

**AMENDMENT THREE
DESIGN-BUILD SERVICES AGREEMENT
SOUTH SIDE HIGH SCHOOL
CONTRACT NUMBER PS2096**

This Amendment to Agreement Number **PS2096** (“**Amendment**”) is entered into as of November 4, 2022 by and between the **Public Building Commission of Chicago**, a municipal corporation organized and operating under the Constitution of the State of Illinois and having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602 (“**Commission**”), and **Ujamaa Power II a Project Specific Joint Venture**, an Illinois corporation, with offices at 7744 South Stony Island, Chicago, Illinois 60649 (“**UPJV**” or “**Design-Builder**”) and hereby amends the Agreement for Design-Build Services for the South Side High School (the “**Agreement**”) dated October 19, 2017, between the Commission and the Design-Builder as further set forth herein. Collectively, PBC and UPJV or Design-Builder are referred to herein as the “**Parties**.”

RECITALS

WHEREAS, the Commission, on behalf of the Chicago Public Schools (“**CPS**”), has undertaken the planning, design, and construction of the South Side High School (the “**Project**”) located at 6835 South Normal Boulevard, Chicago, Illinois; and

WHEREAS, the Commission requires certain design-build services (“**Services**”) described in this Agreement for the Project; and

WHEREAS, at its regular meeting on June 13, 2017, the Board of Commissioners of the Public Building Commission of Chicago (PBC Board) approved a Partial Undertaking for the Project in the amount of \$66,000,000; and

WHEREAS, at its regular meeting on October 19, 2017, the PBC Board approved the appointment of UPJV to be the Design-Builder for the Project

WHEREAS, the Commission approved an Initial Guaranteed Maximum Price (“**GMP**”) of \$29,833,118 on March 6, 2018 with UPJV for the Project; and

WHEREAS, at its regular meeting on August 14, 2008, the PBC Board approved revised project undertaking that would allow a Guaranteed Maximum Price (“**GMP**”) of \$82,500,000 for the Project; and

WHEREAS, the Commission approved Amendment One GMP in the amount of \$76,366,713 (including the \$29,833,118 previously approved) that is with the Project Undertaking amount that has been authorized PBC Board authority for the Project; and

WHEREAS, the Commission approved Amendment Two GMP in the amount of \$76,737,105 (including the \$76,366,713 previously approved) that is with the Project Undertaking amount that has been authorized PBC Board authority for the Project; and

WHEREAS, the Commission and Design Builder desire to amend the Agreement to establish a Final GMP in the amount of **\$77,543,751.80**, as provided in this Amendment that is within the authorized PBC Board authority for the Project; and

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NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Commission and Design-Builder, the Parties hereby agree to amend the Agreement and establish the Project GMP as follows:

AMENDMENT

ARTICLE 1 - INCORPORATION OF RECITALS

1.1 The recitals set forth are hereby incorporated in and made a part of the Agreement.

ARTICLE 3.2 - GUARANTEED MAXIMUM PRICE (GMP)

3.2.1 **DELETE** the form in Exhibit 5 of the Agreement "Amendment Two Guaranteed Maximum Project Cost Form" and **REPLACE** with the revised "Amendment Three Final Guaranteed Maximum Project Cost Form."

Execution of this Amendment by the Design Builder is duly authorized by the Design Builder and the signature(s) of each person signing on behalf of the Design Builder have been made with the complete and full authority to committ the Design Builder to all terms and conditions of this Amendment.

All terms not defined herein shall have the meaning ascribed to them in the Agreement. Except as and to the extent that the terms of the Agreement are amended and modified herein, all terms of the Agreement shall remain in full force and effect.

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FINAL GUARANTEED MAXIMUM PROJECT COST FORM
Amendment Three
SOUTH SIDE HIGH SCHOOL – PS2096

Description	Cost
1. General Conditions	<u>\$3,618,738.00</u>
2. Payment and Performance Bond & Insurance	
Payment and Performance Bond \$651,376	<u>\$1,290,654.00</u>
Insurance \$639,278	
3. Utilities Allowance (design, engineering, coordination, permitting, and construction of utilities)	<u>\$313,142.00</u>
4. Design Phase Services* (including but not limited to services and deliverables associated with the following areas: architecture; engineering; environmental; commissioning, utilities; way-finding; traffic; associated permitting as required; and entitlement review as required)	<u>\$5,473,817.00</u>
5. Cost of the Work* (Cost of Building Construction + Demolition and Abatement of Existing Paul Robeson High School + Design-Builder's Contingency + Commission's Contingency)	<u>\$63,891,191.76</u>
Cost of Building Construction* \$59,235,849.00	
Demolition and Abatement of Existing Paul Robeson High School* \$1,550,959.00	
Design-Builder's Contingency* \$1,818,457.00	
Commission's Contingency (owner directed changes and unforeseen conditions) * \$1,285,926.76	
6. Design-Builder's Fee (percentage of the total value of Line 4 + Line 5)	<u>\$2,956,209.04</u>
	4.3084%
7. The Guaranteed Maximum Project Cost Proposal for the design and construction of the South Side High School will be the added values of Lines 1 + 2 + 3 + 4 + 5 + 6.	<u>\$77,543,751.80</u>

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

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

Firm Name: Ujamaa Power II Joint Venture

Contact Name: Jimmy AKintonde

Contact Email: jakintonde@ujamaaconstruction.com

Signature: _____



Date: _____

11/5/22

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IN WITNESS WHEREOF, the parties hereto have agreed and executed this **Amendment 3**.

ATTEST:

**PUBLIC BUILDING COMMISSION
OF CHICAGO**

BY: *Lori E. Lightfoot*
Mayor Lori E. Lightfoot
Chairman

BY: *Manj Pat Wity*
Secretary

Date: *11-10-2022*

DESIGN-BUILDER

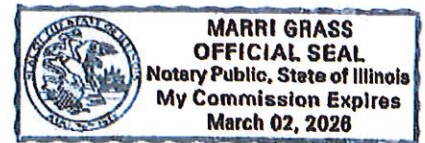
Ujamaa Power II a Project Specific Joint Venture

By: *Embride*
President or Approved Signatory

Date: *11/5/2022*

Subscribed and sworn to me this

5th day of *November* *2021-2022*



Marri Grass
Notary Public Signature

My Commission expires: *3/2/26*

(Seal of Notary)

Approved as to form and legality

Anne L. Zred
Neal & Leroy, LLC

Date: *11-9-2022*