

EXHIBITS
TO
DESIGN-BUILD AGREEMENT
BETWEEN
PUBLIC BUILDING COMMISSION OF CHICAGO
AND
UJAMAA CONSTRUCTION, INC.
2013 SCHOOL INVESTMENT PROGRAM
PROJECT NUMBER 16
CONTRACT NUMBER PS1978
PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Rahm Emanuel
Chairman

Erin Lavin Cabonargi
Executive Director

Public Building Commission
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JULY 2013

EXHIBIT 1 - DESIGN BUILDER DESIGN SERVICES

1. Complete the design for the Project and solicit 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, and Construction Documents as identified in Book 1, Article 3.
3. Provide all Coordination, Permit and Trade and Construction packages fourteen (14) days prior to issuance for Commission and User Agency review.
4. Prepare and professionally seal documents that will be issued by 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, 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.
5. Facilitate a Lessons Learned walk-thru of recently constructed projects as necessary 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.
6. Coordination and support 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) to the Commission's independent BAS Commissioning Authority. (IF APPLICABLE)
7. 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. (IF APPLICABLE)
8. Provide an energy simulation model using the DOE II Modeling Software. (IF APPLICABLE)
9. Preparation of Proposed Public Right of Way Amendment Plan and other documents necessary to illustrate any required amendments to the public right of way. (IF APPLICABLE)

EXHIBIT 1 - DESIGN BUILDER DESIGN SERVICES

- c. A scorecard to monitor the completion of required inspections and tests, and the submittal of required certificates.
20. In addition to the Coordination set forth below, the Design Builder shall provide coordination services set forth in Book 2A, Standard Terms and Conditions Procedures Manual for Design Build Contracts. Architect Engineer 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 specified under Division 15 and electrical power provided under Division 16).
 - 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.

EXHIBIT 2 – SCOPE AND PERFORMANCE CRITERIA

Design Builder acknowledges receipt of the initial Scope and Performance Criteria dated May 16, 2013, Update 1 to the Scope and Performance Criteria dated May 24, 2013, Update 2 to the Scope and Performance Criteria dated May 29, 2013, and Update 3 to the Scope and Performance Criteria dated June 4, 2013 for all schools in Project 16. These documents and the Construction Drawings and Specifications listed herein, including the noted exceptions/clarifications shown on Exhibit 3 form the basis for the Scope of Work for Project 16.

1. Corliss High School

a. Drawings – Final GMP Construction Set – 07.19.13

ARCHITECTURAL

G1.0 COVER SHEET

A-0.00 CODE MATRIX INDEX OF DRAWINGS

A-0.10 GENERAL NOTES

A-0.20 ABBREVIATIONS & SYMBOLS

A-0.30 BASEMENT FLOOR PLAN

A-0.40 FIRST FLOOR PLAN

A-0.50 SECOND FLOOR PLAN

C1.1 SITE PLAN

D1.0 PARTIAL BASEMENT FLOOR DEMO PLAN

D1.1 PARTIAL FIRST FLOOR DEMO PLAN

D1.2 PARTIAL SECOND FLOOR DEMO PLAN

A-1.0 SCOPE - ACADEMIC BUILDING A&B EXISTING BASEMENT FLOOR PLAN

A-1.1 SCOPE - ATHLETIC BUILDING EXISTING BASEMENT FLOOR PLAN

A-1.2 SCOPE - ARTS BUILDING EXISTING FIRST FLOOR PLAN

A-1.3 SCOPE - ACADEMIC BUILDING A EXISTING FIRST FLOOR PLAN

A-1.4 SCOPE - ACADEMIC BUILDING B EXISTING FIRST FLOOR PLAN

A-1.5 SCOPE - ACADEMIC BUILDING C EXISTING FIRST FLOOR PLAN

A-1.6 SCOPE - ATHLETIC BUILDING EXISTING FIRST FLOOR PLAN

A-1.7 SCOPE - ARTS BUILDING EXISTING SECOND FLOOR PLAN

A-1.8 SCOPE - ACADEMIC BUILDING A EXISTING SECOND FLOOR PLAN

A-1.9 SCOPE - ACADEMIC BUILDING B EXISTING SECOND FLOOR PLAN

A-1.10 SCOPE - ACADEMIC BUILDING C EXISTING SECOND FLOOR PLAN

A-1.11 SCOPE - ATHLETIC BUILDING EXISTING SECOND FLOOR PLAN

A-1.12 SCOPE - ROOF PLAN

A-2.1 ENLARGED- TOILET ROOM PLANS & ELEVATIONS

A-2.2 ENLARGED- TOILET ROOM PLANS & ELEVATIONS

A-2.3 ENLARGED- TOILET ROOM PLANS & ELEVATIONS

A-2.4 ENLARGED- TOILET ROOM PLANS & ELEVATIONS

A-2.5 ENLARGED- LOCKER ROOM BASEMENT FLOOR PLAN

A-2.6 ENLARGED- OFFICE 142 AND VESTIBULE 193

A-2.7 ENLARGED- ELEVATOR PLANS AND SECTIONS

A-3.1 ENLARGED - LOCKER ROOM ELEVATIONS
A-3.2 ENLARGED-SHOWER ROOM PLANS AND ELEVATIONS
A-3.3 ENLARGED-SCIENCE LAB PLANS AND ELEVATIONS
A-3.4 ENLARGED-PREP ROOM PLAN, ELEVATIONS AND DETAILS
A-3.5 ENLARGED-SCIENCE LAB PLANS AND ELEVATIONS

A-4.0 CEILING NOTES
A-4.1 SCIENCE LAB REFLECTED CEILING PLANS
A-4.2 LOCKER ROOMS REFLECTED CEILING PLANS

A-5.1 DOOR SCHEDULE AND DOOR DETAILS
A-5.2 ROOM SCHEDULE
A-5.3 FINISH PLANS AND ELEVATIONS-MEN'S AND WOMEN'S SHOWERS
A-5.4 WALL TYPES AND DETAILS
A-5.5 SIGN TYPES, DETAILS AND SCHEDULE
A-5.6 NOBLE RECEPTION DESK-DETAILS
A-5.7 SECURITY DESK
A-5.8 ATHLETIC BUILDING ELEVATOR ELEVATIONS

EXTERIOR ENVELOPE AND ROOFING

CO-R1.0 ROOF PLAN
CO-R1.1 ROOF DEFECT PLAN
CO-E1.0 ELEVATIONS
CO-E1.1 ELEVATIONS
CO-E1.2 ELEVATIONS

STRUCTURAL

SD-1.1 PARTIAL BASEMENT/FOUNDATION, FIRST FL. & MEZZ. DEMOLITION PLANS
S-0.1 GENERAL STRUCTURAL NOTES
S-1.1 PARTIAL BASEMENT/FOUNDATION & FIRST FLOOR FRAMING PLANS
S-1.2 PARTIAL MEZZANINE & ROOF FRAMING PLANS
S-2.1 FOUNDATION SECTIONS AND DETAILS
S-2.2 FOUNDATION SECTIONS AND DETAILS
S-3.1 FRAMING SECTIONS AND DETAILS

MECHANICAL

M-0.1 SYMBOLS, NOTES AND ABBREVIATIONS
M-1.0 ENLARGED ATHLETIC LOCKER ROOM FLOOR PLAN-DEMO
M-1.1 ENLARGED ATHLETIC LOCKER ROOM DEMOLITION FLOOR PLAN
M-1.2 PARTIAL SECOND FLOOR PLAN
M-2.0 PARTIAL BASEMENT FLOOR PLAN
M-2.1 PARTIAL FIRST FLOOR PLAN
M-2.2 PARTIAL SECOND FLOOR PLAN
M-2.3 PARTIAL ROOF PLAN
M-3.0 ENLARGED ATHLETIC LOCKER ROOM FLOOR PLAN
M-3.1 ENLARGED FIRST FLOOR PLAN
M-3.2 ENLARGED ATHLETIC SECOND FLOOR PLAN
M-3.3 ENLARGED MAIN OFFICE ROOM 142
M-3.4 ENLARGED SCIENCE LAB 136 AND 230
M-5.1 MECHANICAL SCHEDULES
M-6.1 MECHANICAL DETAILS
M-6.2 MECHANICAL DETAILS
M-7.1 CONTROLS ARCHITECTURE
M-7.2 CONTROLS LEGEND
M-7.3 RTU-1 CONTROLS DIAGRAM
M-7.4 EF-4 CONTROLS DIAGRAM
M-7.5 CONTROLS DETAILS

ELECTRICAL

E-0.1 ELECTRICAL SYMBOLS, NOTES AND ABBREVIATIONS
E-0.2 ELECTRICAL SYMBOLS, NOTES AND ABBREVIATIONS
E-0.3 ELECTRICAL SYMBOLS, NOTES AND ABBREVIATIONS
E-2.0 PARTIAL BASEMENT FLOOR PLAN
E-2.1 FIRST FLOOR PLAN
E-2.2 PARTIAL SECOND FLOOR PLAN
E-2.3 PARTIAL ROOF PLAN
E-3.0 ENLARGED ATHLETIC LOCKER ROOM LIGHTING PLAN
E-3.1 ENLARGED ATHLETIC LOCKER ROOM POWER PLAN
E-3.2 ENLARGED SCIENCE LAB LIGHTING 136 AND 230
E-3.3 ENLARGED SCIENCE LAB POWER 136 AND 230
E-3.4 ENLARGED ATHLETIC MEZZANINE PLAN
E-3.5 ENLARGED ROOF POWER PLAN
E-3.6 ENLARGED ELECTRICAL PLAN-BUILDING B AND C
E-4.1 ELECTRICAL DIAGRAMS
E-4.2 ELECTRICAL DIAGRAMS
E-5.1 ELECTRICAL SCHEDULES
E-5.2 ELECTRICAL SCHEDULES
E-6.1 ELECTRICAL DETAILS
E-6.2 ELECTRICAL DETAILS
E-6.3 ELECTRICAL DETAILS
E-6.4 ELECTRICAL DETAILS
E-6.5 ELECTRICAL DETAILS
E-6.6 ELECTRICAL DETAILS
E-6.7 ELECTRICAL DETAILS

PLUMBING

P-0.1 PLUMBING SYMBOLS, NOTES AND ABBREVIATIONS
P-2.0 PARTIAL BASEMENT FLOOR PLAN DEMOLITION
P-2.1 PARTIAL FIRST FLOOR PLAN
P-2.2 PARTIAL SECOND FLOOR PLAN
P-3.0 ENLARGED ATHLETIC LOCKER ROOM FLOOR PLAN
P-3.2 ENLARGED SCIENCE LAB 136 AND 230
P-4.1 PLUMBING DIAGRAM
P-4.2 PLUMBING DIAGRAMS
P-4.3 PLUMBING DIAGRAMS
P-4.4 PLUMBING DIAGRAMS
P-4.5 PLUMBING DIAGRAMS
P-4.6 PLUMBING DIAGRAMS
P-5.1 PLUMBING SCHEDULES
P-6.1 PLUMBING DETAILS

b. Specifications – Issued for GMP – 06.12.13

INTRODUCTORY INFORMATION

Section Number Section Title

00 00 00 Book 3 Volume 1 Cover Page

00 01 10 Table of Contents

PROCUREMENT AND CONTRACTING REQUIREMENTS GROUP DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

Section Number Section Title

SPECIFICATIONS GROUP

GENERAL REQUIREMENTS SUBGROUP

DIVISION 01 – GENERAL REQUIREMENTS

Section Number Section Title

01 35 62 Erosion and Sedimentation Control

01 35 63 Construction Waste Management

01 35 64 Coordination, Commissioning Authority, and General Requirements

01 35 65 Requirements

01 35 66 Submittal Procedures

01 35 67 Project Record Documents

01 35 68 Operation and Maintenance Data

01 35 69 Process

01 35 70 Pre-Functional Checklists

01 35 71 Functional Performance Testing

01 35 72 Demonstration & Training

01 40 00 Quality Requirements

01 42 00 References

01 56 11 General Dust, Fume, and Odor Control

01 57 15 Integrated Pest Management

01 60 00 Product Requirements

01 73 00 Execution

01 73 29 Cutting and Patching

01 74 25 Final Cleaning

01 78 23 Operation and Maintenance Data

01 78 39 Project Record Documents

01 79 00 Demonstration and Training

DIVISION 02 – EXISTING CONDITIONS

Section Number Section Title

02 41 19 Selective Demolition

02 64 00 Aboveground Storage Tank Removal

02 65 00 Underground Storage Tank Removal

02 82 13 Asbestos Abatement – Prior to Demolition

02 82 14 Asbestos Abatement – Interiors

02 82 15 Asbestos Abatement – Exteriors

02 83 19.13 Lead-Based Paint Abatement

02 87 13 Animal Excrement and Carcass Abatement

DIVISION 03 – CONCRETE

Section Number Section Title

03 01 30 Maintenance of Cast-In-Place Concrete

03 30 00 Cast-In-Place Concrete

03 30 53 Miscellaneous Cast-In-Place Concrete

03 45 53 Miscellaneous Precast Architectural Concrete

03 54 16 Hydraulic Cement Underlayment

DIVISION 04 – MASONRY

Section Number Section Title

04 01 20 Maintenance of Unit Masonry

04 20 00 Unit Masonry

04 22 00 Concrete Unit Masonry

DIVISION 05 – METALS

Section Number Section Title

05 12 00 Structural Steel Framing

05 21 00 Steel Joist Framing

05 31 13 Steel Floor Decking

05 31 23 Steel Roof Decking

05 40 00 Cold-Formed Metal Framing

05 50 00 Metal Fabrications

DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES

Section Number Section Title

06 10 53 Miscellaneous Rough Carpentry

06 16 43 Gypsum Sheathing

06 40 23 Interior Architectural Woodwork

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

Section Number Section Title

07 01 50.23 Roof Removal

07 01 50.61 Roof Deck Repair

07 01 50.65 Roof Patching

07 01 60 Maintenance of Flashing and Sheet Metal

07 11 13 Bituminous Damp-proofing

07 13 26 Self-Adhering Sheet Waterproofing

07 18 00 Traffic Coatings

07 21 00 Thermal Insulation

07 27 00 Air Barriers

07 42 43 Composite Wall Panels

07 42 47 Composite Window Infill Panels

07 52 00 Modified Bituminous Membrane Roofing

07 54 33 Flexible Membrane Roofing

07 62 00 Sheet Metal Flashing and Trim

07 72 00 Roof Accessories
07 81 16 Cementitious Fireproofing
07 84 13 Penetration Fire-stopping
07 92 00 Joint Sealants

DIVISION 08 – OPENINGS

Section Number Section Title

08 01 46 Glazed Aluminum Curtain Wall Component Replacement
08 11 13 Hollow Metal Doors and Frames
08 11 14 Hollow Metal Frames
08 14 16 Flush Wood Doors
08 15 00 Fiberglass Reinforced Polyester (FRP) Flush Door Assemblies
08 31 13 Access Doors and Frames
08 56 13 Aluminum Windows – Accessible
08 56 56 Window Guards – Interior
08 56 57 Window Guards – Exterior
08 71 00 Door Hardware
08 71 13 Automatic Door Operators
08 80 00 Glazing
08 91 00 Louvers

DIVISION 09 – FINISHES

Section Number Section Title

09 01 22 Plaster Patching
09 01 24 Plaster Renovation
09 01 33 Tiling Restoration
09 01 53 Acoustical Ceiling Restoration
09 01 63 Terrazzo Flooring Restoration
09 21 16 Gypsum Board Assemblies
09 21 19 Gypsum Board Shaft Wall Assemblies
09 23 00 Gypsum Plastering
09 23 13 Acoustical Gypsum Plastering
09 23 15 Acoustical Gypsum Plastering – Ceiling Renovations
09 24 00 Cement Plastering
09 26 00 Veneer Plastering
09 30 00 Tiling
09 51 13 Acoustical Panel Ceilings
09 65 13 Resilient Base and Accessories
09 65 16 Resilient Sheet Flooring
09 65 19 Resilient Tile Flooring
09 65 43 Linoleum Flooring
09 66 00 Terrazzo Flooring
09 68 16 Sheet Carpeting
09 91 00 Painting
09 91 03 Renovation Painting – Surface Preparation
09 91 05 Renovation Painting
09 96 53 Elastomeric Coatings
09 97 23 Concrete Floor Coatings

DIVISION 10 – SPECIALTIES

Section Number Section Title

10 11 00 Visual Display Units
10 11 03 Chalkboard to Marker board Conversion
10 14 03 Interior Signage
10 14 05 Exterior Signage

10 14 06 Exterior Signage – Remote Parking Lots
 10 14 19 Dimensional Letter Signage
 10 21 13 Toilet Compartments
 10 28 13 Toilet Accessories
 10 44 00 Fire Protection Specialties
 10 44 03 Installation of Fire Extinguishers and Cabinets
 10 51 14 Metal Lockers – High Schools

DIVISION 11 – EQUIPMENT

Section Number Section Title

11 52 13 Projection Screens
 11 53 13 Laboratory Fume Hoods

DIVISION 12 – FURNISHINGS

Section Number Section Title

12 21 13 Horizontal Louver Blinds
 12 24 13 Roller Window Shades – Manual
 12 24 14 Roller Window Shades – Motorized
 12 32 00 Manufactured Wood Casework
 12 35 53 Wood Laboratory Casework
 12 56 35 Classroom Furniture – Computer Desks
 12 56 55 Laboratory Furniture – Laboratory Seats

DIVISION 14 – CONVEYING EQUIPMENT

Section Number Section Title

14 24 23 Hydraulic Passenger Elevators

DIVISION 21 – FIRE SUPPRESSION

Section Number Section Title

21 11 00 Facility Fire-Suppression Piping
 21 31 13 Electric-Drive, Centrifugal Fire Pumps

DIVISION 22 – PLUMBING

Section Number Section Title

22 05 00 Common Work Results for Plumbing
 22 05 13 Common Motor Requirements for Plumbing Equipment
 22 05 16 Expansion Fittings and Loops for Plumbing
 22 05 19 Meters & Gages for Plumbing Piping
 22 05 23 General-Duty Valves for Plumbing Piping
 22 05 29 Hangers & Supports for Plumbing Piping & Equipment
 22 05 33 Heating Tracing for Plumbing Piping .
 22 05 48 Vibration Controls for Plumbing Piping and Equipment
 22 05 53 Identification for Plumbing Piping and Equipment
 22 07 00 Plumbing Insulation
 22 11 16 Domestic Water Piping
 22 11 19 Domestic Water Piping Specialties
 22 11 23 Domestic Water Pumps
 22 11 23.13 Domestic Water Packaged Booster Pumps
 22 13 16 Sanitary Waste and Vent Piping
 22 13 29 Sanitary Sewage Pumps
 22 14 13 Facility Storm Drainage Piping
 22 14 23 Drainage Piping Specialties
 22 14 26 Facility Storm Sewer Drainage
 22 14 29 Sump Pumps
 22 36 00 Commercial Fuel-Fired Water Heaters
 22 40 00 Plumbing Fixtures
 22 66 53 Chemical-Waste Piping

DIVISION 23 – HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)

Section Number Section Title

- 23 01 30.51 HVAC Air-Distribution System Cleaning
- 23 05 03 General Provisions for HVAC Work
- 23 05 05 Basic HVAC Materials and Methods
- 23 05 13 Common Motor Requirements for HVAC Equipment
- 23 05 15 Motors – Variable Frequency Controllers
- 23 05 29 Hangers and Supports for Piping and Equipment
- 23 05 48 Vibration Controls for HVAC Piping and Equipment
- 23 05 53 Identification for HVAC Piping and Equipment
- 23 05 93 Testing, Adjusting, and Balancing for HVAC
- 23 07 00 HVAC Insulation
- 23 09 20 Building Automation System (BAS)
- 23 09 21 Building Automation System (BAS) – Basic Materials, Interface Devices, and Sensors
- 23 09 23 Building Automation System (BAS) – Field Panels
- 23 09 24 Building Automation System (BAS) – Communication Devices
- 23 09 25 Building Automation System (BAS) – Software and Programming
- 23 09 27 Building Automation System (BAS) – Commissioning
- 23 23 00 Refrigerant Piping
- 23 31 13 Metal Ducts
- 23 33 00 Air Duct Accessories
- 23 34 16 Centrifugal HVAC Fans
- 23 34 23 HVAC Power Ventilators
- 23 37 13 Diffusers, Registers, and Grilles
- 23 74 14 Custom-Packaged, Outdoor, Central-Station Air-Handling Units
- 23 81 26 Split-System Air-Conditioners

DIVISION 26 – ELECTRICAL

Section Number Section Title

- 26 05 03 General Requirements for Electrical Systems
- 26 05 05 Basic Electrical Materials and Methods
- 26 05 11 Conductors and Cables for Electrical Systems
- 26 05 26 Grounding and Bonding for Electrical Systems
- 26 05 29 Hangers and Supports for Electrical Systems
- 26 05 33 Raceways and Boxes for Electrical Systems
- 26 05 53 Identification for Electrical Systems
- 26 08 13 Testing of Electrical Systems
- 26 09 23 Lighting Control Devices
- 26 09 33 Central Dimming Controls
- 26 09 36 Modular Dimming Controls
- 26 22 00 Low-Voltage Transformers
- 26 24 13 Switchboards
- 26 24 16 Panel-boards
- 26 27 26 Wiring Devices
- 26 28 13 Fuses
- 26 28 16 Enclosed Switches and Circuit Breakers
- 26 29 13 Enclosed Controllers
- 26 43 00 Surge Protection Devices
- 26 51 00 Interior Lighting
- 26 56 00 Exterior Lighting

DIVISION 27 – COMMUNICATIONS

Section Number Section Title

27 05 03 General Requirements for Communications
 27 05 53 Identification for Communications Systems
 27 08 00 Commissioning of Communications
 27 11 16 Communications Cabinets, Racks, and Enclosures
 27 13 13 Communications Copper Backbone Cabling
 27 13 23 Communications Optical Fiber Backbone Cabling
 27 15 00.19 Communications Horizontal Cabling
 27 51 00 Distributed Audio-Video Communications Systems
 27 51 16 Public Address Systems
 27 51 26 Assistive Listening Device Systems
 27 53 15 Intercom, Master Clock, and Program Equipment Interface
 27 60 13 Wireless Access Points for Data Communications

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

Section Number Section Title

28 13 15 Access Control System (Large Installation)
 28 31 00 Fire Detection and Alarm

SITE AND INFRASTRUCTURE SUBGROUP

DIVISION 31 – EARTHWORK

Section Number Section Title

31 22 14 Earthwork
 31 23 17 Excavating, Backfilling, and Compacting for Utilities
 31 23 18.13 Soil, Fill, Backfill, CU Structural Soil, and Construction
 and Demo Debris Removal

DIVISION 32 – EXTERIOR IMPROVEMENTS

Section Number Section Title

32 92 23 Sodding
 32 93 11 Plantings

DIVISION 33 – UTILITIES

Section Number Section Title

33 51 13 Natural Gas Piping

2. Curtis Elementary

a. Drawings – Final GMP Construction Set – 07.19.13

GENERAL:

GO.1 SYMBOLS, ABBREVIATIONS & SHEET INDEX

ARCHITECTURAL:

A1.0a	LOWER LEVEL FLOOR PLAN – AREA A
A1.1a	FIRST LEVEL FLOOR PLAN – AREA A
A1.1b	FIRST LEVEL FLOOR PLAN – AREA B
A1.2a	SECOND LEVEL FLOOR PLAN – AREA A
A1.2b	SECOND LEVEL FLOOR PLAN – AREA B
A1.3a	THIRD LEVEL FLOOR PLAN – AREA A
A1.3b	THIRD LEVEL FLOOR PLAN – AREA B

MECHANICAL:

M0.0	SYMBOLS, NOTES AND ABBREVIATIONS
M2.0a	LOWER LEVEL FLOOR PLAN – AREA A
M2.1a	FIRST LEVEL FLOOR PLAN – AREA A
M2.1b	FIRST LEVEL FLOOR PLAN – AREA B
M2.2a	SECOND LEVEL FLOOR PLAN – AREA A
M2.3a	THIRD LEVEL FLOOR PLAN – AREA A
M5.0	MECHANICAL SCHEDULES
M6.0	MECHANICAL DETAILS
M6.1	MECHANICAL DETAILS

ELECTRICAL:

E-000	SYMBOLS, NOTES AND ABBREVIATIONS
E-001	SYMBOLS, NOTES AND ABBREVIATIONS
E-002	SYMBOLS, NOTES AND ABBREVIATIONS
E2.0a	LOWER LEVEL FLOOR PLAN – AREA A
E2.1a	FIRST LEVEL FLOOR PLAN – AREA A
E2.1b	FIRST LEVEL FLOOR PLAN – AREA B
E2.2a	SECOND LEVEL FLOOR PLAN – AREA A
E2.3a	THIRD LEVEL FLOOR PLAN – AREA A
E4.0	ELECTRICAL RISER DIAGRAMS
E5.0	ELECTRICAL SCHEDULES
E6.0	ELECTRICAL DETAILS
E6.1	ELECTRICAL DETAILS

PLUMBING:

P0.0	SYMBOLS, NOTES AND ABBREVIATIONS
P2.0a	LOWER LEVEL FLOOR PLAN – AREA A
P2.1a	FIRST LEVEL FLOOR PLAN – AREA A
P2.1b	FIRST LEVEL FLOOR PLAN – AREA B
P2.2a	SECOND LEVEL FLOOR PLAN – AREA A
P2.2b	SECOND LEVEL FLOOR PLAN – AREA B
P2.3a	THIRD LEVEL FLOOR PLAN – AREA A
P2.3b	THIRD LEVEL FLOOR PLAN – AREA B

b. Specifications

- i. Included in drawings.

3. Haley Elementary

a. Drawings – Final GMP Construction Set – 07.19.13

GENERAL:

G0.1	SYMBOLS, ABBREVIATIONS & SHEET INDEX
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ARCHITECTURAL:

A1.1a	FIRST LEVEL FLOOR PLAN – AREA A
A1.1b	FIRST LEVEL FLOOR PLAN – AREA B
A1.1c	FIRST LEVEL FLOOR PLAN – AREA C
A1.2a	SECOND LEVEL FLOOR PLAN – AREA A
A1.2b	SECOND LEVEL FLOOR PLAN – AREA B
A1.2c	SECOND LEVEL FLOOR PLAN – AREA C
A1.3c	THIRD LEVEL FLOOR PLAN – AREA C

MECHANICAL:

M0.0	SYMBOLS, NOTES AND ABBREVIATIONS
M2.1a	FIRST LEVEL FLOOR PLAN – AREA A
M2.1b	FIRST LEVEL FLOOR PLAN – AREA B
M2.2a	SECOND LEVEL FLOOR PLAN – AREA A
M2.2b	SECOND LEVEL FLOOR PLAN – AREA B
M2.3c	THIRD LEVEL FLOOR PLAN – AREA C
M5.0	MECHANICAL SCHEDULES
M6.0	MECHANICAL DETAILS
M6.1	MECHANICAL DETAILS

ELECTRICAL:

E-000	SYMBOLS, NOTES AND ABBREVIATIONS
E-001	SYMBOLS, NOTES AND ABBREVIATIONS
E-002	SYMBOLS, NOTES AND ABBREVIATIONS
E2.1a	FIRST LEVEL FLOOR PLAN – AREA A
E2.1b	FIRST LEVEL FLOOR PLAN – AREA B
E2.2a	SECOND LEVEL FLOOR PLAN – AREA A
E2.2b	SECOND LEVEL FLOOR PLAN – AREA B
E2.3c	THIRD LEVEL FLOOR PLAN – AREA C
E4.0	ELECTRICAL RISER DIAGRAMS
E5.0	ELECTRICAL SCHEDULES
E6.0	ELECTRICAL DETAILS

PLUMBING:

P0.0	SYMBOLS, NOTES AND ABBREVIATIONS
P2.1a	FIRST LEVEL FLOOR PLAN – AREA A
P2.1b	FIRST LEVEL FLOOR PLAN – AREA B
P2.1c	FIRST LEVEL FLOOR PLAN – AREA C
P2.2a	SECOND LEVEL FLOOR PLAN – AREA A
P2.2b	SECOND LEVEL FLOOR PLAN – AREA B
P2.2c	SECOND LEVEL FLOOR PLAN – AREA C
P2.3c	THIRD LEVEL FLOOR PLAN – AREA C
P6.0	PLUMBING DETAILS

b. Specifications

- i. Included in drawings.

**EXHIBIT 3 –EXCEPTIONS/CLARIFICATIONS TO CONSTRUCTION DRAWINGS
AND SPECIFICATIONS**

Design-Builder acknowledges submission of Construction Drawings and Specifications as shown on Exhibit 2 and notes the following exceptions/clarifications, as attached:

1. General

- a. Our pricing includes all design/scope change directives issued by the PBC as they specifically relate to our schools and scope of work.

2. Corliss High School – Reconciled Scope Estimate Dated 6/3/13 – Revision #3

- a. We are providing the scope of work in accordance with the OM Estimate as identified above, unless specifically identified below. Please note that upon review of the Final GMP Set of drawings dated 7/19/13, we have identified additional scope and incorrectly represented items that are not accurately drawn in the drawing set as these items were never part of the OM Estimate. We are currently in the process of marking up and revising our drawings to properly reflect the scope of work identified in the OM Estimate. Our as-built drawings will include these corrections and scope clarifications.

b. Bulging Masonry

- i. The scope of work calls for locally demolishing and rebuilding two bulging masonry sections at the Arts & Academic Buildings for a total of 300 square feet.
- ii. After having an Exterior Envelope Consultant review the existing conditions, it was determined that in order to repair the sections of bulging masonry in question, the entire wall would have to be torn down and rebuilt. In addition, it was identified that once the pressure is relieved from the bulging masonry sections, the extent of the masonry wall repair could grow exponentially.
- iii. In lieu of performing this work and exposing a potentially large cost impact unforeseen condition, we will be leaving these sections as is.
- iv. We would recommend that CPS investigates this further and handles this scope of work as a separate project at a later date.

c. Concrete Sidewalk Replacement

- i. The scope of work identified in the OM Estimate is as follows:
 - 1. Replace 750 square feet of concrete sidewalk panels.
 - a. This refers to the path of travel from the North parking lot to Entrance #21 and is based on a 5' wide path only.
 - 2. An allowance to repair deteriorated sidewalk panels as required from the North Parking Lot to entry doors #13 and #14, confirming that a minimum of a 5FT path is available per the Co-Lo plans.

Corliss High School – Continued

- a. Please note that the path this scope refers to was never clearly identified, nor were we provided a sketch showing its location.
- 3. Replace 2,500 square feet of concrete sidewalk panels.
 - a. This scope refers to the same section of concrete sidewalk as Item #1. This scope was for full replacement of the sidewalk versus the 5' path.
- ii. From the time of our initial GMP submission, we worked through numerous scope clarifications with the project team. The concrete sidewalk scope was discussed at our design meetings with the PBC with regards to the design intent of the sidewalk scope. The following is the response we received from SMNG-A, "The south concrete walk work is being handled under a separate contract; the portion we reviewed more closely (north side) is as discussed; a 9-square replacement to stop back-pitch and strips of repair to remove tripping hazards. The amount should be less than the equivalent 5'W path from parking; this was a plug for the DB to use to fix the problems - the actual repairs will be less."
- iii. We took the design clarification we were provided and revised our GMP and drawings to reflect these changes. Based on the clarifications, the following scope of work was included in our GMP.
 - a. Replace 300 square feet of concrete sidewalk panels at Entrance #21, sloping the concrete away from the door.
 - b. Replace 165 square feet of concrete strips from the North parking lot to Entrance #21.
 - c. Provide a new ADA curb cut from the North parking lot leading to Entrance #21.
 - d. Provide a new ADA curb cut at the South parking lot.
 - e. Provide roughly 775 square feet of concrete sidewalk panels from the existing sidewalk West of the South parking lot to the existing South sidewalk between buildings B & C.
- iv. As a result, no other concrete work was included. Upon discussions with the PBC, it was determined that additional sidewalk would need to be replaced to comply with ADA requirements.
- v. On Friday, 7/26/13, the PBC conducted a final walkthrough with their ADA Specialist to identify the final scope of work as it relates to the concrete sidewalk replacement.
- vi. Our GMP includes the sidewalk identified in the 7/26/13 survey as well as an additional 250 square feet added by the PBC after the walkthrough was completed.

3. Curtis Elementary – Reconciled Scope Estimate Dated 6/3/13 – Revision #4

- a. Ductless Split System Unit Quantity
 - i. The scope of work calls for providing three (3) ductless split system units; one for the Computer Lab, one for the Music Room, and one for the Art room.
 - ii. At the direction of the PBC, we are only installing two (2) ductless split system units, one for the Computer Lab and one for the Art Room.
 - iii. Due to the size of the Music Room, one (1) 5-Ton ductless split system unit will not provide sufficient cooling per maximum occupancy load.
 - iv. In addition, the Music Room is actually the building's Lunch Room. The school relocated the lunch room to existing classrooms closer to the kitchen while at half-capacity. With the increase in student load, the Music Room is scheduled to be used as the Lunch Room. The scope of work does not require cooling in lunch rooms.
- b. Added Classrooms
 - i. Per the PBC and CPS's request, we have included the renovation of two additional classrooms in the lower level of the main building.
 - ii. The classrooms are to receive electrical outlet modifications and markerboards only.
- c. Computer Lab 117
 - i. Computer Lab 117 was removed from the scope of work by the PBC/CPS.
 - ii. At the time of removal, the required material was already onsite and infrastructure was installed.
 - iii. The remaining credit was used to cover the costs of the added classrooms in item 'b' above.
- d. Ductless Split System Condensing Unit Location
 - i. In lieu of routing and installing the condensing unit piping and unit for the new ductless split systems on the Roof "A", the new condensing units will be installed on Lower Roof "F". This reduce the amount of piping and penetrations required to install the new units.

4. Haley Elementary – Reconciled Scope Estimate Dated 6/3/13 – Revision #3

- a. Annex Building Ceiling Tile Scope
 - i. The scope of work calls for replacing all ceiling tile on the third floor and repainting the existing grid. The scope of work also calls for replacing 50% of the ceiling tile and repainting the existing grid in the "Classrooms Only" on the first and second floor.
 - ii. In order to repaint the existing grid properly, all ceiling tiles would have to be removed. As we began to remove ceiling tiles, we identified the fact that above all the existing ceiling tile was sound batt insulation loosely laid on top of the ceiling tiles.
 - iii. To complete the scope of work identified above, there would have been additional costs incurred related to removing and reinstalling the sound batt insulation.

Haley Elementary – Reconciled Scope Estimate Dated 6/3/13 – Revision #3

- iv. In lieu of performing the original scope of work, we were directed by the PBC to coat the ceiling and grid system with an acoustical tile coating system.
- v. UJAMAA Construction, having previously submitted product data for such a system to be used in this application, applied ProCoustic acoustical tile and ceiling coating to the existing grid and tile.
- b. Annex Building Window A/C Units Quantity
 - i. The scope of work calls for replacing three (3) window A/C units in the Annex Building. The existing rooms had existing window A/C units due to non-functioning fan coil units.
 - ii. Upon further review, one of the rooms scheduled for replacement has a functioning fan coil unit that provided cooling.
 - iii. As a result, the window unit scheduled for this room is not being installed.
- c. Annex Building Window Protection Screens Scope
 - i. The scope of work calls for replacing the existing windows at the Annex building.
 - ii. The scope of work did not call for installation of new window protection screens.
 - iii. UJAMAA Construction submitted an alternate bid proposal with our initial GMP for providing new window protection screens. The existing windows on the Annex Building did not include window protection screens, however the Main Building did.
 - iv. The PBC provided approval to provide new window protection screens to the first floor windows of the Annex Building.

EXHIBIT 4 – RESERVED

EXHIBIT 5 – DESIGN BUILDER GUARANTEED MAXIMUM PRICE FORM

Project Number: 16
Design – Builder: UJAMAA
Contract Number: 1978

Cost of Construction \$8,366,638.00
Cost of Design (Architect and Engineer) Fees \$551,443.00
General Conditions \$809,240.00
General Requirements \$171,676.00
Design-Builder's Contingency \$245,344.00
Design-Builder's Overhead and Fee \$646,199.00

GUARANTEED MAXIMUM PRICE **\$10,790,540.00**

2013 School Investment Program Final GMP Pricing - REV03 - 08.07.13

Project No. 16	Name (CORLISS)	Name (CURTIS)	NAME (HALEY)	Corliss 18710	Curtis 18130	Hayley 18240	Total				
Description	Subcontractor Name	Subcontractor Name	Subcontractor Name	Material	Labor	Material	Labor	Material	Labor	Material	Labor
Demolition	Valor/UJAMAA	UJAMAA	UJAMAA	\$30,720	\$280,208	\$2,061	\$18,543	\$2,690	\$24,206	\$35,471	\$322,957
Abatement	Valor	Valor	Valor	\$5,000	\$7,655	\$2,500	\$13,330	\$2,000	\$11,660	\$9,500	\$32,645
Sitework	Abbey	Not Applicable	Not Applicable	\$1,190	\$10,707	Not Applicable	Not Applicable	Not Applicable	Not Applicable	\$1,190	\$10,707
Concrete	O'Connor/Cary	Not Applicable	Not Applicable	\$152,184	\$228,275	Not Applicable	Not Applicable	Not Applicable	Not Applicable	\$152,184	\$228,275
Masonry	Garth/Larcco	Not Applicable	Not Applicable	\$110,000	\$174,711	Not Applicable	Not Applicable	Not Applicable	Not Applicable	\$110,000	\$174,711
Metals	Structural Strategies	UJAMAA	UJAMAA	\$11,860	\$17,790	\$5,000	\$7,500	\$700	\$1,050	\$17,560	\$26,340
Wood, Plastics & Composites (Carpentry)	Millwork/UJAMAA	UJAMAA	UJAMAA	\$23,465	\$43,532	\$2,068	\$4,929	\$4,672	\$11,157	\$30,205	\$59,618
Thermal and Moisture Protection	Combined & Triumph	Kedmont	Kedmont & Triumph	\$92,865	\$278,595	\$1,380	\$2,070	\$10,775	\$32,325	\$105,020	\$312,990
Doors/Frames/Hardware	UJAMAA	UJAMAA	UJAMAA	\$78,016	\$13,787	See Below	See Below	See Below	See Below	See Below	See Below
Interior (HM) Doors and Hardware	Underland	Not Applicable	Underland	\$2,332	\$3,497	Not Applicable	Not Applicable	\$151,839	\$150,807	\$154,171	\$154,304
Windows	In Windows	In Doors	In Doors	In Doors	In Doors	In Doors	In Doors	In Doors	In Doors	In Doors	In Doors
Glazing	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
FRP Doors	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Finishes	Mr. David's & Menconi	Mr. David's	Mr. David's	\$102,071	\$153,106	\$6,000	\$9,000	\$32,423	\$48,635	\$140,494	\$210,741
Flooring	Just Rite	UJAMAA	Just Rite	\$35,622	\$53,433	\$5,360	\$8,040	\$11,929	\$17,893	\$52,911	\$79,366
Ceilings	Continental	National	Kingdom	\$143,400	\$573,600	\$3,633	\$6,381	\$12,449	\$196,800	\$200,378	\$801,512
Painting	UJAMAA	UJAMAA	UJAMAA	\$85,260	\$127,890	\$7,778	\$6,381	\$20,247	\$11,658	\$96,331	\$145,929
Drywall and Plaster	UJAMAA	UJAMAA	UJAMAA	\$36,239	\$12,079	\$12,449	\$4,149	\$20,247	\$6,749	\$68,935	\$22,977
Marker Board Skins	UJAMAA	UJAMAA	UJAMAA	\$23,273	In Carpentry	Not Applicable	Not Applicable	Not Applicable	Not Applicable	\$23,273	In Carpentry
Specialties	UJAMAA	UJAMAA	UJAMAA	\$245,000	\$37,000	Not Applicable	Not Applicable	Not Applicable	Not Applicable	\$245,000	\$37,000
Lockers	UJAMAA	Not Applicable	Not Applicable	\$5,500	In Carpentry	Not Applicable	Not Applicable	Not Applicable	Not Applicable	\$5,500	In Carpentry
Signage	UJAMAA	Not Applicable	Not Applicable	\$45,133	\$9,244	Not Applicable	Not Applicable	Not Applicable	Not Applicable	\$45,133	\$9,244
Toilet Partions and Accessories	UJAMAA	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	\$45,133	\$9,244
Equipment (Kitchen)	Not Applicable	Trimark	Trimark	Not Applicable	Not Applicable	\$38,130	\$3,000	\$38,130	\$3,000	\$76,260	\$6,000
Furnishings	Not Applicable	Trimark	Trimark	See Below	See Below	See Below	See Below	See Below	See Below	See Below	See Below
New Casework	Kloepfel	Not Applicable	Not Applicable	\$203,671	\$87,287	Not Applicable	Not Applicable	Not Applicable	Not Applicable	\$203,671	\$87,287
Refurbished Casework	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Shades	UJAMAA	Not Applicable	Not Applicable	\$1,519	\$506	Not Applicable	Not Applicable	Not Applicable	Not Applicable	\$1,519	\$506
Auditorium Seating	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Conveying Equipment	Not Applicable	Not Applicable	Not Applicable	See Below	See Below	See Below	See Below	See Below	See Below	See Below	See Below
Elevators	Thyssen Krupp	Not Applicable	Not Applicable	\$32,350	\$48,525	Not Applicable	Not Applicable	Not Applicable	Not Applicable	\$32,350	\$48,525
Lifts	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Fire Suppression/Alarm	CL Doucette	Not Applicable	Not Applicable	\$3,202	\$9,608	Not Applicable	Not Applicable	Not Applicable	Not Applicable	\$3,202	\$9,608
Plumbing	Brandenburger	Brandenburger	Brandenburger	\$387,200	\$580,800	\$14,258	\$21,387	\$17,285	\$25,928	\$418,743	\$628,115
HVAC	Vargas/AT	CT Mechanical	UJAMAA	\$293,408	\$440,112	\$24,827	\$37,241	\$4,000	\$6,000	\$322,235	\$483,353
Unit Ventilators	Not Applicable	In HVAC Above	Not Applicable	In HVAC	In HVAC	In HVAC	In HVAC	In HVAC	In HVAC	In HVAC	In HVAC
Air Handling Units	In HVAC Above	Not Applicable	Not Applicable	In HVAC	In HVAC	In HVAC	In HVAC	In HVAC	In HVAC	In HVAC	In HVAC
Exhaust Fans	In HVAC Above	Not Applicable	Not Applicable	In HVAC	In HVAC	In HVAC	In HVAC	In HVAC	In HVAC	In HVAC	In HVAC
Electrical	LiveWire/Divane	ABCO Electric	ABCO Electric	\$577,364	\$866,046	\$108,332	\$158,601	\$72,004	\$59,476	\$722,700	\$1,084,123
IPAD Charging	Not Applicable	Not Applicable	Not Applicable	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical
IPAD Low Voltage/WIFI	Not Applicable	In Electrical Above	In Electrical Above	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical

2013 School Investment Program Final GMP Pricing - REV03 - 08.07.13

Project No. 16	Name (CORLISS)	Name (CURTIS)	NAME (HALEY)	Corliss 18710	Curtis 18130	Haley 18240	Total				
Description	Subcontractor Name	Subcontractor Name	Subcontractor Name	Material	Labor	Material	Labor	Material	Labor		
Window Air Conditioning	Not Applicable	In Electrical Above	In Electrical Above	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical		
Emergency Battery Units	Not Applicable	Not Applicable	Not Applicable	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical		
Additional Allowances - List all trade allowances below as applicable. Also, list in this section any overtime/premium time allowances included in subcontract agreements											
	None										
				Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable		
Sub Total - Cost of Construction				\$2,727,844	\$4,057,993	\$240,472	\$325,283	\$407,702	\$607,344	\$3,376,018	\$4,990,620
Design Fees											
General Liability & Builder's Risk Insurance				\$0	\$414,743	\$0	\$62,300	\$0	\$74,400	\$0	\$551,443
General Conditions Allowance (See Worksheet)				\$0	\$63,959	\$0	\$6,215	\$0	\$11,051	\$0	\$81,225
Performance and Payment Bond				\$0	\$473,085	\$0	\$163,036	\$0	\$173,119	\$0	\$809,240
				\$0	\$72,498	\$0	\$6,463	\$0	\$11,490	\$0	\$90,451
(A) Total Cost of the Work				\$2,727,844	\$5,082,278	\$240,472	\$563,297	\$407,702	\$877,404	\$3,376,018	\$6,522,979
(B) Contract Contingency											
Design Builders Fee				\$64,133	\$121,138	\$6,275	\$15,278	\$12,902	\$25,618	\$83,310	\$162,034
Design Builder's Overhead				\$110,636	\$207,282	\$9,867	\$22,843	\$16,161	\$35,790	\$136,664	\$265,915
CPS/Commission Contingency				\$0	\$158,959	\$0	\$32,710	\$0	\$51,951	\$0	\$243,620
				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Final GMP Price Breakdown				\$2,902,613	\$5,569,657	\$256,614	\$634,128	\$436,765	\$990,763	\$3,595,992	\$7,194,548
Total GMP Price Per School				\$8,472,270	\$890,742	\$1,427,528				\$10,790,540	

2013 School Investment Program Detailed GC's Breakdown

Project No. 16

Description	Quantity	Unit of Measure	Labor Rate	Total Amount
Project Executive	480	Hours	\$125	\$60,000
Project Manager	480	Hours	\$85	\$40,800
Project Accountant	140	Hours	\$45	\$6,300
Senior Project Admin	140	Hours	\$40	\$5,600
Project Admin	140	Hours	\$35	\$4,900
CPS Intern #1	240	Hours	\$16	\$3,840
CPS Intern #2	240	Hours	\$16	\$3,840
CPS Intern #3	240	Hours	\$16	\$3,840
CPS Intern #4	200	Hours	\$16	\$3,200
CPS Intern #5	160	Hours	\$16	\$2,560
CPS Intern #6	120	Hours	\$16	\$1,920
Security Guard #1	480	Hours	\$25	\$12,000
Security Guard #2	480	Hours	\$25	\$12,000
Security Guard #3	280	Hours	\$25	\$7,000
Security Guard #4	280	Hours	\$25	\$7,000
Security Guard #5	280	Hours	\$25	\$7,000
Security Guard #6	280	Hours	\$25	\$7,000
Security Guard #7	280	Hours	\$25	\$7,000
Corliss Superintendent	480	Hours	\$85	\$40,800
Corliss Superintendent - Overtime	126	Hours	\$115	\$14,490
Corliss Superintendent - Double Time	192	Hours	\$145	\$27,840
Corliss Assistant Superintendent	480	Hours	\$85	\$40,800
Corliss Assistant Superintendent - Overtime	120	Hours	\$115	\$13,800
Corliss Assistant Superintendent - Double Time	192	Hours	\$145	\$27,840
Corliss Project Engineer	480	Hours	\$45	\$21,600
Curtis Superintendent	280	Hours	\$85	\$23,800
Halley Superintendent	280	Hours	\$85	\$23,800
Halley Superintendent - Overtime	120	Hours	\$115	\$13,800
Halley Superintendent - Double Time	80	Hours	\$145	\$11,600
General Labor & Cleanup	2649	Hours	\$90	\$238,415
General Labor & Cleanup - Overtime	200	Hours	\$119	\$23,700
General Labor & Cleanup - Double Time	280	Hours	\$149	\$41,580
Temporary Field Office Supplies	1	Lump Sum	\$3,500	\$3,500
Dumpsters	1	Lump Sum	\$23,275	\$23,275
Temporary Fencing	1	Lump Sum	\$5,000	\$5,000
Temporary Board-up/protection/barricades	1	Lump Sum	\$1,800	\$1,800
Small Tools and Incidentals	1	Lump Sum	\$9,500	\$9,500
Equipment and Hoisting	1	Lump Sum	\$6,500	\$6,500
Total GC's				\$809,240

2013 School Investment Program General Requirements & Conditions Worksheet

Project No. 16	Name	Corliss 18710	Curtis 18130	Haley 18240	Total
Description	Subcontractor Name	Allowance	Allowance	Allowance	Allowance
*Management Staffing (DB Management, Superintendents, Foremen, Project Engineers and Support Staff)	UJAMAA	\$398,285	\$137,676	\$144,704	\$680,665
Temporary Field Office Supplies	UJAMAA	\$2,000	\$750	\$750	\$3,500
*Site Security/Watchmen	UJAMAA	\$45,000	\$17,000	\$17,000	\$79,000
Dumpsters	UJAMAA	\$10,500	\$5,110	\$7,665	\$23,275
Dust Control	Included	Included	Included	Included	Included
Temporary Toilets	Included	Included	Included	Included	Included
Layout/Survey	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Site Video Camera	Not Applicable	Included	Included	Included	Included
Site/Building Restoration or Repair	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Temporary Fencing	UJAMAA	\$3,000	\$1,000	\$1,000	\$5,000
Temporary Board-up/protection/barricades	UJAMAA	\$1,800	Included	Included	\$1,800
Small Tools and Incidentals	UJAMAA	\$6,000	\$1,500	\$2,000	\$9,500
Equipment and Hoisting	UJAMAA	\$6,500	N/A	N/A	\$6,500
Temporary Storage Trailers	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Safety and Supplies	Included	Included	Included	Included	Included
Truck and Driver for Deliveries	Included	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Legal/Consulting fees	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Progress Photos	Included	Included	Included	Included	Included
Project Signage	Included	Included	Included	Included	Included
*Daily Cleaning	Included	Included	Included	Included	Included
*Overtime/Premium Time	Not Applicable	Included	Included	Included	Included
*Moving of AC Units	Included	By Others	By Others	By Others	By Others
*Moving of Furniture	Included	Included	Included	Included	Included
Weather Protection	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Unassigned Expenses	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Total General Requirements and Conditions Allowances Per School		\$473,085	\$163,036	\$173,119	\$809,240

*Assumptions that support these allowances must be included seperately.

EXHIBIT 6 - RESERVED

EXHIBIT 7 - COMPENSATION/COST OF THE WORK

1. COMPENSATION FOR DESIGN BUILD SERVICES

- a. DESIGN PHASE SERVICES. The Design Builder shall be paid a lump sum fee for Design Phase Services of **\$551,443.00** in accordance with Article 7 of Book 1 and Exhibit 5.
- b. DESIGN BUILDER'S OVERHEAD AND FEE. The Design Builder shall be paid a lump sum amount of overhead and fee of **\$646,199.00** in accordance with Article 7 of Book 1 and Exhibit 5.

2. DESIGN BUILDER'S COMPENSATION FOR CONSTRUCTION PHASE SERVICES

- a. Design Builder shall be paid a lump sum of **\$809,240.00** as full compensation for General Conditions; and
- b. a sum that shall not exceed **\$171,676.00** for General Requirements; and
- c. a sum that shall not exceed **\$8,366,638.00** for Construction Costs as provided in Section 8.2 of Book 1 and Exhibit 5.
- d. GENERAL CONDITIONS ITEMS.
The Design Builder's General Conditions Items includes compensation for the following work and services:

- .1 Management, Supervisory and Technical Personnel, including, without limitation:
 - .1 Project Executive
 - .2 Senior Project Manager, Project Manager
 - .3 Assistant Project Manager, Project Engineers
 - .4 MEP Coordinator
 - .5 General Field Superintendent, Senior Field Superintendent
 - .6 Field Superintendent, Assistant Superintendent
 - .7 Timekeeper
 - .8 Secretary, Clerical
 - .9 Accountant
- .2 General and administrative expenses for site office, including, without limitation:
 - .1 Project Office/Field Office
 - .2 Storage Trailers/Sheds
 - .3 Office Supplies Furniture & Equipment
(Copier, Fax, Computers, Printers, Plotters)
- .3 Communication Equipment

EXHIBIT 7 - COMPENSATION/COST OF THE WORK

- .1 Telephone service including local calls and site telephone service.
- .2 Mobile Phone Service
- .3 Computer charges, including internet service.
- .4 Miscellaneous
 - .1 Parking, mileage and cab fares.
 - .2 Data processing costs related to the work.

e. GENERAL REQUIREMENTS REIMBURSEMENT ITEMS

Design Builder shall provide a schedule of values for the General Requirements Reimbursement items (General Requirements Schedule of Values), which General Requirements Schedule of Values shall be the basis of payment to the Design Builder for any such costs incurred. Design Builder shall submit invoices and/or contracts (including timesheets for work performed by Design Builder's own forces, if applicable) for all General Requirements Reimbursement Items with each monthly Payment Application to support the cost incurred for the previous month. The Design Builder's General Requirements Reimbursement Items shall include the following:

- .1 Building Layout and Elevation Benchmarks
- .2 Street Cleaning/Snow Removal
- .3 Pest Control
- .4 Access Road Maintenance
- .5 Construction Barricade Graphics
- .6 Temporary Utilities
 - .1 Temporary Gas Lines
 - .2 Temporary Energy Costs (Stated as an Allowance)
 - .3 Temporary Utility Enclosures
 - .4 Temporary Heat
 - .5 Temporary Water for Drinking
- .6 Safety
 - .1 Carpenters for Safety Maintenance
 - .2 Temporary Stair Maintenance
 - .3 Handrails and Toe Board Maintenance
 - .4 Safety Equipment
 - .5 Overhead Protection/Canopies
 - .6 First Aid Supplies
- .7 Watchman Services
- .8 Fences and Gates
- .9 General Cleaning and Disposal

EXHIBIT 7 - COMPENSATION/COST OF THE WORK

- .1 General Construction Cleaning
- .2 Dumpster Container service, removal and disposal
- .3 Floor Trash Buggies
- .4 Labor for General Cleanup
- .10 Miscellaneous
 - .1 Monthly Construction Progress Photos
 - .2 Postage/Overnight mail/Messenger Service
 - .3 Out of Town Travel Expenses
 - .4 Temporary Toilets
 - .5 Copier Charges
 - .6 Bidding Document CD's and Revisions
 - .7 Long Distance Communications
- .11 Pre-Conditions Site Survey
- .12 Settlement Survey
- .13 Vibration Monitoring
- .14 Indoor Air Quality Monitoring

3. OTHER COMPONENTS OF THE GMP

- a. Allowances. The Commission and the Design Builder acknowledge that certain portions of the work need not or will not be able to be established prior to establishing the GMP. The Design Builder has, as a part of the GMP, established a reasonable estimate of the cost based upon available information for such portions of the Work. Such estimates are set forth as "Allowances" in Exhibit 5 – Guaranteed Maximum Price Form. The Design Builder shall obtain trade contractor prices for such Allowances, when appropriate. Design Builder shall be entitled to compensation if the actual cost for the portions of Work reflected in the Allowance line item exceeds the Allowance. The Cost of the Work and Project GMP shall also be decreased by the amount the actual cost for such portions of the Work are less than the Allowance. At such time as the Design Builder executes subcontracts for any of the scopes of work identified as Allowances, such Allowance line items shall be deemed converted from Allowances to Construction Costs and shall be treated accordingly.
- b. The sum of the General Conditions and Requirements, Construction Costs, Allowances (as defined hereinafter), Bonds and Insurance, Cost of Design, and the Design Builder Contingency (as defined hereinafter) shall be referred to as the Cost of the Work.

4. Commission Contingencies, Commission Allowance Items and Design Builder Allowances

- a. Design Builder Allowances. The Commission and the Design Builder acknowledge that the Design Builder may carry allowances related to certain Construction Costs or General Conditions and Requirements

EXHIBIT 7 - COMPENSATION/COST OF THE WORK

Costs for portions of the Work that are anticipated by both parties but have not been completely defined at the time of the GMP ("Design Builder Allowances"). Design Builder Allowances, if any, shall be shown in Exhibit 5 GMP with the description "Design Builder Allowance". Usage of Design Builder Allowances shall be conditioned upon the Design Builder providing the Commission with contemporaneous written notice, which notice shall include a description and cost of the Work to be covered by the use of the Design Builder Allowance, the entities being paid, and the reasons for the use of the Design Builder Allowance. In the event the Commission determines that the application of a Design Builder Allowance was inconsistent with the terms of the Agreement or Exhibits, the Design Builder shall be responsible for returning such sums to the Design Builder Allowance line item.

5. DESIGN BUILDER'S CONTINGENCY

- a. The Design Builder's Contingency ("DB Contingency") shall be established at the time of the Project GMP as set forth in Exhibit 5 as mutually agreed to by the Commission and the Design Builder. The DB Contingency may be used to pay Construction Cost overages not the subject of a Change Order. Permissible uses of the DB Contingency also include, without limitation, funding shortfalls between line items in the GMP and the Schedule of Values that are not the result of the Design Builders acts, errors or omissions.
- b. Except as specifically set forth in the Agreement, the DB Contingency shall not be used to fund Work that the parties agree is the proper subject of a Change Order. Payment of funds out of the DB Contingency is conditioned upon the Design Builder diligently attempting to obtain performance from subcontractors without first using the DB Contingency. If Design Builder accesses the DB Contingency in connection with an event for which insurance proceeds may be available, the Design Builder shall take all reasonable measures to recover under the insurance coverage and shall reimburse the DB Contingency to the full amount of such recovery up to the amount of the DB Contingency allocation at issue.
- c. The Design Builder shall not be entitled to any additional overhead, profit or other markup on any DB Contingency expenditure as the parties acknowledge that the Design Builder's Fee covers such overhead, profit or other mark-up. The DB Contingency shall be used in accordance with the Agreement and Exhibits. When accessing the DB Contingency, the Design Builder shall provide the Commission with contemporaneous written notice, which notice shall include a description and amount of the Cost of the Work to be covered by the DB Contingency, the entities being paid, and the reasons for the use of the DB Contingency. In the event that the Commission determines that the application of the DB Contingency

EXHIBIT 7 - COMPENSATION/COST OF THE WORK

was inconsistent with the terms of the Agreement or this Exhibit, the Design Builder shall be responsible for returning such sums to the DB Contingency.

6. ITEMS NOT INCLUDED IN THE COST OF THE WORK

The following items are not included and shall not be included in the Cost of the Work.

- a. Salaries and other compensation of the Design Builder's personnel stationed at the Design Builder's principal office or offices other than the Project Site.
- b. Expenses of the Design Builder's principal office and offices, other than the site office.
- c. Overhead and general expenses except as may be set forth in the Agreement or this Exhibit.
- d. The capital expenses of the Design Builder and the subcontractors including interest on capital employed in furtherance of the Work
- e. Costs due to the default or negligence of the Design Builder or anyone directly or indirectly employed by the Design Builder, including without limitation, costs for the correction of damaged, defective or non-confirming Work, except as allowed by the Design Builder's Contingency, disposal and replacement of materials and equipment incorrectly ordered or supplied and repairing damage to property not forming a part of the Work.
- f. Overtime wages or salaries (and fringe benefits related thereto) incurred by the Design Builder as a result of the Design Builder's failure to perform the work in a timely manner in accordance with the Construction Schedule except as allowed by the Design Builder's Contingency;
- g. Costs that would cause the Project GMP to be exceeded.

7. ADMINISTRATION OF ALLOWANCES AND CONTINGENCIES

- a. Design Builder Allowances. Any Overage on a Design Builder Allowance Item shall be allocated from the Commission Contingency or funded by a Change Order to the Project GMP from other Commission Funds at the Commission's sole discretion. Any such allocation shall be performed pursuant to the Commission's Change Order Process defined in Article 17 of Book 2. In the event that any Design Builder Allowances or partial amounts thereof remain unused at the completion of the Work, the Design Builder shall allocate any such unused amounts to the Commission Contingency. Any such re-allocation shall be made on the Payment Application following the completion of the Work for which the Design Builder Allowance was established.
- b. Design Builder Contingency. In the event that any Design Builder Contingency remains unused at the completion of the Work, the

EXHIBIT 7 - COMPENSATION/COST OF THE WORK

Commission shall issue a deductive Amendment to reduce the GMP so any unused portion of the Design Builder Contingency remains with the Commission.

EXHIBIT 8 - RESERVED

EXHIBIT 9 - INSURANCE AND BONDING REQUIREMENTS

1. The Design-Builder shall furnish proof of its ability to provide the bonds and insurance required by the Contract to the satisfaction of the Commission prior to the commencement of any construction activities on site. With respect to the payment and performance bonds, a letter from the Design-Builder's surety affirming the surety's willingness to provide the Design-Builder's bonds is sufficient. With respect to the insurance, either a letter from the Design-Builder's insurer, or a certificate showing that the Design-Builder currently possesses the required coverage, is sufficient.
2. The insurance requirements for this project are as follows: The Design-Builder must provide and maintain at Design-Builder's expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. The insurance must remain in effect from: the date of the notice to proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Design-Builder returns to perform additional work regarding warranties or for any other purpose.
3. The insurance requirements to be adhered to by the Design-Builder are included in this Exhibit 9.
4. Upon approval by the Commission to commence construction activities, which approval shall be designated by a Notice to Proceed with Construction Activities from the Commission to the Design-Builder, and no less than ten (10) days before the commencement of any construction activities on the site, the Design-Builder must execute and deliver to the Commission the Performance and Payment Bond in the form included in the Contract Documents, or such other guarantee as agreed to by the Commission, and evidence of the required insurance coverage.
5. The Performance and Payment Bond shall be in the form provided herein, in the full amount of the Construction GMP, and shall be security for the faithful performance of the Contract and payment of all persons, firms, or corporations to whom the Design-Builder 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.
6. The failure of the Design-Builder to supply the required Performance and Payment Bond or evidence of the required insurance coverage within five (5) days of notice, or within such extended period as the Commission may grant based upon reasons determined sufficient by the Commission, shall constitute a default and the Commission may either award the Contract to the next lowest responsible Design-Builder or re-advertise for bids. The difference between the amount of its bid and the amount for which a contract for the work is subsequently executed may be charged against the Design-Builder, irrespective of whether the amount thus due exceeds the amount of the bid security. If a more favorable bid is received by re-advertising, the defaulting Design-Builder shall have no claim against the Commission for a refund. Because of the difficulty of ascertaining the damage caused to the Commission, such sum shall be considered liquidated damages and shall not constitute a penalty. The election by the Commission to grant an extension to the period allowed for the Design-Builder to provide an acceptable performance and payment bond and/or evidence of insurance coverage shall not entitle the Design-Builder to an extension of time required to complete the Work.

EXHIBIT 9 - INSURANCE AND BONDING REQUIREMENTS

Performance and Payment Bond
Bond No. SPECIMEN

Contract No. SPECIMEN

KNOW ALL MEN BY THESE PRESENTS, that we _____ *

with offices in the _____ State of _____
as _____ Corporate _____ Principal, and _____

_____ a corporation organized and existing under the laws of the State of _____, with
offices in the State of Illinois as Surety, are held and firmly bound unto the Public Building
Commission of Chicago, hereinafter called "Commission", in the penal sum of
_____ Dollars (\$ _____)

for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain Contract,
hereto attached, with the Commission, dated _____, 20____, for the
furnishing, fabrication, delivery and installation of the in the referenced project area and other
miscellaneous work collateral thereto.

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings,
covenants, terms, conditions, and agreements of said Contract during the original term of said
Contract and any extension thereof that may be granted by the Commission, with or without
notice to the Surety, and during the life of any guarantee required under the Contract, and shall
also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and
agreements of any and all authorized modifications of said Contract that may be made; and also
if the Principal shall promptly pay all persons, firms, and corporations supplying labor, materials,
facilities, or services in the prosecution of the work provided for in the Contract, and any and all
duly authorized modifications of said Contract that may be made, notice of which modifications
being hereby waived; and also, if the Principal shall fully secure and protect the said
Commission, its legal successor and representative, from all liability in the premises and from all
loss or expense of any kind, including all costs of court and attorney's fees, made necessary or
arising from the failure, refusal, or neglect of the aforesaid Principal to comply with all the
obligations assumed by said Principal or any sub tier subcontractors in connection with the

EXHIBIT 9 - INSURANCE AND BONDING REQUIREMENTS

performance of said Contract and all such modifications thereof; and also, if the Principal shall deliver all Work called for by said Contract of the Principal with the Commission, free and clear of any and all claims, liens and expenses of any kind or nature whatsoever, and in accordance with the terms and provisions of said Contract, and any and all modifications of said Contract; then, this said Bond shall become null and void; otherwise it shall remain in full force and effect.

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

It is expressly understood and agreed that this Bond, in the penal sum of

_____ dollars (\$ _____),

shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

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

EXHIBIT 9 - INSURANCE AND BONDING REQUIREMENTS

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____ 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

BY
(Seal
)

Name Individual Principal

(Seal
)
Business Address Individual Principal

City State Partner -

CORPORATE SEAL

ATTEST:

Corporate Principal

BY BY

Secretary President

Title Title

Business Address

Corporate Surety

BY

Title

Business Address CORPORATE SEAL

The rate of premium of this Bond is \$ _____ perthousand.**

EXHIBIT 9 - INSURANCE AND BONDING REQUIREMENTS

Total amount of premium charged is \$

**

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

** Must be filled in by the Corporate Surety.

Bond Approval

BY

Secretary,
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, _____, certify that I am the
Secretary of the _____
corporation named as Principal in the within bond, that
_____ who signed on behalf of the
Principal was then _____ President _____ of said corporation; that I know this
person's signature, and the signature hereto is genuine; and that said Bond was
duly signed, sealed, and attested for and in behalf of said corporation by
authority of its governing body.

Dated this _____ day of _____ 20____.

CORPORATE SEAL

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

INSURANCE TO BE PROVIDED

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

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

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations to be maintained for minimum of two (2) years following project completion, explosion, collapse, underground hazards, defense and contractual liability. Design-Builder and all subcontractors of every tier will specifically name the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago and others as may be required by the PBC as Additional Insured using ISO CG2010 0443 and CG2037 0443. Additional Insured status will be on a primary, non-contributory basis for any liability arising directly or indirectly from the work, including the two year completed operations periods. Coverage will include a Waiver of Subrogation as required below.

Design-Builder and subcontractors working within fifty (50) feet of the rail right-of-way 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 must provide copies of this endorsement with the certificate of insurance required below. Contractors must ensure that subcontractors maintain this endorsement on their policies.

Subcontractors performing work for Design-Builder 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 Design-Builder 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, the City of Chicago and others as may be required by the PBC are to be named as Additional Insured on a primary, non-contributory basis.

Subcontractors performing work for Design-Builder 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 Design-Builder 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 Design-Builder 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 and others as may be required by the PBC, as Additional Insured. These entities must be specifically named and endorsed on the policy. Additional Insured coverage must be on a primary and non-contributory basis for on-going and completed operations. Coverage will include a waiver of subrogation as required below.

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

In the event that the Design-Builder hires an Architect/Engineer, the Architect/Engineer must maintain limits of not less than ~~\$5,000,000~~ \$1,000,000 per occurrence with the same terms herein. Subcontractors performing professional work for Design-Builder or an Architect/Engineer must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

6) Builders Risk

Design-Builder must provide All Risk Builders Risk Insurance or Installation Floater on a replacement cost basis including but not limited to all labor, materials, supplies, equipment,

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

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

The Design-Builder 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 Design-Builder.

7) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Design Builder or subcontractors perform, Railroad Protective Liability insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad/transit entity, and in no event less than \$2,000,000 per occurrence and \$6,000,000 aggregate, for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. If no Railroad Protective Liability insurance is required by the nearby railroads, Contractor shall submit written confirmation from each railroad.

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.

B. ADDITIONAL REQUIREMENTS

Design-Builder must furnish the PBC's Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if any insurance policy has an expiration or renewal date occurring during the term of this Contract. Copies of any endorsements or policy language providing Additional Insured or Named Insured status to the entities required above must accompany the Certificate of Insurance upon submission. The Design-Builder 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 Design-Builder is not a waiver by the Commission of any requirements for the Design-Builder to obtain and maintain the specified insurance. The Design-Builder will advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Design-Builder of the obligation to provide insurance as specified in this contract. Non-fulfillment of the insurance conditions may constitute a breach of the Contract, and the

Commission retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

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

The PBC reserves the right to obtain copies of insurance policies and records.

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

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

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

Any insurance or self-insurance programs maintained by the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago will not contribute with insurance provided by the Design-Builder 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 Design-Builder is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a Named Insured.

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

If Design-Builder or subcontractor desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

Design-Builder 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 PBC's Director of Risk Management maintains the rights to modify, delete, alter or change these requirements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2013

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 Columbian Agency 1005 Laraway Road New Lenox IL 60451		CONTACT NAME: DIANE BOVEE PHONE (A/C No. Ext.): 815-215-4724 FAX (A/C No.): 815-215-4764 E-MAIL: ADDRESS: dbovee@columbianagency.com		
INSURED UJAMA-1 Ujamaa Construction, Inc. 7744 South Stony Island Ave Chicago IL 60649		INSURER(S) AFFORDING COVERAGE		NAC #
		INSURER A: Acuity		14184
		INSURER B: Commerce & Industry		19410
		INSURER C: Hartford Ins Company		38288
		INSURER D: Lexington Ins Co		19437
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER: 501529856

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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	X49629	8/15/2012	8/15/2013	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$6,000,000 PRODUCTS - COM/OP AGG \$6,000,000 \$
A	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	Y	Y	X49629	8/15/2012	8/15/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		Y	BE059322921	8/15/2012	8/15/2013	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	X49629	8/15/2012	8/15/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	EQUIPMENT FLOATER CONTRACTORS POLLUTION LIABILITY	Y	Y	83MSPD7121 86299537	8/15/2012 6/28/2013	8/15/2013 6/28/2014	RENTAL LIMIT \$50,000 LIMIT/AGGREGATE \$5,000,000

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

RE: PBC 2013 SCHOOL INVESTMENT PROGRAM, PACKAGE #16, CONTRACT #PS 1978
IT IS AGREED THAT THE PUBLIC BUILDING COMMISSION OF CHICAGO, THE BOARD OF EDUCATION OF THE CITY OF CHICAGO AND THE CITY OF CHICAGO AND OTHERS AS MAY BE REQUIRED BY THE PBC ARE ADDED AS ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS ON THE GENERAL LIABILITY, POLLUTION LIABILITY AND AUTOMOBILE LIABILITY POLICIES. UMBRELLA LIABILITY POLICY FOLLOWS FORM. WAIVER OF SUBROGATION APPLIES IN FAVOR OF ADDITIONAL INSURED ON GENERAL LIABILITY, AUTOMOBILE LIABILITY, POLLUTION LIABILITY, UMBRELLA LIABILITY AND WORKERS COMPENSATION POLICIES.

CERTIFICATE HOLDER**CANCELLATION**

PUBLIC BUILDING COMMISSION OF CHICAGO 50 W. WASHINGTON CHICAGO IL 60602	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 Robert H. Wayne Project 16
--	--

COI-UJAMA-INC-C-1978-2013 0628
(800) 23 29-02



CSR: DB

EVIDENCE OF PROPERTY INSURANCEDATE (MM/DD/YYYY)
06/26/2013

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

AGENCY Columbian Agency www.columbianagency.com 1005 Laraway Road New Lenox, IL 60451 Robert H Walker		PHONE (A/C. No. Ext): 815-485-4100		COMPANY Indiana Insurance Co 350 East 96th St Indianapolis, IN 46420	
FAX (A/C. No.):		E-MAIL ADDRESS:		LOAN NUMBER POLICY NUMBER BINDER	
CODE:		SUB CODE:			
AGENCY CUSTOMER ID #: UJAMA-1		INSURED Public Building Commission of Chicago and see below 50 West Washington Chicago, IL 60602			
		EFFECTIVE DATE 06/26/13		EXPIRATION DATE 01/01/14	
				<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

PROPERTY INFORMATION

LOCATION/DESCRIPTION 821 E. 103rd. Street Chicago, IL 60628	PBC 2013 Investment Program improvements at Corliss High School. See page 2 for other two schools.
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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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
BUILDERS RISK/SPECIAL FORM/REPLACEMENT COST	11,243,100	5,000.
REHAB & RENOVATION (EXISTING BUILDING) IM7070	1,000,000	5,000.
FLOOD	1,000,000	25,000.
QUAKE	1,000,000	25,000.

REMARKS (Including Special Conditions)

NAMED INSURED TO INCLUDE: BOARD OF EDUCATION OF THE CITY OF CHICAGO.
ADDITIONAL INSURED: UJAMAA CONSTRUCTION, INC.

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS Public Building Commission of Chicago 50 West Washington Chicago, IL 60602	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	<input checked="" type="checkbox"/> First Named Insured
	LOAN #	
AUTHORIZED REPRESENTATIVE Robert H Walker <i>Robert H Walker</i>		

EVIDENCE OF PROPERTY INSURANCE
PROPERTY SCHEDULE

DATE(MM/DD/YY)

06/26/2013

PAGE 2

PROPERTY INFORMATION

LOCATION/DESCRIPTION

32 E. 115th
Chicago, IL 60628
PBC 2013 Investment Program
Improvements at Curtis Elementary.

PROPERTY INFORMATION

LOCATION/DESCRIPTION

11411 S. Eggleston Ave.
Chicago, IL 60628
PBC 2013 Investment Program
Improvements at Haley Elementary.

PROPERTY INFORMATION

LOCATION/DESCRIPTION

PROPERTY INFORMATION

LOCATION/DESCRIPTION

PROPERTY INFORMATION

LOCATION/DESCRIPTION

PROPERTY INFORMATION

LOCATION/DESCRIPTION

PROPERTY INFORMATION

LOCATION/DESCRIPTION

PROPERTY INFORMATION

LOCATION/DESCRIPTION

PERFORMANCE BOND **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**
Hartford, Connecticut 06183

Bond No.: 105962092

CONTRACTOR:

(Name, legal status and address)
Ujamaa Construction, Inc.
7744 South Stony Island Avenue
Chicago, IL 60649

SURETY:

(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:

(Name, legal status and address)
Public Building Commission of Chicago
50 West Washington, Room 200
Chicago, IL 60602

CONSTRUCTION CONTRACT

Date:

Amount: \$ 10,790,540.00

Description:

(Name and location)

2013 School Investment Program, Package 16, Contract #PS 1978, Corliss High School, Curtis Elementary, Haley Elementary

BOND

Date: August 14, 2013

(Not earlier than Construction Contract Date)

Amount: \$10,790,540.00

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: Travelers Casualty and Surety Company of America (Corporate Seal)

Signature: _____

Name and

Title:

Signature: Robert H. Walker

Name and Robert H. Walker, Attorney-in-fact

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Columbian Agency - Robert H. Walker
1005 Laraway Road, New Lenox, IL 60451
815-485-4100

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

PAYMENT BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No.: 105962092

CONTRACTOR:

(Name, legal status and address)

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

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:

(Name, legal status and address)

Public Building Commission of Chicago
50 West Washington, Room 200
Chicago, IL 60602

CONSTRUCTION CONTRACT

Date:

Amount: \$10,790,540.00

Description:

(Name and location)

2013 School Investment Program, Package 16, Contract #PS 1978, Corliss High School, Curtis Elementary, Haley Elementary

BOND

Date: August 14, 2013

(Not earlier than Construction Contract Date)

Amount: \$10,790,540.00

Modifications to this Bond:

☒ X

☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature: _____

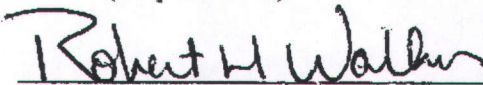
Name and

Title:

Signature: _____

Name and

Title:



Robert H. Walker, Attorney-in-fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Columbian Agency — Robert H. Walker
1005 Laraway Road, New Lenox, IL
815-485-4100

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished

for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corporate Seal)

Company: (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

STATE OF Illinois

ss.:

COUNTY OF WILL

On this 14th day of August 2013, before me personally appeared Robert H. Walker, to me known, who, being by me duly sworn, did depose and say: that he reside(s) at New Lenox, Illinois; that he is/are the Attorney-in-fact of Travelers Casualty and Surety Company of America, the corporation described in and which executed and annexed instrument; that he know(s) the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that he signed the same name(s) thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.



Sherry Bacskai
(Notary Public in and for the above County and State)

Bond-3768-A

My commission expires 10/22/2015

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npany
nowledgment

TRAVELERS**POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 220018

Certificate No. 005347988

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Robert H. Walker, Suellen Bottomley, R L McWethy, Kevin J. Scanlon, Gary A. Eaton, Rob W. Kegley, Jr., Sherry Bacskai, and Brandie Catlin

of the City of New Lenox, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of January, 2013.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

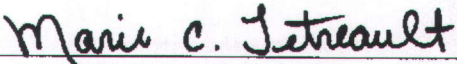
By: 

Robert L. Raney, Senior Vice President

On this the 24th day of January, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of August, 20 13.

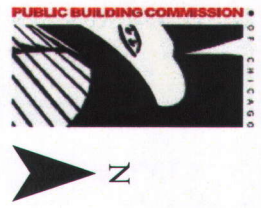

Kevin E. Hughes, Assistant Secretary



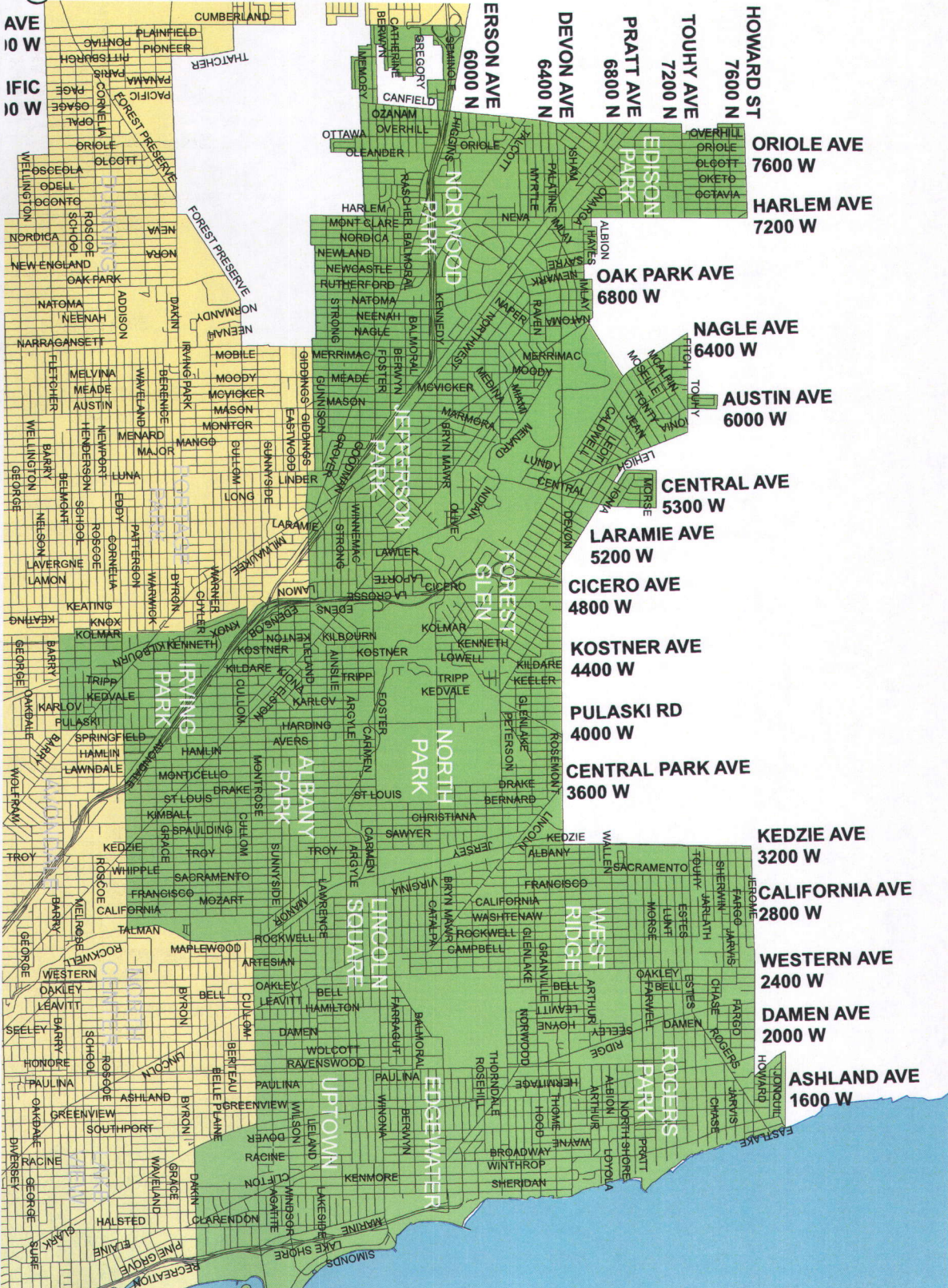
To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

EXHIBIT 10 - COMMUNITY AREA MAPS

Maps for Community Zone Areas A, B, and C as delineated in the maps attached hereto.



CPS School Investment Program Community Hiring Zone A



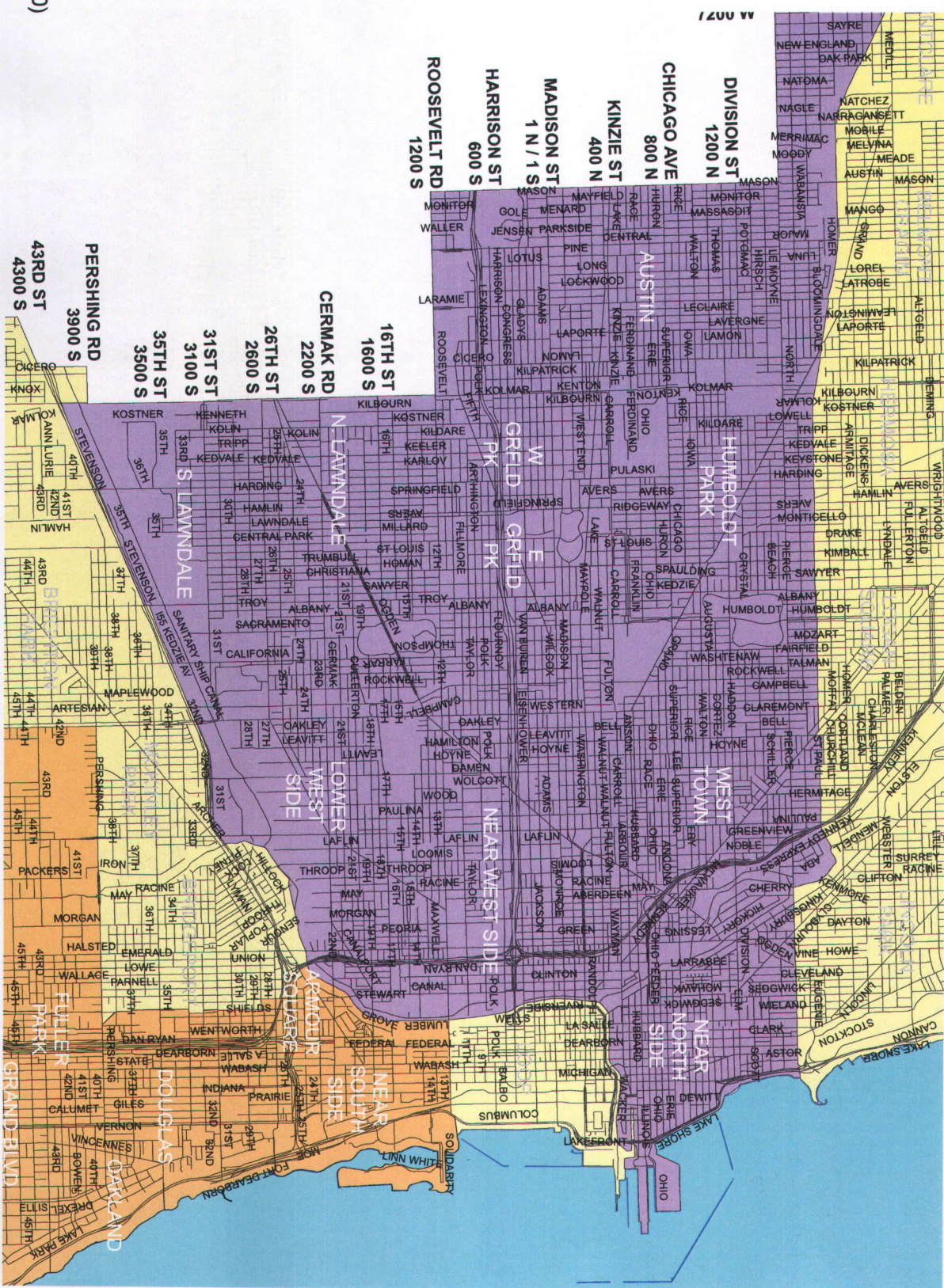
- Zone A
- Zone B
- Zone C
- Welcoming (54)
- Co-Locating (10)
- Turnaround (6)
- Reinvestment (18)
- IB HS Renovations (10)

Projects as of 5/30/2013



CPS School Investment Program Community Hiring Zone B

- Zone A
 - Zone B
 - Zone C
 - Welcoming (54)
 - Co-Locating (10)
 - Turnaround (6)
 - Reinvestment (18)
 - IB HS Renovations (10)
- Projects as of 5/30/2013





CPS School Investment Program Community Hiring Zone C

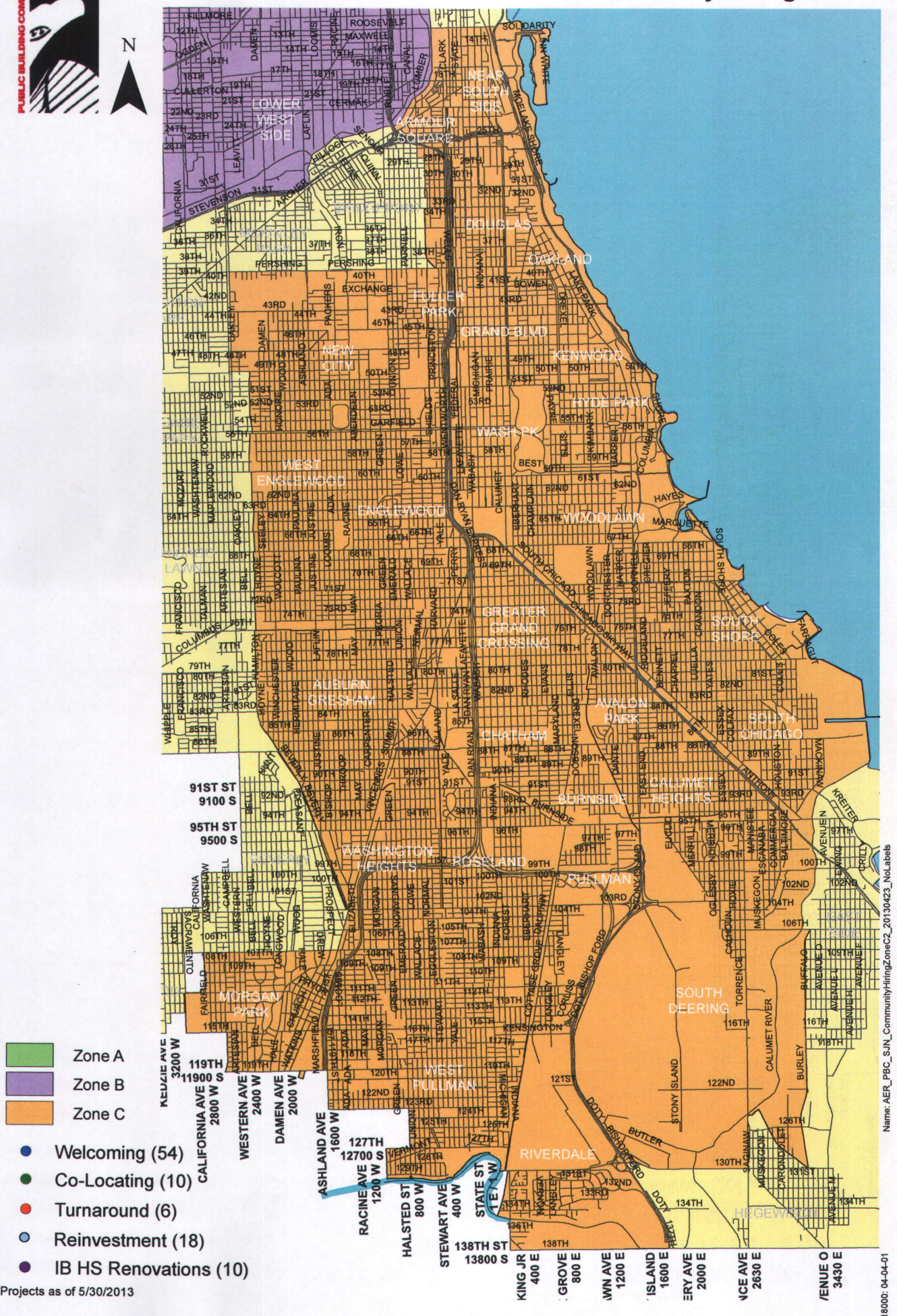


EXHIBIT 11 – SCHEDULE C (LETTERS OF INTENT)

ATTACHED HERETO

EXHIBIT 12 – SCHEDULE D (MBE/WBE UTILIZATION PLAN)

ATTACHED HERETO

**SCHEDULE D – MINORITY/WOMAN BUSINESS ENTERPRISE UTILIZATION PLAN
PUBLIC BUILDING COMMISSION OF CHICAGO**

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: UJAMAA Construction, Inc.

PROJECT NO.: 16

STATE LINE [4] (COST OF THE WORK) FROM YOUR GMP PROPOSAL: \$ 9,898,997.00

The undersigned duly authorized representative of the above named Design-Builder has: personally reviewed this Schedule D-Minority/Woman Business Enterprise Utilization Plan to achieve the MBE/WBE goals established by the PBC, specifically a minimum of 30 percent of the total Cost of the Work to be allocated to MBE firms and 5 percent of the total Cost of the Work to be allocated to WBE firms; states the following MBE/WBE firms will participate in the performance of the Work to the extent of the dollar amount listed below; and also affirms, and has included Letter(s) of Certification, that the MBE/WBE firms have been certified as such by the City of Chicago or the County of Cook.

MBE/WBE FIRM	TYPE OF WORK	AMOUNT OF PARTICIPATION	
		MBE (\$)	WBE (\$)
UJAMAA Construction	Demo, Carpentry, Drywall	\$ 2,631,358.00	\$ 0.00
NIA Architects	Design Services	\$ 399,743.00	\$ 0.00
Valor Technologies	Abatement & Demolition	\$ 242,946.00	\$ 0.00
Kedmont Waterproofing	Roofing	\$ 0.00	\$ 13,950.00
Kingdom Community Construction	Painting	\$ 246,000.00	\$ 0.00
Continental Painting & Decorating	Painting	\$ 717,000.00	\$ 0.00
National Painting	Painting	\$ 0.00	\$ 63,890.00
CT Mechanical	HVAC	\$ 0.00	\$ 62,000.00
TOTALS:		\$ 4,237,047.00	\$ 139,840.00
COMMITMENT PERCENTAGE AS COST OF THE WORK:		42.00%	4.41%

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

I do solemnly declare and affirm under penalties of perjury that the contents herein are, to the best of my knowledge, information and belief, the facts and representations contained herein are true, and no material facts have been omitted, and that I am authorized on behalf of the Design-Builder to make this affidavit, and will execute a formal agreement for the Work with the listed MBE/WBE firms upon execution of the Design-Build Agreement with the PBC.

Edward Kmetz

Print Name of Authorized Representative

Signature

UJAMAA Construction, Inc.

Designated Design-Builder MBE/WBE Contact Name

Vice President

Title

07/29/2013

Date

(773) 374-1300

MBE/WBE Contact Phone

ekmetz@ujamaaconstruction.com

MBE/WBE Contact Email

State of Illinois)
County of Cook) SS.

On this 29th day of July, 2013, the above named authorized representative personally appeared and known by me to be the person described in the foregoing acknowledged that (s)he executed the same in the capacity stated therein and for the purposes set forth therein. IN WITNESS WHEREOF, I hereunto set my hand and seal:

Notary Public Signature

Seal:

**SCHEDULE D – MINORITY/WOMAN BUSINESS ENTERPRISE UTILIZATION PLAN
PUBLIC BUILDING COMMISSION OF CHICAGO**

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: UJAMAA Construction, Inc.

PROJECT NO.: 16

STATE LINE [4] (COST OF THE WORK) FROM YOUR GMP PROPOSAL: \$ 9,898,997.00

The undersigned duly authorized representative of the above named Design-Builder has: personally reviewed this Schedule D-Minority/Woman Business Enterprise Utilization Plan to achieve the MBE/WBE goals established by the PBC, specifically a minimum of 30 percent of the total Cost of the Work to be allocated to MBE firms and 5 percent of the total Cost of the Work to be allocated to WBE firms; states the following MBE/WBE firms will participate in the performance of the Work to the extent of the dollar amount listed below; and also affirms, and has included Letter(s) of Certification, that the MBE/WBE firms have been certified as such by the City of Chicago or the County of Cook.

MBE/WBE FIRM	TYPE OF WORK	AMOUNT OF PARTICIPATION	
		MBE (\$)	WBE (\$)
Totals from Page 1	Various	\$ 4,237,047.00	\$ 139,840.00
Vargas Mechanical	HVAC	\$ 206,744.00	\$ 0.00
Brandenburger Plumbing	Plumbing	\$ 996,858.00	\$ 0.00
RHL Insulation	Insulation	\$ 0.00	\$ 37,600.00
LiveWire Electrical Systems	Electric	\$ 392,523.00	\$ 0.00
Active Electrical Supply	Electrical Supplies	\$ 0.00	\$ 65,421.00
Garth Masonry	Masonry	\$ 142,356.00	\$ 0.00
Diversified Construction	Scaffolding	\$ 3,966.00	\$ 0.00
TOTALS:		\$ 5,979,494.00	\$ 242,861.00
COMMITMENT PERCENTAGE AS COST OF THE WORK:		80.11%	2.45%

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

I do solemnly declare and affirm under penalties of perjury that the contents herein are, to the best of my knowledge, information and belief, the facts and representations contained herein are true, and no material facts have been omitted, and that I am authorized on behalf of the Design-Builder to make this affidavit, and will execute a formal agreement for the Work with the listed MBE/WBE firms upon execution of the Design-Build Agreement with the PBC.

Edward Kmetz

Print Name of Authorized Representative

Signature

UJAMAA Construction, Inc.

Designated Design-Builder MBE/WBE Contact Name

Vice President

Title

07/29/2013

Date

(773) 374-1300

MBE/WBE Contact Phone

ekmetz@ujamaaconstruction.com

MBE/WBE Contact Email

State of Illinois

County of Cook

SS.

On this 29th day of July, 2013, the above named authorized representative personally appeared and known by me to be the person described in the foregoing acknowledged that (s)he executed the same in the capacity stated therein and for the purposes set forth therein. IN WITNESS WHEREOF, I hereunto set my hand and seal:

Notary Public Signature

Seal:

Clear Form

**SCHEDULE D – MINORITY/WOMAN BUSINESS ENTERPRISE UTILIZATION PLAN
PUBLIC BUILDING COMMISSION OF CHICAGO**

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: UJAMAA Construction, Inc.

PROJECT NO.: 16

STATE LINE [4] (COST OF THE WORK) FROM YOUR GMP PROPOSAL: \$ 9,898,997.00

The undersigned duly authorized representative of the above named Design-Builder has: personally reviewed this Schedule D-Minority/Woman Business Enterprise Utilization Plan to achieve the MBE/WBE goals established by the PBC, specifically a minimum of 30 percent of the total Cost of the Work to be allocated to MBE firms and 5 percent of the total Cost of the Work to be allocated to WBE firms; states the following MBE/WBE firms will participate in the performance of the Work to the extent of the dollar amount listed below; and also affirms, and has included Letter(s) of Certification, that the MBE/WBE firms have been certified as such by the City of Chicago or the County of Cook.

MBE/WBE FIRM	TYPE OF WORK	AMOUNT OF PARTICIPATION	
		MBE (\$)	WBE (\$)
Totals from Page 1 & 2	Various	\$ 5,979,494.00	\$ 242,861.00
Underland Architectural Systems	Windows & Glazing	\$ 0.00	\$ 302,646.00
TOTALS:		\$ 5,979,494.00	\$ 545,507.00
COMMITMENT PERCENTAGE AS COST OF THE WORK:		• 60.41%	• 5.51%

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

I do solemnly declare and affirm under penalties of perjury that the contents herein are, to the best of my knowledge, information and belief, the facts and representations contained herein are true, and no material facts have been omitted, and that I am authorized on behalf of the Design-Builder to make this affidavit, and will execute a formal agreement for the Work with the listed MBE/WBE firms upon execution of the Design-Build Agreement with the PBC.

Edward Kmetz

Print Name of Authorized Representative

Signature

UJAMAA Construction, Inc.

Designated Design-Builder MBE/WBE Contact Name

Vice President

Title

07/29/2013

Date

(773) 374-1300

MBE/WBE Contact Phone

ekmetz@ujamaaconstruction.com

MBE/WBE Contact Email

State of Illinois

County of Cook

SS.

On this 29th day of July, 2013, the above named authorized representative personally appeared and known by me to be the person described in the foregoing acknowledged that (s)he executed the same in the capacity stated therein and for the purposes set forth therein. IN WITNESS WHEREOF, I hereunto set my hand and seal:

Notary Public Signature

Seal:

EXHIBIT 13 – DISCLOSURE AFFIDAVIT

AS SUBMITTED FROM INITIAL RFP

SECTION VI – DISCLOSURE AFFIDAVIT

PROPOSER INFORMATION	
NAME OF DESIGN-BUILD ENTITY	Ujamaa Construction, Inc.
CONTACT PERSON	Jimmy Akintonde
ADDRESS	7744 S. Stony Island Avenue
CITY, STATE, AND ZIP CODE	Chicago, IL 60649
TELEPHONE NUMBER	773-374-1300
FAX NUMBER	773-374-1301
E-MAIL ADDRESS	jakintonde@ujamaaconstruction.com

(1) DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, Proposer shall provide the following information. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

Respondent is a:

A. ☒ Corporation

B. ☐ Joint Venture

C. ☐ LLC or Other

Please complete the applicable corresponding section below.

A. CORPORATIONS

State of Incorporation: Illinois

Authorized to do business in the State of Illinois: Yes ☒ No ☐

Names of all officers of corporation (complete or attach list):

Names:	Titles:
<u>Jimmy Akintonde</u>	<u>President</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Names of all directors of corporation (complete or attach list):

Jimmy Akintonde, sole director

Is the corporation owned partially or completely by one or more other corporations?

Yes ☐ No ☒

If "yes" provide the above information, as applicable, for each such corporation.

Indicate here or attach a list names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

Names of Shareholders	Percent Interest Owned
<u>Jimmy Akintonde</u>	<u>100</u> %
<u></u>	<u></u> %
<u></u>	<u></u> %
<u></u>	<u></u> %

B. JOINT VENTURES

If Proposer is a Joint Venture, name each venture partner and the percentage of each therein. Where venture party is Corporation or LLC or Other also provide information required above for Corporations or below for LLCs or Other.

Names of Venture partners	Percent Interest Owned
<u></u>	<u></u> %
<u></u>	<u></u> %
<u></u>	<u></u> %
<u></u>	<u></u> %

C. LLCs and Other Commercial Organizations

If Proposer is a LLC or Other Commercial or Legal Entity, name each entity and each person with an ownership or other beneficial interest in the entity. Describe the interest of each party including any percentage ownership of each. Where any disclosed party is Corporation also provide information required above for Corporations.

Names	Interest Described and Percent Owned
<u></u>	<u></u> %
<u></u>	<u></u> %
<u></u>	<u></u> %
<u></u>	<u></u> %

(2) **PROPOSER CERTIFICATION**

a. **PROPOSER**

The Proposer, or any affiliated entities of the Proposer, or any responsible official thereof, or any other official, agent or employee of the Proposer, 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:

Bribed 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

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

Made an admission of such conduct as described above which is a matter of record but has not been prosecuted for such conduct.

The Proposer or agent, partner, employee or officer of the Proposer 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 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 submittal of this bid, proposal or response.

The Proposer or any agent, partner, employee, or officer of the Proposer 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 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.

The Proposer 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.

The Proposer certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal, state or local department or agency.
- 2) 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;

- 3) 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 above; and
- 4) 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. CONSULTANTS & SUBCONTRACTORS

The Proposer has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Proposer 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 Proposer, 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 describe herein of this certification; (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 herein or (b) which is matter of record but has/have not been prosecuted for such conduct.

The Proposer 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 Proposer at this time, certifications substantially in the form of this certification. The Proposer shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Proposer or, based on such certifications or any other information known or obtained by Proposer, 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 herein of this certification 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 herein or (b) which is a matter of record but has/have not been prosecuted for such conduct. The Proposer shall cause such subcontractors to certify,, such subcontractor shall attach an explanation to the certification.

For all subcontractors to be used in the performance of this contract or agreement, the Proposer shall maintain for the duration of the contract all subcontractors' certifications required above, and Proposer shall make such certifications promptly available to the Public Building Commission of Chicago upon request.

The Proposer 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 Proposer is unable to obtain a certification substantially in the form of this certification.

The Proposer 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 Proposer shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

c. STATE TAX DELINQUENCIES

The Proposer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Proposer is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

Alternatively, the Proposer 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.

If the Proposer is unable to certify to any of the above statements, the Proposer shall attach an explanation or explain below.

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.

If any subcontractors are to be used in the performance of this contract or agreement, the Proposer shall cause such subcontractors to certify the same as 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

The Proposer is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.

If Proposer is unable to certify to the above statement, Proposer shall explain below and 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.

e. PUNISHMENT

A Proposer who makes a false statement on this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).

f. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

The Proposer is not a party to any pending lawsuits against the Chicago Board of Education, the City of Chicago or the Public Building Commission of Chicago nor has Proposer been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.

If the Proposer 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

Neither the Proposer nor any affiliated entity of the Proposer 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, (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 Proposer cannot make the certification contained herein, identify any exceptions:

(Attach additional pages of explanation to this Disclosure Affidavit, 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.

Without the prior written consent of the Public Building Commission of Chicago, Proposer 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.

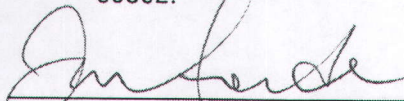
Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Proposer will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

h. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Proposer 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 Proposer. Furthermore, Proposer shall comply with these certifications during the term and/or performance of the contract.

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

The Proposer 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 PBC. Deliver any such new Disclosure Affidavit to: Public Building Commission of Chicago, Deputy Director of Procurement, 50 W. Washington, Room 200, Chicago, IL 60602.


Signature of Authorized Officer

Jimmy Akintonde
Name of Authorized Officer (Print or Type)

President
Title

773-374-1300
Telephone Number

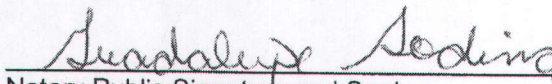
State of Illinois

County of Cook

Signed and sworn to before me on this 30th day of April, 20 13 by

Jimmy Akintonde (Name) as President (Title) of

Ujamaa Construction, Inc. (Bidder/Proposer or Contractor)


Notary Public Signature and Seal

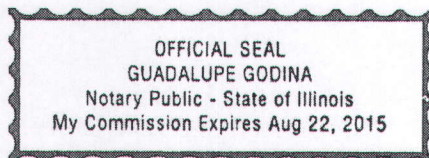


EXHIBIT 14 – DISCLOSURE OF RETAINED PARTIES

AS SUBMITTED FROM INITIAL RFP

SECTION VII – DISCLOSURE OF RETAINED PARTIES

(1) DEFINITIONS AND DISCLOSURE REQUIREMENTS

- a. As used herein, "Proposer" means a person or entity who has any contract with the Public Building Commission of Chicago ("Commission").
- b. 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.
- c. "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.

(2) CERTIFICATION

Proposer hereby certifies as follows:

- a. This Disclosure relates to the following transaction:
2013 School Investment Program
- b. Description of goods or services to be provided under Contract:
General Construction Services
- c. Name of Proposer:
Ujamaa Construction, Inc.

- (3) 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. Attach additional pages if necessary.

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (indicate whether paid or estimated)

Indicate Here If No Such Persons Have been Retained or Are Anticipated to Be Retained: X

(4) The Proposer understands and agrees as follows:

- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Proposer's participation in the contract or other transactions with the Commission.
- b. 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.
- c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The 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

4/30/2013

Date

Jimmy Akintonde

Name (Type or Print)

President

Title

Signed and sworn to before me on this 30th day of April, 2013 by

Jimmy Akintonde (Name) as President (Title) of

Ujamaa Construction, Inc. (Bidder/Proposer or Contractor).

Notary Public Signature and Seal

