreement have determined that it is in the public interest to have certain projects completed in the most timely, productive, economical and orderly manner possible and without labor disputes or disruptions of any kind that might interfere with or delay the projects.

The parties have determined that it is desirable to eliminate the potential for friction and disruption of these projects by using their best efforts and ensuring that all work is performed by the trade unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work. Experience has proven the value of such cooperation and that such mutual undertakings should be maintained and, if possible, strengthened and that the ultimate beneficiaries remain the taxpayers, schoolchildren and public.

To further these goals and to maintain a spirit of harmony, labor-management cooperation and stability, the parties agree as follows:

1. During the term of this Agreement, the Board shall not contract or subcontract, nor permit any other person, firm, company or entity to contract or subcontract, any construction, demolition, rehab or renovation of any Board property, at any of its sites or locations where work in furtherance of the projects is being undertaken, either by the Board, or its contractor or construction manager, as owner, coordinator, manager, contractor and/or purchaser relating to construction work covered by this Agreement or within the trade jurisdiction of the signatory unions, to be done at the site of construction, alteration, painting or repair of a building, structure or other work at the site or location covered by this Agreement and/or owned, leased, or in any manner controlled by the Board, unless such work is performed only by a person, firm or company signatory or willing to become signatory to an existing collective bargaining agreement with the union or with the appropriate trade/craft union or subordinate body of the Chicago & Cook County Building & Construction Trades Council or the AFL-CIO Building & Construction Trades Department. Copies of all such current collective bargaining agreements constitute Appendix "A" of this Agreement, attached hereto and made an integral part hereof and as may be modified from time to time during the term of this Agreement. Said provisions of this Agreement shall be included in all requests for bids and shall apply to all projects in excess of \$25,000.00

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- ; provided however, that said project contracts shall not be "split" so as to avoid the applicability of this Agreement.
2. All contractors working on projects subject to this Agreement shall be required to maximize the number of the apprentices working on the project.
  3. The Board shall require that the Public Building Commission (PBC) comply with this Agreement on projects managed by the PBC that it performs on the Board's behalf.
  4. With respect to a contractor or subcontractor who is the successful bidder, but is not a signatory to the applicable collective bargaining agreement, the collective bargaining agreement executed by said bidder shall be the relevant area agreement regulating the wages, hours and other terms and conditions of employment.
  5. During the term of this Agreement, project contractors and/or subcontractors shall engage in no lockout at any of the project sites.
  6. During the term of this Agreement, no labor organization signatory hereto, or any of its members, officers, stewards, agents, representatives or employees, shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing of any project sites for any reason whatsoever, including, but not limited to, a dispute between the Board, or any contractor or subcontractor, and any union or any employee, or by and between any unions, or in sympathy with any union or employee or with any other individual or group, or in protest of any project of \$25,000.00 or under.
  7. Each union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that, in the event any such act takes place or is engaged in by any employee or group of employees, each union signatory further agrees that it will use its best efforts (including its full disciplinary power under its applicable Constitution and By-Laws) to cause an immediate cessation thereof.
  8. Any contractor signatory hereto shall have the right to discharge or discipline any employee who violates the provision of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to the grievance arbitration procedure of the applicable collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be subject to review and shall not be disturbed.



9. The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain any violation of this Agreement, any form of self-help remedy is expressly forbidden. Nothing in the foregoing shall restrict any party to otherwise judicially enforce any provision of its collective bargaining agreement between any labor organization and a contractor with whom it has a collective bargaining relationship.
10. This Agreement shall expire on June 30, 2025 unless either party gives written notice to the other no earlier than February 1, 2020 and no later than March 1, 2020 to terminate this Agreement effective June 30, 2020. If such notice to terminate is given or, if not, upon expiration on June 30, 2025, the Agreement shall extend until the completion of any work initiated pursuant to the Agreement prior to termination or expiration.
- 11.a.) In the event a dispute shall arise between any contractor or subcontractor of the project, and any signatory labor organization and/or fringe benefit fund established under the appropriate collective bargaining agreement as to the obligation and/or payment of fringe benefits provided under the collective bargaining agreement, upon proper notice to the contractors and/or subcontractors by the appropriate labor organization or appropriate fringe benefit fund and to the Board, an amount sufficient to satisfy the amount claimed shall be withheld from the contractor's or subcontractor's regularly scheduled periodic payment from the Board or its agents until such time as said claim is resolved.
- b.) In the event any other contract dispute (excluding a dispute covered by paragraph 10 of this Agreement) shall arise between any contractor or subcontractor of the project and any signatory labor organization relating to a contract and/or project covered by the provisions of Paragraph 1 above and said dispute is resolved by the grievance arbitration procedure of the applicable collective bargaining agreement, any failure of a party to fully comply with such a final resolution shall result in the removal of the non-complying party from the Board project and property upon proper notice to the contractor and/or subcontractor.
12. In addition to the obligations set forth in this Agreement, in the event a jurisdictional dispute by and between any of the unions, such unions shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to the trade or work jurisdiction, all parties, including the employer (contractors or subcontractors), agree that a final and binding resolution of the dispute shall be achieved, as follows:
  - a.) Representatives of the affected trades shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve this dispute. (In the event there is a dispute between affiliates of the same

International, the decision of the General President or his/her designee, as the internal jurisdictional dispute authority of that International, shall constitute a final and binding decision.) Any agreement reached at this step shall be final and binding upon all parties.

- b.) If no settlement is reached during the proceedings contemplated in Paragraph 10(a) above, the matter shall be immediately referred to the leadership of the Chicago & Cook County Building & Construction Trades Council, according to the historic practice, for a meeting between the parties. Any agreement reached at this step shall be final and binding upon all parties.
- c.) If no settlement is reached subsequent to the actions contemplated in Paragraph 10(b) above, the matter shall be referred to the Joint Conference Board established by the Standard Agreement between the Construction Employers' Association and the Chicago & Cook County Building & Construction Trades Council for final and binding resolution of said dispute. A copy of the Standard Agreement is attached hereto and made a part hereof as Appendix "B".

It is explicitly agreed to by all parties that the parties to this Agreement, as well as each contractor and subcontractor performing work on or for the project, specifically are bound and stipulated to the jurisdiction and process of the Joint Conference Board. Said provision shall become a provision in all contracts and subcontracts issued by the owner, construction manager, contractor, subcontractor, or any agent thereof.

- 13. This agreement shall be incorporated into and become part of the collective bargaining agreements between the Unions signatory hereto and contractors and subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NTD Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Article V, VI, and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.
- 14. The parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. These parties agree to utilize the services of the Center for

Military Recruitment, Assessment and Veterans Employment (hereinafter referred to as the "Center") and the Center's Helmets to Hardhats program to service as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring support network, employment opportunities and other needs as identified by the parties. The parties also agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the parties will give appropriate credit to such veterans for bona fide, provable past experience, in the building and construction industry.

15. This Agreement constitutes the entire agreement between the parties hereto and may not be modified or changed except by the subsequent written agreement of the parties. Each party warrants and represents that they have the full legal authority and capacity to enter into this Agreement.
- 16.(a.) The parties agree that in the implementation and administration of this Agreement it is vitally necessary to maintain effective and immediate communication so as to minimize the potential for disputes arising out of this Agreement. To that end, each party hereto agrees to designate, in writing, a representative to whom problems which may arise during the term of this Agreement can be directed. Within forty-eight (48) hours after notice of the existence of any problem, representatives of each party shall meet to discuss and, where possible, resolve such problems. The Board hereby designates the Chief Executive Officer or his designee; the unions hereby designate the President of the Council or his designee.
- b.) The Board and the Council shall establish a subcommittee composed of no more than six (6) people with an equal number of representatives chosen by each side to examine contracting situations. The subcommittee shall meet monthly or upon request and shall have access to and examine those contracts and subcontracts involving work within the trade jurisdiction of the union currently in progress or planned. The Council shall receive written notification of all invitations to bid or requests for proposal (RFP) at the same time as the invitation for bid or RFP is conveyed to potential contractors. Upon request, the Board or its contractor or construction manager will disclose to the union all information made available to the bidders or potential bidders to the public and to any potential contractor. In the event the Board or any contractor determines to utilize a procedure not involving a public solicitation (for example, in cases of emergency or pilot project), the Board shall notify the union(s) if known by the Board and the subcommittee.
17. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal or

unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as thus amended, shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.

18. In the event the Board enters into an agreement or undertaking with any other governmental agency for the construction-related activities contemplated under this Agreement, the terms and provisions of this Agreement shall apply to all such projects irrespective of the agency awarding the contract or supervising the work thereunder.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: David J. Vitale  
David J. Vitale, President

gfm  
JMS

Attest: Estela G. Beltran  
Estela G. Beltran, Secretary

Date: 3/6/15

Board Report#: 15-0128-EX5

James Bebley Bw  
James Bebley, General Counsel

gfm  
JMS

Labor Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

Its: \_\_\_\_\_

2016 FEB 19 PM 2:46

LAW DEPARTMENT

-6-

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: David J. Vitale  
David J. Vitale, President

DTM  
2/19/15

Attest: Estela G. Beltran 2/3/15  
Estela G. Beltran, Secretary

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

DTM  
2/19/15

Labor Organization: BlackLATTERS

Address: 660 Industrial DR

City, State, Zip Code: ELmhurst IL 60126

Telephone Number: 630 941 2300

By: James Allen  
Its: JAMES ALLEN

Dated this 19 day of MARCH, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: David A. Vitale  
David J. Vitale, President

*[Handwritten initials]*  
*[Circular stamp]*

Attest: Estela G. Beltran  
Estela G. Beltran, Secretary

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

*[Handwritten initials]*  
*[Circular stamp]*

Labor Organization: Boilermakers Union Local No. One

Address: 2941 S. Archer Ave

City, State, Zip Code: Chicago IL 60608

Telephone Number: 773-247-5225

By: John F. Riel  
His: BUSINESS MANAGER / SECRETARY TREASURER

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-7-

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: David J. Vitale  
David J. Vitale, President

JTM  
XRS

Attest: Estela G. Beltran  
Estela G. Beltran, Secretary

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Bobley  
James Bobley, General Counsel

JTM  
XRS

Labor Organization: CARPENTERS COUNCIL

Address: 12 EAST ERIE ST. CHICAGO, IL

City, State, Zip Code: 60611

Telephone Number: (312) 787-3076

By: Gary Plummer  
Its: VICE PRESIDENT

113369,10



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: David J. Vitale  
David J. Vitale, President

JTM  
XMS

Attest: Estela G. Beltran  
Estela G. Beltran, Secretary

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Hobley  
James Hobley, General Counsel

JTM  
XMS

✓ Labor Organization: CEMENT MASONS LOCAL 502

Address: 739 25th AVE

City, State, Zip Code: DELUWOOD IL 60014

Telephone Number: 708-344-9100

By: TOTAL 1st Vice  
Its: PRESIDENT

Dated this 5 day of FEB, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: David J. Vitale  
David J. Vitale, President

FTM  
FWS

Attest: Estela G. Beltran 2/3/15  
Estela G. Beltran, Secretary

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

FTM  
FWS

Labor Organization: IBEW, LOCAL 134

Address: 600 W WASHINGTON

City, State, Zip Code: CHICAGO IL 60661

Telephone Number: 312 454-1340

By: Donald B. Finn  
Its: BUSINESS MANAGER / FINANCIAL SECY

3-9-15

-7-

Dated this 9<sup>TH</sup> day of MARCH, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: David J. Vitale  
David J. Vitale, President

APM  
YMS

Attest: Estela G. Beltran  
Estela G. Beltran, Secretary

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James B. Boley  
James Boley, General Counsel

APM  
YMS

Labor Organization: INTERNATIONAL UNION OF  
ELEVATOR CONSTRUCTORS  
Address: LOCAL NO. 2

City, State, Zip Code: 5860 W. 111th St.  
Chicago Ridge, IL 60415

708-907-7770

Telephone Number: By: Paul J. B...  
Its: Business MGR / President

113369.10

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: David J. Vitale  
David J. Vitale, President

DTM  
File

Attest: Estela G. Beltran 2/3/15  
Estela G. Beltran, Secretary

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

DTM  
File

Labor Organization: Local 17 Heat + Frost Insulators

Address: 18520 Spring Creek Dr Suite U

City, State, Zip Code: Tinley Park, IL 60477

Telephone Number: 708 468 8000

By: Brian Flynn  
Its: BUSINESS MANAGER

-7-

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: David J. Vitale  
David J. Vitale, President

JTM  
yds

Attest: Estela G. Beltran  
Estela G. Beltran, Secretary

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

JTM  
yds

Labor Organization: Laborers District Council of Chicago & Vicinity

Address: 999 McClintock Drive Suite 300

City, State, Zip Code: Burr Ridge, IL 60527

Telephone Number: 630.655.8289

By: James P. Lamm  
Its: Business Manager

113369.10

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: David J. Vitale  
David J. Vitale, President

ATM  
XMS

Attest: Estela G. Beltran  
Estela G. Beltran, Secretary

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

ATM  
XMS

Labor Organization: Laborers District Council of Chicago & Vicinity

Address: 999 McClintock Drive Suite 300

City, State, Zip Code: Burr Ridge, IL 60527

Telephone Number: 630.655.8284

By: James P. Lamm  
Its: Business Manager

113369.10

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: David J. Vitale  
David J. Vitale, President

ATM  
2/3/15

Attest: Estela G. Beltran 2/3/15  
Estela G. Beltran, Secretary

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

ATM  
2/3/15

Labor Organization: IRON WORKERS LOCAL #1

Address: 7720 INDUSTRIAL DR.

City, State, Zip Code: FOREST PARK, IL 60130

Telephone Number: 708.366.1188

By: Craig Santolucito  
Its: PRESIDENT / BM

Dated this 1 day of APRIL, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: David J. Vitale  
David J. Vitale, President

ATM  
FINE

Attest: Estela G. Beltran 2/3/15  
Estela G. Beltran, Secretary

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

ATM  
FINE

Labor Organization: ARCHITECTURAL + ORNAMENTAL IW 63

Address: 2525 W. LEXINGTON ST.

City, State, Zip Code: BROADVIEW, IL

Telephone Number: 708-344-7727

By: 202224

Its: BUSINESS MANAGER, FST



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: David J. Vitale  
David J. Vitale, President

JTM  
KMS

Attest: Estela G. Beltran 2/3/15  
Estela G. Beltran, Secretary

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

JTM  
KMS

Labor Organization: MACHINERY/MOVERS RIGGERS MACHINERY & RECTORS

Address: 1820 BEACH ST.

City, State, Zip Code: BROADVIEW, ILL 60656

Telephone Number: 708-615-9300

By: Robert E. Fulton

Its: BMEFT

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: David J. Vitale  
David J. Vitale, President

JTM  
2/3/15

Attest: Estela G. Beltran 2/3/15  
Estela G. Beltran, Secretary

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

JTM  
2/3/15

Labor Organization: Local 126, I.A.M.A.W.

Address: 120 East Ogden Ave, Suite 18A

City, State, Zip Code: Hinsdale, IL 60521

Telephone Number: 630-655-1930

By: Karl D. Saporiti  
Its: Business Representative

-7-

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: David J. Vitale  
David J. Vitale, President

ATM  
3/6/15

Attest: Estela G. Beltran  
Estela G. Beltran, Secretary

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Bobley  
James Bobley, General Counsel

JTB  
3/6/15

Labor Organization: Painters District Council #14

Address: 1486 W. Adams

City, State, Zip Code: Chicago, IL 60607

Telephone Number: (312) 421-0046

By: [Signature]  
Its: \_\_\_\_\_

113369.10

Dated this 6<sup>th</sup> day of FEBRUARY, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: David J. Vitale  
David J. Vitale, President

JTM  
FEB 15

Attest: Estela G. Beltran 2/3/15  
Estela G. Beltran, Secretary

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

JTM  
FEB 15

Labor Organization: PIPE FITTERS L.U. 597

Address: 45N OGDEN AVE

City, State, Zip Code: CHGO IL 60607

Telephone Number: 312-829-4191 x240

By: James Buchanan  
Its: BUSINESS MANAGER

Dated this 5th day of February, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: David J. Vitale  
David J. Vitale, President

ATM  
2/3/15

Attest: Estela G. Beltran 2/3/15  
Estela G. Beltran, Secretary

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

ATM  
2/3/15

Labor Organization: Chicago Journeyman Plumbers Local 130 UA

Address: 1340 W. Washington Blvd.

City, State, Zip Code: Chicago, IL 60607

Telephone Number: (312) 421-1010

By: James F. Coyne  
Its: James F. Coyne, Business Manager

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: David J. Vitale  
David J. Vitale, President

JTM  
2/3/15

Attest: Estela G. Beltran 2/3/15  
Estela G. Beltran, Secretary

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

JTM  
4/1/15

Labor Organization: United Union of Roofers Waterproofers & Allied Workers Local 11

Address: 9838 W. Roosevelt Road

City, State, Zip Code: Westchester IL 60154

Telephone Number: 708-345-0970

By: Ray Mangel  
Its: President/Business Manager

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: David J. Vitale  
David J. Vitale, President

ATM  
2/3/15

Attest: Estela G. Beltran 2/3/15  
Estela G. Beltran, Secretary

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

ATM  
2/3/15

Labor Organization: SHEET METAL WORKERS' LOCAL 73

Address: 4550 ROOSEVELT ROAD

City, State, Zip Code: HILLSDALE, IL 60162

Telephone Number: 708-449-0073

By: President  
Its: PRESIDENT AND BUSINESS MANAGER

Dated this 5th day of February, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: David J. Vitale  
David J. Vitale, President

JTM  
2/3/15

Attest: Estela G. Beltran 2/3/15  
Estela G. Beltran, Secretary

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

JTM  
2/3/15

Labor Organization: Sprinkler Fitters Union Local 281, U.A.

Address: 11900 S. Laramie Avenue

City, State, Zip Code: Alsip, IL 60803

Telephone Number: (708) 597-1800

By: [Signature]  
Its: Business Manager



Dated this \_\_\_\_ day of \_\_\_\_\_, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: David J. Vitale  
David J. Vitale, President

FTM  
KMB

Attest: Estela G. Beltran 2/3/15  
Estela G. Beltran, Secretary

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

FTM  
KMB

Labor Organization: TEAMSTERS LOCAL UNION NO. 731  
Address: 1000 Burr Ridge Pkwy. Ste. 300  
City, State, Zip Code: Burr Ridge, IL 60527  
Telephone Number: (630) 887-4100

By: Pat Hanrahan  
Its: President