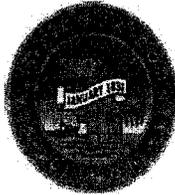


PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO: 1655-15343

FOR

**COST ESTIMATING SERVICES
BETWEEN**



**COOK COUNTY GOVERNMENT
DEPARTMENT OF CAPITAL PLANNING & POLICY**

AND

**THE CONCORD CONSULTING GROUP OF IL, INC.
(Based on Board Of Education Of The City Of Chicago Contract No. 12-0523-PR16)**

PROFESSIONAL SERVICES AGREEMENT

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ATTACHMENTS

Attachment 1 Board Of Education Of The City Of Chicago Contract No. 12-0523-PR16

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter referred to as "County" and The Concord Consulting Group of IL, Inc, doing business as a corporation of the State of Illinois hereinafter referred to as "Consultant".

BACKGROUND

Whereas, the County, pursuant to Section 34-140 (the "Reference Contract Ordinance") of the Cook County Procurement Code, states: "If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;" and

Whereas, the Board Of Education of the City of Chicago solicited a formal Request for Proposal process for Cost Estimating Services, and the Consultant was identified as the qualified and best value provider for the services; and

Whereas, the Board Of Education of the City Of Chicago entered into a contract on July 2, 2012 for the provision of professional services by the Consultant for the County relative to Cost Estimating Services a copy of which is attached as Attachment 1 for reference purposes only but such Attachment is not made a part of or incorporated into this Agreement; and

Whereas, the County wishes to leverage the procurement efforts of the Board of Education of the City of Chicago; and

Whereas, this contract made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and Concord Consulting Group of IL, Inc, herein after the "Consultant"; and

Whereas, the County, through the Department Of Capital Planning & Policy, desires certain similar services of the Consultant; and

Whereas, County Offices, Departments, and Agencies may utilize this agreement for specific contracted procurement efforts; and

Whereas, the Consultant agrees to provide to the County Cost Estimating Services, incorporated as Exhibit 1, Scope of Services and Exhibit 2 Schedule of Compensation; and

Whereas, the Consultant warrants that it is ready, willing and able to deliver these services set forth in Exhibit 1, Scope of Services and Exhibit 2 Schedule of Compensation, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the Board Of Education Of The City Of Chicago Contract No. 12-0523-PR16 as set forth in Attachment 1, and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by each of the Parties, the Contractor and the County agree and the information set forth is incorporated by reference herein.

NOW, THEREFORE, the County and Consultant agree as follows:

INCORPORATION OF BACKGROUND INFORMATION

The Background Information set forth above is incorporated and made a part of this Agreement by reference.

INCORPORATION OF EXHIBITS

The following attached Exhibits are made a part of this Agreement:

- | | |
|-----------|--|
| Exhibit 1 | Scope of Services |
| Exhibit 2 | Schedule of Compensation |
| Exhibit 3 | Evidence of Insurance |
| Exhibit 4 | Cook County Travel Policy |
| Exhibit 5 | Identification of Subcontractor/Supplier/Subconsultant |
| Exhibit 6 | Evidence of Insurance |
| Exhibit 7 | Economic Disclosure Statement |

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using

Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"**Agreement**" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"**Chief Procurement Officer**" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"**Subcontractor**" or "**Subconsultant**" means any person or entity with whom Consultant contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Consultant.

"**Using Agency**" shall mean the department of agency within Cook County including elected officials.

b) Interpretation

- i) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

RTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) **Scope of Services**

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) **Deliverables**

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

c) **Standard of Performance**

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies

of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subconsultants or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

d) **Personnel**

i) **Adequate Staffing**

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) **Key Personnel**

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the

Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women Owned Business Enterprises Commitment (*When Applicable*)**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 3. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

f) **Insurance**

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

Insurance Requirements of the Consultant

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

Contractor shall require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor unless specified otherwise.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

i) **Coverages**

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- 1) Employers' Liability coverage with a limit of
\$500,000 each Accident
\$500,000 each Employee
\$500,000 Policy Limit for Disease
- 2) Broad form all states coverage

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Completed Operations Aggregate	\$ 2,000,000

The General Liability policy shall include the following coverages:

- (1) All premises and operations;
- (2) Contractual Liability;
- (3) Products/Completed Operations;
- (4) Severability of interest/separation of insureds clause

(c) **Comprehensive Automobile Liability Insurance**

When any vehicles are used in the performance of this contract, Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

(d) **Professional Liability**

In addition to the coverages and limits specified above, Consultant and Sub-Consultants of any tier shall secure and maintain a limit of liability no less than:

- 1) \$2,000,000 each occurrence for all liability
- 2) \$2,000,000 in the aggregate per policy year separately with respect to products and completed operations

ii. **Additional requirements**

(a) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation and Professional Liability, shall name Cook County, its officials, employees and agents as additional insureds on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if it exceeds the minimum insurance limits specified above.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(c) **Insurance Notices**

Contractor shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

(d) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

g) Indemnification

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Consultant, or the acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. The County and its designees shall be afforded full access to the Documents and the work at all times.

i) Patents, Copyrights and Licenses

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Consultant shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

j) Examination of Records and Audits

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services

or the Comptroller General of the United States or any of their duly authorized representatives.

If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit

entity, on an unpaid basis, or (2), himself.

“Lobbyist” also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and Subcontractor of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

l) Professional Social Services

In accordance with 34-146, of the Cook County Procurement Code, all Consultants or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Consultant or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on April 20, 2016 ("**Effective Date**") and continue until April 21, 2017 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

- i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Consultant nor Consultant's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services. Consultant shall provide the Deliverables at the fixed costs set forth in this Agreement, not to exceed the contract amount of \$24,000.00 (excluding renewal options) as further detailed in Exhibit 2. Any Additional Services or Deliverables requested by the County and provided by Consultant beyond those specifically detailed in this Agreement must be approved by the County in accordance with its procedures for amendments and change orders, including the procedures described in Article 10.c of this Agreement.

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which

amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments

will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) **Taxes**

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

f) **Price Reduction**

If at any time after the contract award, Consultant makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Consultant makes in the price of the Deliverables to its prospective customers generally.

g) **Consultant Credits**

To the extent the Consultant gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS

The Consultant, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Consultant:

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;

- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

- i) In addition to the foregoing warranties and representations, Consultant warrants:
 - (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
 - (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

d) **Business Documents**

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) **Conflicts of Interest**

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

- (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
 - iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
 - v) Failure to comply with Article 7 in the performance of the Agreement.
 - vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

d) **Suspension**

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e) **Right to Offset**

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f) **Delays**

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

g) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) **Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) **Contract Amendments**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

i) Independent Consultant

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Consultant and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.
- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

l) Force Majeure

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

ARTICLE 11) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Department of Capital Planning & Policy
69 W. Washington, Suite 2900
Chicago, Illinois 60602
Attention: Department Director

and

Cook County Chief Procurement Officer
118 North Clark Street. Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Consultant: The Concord Consulting Group of IL, Inc.
55 E. Monroe Street, Suite 2850
Chicago, IL 60603
Attention: Eamon Ryan, Senior Vice President

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

EXHIBIT 1

Scope of Services

Statement of Work

On an as-needed basis, the estimating work includes estimating costs for demolition, renovation, new construction, utilities, etc. Estimates are required during various phases of design and during construction to review and validate the cost implications associated with change management. The estimates shall be organized by the updated Construction Standards Institute (“CSI”) MasterFormat. The work processes and methodologies shall be developed and implemented with due consideration to Cook County policies and project delivery calendars.

The Consultant must possess the necessary aptitude to develop the expert knowledge of estimating principles including a real understanding of how a project will actually be built from site assessment through design development project closeout.

EXHIBIT 2

Schedule of Compensation

SCHEDULE OF COMPENSATION

The Cost Estimating Services shall be paid for on an hourly basis per the table below:

Position	Hourly Base Rate
Eamon Ryan (Principal)	\$72.12
Maurizio Magalli (Senior MEP Cost Estimator)	\$59.62
John Tileman (Senior Cost Estimator)	\$52.40
Robert White (Senior Mechanical Estimator)	\$42.55
Derek McLoughlin (Senior Cost Estimator)	\$38.94
Richard Bertovic (Senior Cost Estimator)	\$39.42
John Houston (Cost Estimator)	\$38.94
Seamus Wallace (Cost Estimator)	\$34.13
Ken Osborne (Cost Estimator)	\$27.88
Christian Flores (Technician)	\$35.34

In addition to the hourly rates above, Consultant shall have time spent multiplied by 2.5, regardless of the size of the Project or its dollar worth. Therefore, the Consultant shall be paid based on the number of hours worked, multiplied by the corresponding hourly rate, and further multiplied by 2.5.

REIMBURSEABLE EXPENSES

Reimbursable Expenses:

Proposer shall be entitled to reimbursement for direct Project expenses related solely to Project activities based upon actual expenses incurred with supporting documentation as approved by Department Capital Planning & Policy, Director.

1) Transportation Expenses:

- Mileage for personal or company vehicles when used for travel to multiple project sites only. Refer to Exhibit 4, Cook County Transportation Expense Reimbursement and Travel Regulations Policy.
- Travel outside Cook County requires pre-authorization and written approval by the Department Capital Planning & Policy, Director
- Project related parking fees.

2) Reproduction:

- Charges for copying and printing of Project documents and photographs when provided by an outside vendor.
- Copying, faxing, and printing in-house are not Reimbursable Expenses. Special printing may be allowed with approval by Director of Capital Planning & Policy, Director.

Exhibit 3

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/15/2016

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 RUMMEL ASSOCIATES INC. 180 North LaSalle Street Suite 3100 Chicago IL 60601	CONTACT NAME: R Sommers PHONE (A/C No. Ext.): (312) 984-5705 FAX (A/C No.): (312) 984-0053 E-MAIL ADDRESS:																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Travelers Indemnity Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>Travelers Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td>Federal Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travelers Indemnity Company		INSURER B:	Travelers Insurance Company		INSURER C:	Federal Insurance Company		INSURER D:			INSURER E:			INSURER F:	
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INSURER E:																					
INSURER F:																					
INSURED Concord Consulting Group of Illinois, Inc. 55 East Monroe Street Suite 2850 Chicago IL 60603																					

COVERAGES **CERTIFICATE NUMBER: CL1592313068** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	680-003G774907	9/27/2015	9/27/2016	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC					MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY					
	<input checked="" type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ALL OWNED AUTOS		BA-3G775848	9/27/2015	9/27/2016	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP-003G780232	9/27/2015	9/27/2016	EACH OCCURRENCE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					AGGREGATE \$ 5,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A			\$
			UB-4498T963	9/27/2015	9/27/2016	E.L. EACH ACCIDENT \$ 1,000,000
C	Professional Liability		8235-2353	7/13/2015	7/13/2016	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
						Each Claim \$4,000,000
						Aggregate Limit \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Owners Representative & Construction Cost Managers Additional Insured as respects General Liability on a primary and non-contributory basis with any insurance or self-insurance maintained by the Additional Insured with Waiver of Subrogation (Stroger Campus Development Cost Estimating Services): Cook County, its officials, employees and agents. 30 Day Notice of cancellation will apply.

CERTIFICATE HOLDER**CANCELLATION**

cflores@concord-cc.com Cook County Bureau of Asset Management-Capital Planni Attn: Michael J. Natarus 69 W. Washington Suite 3000 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 S. Michael Rummel/SOM <i>[Signature]</i>
---	---

ACORD 25 (2010/05)

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INS025 (2010/05) 01

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EXHIBIT 4

Cook County Transportation Expense Reimbursement and Travel Regulations Policy.



**COOK COUNTY
TRANSPORTATION
EXPENSE REIMBURSEMENT
AND TRAVEL REGULATIONS
POLICY**

Adopted: FY2009

COOK COUNTY TRANSPORTATION EXPENSE REIMBURSEMENT

SECTION I. AUTOMOBILE REIMBURSEMENT PLAN

- A. Any employee who is required and authorized to use their personally owned automobile in the conduct of official County Business shall be allowed and reimbursed. The number of County business miles driven per ½ month will be compensated at the standard IRS deduction for business related transportation currently in effect and authorized by the Bureau of Administration. IRS mileage rates adjusted midyear will not be made retroactive.
- B. In addition, parking and tolls shall be allowed for reimbursement if items are supported by receipts. Proof of IPASS charges shall be submitted along with the Transportation Expense Voucher.

SECTION II. GUIDELINES

A. **Commuting Expenses**

Commuting expenses between an employee's home and regular place of assignment will not be reimbursed, even if an employee's regular place of assignment is at different locations on different days within the County.

***Example:** An employee working for the Assessor's Office is regularly assigned to the Assessor's Office in Markham on Mondays and to the Assessor's Office in Maywood on Tuesdays through Fridays. Travel expenses to and from the employee's home and Assessor's Office on any day will not be reimbursed when assignments are permanent.*

B. **Temporary and Minor Assignments (residence to temporary duty point)**

Employees who are required to perform County business in the form of temporary and minor assignments beyond the general area of their regular place of assignment in the County may be reimbursed for their transportation expenses between home and their first or last stop, for such travel attributed to County business.

Mileage to first stop or from last stop between home and temporary place of assignment may be allowed and reimbursed.

Authorization for reimbursement for transportation between home and first or last stop shall only be allowed when, in the judgment of the Department head, reporting to the regular place of assignment is not reasonable because of the elements of time, place, business purpose and employee effectiveness. The assignment must be temporary and not indefinite.

C. Temporary and Minor Assignments (mileage between temporary duty points)

Employees who receive one or more temporary assignments in a day may be reimbursed for transportation for getting from one place to the other. Mileage from the employee's regular place of assignment, or first duty point, to all temporary duty points and back to regular place of assignment, or last duty point, is entitled to reimbursement.

D. General Guidelines

1. Mileage must be computed on the basis of the most direct route. Any mileage incurred solely for personal reasons is not reimbursable.
2. Employees must bear the cost of their normal commuting expenses between residence and official place of assignment.
3. Close supervision shall be maintained over the use of privately owned vehicles by the Department Heads. Authorization for use of privately owned vehicles shall only be given when deemed a service and benefit to Cook County Government. Reimbursements for transportation shall only be as compensation for services performed for the County.

SECTION III. TRANSPORTATION EXPENSE VOUCHER

A. Preparation

1. All claims for compensation of transportation expenses including the use of privately owned automobile and incidental parking fees and tolls, and taxicab and bus fares shall be submitted and itemized in the Transportation Expense Voucher. (For each stop of business use, enter date, started from location, finished at location, miles and expense between each stop. Total the dollar amount and enter in the space for "Total.")
2. When travel between home and first or last temporary duty point is authorized, the employee's residence shall be entered on the Transportation Expense Voucher, "Started from Location" or "Finished at Location."
3. The Transportation Expense Voucher shall be supported by receipts for all items, individually.
4. The Transportation Expense Voucher shall be prepared and signed by the individual who has incurred the expense and signed by their Supervisor. The original Voucher shall be submitted to the Comptroller's Office and a copy should be retained by the employee and by the department. Falsification of a Transportation Expense Voucher is considered a major cause infraction subject to disciplinary action up to and including discharge.

5. The individual submitting the Transportation Expense Voucher is personally responsible for its accuracy and priority. Trip details shall be entered immediately following automobile use to eliminate possibility of errors. The form must be completed in its entirety, e.g., insurance coverage.

B. Approval and Submission

1. The Transportation Expense Voucher shall be approved by the Department Head or a designated representative, who shall sign the original copy of the Transportation Expense Voucher. The original Voucher shall be sent to the Comptroller's Office by the 10th day of the following month in which the travel expense was incurred. Transportation Expense Vouchers submitted 60 days after the end of the month in which travel expense was incurred will not be reimbursed. A copy of the Transportation Expense Voucher shall be retained by the department and the employee.
2. Any Transportation Expense Voucher not prepared in accordance with these regulations, including the proper signatures, will be returned to the originator for corrections.

C. Authorized Attendance at Seminars, Meetings, Conventions, etc., on County Business

These expenses shall be detailed in accordance with the procedure relating to "Cook County Travel Regulations."

SECTION IV. COUNTY-OWNED AUTOMOBILE

Section 162(a)(2) of the Internal Revenue Code requires that any employee who is assigned a County-owned vehicle for use in performance of the employee's duties and who uses the vehicle for use in performance of the employee's duties and who uses the vehicle to commute from home to work and/or from work to home must include in their compensation the value to the employee (as provided for by the IRS) for each day such vehicle is used for commuting purposes, and Cook County must include this compensation on employee W-2 form.

The use of County-owned vehicles for personal use is prohibited.

COOK COUNTY TRAVEL REGULATIONS

SECTION I TRAVEL EXPENSES

- A. Travel expenses are ordinary and necessary expenses for transportation, hotel accommodations, meals and incidental expenses for travel that is longer than an ordinary day's work, and the employee needs to get sleep or rest during non-working time while away.

Reimbursements shall be allowed if the following requirements are met:

1. Travel is for periods more than or equal to be employee's scheduled workdays hours, plus 2 hours (usually 10 hours).
2. The employee must get sleep or rest while away in order to complete County business. (This does not mean napping in the car.)
3. Lodging and air travel shall be arranged through a County travel vendor, as specified by the Purchasing Agent.

SECTION II RESPONSIBILITY OF DEPARTMENT HEAD

- A. The Department Head is responsible for the execution of all travel regulations as well as such other policies and guidelines regarding travel as published by the Bureau of Administration.
- B. All travel subject to these regulations shall be authorized in advance by the Department Head in accordance with current County directives.
- C. Each Department shall develop a system for the prior authorization and control of travel to prevent expenses exceeding appropriations and to hold travel to the minimum required for efficient and economical conduct of County business.
- D. The rates for reimbursements set forth in these regulations represent the maximums permitted under IRS guidelines.

SECTION III ALLOWABLE TRANSPORTATION EXPENSE

- A. Modes of transportation authorized for official travel in the course of County business will include automobiles, railroads, airlines, buses, taxicabs, and other usual means of conveyance. Transportation may include fares and expenses incidental to transportation such as baggage transfer, official telephone messages in connection with items classed as transportation, and reasonable tips.
- B. All taxicab fares shall be accompanied by a receipt indicating the amount paid.

- C. Transportation between place of lodging and place of business at a temporary work location shall be allowed as a transportation expense.

SECTION IV MODE OF TRAVEL

- A. All travel shall be by the most direct route.
- B. In cases where an individual for their own convenience travels by an indirect route or interrupts travel by direct route, that individual shall bear the extra expense. Reimbursement for expenses shall be based only on such charges as would have been incurred by the most direct and economical route.
- C. All travel shall be by the most economical mode of transportation available, considering travel time, costs, and work requirements.

SECTION V ACCOMMODATIONS ON AIRPLANES, TRAINS, AND BUSES

- A. First class travel is prohibited
- B. Travel on airplanes shall be coach class.
- C. Any charges incurred as a result of changes to an original airline reservation made prior to or during travel are subject to Department Head approval.

SECTION VI USE OF PRIVATELY OWNED OR RENTED CONVEYANCE

- A. When an individual rendering service to the County uses privately owned motor vehicles in the conduct of official business and such use is authorized or approved as advantageous to the County, payment shall be made on a mileage basis at rates not to exceed those published by the Bureau of Administration.
- B. Reimbursement for the cost of automobile parking fees and tolls shall be allowed. The fee for parking an automobile at a common carrier terminal, or other parking area, while the traveler is on official business, shall be allowed only to the extent that the fee does not exceed the cost of public transportation.
- C. When a privately owned automobile is used for travel, the total transportation cost (including mileage allowance, parking fees, tolls and per diem expenses) shall not exceed the cost of public transportation, if reasonable public transportation is available.
- D. The use of rented automobiles will be kept to an absolute minimum and rented only in an emergency upon prior approval of the responsible Department Head. Every effort shall be made to obtain other suitable transportation rather than to use rented vehicles. Where emergencies require the use of a rented vehicle, the most economical vehicle available and suitable for the conduct of County business shall be obtained.

SECTION VII LIVING EXPENSES

A. Meals and Incidental Expense (M&IE)

Employees assigned to out of town travel shall receive a per diem set by the current U.S. General Services Administration in their Federal Travel Regulations (FTR) Meal and Incidental Expense (M&IE) rate. Travel rates differ by travel location and are periodically revised by the Federal Government. These rates can be found at the GSA "Domestic Per Diem Rates" website page at www.gsa.gov/perdiem.

The per diem rate is intended to include all meals and incidental expenses during the period of travel. There will be no reimbursement for meals and incidental expenses beyond this rate.

In addition, the traveler may receive reimbursement for special expenses as provided in Paragraph "C-3" below.

B. Travel Without Lodging

When lodging is not required, the per diem M&IE allowance is not permitted. Travel shall be on "actual expenses incurred."

C. Reimbursable Expenses

1. Lodging - Reasonable costs of hotel accommodations incurred will be allowed. Lodging shall be reimbursed by receipt up to the limits of the current Federal Travel Regulations as shown on the GSA "Domestic Per Diem Rates" website page at www.gsa.gov/perdiem.

Questions of reasonable hotel accommodations should be referred to the Bureau of Administration. Receipts are to be submitted with the Invoice Form to support accommodation expenses claimed.

2. Transportation - Transportation to and from duty point; between places of lodging, business and meals shall be allowed.
3. Special Expenses - The reasonable cost of miscellaneous expenses incurred shall be allowed to a traveler. The following are examples of miscellaneous expenses that may be deemed reimbursable or non-reimbursable:

<u>Reimbursable</u>	<u>Non-Reimbursable</u>
Stenographic and Typing Services	Entertainment
Storage of Baggage	Alcoholic Beverages
Hire of Room for Official Business	Traffic Tickets
Telephone Calls on Official Business	

All special expenses shall be itemized on the Conference and Travel Reimbursement Voucher with receipts attached.

SECTION VIII CONFERENCES

When the cost of meals for approved seminars or official meetings is an integral part of the Registration Fee, the "per diem" traveler shall deduct such amounts from the "cost of meals and incidental expenses" allowance, and the traveler on "actual expenses incurred" shall not claim meals which are included in the conference fee.

SECTION IX CONFERENCE AND TRAVEL REIMBURSEMENT VOUCHER

A. Memorandum of Expenditures

A memorandum of all travel expenditures properly chargeable to the County shall be kept by individuals subject to these regulations. The information thus accumulated shall be available for proper Invoice Form preparation.

B. Conference and Travel Reimbursement Voucher Preparation

1. All claims for reimbursement of travel expenses shall be submitted on the Conference and Travel Reimbursement Voucher and shall be itemized in accordance with these regulations.
2. The Conference and Travel Reimbursement Voucher shall show the purpose of travel, the dates of travel, the points of departure and destination, mode of transportation, and the cost of the transportation secured or mileage allowance if automobile is used.
3. The Conference and Travel Reimbursement Voucher shall be supported by receipts in all instances for railroad and airplane transportation, for lodging, meals and incidental expense (M&IE) items, and all other items. Also, a copy of the travel authorization is to be included for out-of-state travel.
4. The Conference and Travel Reimbursement Voucher shall be prepared and signed by the individual who has incurred the expenses.
5. The individual submitting the Conference and Travel Reimbursement Voucher is personally responsible for accuracy and propriety. A misrepresentation shall be cause for disciplinary or legal action.

C. Approval and Submission of Invoice Form

1. The Conference and Travel Reimbursement Voucher shall be approved by the Department Head or a designated representative, who shall sign the original Voucher and submit to the Comptroller's Office. A copy of the Voucher shall be retained by the Department as well as the person submitting the Voucher.
2. Any Conference and Travel Reimbursement Voucher not prepared in accordance with these regulations or not properly supported by receipts where required will be returned to the originator for correction.

D. Frequency of Submission

The original Conference and Travel Reimbursement Voucher shall be sent to the Comptroller's Office by the 10th day of the following month in which the travel expense was incurred. Conference and Travel Reimbursement Vouchers submitted 60 days after the end of the month in which travel expense was incurred will not be reimbursed. A copy of the Conference and Travel Reimbursement Voucher shall be retained by the department and the employee.

EXHIBIT 5

Identification of Subcontractor/Supplier/Subconsultant

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:
<input type="radio"/> Disqualification
<input type="radio"/> Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1655-15343	Date: 3/1/16
Total Bid or Proposal Amount:	Contract Title: N/A
Contractor: The Concord Consulting Group of IL, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: N/A
Authorized Contact for Contractor: Eamon Ryan	Authorized Contact for Subcontractor/Supplier/ Subconsultant: N/A
Email Address (Contractor): eryl@concord-cc.com	Email Address (Subcontractor): N/A
Company Address (Contractor): 55 East Monroe Street, Suite 2850	Company Address (Subcontractor): N/A
City, State and Zip (Contractor): Chicago, IL 60603	City, State and Zip (Subcontractor): N/A
Telephone and Fax (Contractor) T: 312.424.0250 F: 312.424.0252	Telephone and Fax (Subcontractor) N/A
Estimated Start and Completion Dates (Contractor) N/A	Estimated Start and Completion Dates (Subcontractor) N/A

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
N/A	N/A

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

The Concord Consulting Group of IL, Inc.

Contractor
Edward Stritch

Name
President and CEO

Title

Prime Contractor Signature

3/1/16

Date

EXHIBIT 6

Certificate of Consulting or Auditing Services

COOK COUNTY
OFFICE OF THE CHIEF PROCUREMENT OFFICER
CERTIFICATION FOR CONSULTING OR AUDITING SERVICES

This Certification is made and required pursuant to Section 34-193 of the Procurement Code, and must be completed by any Contractor providing Consulting or Auditing Services for Cook County or Elected Officials. For purposes of this Certification, the following definitions shall apply:

"Auditing" means the formal examination of accounting records or financial statements for compliance with financial accounting standards applicable to governmental entities, which functions are generally exclusively performed or supervised by Persons licensed and authorized to do business as public accounts in the State. Auditing shall also include any independent reports and management recommendations derived or resulting from the performance of auditing services and which reports and recommendations are included within the scope of the Contract for Auditing Services.

"Consulting" means the rendering of analysis and advice requiring specialized expertise in a particular subject area or field. Such expertise may have been gained by education or experience in the area or field. Consulting expressly excludes auditing services.

"Elected Official" means the President and Commissioners of the Cook County Board, Assessor, Board of Review, Chief Judge, Clerk of the Circuit Court, County Clerk, Recorder of Deeds, Sheriff, State's Attorney, Treasurer and any other elected official included in the Cook County Appropriations Ordinance.

"County" shall mean the offices which are administered by the President of the County Board.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers to.

SECTION 1: CONTRACTOR'S INFORMATION

COMPANY NAME: The Concord Group
ADDRESS: 55 E. Monroe St, Suite 2850, Chicago, IL 60603
TELEPHONE: (312) 424-0250
CONTACT NAME: Eamon Ryan
CONTACT EMAIL: eryan@concord-cc.com

SECTION 2: AFFILIATE INFORMATION

If the Contractor has any "Affiliates" please provide the names, addresses and telephone numbers of each Affiliate below. For purposes of this Certification "Affiliates" shall mean any Person that directly or indirectly through one or more intermediaries Controls, is Controlled by, or is under Control with the Person specified. "Control" shall mean a Person that has the power to directly or indirectly affect the management or the policies of the other through ownership of voting securities or voting rights, by contract or otherwise. "Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

SECTION 3: CONTRACT INFORMATION

- a. This Certification relates to the following Contract: 1655-15343
- b. The Contractor is providing the following type of Services: [] Auditing or [x] Consulting
- c. The Contractor is providing the Services under the Contract for the following Cook County Business Unit or Elected Official:
Department of Capital Planning & Policy
- d. Is the Contractor or its Affiliates, if any, providing Consulting or Auditing Services, either directly, or as a subcontractor to the County or Elected Official under any other Contracts? [] Yes or [x] No.
If yes, please state the other Contract Number(s) and the Nature of Services.
-
-

THE CONTRACTOR ACKNOWLEDGES, UNDERSTANDS AND AGREES AS FOLLOWS:

- a. It has read Section 34-193 (a)-(b) of the Procurement Code, which provides as follows:

The County will not enter into any Contract for Auditing Services, nor shall it consent to a subcontract for such Auditing Services, with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract for consulting services for or with the County. Additionally, the County will not enter into any Contract for Consulting Services, nor shall it consent to a subcontract for such Consulting Services, with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract for Auditing Services for or with the County. For purposes of this provision, "County" shall refer only to offices which are administered by the President of the County Board and shall not refer to offices which are administered by Elected Officials.

The County shall not enter into any Contract for Consulting Services on behalf of any Elected Official, nor shall it consent to a subcontract for such Consulting Services on behalf of an Elected Official with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract to provide Auditing Services for the Elected Official.

- b. The Contractor's Services under the Contract shall not violate Section 34-193 of the Procurement Code.
- c. The information provided herein is a material inducement to the CPO's execution of the Contract, and the CPO may rely on the information provided herein. The Contractor warrants that the information contained herein is true and correct. If the CPO determines that any information provided herein is false, incomplete, or incorrect, the CPO may terminate the Contract.



Signature

Eamon Ryan

Name (Type or Print)

Senior Vice President

Title

March 29, 2016

Date

EXHIBIT 7

Economic Disclosure Statement

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1-2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountylil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
N/A	

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?
 Yes: No:

b) If yes, list business addresses within Cook County:
 55 East Monroe Street
 Suite 2850
 Chicago, IL 60603

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?
 Yes: No:

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): 17 - 10 - 105 - 014 - 1066

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

N/A

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name The Concord Consulting Group of IL, Inc.

D/B/A: The Concord Group FEIN NO.: 36-4280205

Street Address: 55 East Monroe Street, Suite 2850

City: Chicago State: IL Zip Code: 60603

Phone No.: 312.424.0250 Fax Number: 312.424.0252 Email: estritch@concord-cc.com

Cook County Business Registration Number: D96033861
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): N/A

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Edward Stritch	100 E. Huron St. #2003, Chicago, IL 60611	80%
Eamon Ryan	1565 Tanglewood Dr. Crystal Lake, IL 60014	10%
John Duggan	2659 N. Terrace Ave. Milwaukee, WI 53211	10%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [X] No
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Edward Stritch	100 E. Huron St. #2003, Chicago, IL 60611	President, Treasurer, and CEO	Open-ended
Eamon Ryan	1565 Tanglewood Dr. Crystal Lake, IL 60014	Secretary and Senior Vice President	Open-ended
John Duggan	2659 N. Terrace Ave. Milwaukee, WI 53211	Senior Vice President	Open-ended

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Edward Stritch
Name of Authorized Applicant/Holder Representative (please print or type)

Edward P. Stritch
Signature

estritch@concord-cc.com
E-mail address

President & CEO
Title

3/1/2016
Date

312.424.0250
Phone Number

Subscribed to and sworn before me
this 17 day of June, 2016

My commission expires: 01/30/2019

X *Christian Flores*
Notary Public Signature





COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

“*Familial relationship*” means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Half-brother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Half-sister |

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: N/A

Address of Person Doing Business with the County: N/A

Phone number of Person Doing Business with the County: N/A

Email address of Person Doing Business with the County: N/A

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

N/A

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

N/A

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ N/A

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: _____

N/A

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: _____

N/A

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

The Person Doing Business with the County is **an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

The Person Doing Business with the County is a **business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- The Person Doing Business with the County **is an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

- The Person Doing Business with the County **is a business entity** and **there is a familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
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Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
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Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
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If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

	3/1/2016
Signature of Recipient	Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
 69 West Washington Street, Suite 3040, Chicago, Illinois 60602
 Office (312) 603-4304 – Fax (312) 603-9988
 CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, **including Substantial Owners**, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

I. Contract Information:

Contract Number: 1655-15343

County Using Agency (requesting Procurement): Cook County

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): The Concord Consulting Group of IL, Inc.

Substantial Owner Complete Name: Edward Stritch

FEIN# 36-4280205

Date of Birth: _____ E-mail address: estritch@concord-cc.com

Street Address: 100 E. Huron Street #2003

City: Chicago State: IL Zip: 60611

Home Phone: (312) 882 - 0250 Driver's License No: _____

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or **NO**

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or **NO**

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or **NO**

Employee Classification Act, 820 ILCS 185/1 et seq., YES or **NO**

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or **NO**

Any comparable state statute or regulation of any state, which governs the payment of wages YES or **NO**

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or NO

Other factors that the Person or Substantial Owner believe are relevant.
YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: Edward P. Stritch Date: 3/1/2016

Name of Person signing (Print): Edward Stritch Title: President & CEO

Subscribed and sworn to before me this 1st day of March, 2016

X Christian Flores
Notary Public Signature

Note: The above information is subject to verification prior to the award of the Contract



SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL COPIES

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

The Concord Consulting Group of IL, Inc.
Corporation's Name

Edward Stritch *Edward P. Stritch*
President's Printed Name and Signature

312.424.0250
Telephone

estritch@concord-cc.com
Email

Eric C. Ryan
Secretary Signature

3/1/16
Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name and Signature

Date

Telephone

Email

Subscribed and sworn to before me this
15th day of March, 2016.

Christian Flores
Notary Public Signature

My commission expires: 01/30/2019



If the operating agreement, partnership agreement or governing documents require execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

SECTION 6
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Shannon E. Andrews

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 20th DAY OF April, 2010

IN THE CASE OF A BID/ PROPOSAL/RESPONSE, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL/RESPONSE AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1655-15343

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 24,000.00

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

N/A

ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)

Date

ATTACHMENT 1

Board Of Education Of The City Of Chicago Contract No. 12-0523-PR16

This Agreement will be posted on the CPS Internet website.

COST ESTIMATING SERVICES AGREEMENT

This COST ESTIMATING SERVICES AGREEMENT ("**Agreement**") is effective as of the last date written below ("**Effective Date**"), and is entered into by and between the Board of Education of the City of Chicago, a body politic and corporate (the "**Board**") and the Concord Consulting Group of Illinois Inc. (Consultant").

RECITALS

- A. On or about March 12, 2012, the Board issued a Request for Proposals for Cost Estimating Services (the "RFP") to the Board over a period beginning the Effective Date and ending December 31, 2013;
- B. The Board desires that Consultant render certain cost estimating services to the Board for its various schools and facilities, as more particularly described in this Agreement, as part of the Board's Capital Improvement Program (the "CIP") for various schools and facilities (hereinafter referred to as "Project" or "Projects"). Consultant is engaged in facility assessments and desires to provide such Services to the Board Facilities;
- C. Consultant acknowledges and agrees that the Board has retained Consultant in order to make available cost estimating services ("Services"), as set forth in Exhibit A attached hereto and incorporated herein, for the benefit of its various public schools and other Board facilities (collectively the "Board Facilities") located within the City of Chicago;
- D. The Board desires to engage Consultant under the terms and conditions of this Agreement pursuant to Consultant's response and submittals to the RFP; and
- E. Consultant has demonstrated expertise in providing such Services and represents to the Board that it has the requisite knowledge, skill, experience and other resources necessary to perform such Services, and is desirous of providing such services for the Board.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

- 1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.
- 2. **Term:** This Agreement is for a term commencing on the Effective Date and ending December 31, 2013 ("Term"), unless terminated sooner as provided herein. The Board has three (3) options to extend this Agreement for successive twelve (12) month periods.
- 3. **Scope of Services:** Consultant agrees to provide the Services to the CIP as set forth on Exhibit A attached hereto and incorporated herein, including the deliverables set forth thereon, in accordance with the terms and conditions of this Agreement. The parties acknowledge that the goal of these Services is to provide for the effective and efficient overall management of the CIP. The Board retains final authority with respect to all Services related decisions. The Board may, from time to time, request changes in the Services by issuing a written clarification letter to Consultant from the Board's Chief Operating Officer ("COO"). Any such changes in Services which will increase the maximum compensation payable to Consultant hereunder shall also be documented by an amendment to this Agreement duly authorized by the Board.
- 4. **Compensation:** Compensation for Services during the Term shall be payable on a monthly basis at the rates set forth in Exhibit B1 (attached hereto and made a part hereof). Consultant may be reimbursed for those expenses identified in Exhibit B2 ("Reimbursables") attached hereto and made a part hereof. The maximum compensation payable to Consultant during the

Term for all Services and Reimbursables shall not exceed the sum of One Million One Hundred Twenty-Five and 00/100 Dollars (\$1,125,000) in the aggregate. The Board shall not be obligated to pay for any Services or Reimbursables not in compliance with this Agreement. The Board shall not be obligated to pay for any Services not in compliance with this Agreement. In the event of early termination of this Agreement, the Board shall only be obligated to pay for Services rendered or costs incurred up to the date of termination. In no event shall the Board be liable for any costs incurred or Services performed after the effective date of termination as provided herein. Consultant shall submit monthly invoices referencing this Agreement with such supporting documentation as may be requested by the Board. The Board shall process payment in its normal course of business.

5. **Billing and Payment Procedures; Electronic Payments:**

- A. **Billing and Payment Procedures:** All invoices must include: a valid purchase order number, itemized description of the services rendered and/or materials delivered, date the services were rendered, date the materials were delivered, invoice date, and invoice amount. Invoices shall be submitted in a timely manner. The final invoice shall be submitted no later than ninety (90) days after the expiration or termination of this Agreement. If Consultant has more than one contract with the Board, separate invoices must be submitted for each contract. The Board shall process payments in its normal course of business after receipt of invoices and all supporting documentation necessary for the Board to verify the Services provided under this Agreement. Original invoices must be sent to: Chicago Public Schools, Accounts Payable, P.O. Box 861, Chicago, Illinois, 60690-0661.
- B. **Electronic Payments:** Consultant agrees that, at the Board's sole discretion, the Board may make payment electronically to Consultant for any and all amounts due to Consultant pursuant to this Agreement by means of the Board's procurement charge card account. Consultant recognizes that any charge to the Board's procurement charge card that is in excess of the open remaining amount as stipulated in the applicable Purchase Order, or any charge unaccompanied by the requisite documentation and data as required by the Board, shall be deemed invalid and disputed by the Board. Consultant further recognizes that, in the absence of any supporting documentation as may be required by the Board, payments associated with disputed charges shall be rescinded by the Board and deemed not owed by the Board. Consultant agrees to comply with the rules, procedures and documentation required for electronic payment via the Board's procurement charge card as established by the Board's Department of Procurement and Contracts.

6. **Key Personnel:**

- A. **Adequate Staffing:** Consultant must assign and maintain during the term of this Contract and any renewal of it, an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Consultant must include among its staff the Key Personnel and positions, if any, as identified below. If the Board determines, in its sole discretion that any employee, subcontractor or other person providing Services hereunder for the Consultant is not performing in accordance with the performance standards or other requirements of this Agreement the Board shall have the right to direct the Consultant to remove that person from performing Services under this Contract.
- B. **Key Personnel:** This Contract may list individuals of the Consultant who have particular expertise on which the Board is relying ("Key Personnel") as set forth in Exhibit C attached hereto and made a part hereof. Consultant may not reassign or replace Key Personnel without the written consent of the Board, which consent shall not be unreasonably withheld

or delayed. If one or more Key Personnel terminate their employment with Consultant or otherwise become unavailable for reasons beyond Consultant's reasonable control, Consultant shall promptly replace such person with another person with comparable training and experience, subject to the approval of the Board, which approval shall not be unreasonably withheld or delayed.

7. **Standards of Performance:** Consultant shall devote, and shall cause all of its staff and subcontractors to devote, such of their time, attention, best skill and judgment, knowledge and professional ability as is necessary to perform all Services effectively, efficiently and consistent with the best interests of the Board and to the satisfaction of the COO. Consultant shall retain and utilize sufficient staff to assure the most effective and efficient performance of Services and shall utilize, as required by law or by this Agreement, professionals licensed to practice in the State of Illinois in the applicable profession. Consultant shall use efficient business administration methods and perform the Services in the best way and in the most expeditious and economical manner consistent with the best interests of the Board, so as to assure, among other things, that the Services are performed at a reasonable cost to the Board and that Services performed by other entities or persons in connection with this Agreement are efficiently and cost-effectively delivered. Consultant acknowledges and accepts a relationship of trust and confidence with the Board and agrees to cooperate with the Board, and all other persons or entities which may be retained by the Board, in performing Services to further the best interests of the Board. Consultant understands that it does not have the authority to represent or commit the Board to any obligation hereunder without first obtaining approval from the COO and/or his designee.
8. **Non-appropriation:** Expenditures not appropriated by the Board in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the Board for performance under this Agreement, the Board shall notify Consultant and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated.
9. **Audit and Document Retention:** Consultant shall furnish the Board with such information as may be requested relative to the progress, execution and costs of the Services. Consultant shall maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to Consultant's Services under this Agreement. All records referenced above shall be retained for five (5) years after completion of Services and shall be subject to inspection and audit by the Board. Consultant shall include in all subcontractor agreements for Services, provisions requiring subcontractors to maintain the above-described records and allowing the Board the same right to inspect and audit said records as set forth herein.
10. **Termination:**
 - A. **Termination for Convenience.** If at any time during the Term, the Board determines, in its sole discretion, that the Services provided by Consultant are no longer in its best interest, the Board shall have the option to terminate this Agreement upon thirty (30) calendar days written notice to Consultant.
 - i) After notice is received, Consultant must restrict its activities and those of its subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth herein in the provisions regarding compensation and payment.

ii) Consultant must include in its contracts with subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the Board arising from termination of subcontracts after the early termination of this Agreement.

iii) Consultant shall not be entitled to make any early termination claims against the Board resulting from any subcontractor's claims against Consultant or the Board to the extent inconsistent with this provision.

B. **Suspension of Services.** The Board may, upon thirty (30) calendar day's written notice, request that Consultant suspend Services in whole or part. Consultant shall promptly resume performance of Services upon written notice from the Board and upon such equitable extension of time as may be mutually agreed upon in writing by the Board and Consultant. Responsibility for any additional costs or expenses actually incurred by Consultant as a result of remobilization shall be paid by the Board.

C. **Consultant Events of Default.** Events of default ("Events of Default") include, but are not limited to, the following:

i) Any material misrepresentation by Consultant in the inducement of this Agreement or the performance of Services

ii) Breach of any agreement, representation or warranty made by Consultant in this Agreement.

iii) Failure of Consultant to perform in accordance with or comply with the terms and conditions of this Agreement, including, but not limited to, the following:

a) Action or failure to act which affects the safety and/or welfare of students or Board staff;

b) Failure to perform in accordance with terms, conditions and specifications of this Agreement;

c) Failure to provide any portion of the Services herein at the time fixed for performance and in the manner specified herein;

d) Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services due to a reason or circumstances within Consultant's reasonable control;

e) Failure to perform the Services in a manner satisfactory to the Board;

f) Failure to promptly re-perform Services within a reasonable time that were determined by the Board to be incomplete or unsatisfactory;

g) Discontinuance of the Services for reasons not beyond Consultant's reasonable control; or

h) Failure to comply with any term of this Agreement, including but not limited to, the provisions concerning insurance and nondiscrimination, and any other acts specifically and expressly stated in this Agreement constituting an Event of Default.

iv) Assignment by Consultant for the benefit of creditors or consent by Consultant to the appointment of a trustee or receiver or the filing by or against Consultant.

v) Default by Consultant under any other agreement Consultant may presently have or may enter into with the Board;

vi) Any action or failure to act by Consultant which affects the safety and/or welfare of students or Board staff; and

vii) Assignment by Consultant for the benefit of creditors or consent by Consultant to the appointment of a trustee or receiver or the filing by or against Consultant of any petition or proceeding under any bankruptcy, insolvency or similar law.

D. **Remedies.** The occurrence of any Event of Default which Consultant fails to cure within fifteen (15) calendar days after receipt of notice given in accordance with the terms of this Agreement and specifying the Event of Default or which, if such Event of Default cannot be reasonably cured within fifteen (15) calendar days after notice, Consultant fails to commence and continue diligent efforts to cure, in the sole opinion of the Board, may permit the Board to declare Consultant in default. Whether to declare Consultant in default is within the reasonable discretion of the Board. Written notification of an intention of the Board to terminate this Agreement, in whole or in part shall be provided and shall be final and effective upon Consultant's receipt of such notice. Upon the giving of such notice as provided in this Agreement, the Board may invoke any or all of the following remedies:

i) Take over and complete the Services or any part thereof, by agreement or otherwise as agent for and at the cost of Consultant either directly or through others. Consultant shall be liable to the Board for any excess costs incurred by the Board. Any amount due Consultant under this Agreement or any other agreement Consultant may have with the Board may be offset against amounts claimed due by the Board.

ii) The right to terminate this Agreement, in whole or in part, as to any or all of the Services yet to be performed effective at a time specified by the Board.

iii) Suspend Services during the fifteen (15) day cure period if the default results from Consultant's action or failure to act which affects the safety and/or welfare of students or Board staff.

iv) Seek specific performance, an injunction or any other appropriate equitable remedy.

v) Receive from Consultant any and all damages incurred as a result or in consequence of an Event of Default.

vi) Money damages.

vii) Withhold all or part of Consultant's compensation under this Agreement.

viii) Deem Consultant non-responsible in future agreements to be awarded by the Board.

If the Board considers it to be in its best interest, it may elect not to declare Consultant in default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the Board and that if the Board permits Consultant to continue to provide the Services despite one or more Events of Default, Consultant shall in no way be relieved of any responsibilities, duties or obligations under this Agreement nor shall the Board waive or relinquish any of its rights to declare an event of default in the future.

The remedies under this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to

exercise any right or power accruing upon any Event of Default shall be construed as a waiver of any Event of Default or acquiescence thereto, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

If the Board's election to terminate this Agreement for default under this Section is determined by a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered an early termination pursuant to Section 10 A above.

11. **Turnover of Documents and Records.** Upon demand of the Board after termination of this Agreement for any reason or the expiration of this Agreement by its terms, Consultant shall turn over to the Board or its designee within five (5) days of demand, all materials, supplies, equipment owned or purchased by the Board, completed or partially completed work analyses, data, computer disks, documents and any other information relating in any way to this Agreement or the performance or furnishing of Services, except that Consultant may keep a copy of such information for its own records.

12. **Confidential Information, Dissemination of Information, Ownership, Survival:**

A. **Confidential Information.**

In performance of Services to the Board, Consultant may have access to or receive certain information that is not generally known to others ("Confidential Information"). Consultant agrees not to use or disclose any Confidential Information or any records. Consultant acknowledges that Confidential Information includes, but is not limited to, proprietary information, copyrighted material, educational records, employee data, information relating to health records, and other information of a personal nature. Consultant shall not use or disclose any Confidential Information or any finished or unfinished, documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow charts, methods, processes, data, data studies, drawings, maps, files, records, computer printouts, designs, equipment descriptions, or other materials prepared or generated as a result of this Contract ("Work Product") without the prior written consent of the Board. Consultant shall use at least a commercially reasonable standard of care in the protection of the Confidential Information of the Board. Upon the expiration or termination of this Contract, Consultant shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Board along with all copies thereof in its possession.

It is understood that, once such information becomes known to third parties or the general public through a source other than Consultant, such information shall no longer be considered Confidential Information for purposes of this Agreement.

- B. **Dissemination of Information.** Consultant agrees not to use or disclose any Confidential Information or any records, reports or documents prepared or generated as a result of this Agreement ("Work Product") without the prior written consent of the Board. Consultant shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall Consultant disseminate any information regarding Services without the prior written consent of the Board. In the event that Consultant is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any records, data, or Work Product which may be in Consultant's possession as a result of Services under this Agreement, Consultant shall immediately give notice to the Board and its General Counsel with the understanding that the Board shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant will not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or *subpoena* is quashed or withdrawn, or the time to produce is otherwise extended. Consultant agrees to cause its

personnel, staff and subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Consultant under this Agreement.

- C. **Ownership.** Consultant agrees that, to the extent permitted by law, any and all Work Product shall exclusively be deemed "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. 101§ *et seq.* To the extent any Work Product does not qualify as a "work for hire," Consultant irrevocably grants, assigns, and transfers to the Board all right, title, and interest in and to the Work Product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All intellectual property, Confidential Information, and Work Product shall at all times be and remain the property of the Board. Consultant shall execute all documents and perform all acts that the Board may request in order to assist the Board in perfecting or protecting its rights in and to the Work Product and all intellectual property rights relating to the Work Product. All of the foregoing items shall be delivered to the Board upon demand at any time and in any event, shall be promptly delivered to the Board upon expiration or termination of this Contract within three (3) business days of demand. In addition, Consultant shall return the Board's data in the format requested by the Board. If any of the above items are lost or damaged while in Consultant's possession, such items shall be restored or replaced at Consultant's expense.
 - D. **Injunctive Relief:** In the event of a breach or threatened breach of this Section, Construction Manager acknowledges and agrees that the Board would suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, Consultant agrees that the Board shall be entitled to immediate injunctive relief to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition and without prejudice to such rights that the Board may have in equity, by law or statute.
 - E. **Freedom of Information Act.** Consultant acknowledges that this Agreement and all documents submitted to the Board related to this Agreement are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Consultant further acknowledges that this Agreement shall be posted on the Board's Internet website at www.cps.edu.
 - F. **Survival.** The provisions of this paragraph shall survive the termination or expiration of this Agreement.
13. **Representations and Warranties of Consultant:** Consultant represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct (as may be modified from time to time subject to Board approval) during the Term of this Agreement:
- A. **Contractor's Disclosure Form.** The disclosures in the Contractor's Disclosure Form submitted by Consultant to the Department of Procurement and Contracts are true and correct. Consultant shall promptly notify the Board of any material change in information set forth therein, including, but not limited to, change in ownership or control, and any such change shall be subject to Board approval which shall not be unreasonably withheld.
 - B. **Licensed Professionals.** Services required by law or by this Agreement to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline.

- C. **Financially Solvent.** Consultant warrants that it is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to complete all Services and perform all obligations under this Agreement.
- D. **Technical Accuracy.** Consultant warrants that all Services will be technically accurate and correct.
- E. **Compliance with Laws.** Consultant is and shall remain in compliance with all local, State and Federal laws, ordinances, regulations and statutes relating to this Agreement and the performance of Services, including, but not limited to, the Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, the Drug-Free Workplace, and any others referenced in this Agreement relating to non-discrimination. Further, Consultant is and shall remain in compliance with all Board policies and rules.
- F. **Gratuities.** No payment, gratuity or offer of employment was made to Consultant, any of its members if a joint venture or, to the best of Consultant's knowledge, to any subcontractors, in relation to this Agreement or as an inducement for award of this Agreement. Consultant is and shall remain in compliance with all applicable anti-kickback laws and regulations.
- G. **Good Standing.** Consultant, each of its joint venture members if a joint venture, and each of its subcontractors, if any, are not in default or have not been deemed by the Board's Chief Purchasing Officer to be in default under any other agreement with the Board during the five (5) year period immediately preceding the effective date of this Agreement, and have not been debarred under the Board's Debarment Policy during the three (3) year period immediately preceding the effective date of this Agreement.
- H. **Authorization.** Consultant has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Consultant is duly authorized by Consultant and has been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Consultant.
- I. **Criminal History Records Search.** Consultant represents and warrants that, at its own cost and expense, it shall have a complete fingerprint-based criminal history records check ("**Records Check**") conducted on any and all employees, agents and subcontractors ("**Staff**") who may have direct, daily contact with CPS students under this Agreement in accordance with the Illinois School Code (§105 ILCS 5/34-18.5); the *Sex Offender and Child Murderer Community Notification Law*, created under Illinois Public Act 94-219, eff. August 2005; and the *Child Murderer Violent Offender Against Youth Notification Law*, created under Public Act 94-945. Such complete Records Check consists of the following:
- fingerprint-based checks through the Illinois State Police (ISP) and the FBI,
 - check of the Illinois Sex Offender Registry (IL-SOR), and
 - check of the Violent Offender Against Youth Registry (see below).

The purpose of the Records Check is to confirm that none of these persons have been convicted of any of the criminal or drug offenses enumerated in subsection (c) of §105 ILCS 5/34-18.5 or any offenses enumerated under the *Sex Offender and Child Murderer Community Notification Law*, or the *Child Murderer Violent Offender Against Youth Notification Law*, or have been convicted within the past seven (7) years of any other felony under the laws of Illinois or of any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in the State of Illinois, would have been punishable as a felony under the laws of Illinois.

Consultant understands and agrees that it shall not allow any of its employees or

subcontractors to have direct regular contact with a CPS student until a Records Check has been conducted for such person and the results of the Records Check satisfies the requirements of §105 ILCS 34-18.5 and the requirements of the Acts and Laws referenced in the preceding paragraph, as amended from time to time.

If Consultant is an individual, Consultant represents and warrants that Consultant is in compliance with Section 5/34-18.5 of the Illinois School Code as from time to time amended, and has never been convicted of the offenses enumerated therein. Further, Consultant agrees to submit to the above procedure regarding background investigations and to fully cooperate and provide the Board with all necessary information in order for the Board to perform all such above checks on Consultant, all at Consultant's expense.

It is understood and agreed that Consultant's non-compliance with this Section 11.8 will constitute a material breach of this Agreement, and the Board also will have the right to withhold payments due hereunder until Consultant remedies such non-compliance to the Board's reasonable satisfaction, or take any other action or remedy available under this Agreement or by law.

- J. **Research Activities and Data Requests:** Consultant acknowledges and agrees that in the event Consultant seeks to conduct research activities in the Chicago Public Schools or use CPS student data for research purposes in connection with this Agreement, Consultant shall comply with the Board's Research Study and Data Policy adopted on November 14, 2007, as may be amended from time to time. Consultant acknowledges and agrees that it may not begin any research activities or obtain data for research purposes without the prior written consent of the Chief Officer of the Office of Research, Evaluation and Accountability or his/her designee.
- K. **Prohibited Acts:** Within the three (3) years prior to the effective date of this Agreement, Consultant or any of its members if a joint venture or a limited liability company, or any of its or their respective officers, directors, shareholders, members, managers, other officials, agents or employees (i) have not been convicted of bribery or attempting to bribe a public officer or employee of any public entity and (ii) have not been convicted of agreeing or colluding among contractors or prospective contractors in restraint of trade, including bid-rigging or bid-rotating, as those terms are defined under the Illinois Criminal Code.
14. **Independent Contractor:** It is understood and agreed that the relationship of Consultant to the Board is and shall continue to be that of an independent contractor and neither Consultant nor any of Consultant's staff, agents, employees or subcontractors shall be entitled to receive Board employee benefits. It is further understood and agreed that the Board shall not be responsible for, nor incur any liability for, any State or Federal withholding or other taxes or for FICA or State unemployment insurance for Consultant, its agents, employees or subcontractors, and the payment of any such taxes incurred or due by Consultant shall be the sole responsibility of Consultant. Consultant agrees that neither Consultant nor its staff or subcontractors shall represent themselves as employees or agents of the Board. Consultant shall provide the Board with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including, but not limited to, a social security number or a federal employer identification number.
15. **Indemnification:** Consultant agrees to defend, indemnify and hold harmless the Board, its members, employees, agents, officers and officials from and against liabilities, losses, penalties, damages and expenses, including costs and reasonable attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character arising or alleged to arise out of the negligent or willful acts or omissions of Consultant, its officials, agents, employees and subcontractors in the performance of this Agreement.

Consultant shall, at its own cost and expense, appear, defend and pay all reasonable attorney fees and other costs and expenses arising hereunder. In addition, if any judgment shall be rendered against the Board in any such action, Consultant shall, at its own expense, satisfy and discharge such obligation of the Board. The Board shall have the right, at its own expense, to participate in the defense of any suit, without relieving Consultant of any of its obligations hereunder. The Board retains final approval of any and all settlements or legal strategies which involve the interest of the Board.

However, if Consultant, after receiving notice of any such proceeding, fails to immediately begin the defense of such claim or action, the Board may (without further notice to Consultant) retain counsel and undertake the defense, compromise, or settlement of such claim or action at the expense of Consultant, subject to the right of Consultant to assume the defense of such claim or action at any time prior to settlement, compromise or final determination thereof. The cost and expense of counsel retained by the Board in these circumstances shall be borne by Consultant and Consultant shall be bound by, and shall pay the amount of, any settlement, compromise, final determination or judgment reached while the Board was represented by counsel retained by the Board pursuant to this paragraph, or while Consultant was conducting the defense.

To the extent permissible by law, Consultant waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any losses, including any claim by any employee of Consultant that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2nd 155 (1991)). The Board, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

The indemnities set forth herein shall survive the expiration or termination of this Agreement.

16. **Disclaimer:** No provision of this Agreement, nor any act of the Board or the Consultant shall be deemed or construed by either of the parties, or by third persons, to create any relationship of third party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the Board or the Consultant.
17. **Non-Liability of Board Officials:** Consultant agrees that no Board member, employee, agent, officer or official shall be personally charged by Consultant, its members if a joint venture, or any subcontractors with any liability or expense under this Agreement or be held personally liable under this Agreement to Consultant, its members if a joint venture, or any subcontractors.
18. **Board Not Subject to Taxes:** The federal excise tax does not apply to the Board by virtue of Exemption Certificate No. 36-600584, and the State of Illinois sales tax does not apply to the Board by virtue of Exemption No. E9997-7109. The compensation set in the Schedule of Compensation is inclusive of all other taxes that may be levied or based on this Agreement, including without limitation sales, use, nonresident, value-added, excise, and similar taxes levied or imposed on the Services to be provided under this Agreement, but excluding taxes levied or imposed on the income or business privileges of the Consultant. The Consultant shall be responsible for any taxes levied or imposed upon the income or business privileges of the Consultant.
19. **Insurance:** Consultant, at its own expense shall procure and maintain insurance covering all operations under this Agreement, whether performed by Consultant or by a subcontractor. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service unless a written waiver is granted by the Board's Bureau of Risk and Benefits Management. At any time upon request, Consultant shall submit to the Board satisfactory evidence of insurance coverage. Minimum insurance requirements are:

A. **Workers' Compensation and Employers' Liability Insurance.**

Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance covering all employees who are to provide Services under this Contract with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence. The workers' compensation policy must contain a waiver of subrogation clause.

B. **Commercial General Liability Insurance (Primary and Umbrella):**

Commercial General Liability Insurance or equivalent with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage liability. Coverage shall include, but not be limited to the following: all operations, contractual liability, independent contractors, products/completed operations (for a minimum of two (2) years following completion) and defense. The Board and its employees shall be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from services provided by Consultant.

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

C. **Automobile Liability Insurance.**

Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with Services to be performed, with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

D. **Professional Liability/Errors and Omissions.**

If professional services are rendered, Consultant shall maintain such coverage with limits of not less than Two Million and 00/100 Dollars (\$2,000,000.00) per claim for errors and omissions in conjunction with professional services inclusive of assumption of contractual liability. The policy shall have a retroactive date effective with the commencement of professional services and have an extended reporting period of not less than two (2) years following completion of such professional service.

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

E. **Umbrella/Excess Liability Insurance:** Umbrella or Excess Liability Insurance with limits not less than Two Million Dollars (\$2,000,000.00) per occurrence, which will provide additional limits for employers' general and automobile insurance and shall cover the Board and its employees, subject to that of the primary coverage.

F. **Insurance-Additional Insured.**

The Consultant shall have its general and automobile liability insurance policies endorsed to provide that the "Board of Education of the City of Chicago, a body corporate and politic, and its members, employees and agents, and any other entity as may be designated by the Board are named as ADDITIONAL INSUREDS on a primary basis without recourse or right of contribution from the Board."

Insurance Certificates.

Before commencing work under this Agreement, the Consultant shall have its insurance company or its representative submit an insurance certificate evidencing insurance coverage maintained by the Consultant and indicating that the Board of Education and its employees as well as any other entity designated by the Board are additional insureds on

the general and automobile liability insurance and must evidence thirty (30) days prior written notice of material change, cancellation or non renewal of any policy maintained by Consultant be given to:

Board of Education of the City of Chicago
Risk Department
125 South Clark Street 7th Floor
Chicago IL 60603
Attention: Celeste Sullivan

Copy to: Chief Procurement Officer
Board of Education of the City of Chicago
125 S. Clark Street, 10th floor
Chicago, Illinois 60603
ATTN: Demetra Knowles

Consultant's failure to carry or document required insurance shall constitute a breach of this Agreement and any failure by the Board to demand or receive proof of insurance coverage shall not constitute a waiver of Consultant's obligation to obtain the required insurance. The Board will not pay the Consultant for any work if satisfactory proof of insurance is not provided before the commencement of Services. The Board reserves the right to obtain copies of insurance policies and insurance records by written request at any time from the Consultant or its subcontractors and to modify, delete, alter or change insurance requirements at any time.

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Consultant. Any insurance or self-insurance programs maintained by the Board of Education do not contribute with insurance provided by the Consultant under this Contract.

Consultant shall require any subcontractors under this Agreement to maintain comparable insurance which shall name the Consultant, the Board inclusive of its members, employees and agents, and any other entity designated by the Board as Additional Insureds. The Consultant will maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements.

20. **Non-Discrimination:** It shall be an unlawful employment practice for Consultant or any of its subcontractors to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, or the terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, age, disability, marital status, parental status, military discharge status, or national origin; or to limit, segregate, or classify employees or applicants for employment from equal employment opportunities or otherwise adversely affect an individual's status as an employee because of such individual's race, color, religion, sex, age, disability, marital status, parental status, military discharge status, or national origin. Consultant shall comply with the Civil Rights Act of 1964, 42 U.S.C.A. §2000, *et seq.*, as amended; the Age Discrimination in Employment Act, 29 U.S.C.A. §621, *et seq.* The Rehabilitation Act of 1973, 29 U.S.C.A. §701, *et seq.*, as amended; the Americans with Disabilities Act, 42 U.S.C.A. §12101, *et seq.*; the Illinois Human Rights Act, 775 ILCS 5/1-10, as amended; and the Chicago Human Rights Ordinance, MCC ch. 2-160.
21. **Assignment:** This Agreement shall be binding on the parties and their respective successors and assigns; provided, however, Consultant may not assign this Agreement or any obligations imposed hereunder without the prior written consent of the Board.
22. **Continuing Obligation To Perform:** In the event of any dispute between Consultant and the Board, Consultant shall expeditiously and diligently proceed with the performance of all of its obligations under this Agreement with a reservation of all rights and remedies it may have under or pursuant to this Agreement at law or in equity.

23. **Survival/Severability:** All express representations or indemnifications made or given in this Agreement shall survive the completion of Services by Consultant or the termination of this Agreement for any reason. If any provision or part of this Agreement is held to be unenforceable, this Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects this Agreement shall remain in full force and effect; provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.
24. **Governing Law:** This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.
- Consultant irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of this Agreement. Consultant agrees that service of process on Consultant may be made, at the option of the Board, by either registered or certified mail to the address and to the person set forth on the Signature Page or to such other address or person as may be designated by Consultant in writing, to the office actually maintained by Consultant or by personal delivery on any officer, director or managing or general agent of Consultant. If any action is brought by Consultant against the Board concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.
25. **Waiver:** No delay or omission, or series of delays or omissions, by the Board to exercise any right hereunder shall be construed as any type of waiver of any such right, and the Board reserves the right to exercise any such right from time to time as often as may be deemed expedient.
26. **Debarment Policy:** Consultant acknowledges that, in performing the Services for the Board, Consultant shall not utilize any firms that have been debarred from doing business with the Board under the Board's Debarment Policy, 08-1217-PO1, as amended from time to time.
27. **Conflict of Interest:** This Agreement is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.
28. **Indebtedness:** Consultant agrees to comply with the Board's Indebtedness Policy adopted July 26, 1995 (95-0726-EX3), as may be amended from time to time, which policy is hereby incorporated by reference as if fully set forth herein.
29. **Ethics:** No officer, agent or employee of the Board is or shall be employed by the Consultant or has or shall have a financial interest, directly, or indirectly, in this Contract or the compensation to be paid hereunder except as may be permitted in writing by the Board's Ethics Policy adopted May 25, 2011 (11-0525-PO2), as amended from time to time, which policy is hereby incorporated by reference into and made a part of this Contract as fully set forth herein.
30. **Inspector General:** Each party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.
31. **Right of Entry:** Consultant and any of its officers, employees, or agents, performing Services hereunder shall be permitted to enter upon various Board sites, subject to the terms and conditions contained herein and those rules established by the Board. Consultant shall provide

advance notice to the Board whenever applicable, of any such intended entry. Consent to enter upon a site given by the Board shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Board. Consultant shall use, and shall cause each of its officers, employees and agents to use, the highest degree of care when entering upon any property owned by the Board in connection with the Services. Any and all claims, suits or judgments, costs, or expenses, including reasonable attorney fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the applicable terms and conditions of this Agreement, including without limitation, the indemnification provisions contained in this Agreement.

32. **Principal's Right to Direct:** The principal at each school shall have the authority, to the maximum extent possible, to direct Consultant and its subcontractors when performing the Services on the school site.
33. **Joint and Several Liability:** In the event that Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof) then, and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Consultant shall be the joint and several obligation or undertaking of each such individual or other legal entity.
34. **MBE/WBE Plan:** Consultant acknowledges that it is familiar with the requirements of the Board's "Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts", which is incorporated by reference as if fully set forth herein. Consultant agrees to adhere to the minimum participation goals and to all other applicable MBE/WBE requirements as set forth in the program. Consultant agrees to submit such documentation in connection with the program as may be requested by the Board.
35. **Notices:** All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally; (ii) sent by confirmed facsimile (followed by the actual document); or (iii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

IF TO THE BOARD: Board of Education of the City of Chicago
Department of Operations
125 South Clark Street, 17th Floor
Chicago, Illinois 60603
Attn: Chief Real Estate Officer
Fax No. (773) 553-2901

WITH A COPY TO: Board of Education of the City of Chicago
Law Department
125 South Clark Street, 7th Floor
Chicago, Illinois 60603
Attn: General Counsel
Fax No. (773) 553-1701

IF TO CONSULTANT: The Concord Consulting Group of Illinois Inc.
161 North Clark Street, SUITE 2050
Chicago, Illinois 60601
Attn: Eamon Ryan
Phone No. 312-424-0250
Fax No. 312-424-0252

36. **Kickbacks.** Neither Consultant nor any of its members, if a joint venture or limited liability Company, has accepted and shall not accept from or on behalf of any subcontractor or any

intermediate tier subcontractor, any payment, gratuity or offer of employment in relation to the Agreement or as an inducement for the acceptance of the Agreement. Consultant is and shall remain in compliance with all applicable anti-kickback laws and regulations

37. **Entire Agreement; Amendments:** This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**BOARD OF EDUCATION OF THE
CITY OF CHICAGO**

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

Attest: Estela G. Beltran 7/2/12
Estela G. Beltran, Secretary

Board Report No: 12-0523-PR16--1

Approved as to legal form:

Patrick Rocks 4
Patrick Rocks, General Counsel

Date: 7/2/12

THE CONCORD CONSULTING GROUP

By: Edward P. Stritch
Name: EDWARD P. STRITCH
Its: PRESIDENT & CEO

Attest: Eamon C. Ryan
Name: EMMON C. RYAN

Its: SECRETARY

Date: 6/26/12

Exhibit A

1. STATEMENT OF WORK

The estimating work includes estimating costs for demolition, renovation, new construction, utilities, etc. Estimates are required during various phases of design and during construction to review and validate the cost implications associated with change management. The estimates shall be organized by the updated 2010 Construction Standards Institute ("CSI") MasterFormat. The work processes and methodologies shall be developed and implemented with due consideration to CPS policies and project delivery calendars.

The Consultant must possess the necessary aptitude to develop the expert knowledge of estimating principles including a real understanding of how a project will actually be built from site assessment through design development project closeout.

2. DETAILS OF SERVICES:

Within two (2) to ten (10) working days after Consultant's receipt of required project documentation for each Service listed below, Consultant shall articulate, in writing, responses through examples and scenarios to the following outline:

- A. Provide complete cost estimates while allowing 2 to 10 working days maximum per project, ranging from \$10,000 to \$7,000,000 per project for a total of \$350,000,000. Often times, 5-10 estimates will be required per week.
- B. Demonstrate familiarity with school construction in the City of Chicago in the form of a narrative and matrix indicating project name, scope and project cost for new construction and renovations.
- C. Provide on-screen and digitizer take-offs and pricing including escalation rates/factors.
- D. Derive material quantities and productivity units from Building Information Modeling (BIM) design environment.
- E. Provide estimates at various milestones of the design life-cycle, such as transfer estimates 75% design, 100% design and out to bid ("OTB") estimates.
- F. Provide assessment costing tables to supplement the CPS Biannual assessment tool to assist with long-term capital plan. (see sample Assessment Pricing Table – Attachment F)
- G. Review Job Order Costing Proposals for accuracy.
- H. Review all change orders using Oracle Contracts Manager.
- I. Provide accurate estimates including statistical analysis with respect to construction trends, material price changes, Leadership in energy and Environmental Design ("LEED") requirements, environmental, labor dispute and other influences in the market place.
- J. Provide the Schedule of Values ("SOV") from the above bid estimates and identify areas that might require increased project control efforts to mitigate front-end loading and over expenditures.

The above list is not exhaustive and CPS reserves the right to add additional services as necessary.

Scope of Services

3. COMPENSATION AND REIMBURSEABLE EXPENSES

A. Compensation:

- 1) Consultant shall be required to submit electronic timesheets weekly to the Board for review. Any timesheets not submitted on a weekly basis may be ineligible for compensation.
- 2) Authorization requests shall be submitted to, and approved by, the CIP Director of Construction for any services being performed.

B. Reimbursable Expenses:

Consultant shall be entitled to reimbursement for direct Project expenses related solely to Project activities based upon actual expenses incurred with supporting documentation, without any administrative or handling charges and subject to the limitations outlined herein ("Reimbursable Expenses"):

1) Transportation Expenses:

- Mileage for personal or company vehicles when used for travel to multiple project sites only. Rate shall be determined by the Board.
- Travel outside the City of Chicago requires pre-authorization and written approval by the Board.
- Project related parking fees and taxi fares.

2) Reproduction:

- Charges for copying and printing of Project documents and photographs when provided by an outside vendor and upon Board approval. Pre-authorization for these expense are required as the Board is moving toward a completely electronic, work flow based system and paper reproduction is expected to be minimized.
- Copying, faxing, and printing in-house are not Reimbursable Expenses. Special printing may be allowed with written Board approval.

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COST PROPOSAL

The Cost Estimating Services shall be paid for on an hourly basis per the table below:

Position	Hourly Base Rate
Eamon Ryan (Principal)	\$72.12
Maurizio Magalli (Senior MEP Cost Estimator)	\$56.39
John Tillerman (Senior Cost Estimator)	\$48.08
Robert White (Senior Mechanical Estimator)	\$40.38
Richard Bertovic (Senior Cost Estimator)	\$37.26
Derek McLoughlin (Senior Cost Estimator)	\$37.02
Josh Houston (Cost Estimator)	\$35.58
Seamus Wallace (Cost Estimator)	\$29.81
Ken Osborne (Cost Estimator)	\$24.04
Raymond Keaveney (Cost Estimator)	\$26.00
Andrew Mejia (Cost Estimator)	\$27.64
Christian Flores (Technician)	\$33.65
Robert Kempa (Cost Estimator) (SPAANTECH)	\$33.65
Other (Cost Estimator) (SPAAN TECH)	\$33.65
Other (Cost Estimator) (Starr Design)	\$33.65

Consultant shall provide a multiplier based on the sized of the projects as set forth below.

Project cost FROM \$.....TO \$	Multiplier
\$0	\$250,000	2.5
\$250,001	\$1,000,000	2.5
\$1,000,001	\$5,000,000	2.5
\$5,000,001 and above		2.5

Exhibit C

KEY PERSONNEL

Additional Key Personnel shall be determined by mutual agreement between the parties.

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE

AGREEMENT EXERCISING THE SECOND OPTION TO RENEW THE
COST ESTIMATING SERVICES AGREEMENT
[THE CONCORD CONSULTING GROUP OF ILLINOIS, INC.]

This AGREEMENT EXERCISING THE SECOND OPTION TO RENEW THE COST ESTIMATING SERVICES AGREEMENT ("**Second Renewal Agreement**") is entered into by and between the Board of Education of the City of Chicago, a body politic and corporate (the "**Board**" or "**CPS**"), with offices located at 42 West Madison Street, Chicago, IL 60602 and The Concord Consulting Group of Illinois, Inc., a corporation organized and existing under the laws of the State of Illinois, with offices located at Suite 2850, 55 East Monroe Street, Chicago, IL 60603 ("**Consultant**" or "**Concord**").

RECITALS

- A. The Board and Consultant entered into that certain COST ESTIMATING SERVICES AGREEMENT with a commencement date of July 2, 2012, and ending December 31, 2013 (the "**Original Agreement**"), with three (3) options of twelve (12) months each, to renew the Agreement; and
- B. The Board and Consultant entered into that certain AGREEMENT EXERCISING THE FIRST OPTION TO RENEW THE COST ESTIMATING SERVICES AGREEMENT with a commencement date of January 1, 2014, and ending December 31, 2014 (the "**First Renewal Agreement**"), and collectively with the Original Agreement referred to herein as the "**Agreement**"), with two (2) options of twelve (12) months each remaining to renew the Agreement; and
- C. Pursuant to the terms of the Agreement, the Board desires to exercise its second option to renew the Agreement for a period of twelve (12) months, and Consultant accepts this option to renew, on the terms and conditions hereinafter set forth. There is one (1) remaining option to renew the Agreement for an additional twelve (12) months.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

- 1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Second Renewal Agreement.
- 2. **Definitions:** Any and all capitalized terms contained in this Second Renewal Agreement, and not defined herein, shall have the definition as set forth in the Agreement.
- 3. **Warranties/Representations:** Consultant warrants that it is fully authorized to enter into the Agreement and this Second Renewal Agreement, and provide all Services as described in this Second Renewal Agreement. Consultant agrees to observe, keep, perform and fulfill any and all duties, terms, provisions, covenants, conditions, designations, restrictions and obligations required to be kept, performed, and fulfilled by Consultant under the terms and conditions of the Agreement and this Second Renewal Agreement. Consultant hereby restates that all Warranties and Covenants set forth in the Agreement remain true and correct as of the date hereof, and Consultant is not in default under the Agreement as of the date hereof.
- 4. **Second Renewal Term:** The parties agree to renew the Agreement for a period of twelve (12) months, commencing January 1, 2015, and ending December 31, 2015 ("**Second Renewal Term**"), unless terminated sooner, as provided in the Agreement.
- 5. **Scope of Services:** Consultant agrees to provide the "**Services**" set forth in Exhibits A, B and C of this Second Renewal Agreement, attached hereto and made a part hereof. "**Services**" means, collectively, the services, deliverables, duties and responsibilities described in Exhibits A, B and C of this Second Renewal Agreement and any and all work necessary to complete them, or, carry them out fully and to the standard of performance required in the Agreement. The Board retains

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE

final authority with respect to all Services related decisions. The Board may, from time to time, request changes in the scope of Services. Any such changes shall be documented by a written amendment, signed by both parties and the Board's General Counsel.

6. **Maximum Compensation:** For the Second Renewal Term, the total maximum compensation payable to Consultant shall not exceed the sum of **One Million One Hundred Thousand and zero/100 Dollars (\$1,100,000.00)** ("**Total Maximum Compensation**"), which is inclusive of all reimbursable expenses, and as may be amended from time to time. Compensation for Services during the Second Renewal Term shall be payable on a monthly basis at the rates set forth in Exhibit B.

Consultant shall only be reimbursed for **Reimbursable Expenses** as stated in Exhibit A, only if prior-approved and based upon actual expenses incurred, and upon review and approval of supporting documentation by the Board. The Board shall not be obligated to pay for any Services or reimbursable Project expenses that are not in compliance with this Second Renewal Agreement. In the event of early termination as provided in the Agreement, the Board shall only be obligated to pay for Services rendered or costs incurred up to the date of termination. In no event shall the Board be liable for any costs incurred or Services performed after the effective date of termination as stated in the Agreement. Consultant shall submit monthly invoices referencing this Agreement with such supporting documentation as may be requested by the Board. The Board shall process payment in its normal course of business.

7. **Notice Requirements:** From and after November 7, 2014, all notices to CPS shall be delivered as follows:

For matters relating to insurance pursuant to Section 19,

Board of Education of the City of Chicago
Risk Department
42 West Madison Street, 2nd floor
Chicago, Illinois 60602
Attention: Celeste Sullivan

With a copy to:

Chief Procurement Officer
Board of Education of the City of Chicago
Risk Department
42 West Madison Street, 9th floor
Chicago, Illinois 60602
Attention: Demetra Knowles

For all other notices pursuant to Section 35 of the Agreement:

IF TO THE BOARD: Board of Education of the City of Chicago
Department of Operations
42 West Madison Street, 2nd floor
Chicago, Illinois 60602
Attention: Chief Real Estate Officer

WITH A COPY TO: Board of Education of the City of Chicago
Law Department
One North Dearborn Street, 9th floor
Chicago, Illinois 60602
Attention: General Counsel

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE

- 8. Entire Agreement and Amendment:** This Second Renewal Agreement, including all its Exhibits, together with the Agreement, constitutes the entire agreement of the parties with respect to the matters contained herein. No modification of or amendment to this Second Renewal Agreement shall be effective, unless such modification or amendment is in writing and signed by both parties and the Board's General Counsel. Any prior agreements or representations, either written or oral, relating to the subject matter of this Second Renewal Agreement, which are in conflict with the terms and conditions of this Second Renewal Agreement are of no force or effect. This Second Renewal Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document. A signature delivered by facsimile or electronic means shall be considered binding on both parties. From and after the date this Second Renewal Agreement is executed and delivered by all parties, the term "Agreement" refers to the Original Agreement, the First Renewal Agreement and this Second Renewal Agreement, collectively.
- 9. Freedom of Information Act:** Consultant acknowledges that the Agreement, this Second Renewal Agreement and all related documents are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Second Renewal Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Vendor further acknowledges that this Second Renewal Agreement shall be posted on the Board's internet website at www.cps.edu.
- 10. MBE/WBE Plan:** Without prejudice to Section 34 of the Agreement, Consultant shall ensure 25% total MBE and 5% total WBE participation, and will be monitored on a quarterly basis.
- 11. Other Terms and Conditions:** Except as expressly provided otherwise in this Second Renewal Agreement, all terms and conditions of the Agreement are and shall remain in full force and effect during the Second Renewal Term.

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THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE

IN WITNESS WHEREOF, the parties hereto have executed this Second Renewal Agreement as of the last date set forth below.

THE BOARD OF EDUCATION
OF THE CITY OF CHICAGO *gmc*

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

Attest: *Estela G. Beltran 1/27/15*
Estela G. Beltran, Secretary

Date: *1/27/15*

Board Report No.: 14-1022-PR6-1

Approved as to legal form: *(gmc)*

James L. Bebley
James L. Bebley, General Counsel

THE CONCORD CONSULTING GROUP OF
ILLINOIS, INC.

By: *Eamon C. Ryan*

Name: *EMMON RYAN*

Title: *SENIOR VICE PRESIDENT*

Date: *12/19/14*

Attachments: Exhibit A -- Scope of Services, Compensation & Expenses; Exhibit B—Cost Proposal; and Exhibit C -- Key Personnel

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE

EXHIBITS A, B and C
(THE CONCORD CONSULTING GROUP OF ILLINOIS, INC.)

Board Report No. 14-1022-PR6

Name of Project: Cost Estimating Services Second Renewal

CPS Project Manager: Elizabeth (Betsy) Smith **Phone:** (773) 553-3191 **E-Mail:** ejfisk@cps.edu

Consultant Project Manager: Eamon Ryan **Phone:** (312) 424-0250 Ext. 124 **E-Mail:** eryan@concord-cc.com

Term of Performance: January 1, 2015 through December 31, 2015 ("**Second Renewal Term**")

The Board of Education of the City of Chicago, a body politic and corporate (the "**Board**" or "**CPS**") and The Concord Consulting Group of Illinois, Inc., entered into a certain COST ESTIMATING SERVICES AGREEMENT, with a Term commencing on July 2, 2012, and ending December 31, 2013 ("**Original Agreement**"), with three (3) options of twelve (12) months each, to renew the Agreement; as renewed by that certain AGREEMENT EXERCISING THE FIRST OPTION TO RENEW THE COST ESTIMATING SERVICES AGREEMENT with a commencement date of January 1, 2014, and ending December 31, 2014 (the "**First Renewal Agreement**", and collectively with the Original Agreement referred to herein as the "**Agreement**"), with two (2) options of twelve (12) months each remaining to renew the Agreement; and the Agreement is further renewed pursuant to that certain AGREEMENT EXERCISING THE SECOND OPTION TO RENEW THE COST ESTIMATING SERVICES AGREEMENT with a commencement date of January 1, 2015, and ending December 31, 2015 (the "**Second Renewal Agreement**"), with one (1) option of twelve (12) months remaining to renew the Agreement.

This Scope of Services shall be conducted pursuant to the terms and conditions of the Second Renewal Agreement, for the duration of the Second Renewal Term. Defined terms used in these Exhibits shall have the same meanings as those ascribed to such terms in the Original Agreement, the First Renewal Agreement and the Second Renewal Agreement, collectively.

Exhibit A
SCOPE OF SERVICES, COMPENSATION & EXPENSES

1. STATEMENT OF WORK

The estimating work includes estimating costs for demolition, renovation, new construction, utilities, etc. Estimates are required during various phases of design and during construction to review and validate the cost implications associated with change management. The estimates shall be organized by the updated 2010 Construction Standards Institute ("CSI") MasterFormat. The work processes and methodologies shall be developed and implemented with due consideration to CPS policies and Project delivery calendars.

The Consultant must possess the necessary aptitude to develop the expert knowledge of estimating principles including a real understanding of how a Project will actually be built from site assessment through design development Project closeout.

2. DETAILS OF SERVICES:

Within two (2) to ten (10) working days after Consultant's receipt of the Board's request for each Service listed below, Consultant shall articulate, in writing, responses through examples and scenarios to the following outline:

- A. Provide complete cost estimates while allowing 2 to 10 working days maximum per Project; ranging from \$10,000 to \$20,000,000 per Project for a total of \$300,000,000. Often times, 5-10 estimates will be required per week.
 - B. Demonstrate familiarity with school construction in the City of Chicago in the form of a narrative and matrix indicating Project name, scope and Project cost for new construction and renovations.
 - C. Provide on-screen and digitizer take-offs and pricing including escalation rates/factors.
 - D. Derive material quantities and productivity units from Building Information Modeling (BIM) design environment.
 - E. Provide estimates at various milestones of the design life-cycle, such as transfer estimates 75% design, 100% design and out to bid ("OTB") estimates.
 - F. Provide assessment costing tables to supplement the CPS Biannual assessment tool to assist with long-term capital plan. This data will be provided and populated by Consultant on a Board provided template.
 - G. Review Job Order Costing Proposals for accuracy.
 - H. Review all change orders using Oracle Contracts Manager.
 - I. Provide accurate estimates including statistical analysis with respect to construction trends, material price changes, Leadership in Energy and Environmental Design ("LEED") requirements, environmental, labor dispute and other influences in the market place.
 - J. Provide the Schedule of Values ("SOV") from the above bid estimates and identify areas that might require increased Project control efforts to mitigate front-end loading and over expenditures.
- The above list is not exhaustive and CPS reserves the right to add additional services as necessary.

3. COMPENSATION AND REIMBURSEABLE EXPENSES

A. Compensation:

- 1) Consultant shall be required to submit electronic timesheets weekly to the Board for review. Any timesheets not submitted on a weekly basis may be ineligible for compensation.
- 2) Authorization requests shall be submitted to, and approved by, the CIP Director of Construction for any services being performed.

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE

B. Reimbursable Expenses:

Consultant shall be entitled to reimbursement for the following direct Project expenses related solely to Project activities based upon actual expenses incurred with supporting documentation, without any administrative or handling charges and subject to the limitations outlined herein ("**Reimbursable Expenses**"):

- 1) Transportation Expenses:
 - Mileage for personal or company vehicles when used for travel to multiple Project sites only. Rate shall be determined by the Board.
 - Travel outside the City of Chicago requires pre-authorization and written approval by the Board.
 - Project related parking fees and taxi fares.

- 2) Reproduction:
 - Charges for copying and printing of Project documents and photographs when provided by an outside vendor and upon Board approval. Pre-authorization for these expense are required as the Board is moving toward a completely electronic, work flow based system and paper reproduction is expected to be minimized.
 - Copying, faxing, and printing in-house are not Reimbursable Expenses. Special printing may be allowed with written Board approval.

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE

Exhibit B
COST PROPOSAL

The Cost Estimating Services are based on an hourly rate as follows

	<u>Base Rate</u>
Eamon Ryan (Principal)	\$72.12
Maurizio Magalli (Senior MEP Cost Estimator)	\$59.62
John Tilleman (Senior Cost Estimator)	\$52.40
Robert White (Senior Mechanical Estimator)	\$42.55
Derek McLoughlin (Senior Cost Estimator)	\$38.94
Richard Bertovic (Senior Cost Estimator)	\$39.42
Josh Houston (Cost Estimator)	\$38.94
Seamus Wallace (Cost Estimator)	\$34.13
Ken Osborne (Cost Estimator)	\$27.88
Christian Flores (Technician)	\$35.34
Cost Estimator (SPAAN TECH)	\$34.00
Cost Estimator (Starr Design)	\$34.00

In addition to the hourly rates above, Consultant shall have time spent multiplied by 2.5, regardless of the size of the Project or its dollar worth. Therefore, Consultant shall be paid based on the number of hours worked, multiplied by the corresponding hourly rate, and further multiplied by 2.5.

For example, 2 hours worked by Eamon Ryan on a Project, will be entitled to a compensation of: 2 hours x \$72.12 x 2.5 = \$360.60

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE

**Exhibit C
KEY PERSONNEL**

Additional Key Personnel shall be determined by mutual agreement between the parties.

AUTHORIZE THE FINAL RENEWAL AGREEMENT WITH THE CONCORD CONSULTING GROUP OF ILLINOIS FOR COST ESTIMATING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the final renewal agreement with The Concord Consulting Group of Illinois to provide cost estimating services to the Department of Facilities for our Capital Program at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 12-250007

Contract Administrator : Hernandez, Miss Patricia / 773-553-2280

VENDOR:

- 1) Vendor # 46678
CONCORD CONSULTING GROUP OF
ILLINOIS INC, THE
55 EAST MONROE STREET
CHICAGO, IL
EAMON RYAN
312 424-0250
312-424-0252
Ownership: Edward Stritch - 80%, John
Duggan - 10% And Eamon Ryan -10%

USER INFORMATION :

Contact:
11860 - Facility Operations & Maintenance

42 West Madison Street

Chicago, IL 60602

Osland, Mr. Paul G.

773-553-2960

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 12-0523-PR16) in the amount of \$1,125,000 was for a term commencing upon contract execution and ending December 31, 2013, with the Board having three (3) options to renew for one (1) year term. The first renewal agreement (authorized by Board Report 13-1218-PR7) in the amount of \$1,100,000 was for a term commencing January 1, 2014 and ending December 31, 2014. The second renewal agreement (authorized by Board Report 14-1022-PR6) in the amount of \$1,100,000 was for a term commencing January 1, 2015 and ending December 31, 2015. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The term of this agreement is being renewed for one (1) year commencing January 1, 2016 and ending December 31, 2016.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Vendor will continue to provide cost estimating services for all work associated with school construction projects, whether by Operations and Maintenance, Capital or Public Building Commission including, but not limited to, the following:

Provide on-screen and digitizer take-offs and pricing including escalation rates/factors.

Derive material quantiles and productivity units from Building Information Modeling (BIM) design environment.

Provide estimates at various milestones of the design life cycle, such as transfer estimates, 75% design, 100% design, and out-to-bid ("OTB") estimates.

Provide assessment and costing tables to supplement the CPS biannual assessment tool to assist with long term capital plan.

Review Job Order Costing Proposal for accuracy.

Provide accurate estimates including statistical analysis with respect to construction trends, material price changes, Leadership in Energy and Environmental Design ("LEED") requirements, environmental, labor disputes, and other influences in the market place.

Provide Schedule of Values ("SOV") for bid estimates and identify areas that might require increased project control efforts to mitigate front-end loading and over expenditures.

Review all change orders using Oracle Contracts Manager.

DELIVERABLES:

Vendor will continue to provide estimating services for demolition, renovation, new construction and utilities for entirety of the Board's portfolio, as required during various phases of design and during construction to review and validate the cost implications associated with base work and change management. The estimates will be organized by the updated 2010 Construction Standards Institute ("CSI") Master Format. Vendor's services will be delivered in a client focused manner, seamlessly and within a web-based integrated program management environment.

OUTCOMES:

Vendor's services will result in accurate cost data and analysis which will enable the effective and efficient management of the Board's Capital Improvement Program and Operations and Maintenance Program.

COMPENSATION:

Vendor shall be paid during this option period as specified in their agreement; total compensation not to exceed \$1,100,000, which is inclusive of all reimbursable expenses.

REIMBURSABLE EXPENSES:

Vendor shall be reimbursed for direct project expenses related solely to Project activities based upon actual expenses incurred upon review and approval of supporting documentation. The total compensation amount reflected herein is inclusive of all reimbursable expenses.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize Chief Facilities Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Participation in Goods and Services Contracts (M/WBE Plan). The goals for this contract are 25% total MBE and 5% total WBE, and will be monitored on a quarterly basis.

The vendor has scheduled the following firms:

Total MBE 25%

Spaan Tech, Inc.
311 South Wacker Drive, Ste. 2400
Chicago, IL 60606
Ownership: Ms. Smita N. Shah

Total WBE 5%

Starr Design Associates, Inc.
717 W. Oakdale
Chicago, IL 60657
Ownership: Yetta Starr

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund: Various Capital Funds
Department of Facilities - Parent Unit 12150
\$1,100,000 for FY 16 and FY17
Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

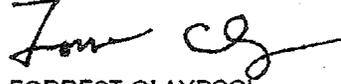
Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



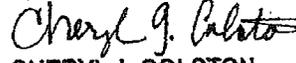
SÉBASTIEN de LONGEAUX
Chief Procurement Officer

Approved:



FORREST CLAYPOOL
Chief Executive Officer

Approved as to Legal Form: *gamm*



CHERYL J. COLSTON
Acting General Counsel

ATTACHMENT 1

Board Of Education Of The City Of Chicago Contract No. 12-0523-PR16

This Agreement will be posted on the CPS Internet website.

COST ESTIMATING SERVICES AGREEMENT

This COST ESTIMATING SERVICES AGREEMENT ("Agreement") is effective as of the last date written below ("Effective Date"), and is entered into by and between the Board of Education of the City of Chicago, a body politic and corporate (the "Board") and the Concord Consulting Group of Illinois Inc. (Consultant").

RECITALS

- A. On or about March 12, 2012, the Board issued a Request for Proposals for Cost Estimating Services (the "RFP") to the Board over a period beginning the Effective Date and ending December 31, 2013;
- B. The Board desires that Consultant render certain cost estimating services to the Board for its various schools and facilities, as more particularly described in this Agreement, as part of the Board's Capital Improvement Program (the "CIP") for various schools and facilities (hereinafter referred to as "Project" or "Projects"). Consultant is engaged in facility assessments and desires to provide such Services to the Board Facilities;
- C. Consultant acknowledges and agrees that the Board has retained Consultant in order to make available cost estimating services ("Services"), as set forth in Exhibit A attached hereto and incorporated herein, for the benefit of its various public schools and other Board facilities (collectively the "Board Facilities") located within the City of Chicago;
- D. The Board desires to engage Consultant under the terms and conditions of this Agreement pursuant to Consultant's response and submittals to the RFP; and
- E. Consultant has demonstrated expertise in providing such Services and represents to the Board that it has the requisite knowledge, skill, experience and other resources necessary to perform such Services, and is desirous of providing such services for the Board.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

- 1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.
- 2. **Term:** This Agreement is for a term commencing on the Effective Date and ending December 31, 2013 ("Term"), unless terminated sooner as provided herein. The Board has three (3) options to extend this Agreement for successive twelve (12) month periods.
- 3. **Scope of Services:** Consultant agrees to provide the Services to the CIP as set forth on Exhibit A attached hereto and incorporated herein, including the deliverables set forth thereon, in accordance with the terms and conditions of this Agreement. The parties acknowledge that the goal of these Services is to provide for the effective and efficient overall management of the CIP. The Board retains final authority with respect to all Services related decisions. The Board may, from time to time, request changes in the Services by issuing a written clarification letter to Consultant from the Board's Chief Operating Officer ("COO"). Any such changes in Services which will increase the maximum compensation payable to Consultant hereunder shall also be documented by an amendment to this Agreement duly authorized by the Board.
- 4. **Compensation:** Compensation for Services during the Term shall be payable on a monthly basis at the rates set forth in Exhibit B1 (attached hereto and made a part hereof). Consultant may be reimbursed for those expenses identified in Exhibit B2 ("Reimbursables") attached hereto and made a part hereof. The maximum compensation payable to Consultant during the

Term for all Services and Reimbursables shall not exceed the sum of One Million One Hundred Twenty-Five and 00/100 Dollars (\$1,125,000) in the aggregate. The Board shall not be obligated to pay for any Services or Reimbursables not in compliance with this Agreement. The Board shall not be obligated to pay for any Services not in compliance with this Agreement. In the event of early termination of this Agreement, the Board shall only be obligated to pay for Services rendered or costs incurred up to the date of termination. In no event shall the Board be liable for any costs incurred or Services performed after the effective date of termination as provided herein. Consultant shall submit monthly invoices referencing this Agreement with such supporting documentation as may be requested by the Board. The Board shall process payment in its normal course of business.

5. **Billing and Payment Procedures; Electronic Payments:**

- A. **Billing and Payment Procedures:** All invoices must include: a valid purchase order number, itemized description of the services rendered and/or materials delivered, date the services were rendered, date the materials were delivered, invoice date, and invoice amount. Invoices shall be submitted in a timely manner. The final invoice shall be submitted no later than ninety (90) days after the expiration or termination of this Agreement. If Consultant has more than one contract with the Board, separate invoices must be submitted for each contract. The Board shall process payments in its normal course of business after receipt of invoices and all supporting documentation necessary for the Board to verify the Services provided under this Agreement. Original invoices must be sent to: Chicago Public Schools, Accounts Payable, P.O. Box 661, Chicago, Illinois, 60690-0661.
- B. **Electronic Payments:** Consultant agrees that, at the Board's sole discretion, the Board may make payment electronically to Consultant for any and all amounts due to Consultant pursuant to this Agreement by means of the Board's procurement charge card account. Consultant recognizes that any charge to the Board's procurement charge card that is in excess of the open remaining amount as stipulated in the applicable Purchase Order, or any charge unaccompanied by the requisite documentation and data as required by the Board, shall be deemed invalid and disputed by the Board. Consultant further recognizes that, in the absence of any supporting documentation as may be required by the Board, payments associated with disputed charges shall be rescinded by the Board and deemed not owed by the Board. Consultant agrees to comply with the rules, procedures and documentation required for electronic payment via the Board's procurement charge card as established by the Board's Department of Procurement and Contracts.

6. **Key Personnel:**

- A. **Adequate Staffing:** Consultant must assign and maintain during the term of this Contract and any renewal of it, an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Consultant must include among its staff the Key Personnel and positions, if any, as identified below. If the Board determines, in its sole discretion that any employee, subcontractor or other person providing Services hereunder for the Consultant is not performing in accordance with the performance standards or other requirements of this Agreement the Board shall have the right to direct the Consultant to remove that person from performing Services under this Contract.
- B. **Key Personnel:** This Contract may list individuals of the Consultant who have particular expertise on which the Board is relying ("Key Personnel") as set forth in Exhibit C attached hereto and made a part hereof. Consultant may not reassign or replace Key Personnel without the written consent of the Board, which consent shall not be unreasonably withheld

or delayed. If one or more Key Personnel terminate their employment with Consultant or otherwise become unavailable for reasons beyond Consultant's reasonable control, Consultant shall promptly replace such person with another person with comparable training and experience, subject to the approval of the Board, which approval shall not be unreasonably withheld or delayed.

7. **Standards of Performance:** Consultant shall devote, and shall cause all of its staff and subcontractors to devote, such of their time, attention, best skill and judgment, knowledge and professional ability as is necessary to perform all Services effectively, efficiently and consistent with the best interests of the Board and to the satisfaction of the COO. Consultant shall retain and utilize sufficient staff to assure the most effective and efficient performance of Services and shall utilize, as required by law or by this Agreement, professionals licensed to practice in the State of Illinois in the applicable profession. Consultant shall use efficient business administration methods and perform the Services in the best way and in the most expeditious and economical manner consistent with the best interests of the Board, so as to assure, among other things, that the Services are performed at a reasonable cost to the Board and that Services performed by other entities or persons in connection with this Agreement are efficiently and cost-effectively delivered. Consultant acknowledges and accepts a relationship of trust and confidence with the Board and agrees to cooperate with the Board, and all other persons or entities which may be retained by the Board, in performing Services to further the best interests of the Board. Consultant understands that it does not have the authority to represent or commit the Board to any obligation hereunder without first obtaining approval from the COO and/or his designee.
8. **Non-appropriation:** Expenditures not appropriated by the Board in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the Board for performance under this Agreement, the Board shall notify Consultant and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated.
9. **Audit and Document Retention:** Consultant shall furnish the Board with such information as may be requested relative to the progress, execution and costs of the Services. Consultant shall maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to Consultant's Services under this Agreement. All records referenced above shall be retained for five (5) years after completion of Services and shall be subject to inspection and audit by the Board. Consultant shall include in all subcontractor agreements for Services, provisions requiring subcontractors to maintain the above-described records and allowing the Board the same right to inspect and audit said records as set forth herein.
10. **Termination:**
 - A. **Termination for Convenience.** If at any time during the Term, the Board determines, in its sole discretion, that the Services provided by Consultant are no longer in its best interest, the Board shall have the option to terminate this Agreement upon thirty (30) calendar days written notice to Consultant.
 - i) After notice is received, Consultant must restrict its activities and those of its subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth herein in the provisions regarding compensation and payment.

ii) Consultant must include in its contracts with subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the Board arising from termination of subcontracts after the early termination of this Agreement.

iii) Consultant shall not be entitled to make any early termination claims against the Board resulting from any subcontractor's claims against Consultant or the Board to the extent inconsistent with this provision.

B. **Suspension of Services.** The Board may, upon thirty (30) calendar day's written notice, request that Consultant suspend Services in whole or part. Consultant shall promptly resume performance of Services upon written notice from the Board and upon such equitable extension of time as may be mutually agreed upon in writing by the Board and Consultant. Responsibility for any additional costs or expenses actually incurred by Consultant as a result of remobilization shall be paid by the Board.

C. **Consultant Events of Default.** Events of default ("Events of Default") include, but are not limited to, the following:

i) Any material misrepresentation by Consultant in the inducement of this Agreement or the performance of Services

ii) Breach of any agreement, representation or warranty made by Consultant in this Agreement.

iii) Failure of Consultant to perform in accordance with or comply with the terms and conditions of this Agreement, including, but not limited to, the following:

a) Action or failure to act which affects the safety and/or welfare of students or Board staff;

b) Failure to perform in accordance with terms, conditions and specifications of this Agreement;

c) Failure to provide any portion of the Services herein at the time fixed for performance and in the manner specified herein;

d) Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services due to a reason or circumstances within Consultant's reasonable control;

e) Failure to perform the Services in a manner satisfactory to the Board;

f) Failure to promptly re-perform Services within a reasonable time that were determined by the Board to be incomplete or unsatisfactory;

g) Discontinuance of the Services for reasons not beyond Consultant's reasonable control; or

h) Failure to comply with any term of this Agreement, including but not limited to, the provisions concerning insurance and nondiscrimination, and any other acts specifically and expressly stated in this Agreement constituting an Event of Default.

iv) Assignment by Consultant for the benefit of creditors or consent by Consultant to the appointment of a trustee or receiver or the filing by or against Consultant.

v) Default by Consultant under any other agreement Consultant may presently have or may enter into with the Board;

- vi) Any action or failure to act by Consultant which affects the safety and/or welfare of students or Board staff; and
- vii) Assignment by Consultant for the benefit of creditors or consent by Consultant to the appointment of a trustee or receiver or the filing by or against Consultant of any petition or proceeding under any bankruptcy, insolvency or similar law.

D. **Remedies.** The occurrence of any Event of Default which Consultant fails to cure within fifteen (15) calendar days after receipt of notice given in accordance with the terms of this Agreement and specifying the Event of Default or which, if such Event of Default cannot be reasonably cured within fifteen (15) calendar days after notice, Consultant fails to commence and continue diligent efforts to cure, in the sole opinion of the Board, may permit the Board to declare Consultant in default. Whether to declare Consultant in default is within the reasonable discretion of the Board. Written notification of an intention of the Board to terminate this Agreement, in whole or in part shall be provided and shall be final and effective upon Consultant's receipt of such notice. Upon the giving of such notice as provided in this Agreement, the Board may invoke any or all of the following remedies:

- i) Take over and complete the Services or any part thereof, by agreement or otherwise as agent for and at the cost of Consultant either directly or through others. Consultant shall be liable to the Board for any excess costs incurred by the Board. Any amount due Consultant under this Agreement or any other agreement Consultant may have with the Board may be offset against amounts claimed due by the Board.
- ii) The right to terminate this Agreement, in whole or in part, as to any or all of the Services yet to be performed effective at a time specified by the Board.
- iii) Suspend Services during the fifteen (15) day cure period if the default results from Consultant's action or failure to act which affects the safety and/or welfare of students or Board staff.
- iv) Seek specific performance, an injunction or any other appropriate equitable remedy.
- v) Receive from Consultant any and all damages incurred as a result or in consequence of an Event of Default.
- vi) Money damages.
- vii) Withhold all or part of Consultant's compensation under this Agreement.
- viii) Deem Consultant non-responsible in future agreements to be awarded by the Board.

If the Board considers it to be in its best interest, it may elect not to declare Consultant in default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the Board and that if the Board permits Consultant to continue to provide the Services despite one or more Events of Default, Consultant shall in no way be relieved of any responsibilities, duties or obligations under this Agreement nor shall the Board waive or relinquish any of its rights to declare an event of default in the future.

The remedies under this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to

exercise any right or power accruing upon any Event of Default shall be construed as a waiver of any Event of Default or acquiescence thereto, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

If the Board's election to terminate this Agreement for default under this Section is determined by a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered an early termination pursuant to Section 10 A above.

11. **Turnover of Documents and Records.** Upon demand of the Board after termination of this Agreement for any reason or the expiration of this Agreement by its terms, Consultant shall turn over to the Board or its designee within five (5) days of demand, all materials, supplies, equipment owned or purchased by the Board, completed or partially completed work analyses, data, computer disks, documents and any other information relating in any way to this Agreement or the performance or furnishing of Services, except that Consultant may keep a copy of such information for its own records.

12. **Confidential Information, Dissemination of Information, Ownership, Survival:**

A. **Confidential Information.**

In performance of Services to the Board, Consultant may have access to or receive certain information that is not generally known to others ("Confidential Information"). Consultant agrees not to use or disclose any Confidential Information or any records. Consultant acknowledges that Confidential Information includes, but is not limited to, proprietary information, copyrighted material, educational records, employee data, information relating to health records, and other information of a personal nature. Consultant shall not use or disclose any Confidential Information or any finished or unfinished, documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow charts, methods, processes, data, data studies, drawings, maps, files, records, computer printouts, designs, equipment descriptions, or other materials prepared or generated as a result of this Contract ("Work Product") without the prior written consent of the Board. Consultant shall use at least a commercially reasonable standard of care in the protection of the Confidential Information of the Board. Upon the expiration or termination of this Contract, Consultant shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Board along with all copies thereof in its possession.

It is understood that, once such information becomes known to third parties or the general public through a source other than Consultant, such information shall no longer be considered Confidential Information for purposes of this Agreement.

B. **Dissemination of Information.** Consultant agrees not to use or disclose any Confidential Information or any records, reports or documents prepared or generated as a result of this Agreement ("Work Product") without the prior written consent of the Board. Consultant shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall Consultant disseminate any information regarding Services without the prior written consent of the Board. In the event that Consultant is presented with a request for documents by any administrative agency or with a *subpoena duces tucem* regarding any records, data, or Work Product which may be in Consultant's possession as a result of Services under this Agreement, Consultant shall immediately give notice to the Board and its General Counsel with the understanding that the Board shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant will not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or *subpoena* is quashed or withdrawn, or the time to produce is otherwise extended. Consultant agrees to cause its

personnel, staff and subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Consultant under this Agreement.

- C. **Ownership.** Consultant agrees that, to the extent permitted by law, any and all Work Product shall exclusively be deemed "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. 101§ *et seq.* To the extent any Work Product does not qualify as a "work for hire," Consultant irrevocably grants, assigns, and transfers to the Board all right, title, and interest in and to the Work Product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All intellectual property, Confidential Information, and Work Product shall at all times be and remain the property of the Board. Consultant shall execute all documents and perform all acts that the Board may request in order to assist the Board in perfecting or protecting its rights in and to the Work Product and all intellectual property rights relating to the Work Product. All of the foregoing items shall be delivered to the Board upon demand at any time and in any event, shall be promptly delivered to the Board upon expiration or termination of this Contract within three (3) business days of demand. In addition, Consultant shall return the Board's data in the format requested by the Board. If any of the above items are lost or damaged while in Consultant's possession, such items shall be restored or replaced at Consultant's expense.
- D. **Injunctive Relief:** In the event of a breach or threatened breach of this Section, Construction Manager acknowledges and agrees that the Board would suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, Consultant agrees that the Board shall be entitled to immediate injunctive relief to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition and without prejudice to such rights that the Board may have in equity, by law or statute.
- E. **Freedom of Information Act.** Consultant acknowledges that this Agreement and all documents submitted to the Board related to this Agreement are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Consultant further acknowledges that this Agreement shall be posted on the Board's Internet website at www.cps.edu.
- F. **Survival.** The provisions of this paragraph shall survive the termination or expiration of this Agreement.
13. **Representations and Warranties of Consultant:** Consultant represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct (as may be modified from time to time subject to Board approval) during the Term of this Agreement:
- A. **Contractor's Disclosure Form.** The disclosures in the Contractor's Disclosure Form submitted by Consultant to the Department of Procurement and Contracts are true and correct. Consultant shall promptly notify the Board of any material change in information set forth therein, including, but not limited to, change in ownership or control, and any such change shall be subject to Board approval which shall not be unreasonably withheld.
- B. **Licensed Professionals.** Services required by law or by this Agreement to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline.

- C. **Financially Solvent.** Consultant warrants that it is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to complete all Services and perform all obligations under this Agreement.
- D. **Technical Accuracy.** Consultant warrants that all Services will be technically accurate and correct.
- E. **Compliance with Laws.** Consultant is and shall remain in compliance with all local, State and Federal laws, ordinances, regulations and statutes relating to this Agreement and the performance of Services, including, but not limited to, the Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, the Drug-Free Workplace, and any others referenced in this Agreement relating to non-discrimination. Further, Consultant is and shall remain in compliance with all Board policies and rules.
- F. **Gratuities.** No payment, gratuity or offer of employment was made to Consultant, any of its members if a joint venture or, to the best of Consultant's knowledge, to any subcontractors, in relation to this Agreement or as an inducement for award of this Agreement. Consultant is and shall remain in compliance with all applicable anti-kickback laws and regulations.
- G. **Good Standing.** Consultant, each of its joint venture members if a joint venture, and each of its subcontractors, if any, are not in default or have not been deemed by the Board's Chief Purchasing Officer to be in default under any other agreement with the Board during the five (5) year period immediately preceding the effective date of this Agreement, and have not been debarred under the Board's Debarment Policy during the three (3) year period immediately preceding the effective date of this Agreement.
- H. **Authorization.** Consultant has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Consultant is duly authorized by Consultant and has been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Consultant.
- I. **Criminal History Records Search.** Consultant represents and warrants that, at its own cost and expense, it shall have a complete fingerprint-based criminal history records check ("**Records Check**") conducted on any and all employees, agents and subcontractors ("**Staff**") who may have direct, daily contact with CPS students under this Agreement in accordance with the *Illinois School Code* (§105 ILCS 5/34-18.5); the *Sex Offender and Child Murderer Community Notification Law*, created under Illinois Public Act 94-219, eff. August 2005; and the *Child Murderer Violent Offender Against Youth Notification Law*, created under Public Act 94-945. Such complete Records Check consists of the following:
- fingerprint-based checks through the Illinois State Police (ISP) and the FBI,
 - check of the Illinois Sex Offender Registry (IL-SOR), and
 - check of the Violent Offender Against Youth Registry (see below).

The purpose of the Records Check is to confirm that none of these persons have been convicted of any of the criminal or drug offenses enumerated in subsection (c) of §105 ILCS 5/34-18.5 or any offenses enumerated under the *Sex Offender and Child Murderer Community Notification Law*, or the *Child Murderer Violent Offender Against Youth Notification Law*, or have been convicted within the past seven (7) years of any other felony under the laws of Illinois or of any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in the State of Illinois, would have been punishable as a felony under the laws of Illinois.

Consultant understands and agrees that it shall not allow any of its employees or

subcontractors to have direct regular contact with a CPS student until a Records Check has been conducted for such person and the results of the Records Check satisfies the requirements of §105 ILCS 34-18.5 and the requirements of the Acts and Laws referenced in the preceding paragraph, as amended from time to time.

If Consultant is an individual, Consultant represents and warrants that Consultant is in compliance with Section 5/34-18.5 of the Illinois School Code as from time to time amended, and has never been convicted of the offenses enumerated therein. Further, Consultant agrees to submit to the above procedure regarding background investigations and to fully cooperate and provide the Board with all necessary information in order for the Board to perform all such above checks on Consultant, all at Consultant's expense.

It is understood and agreed that Consultant's non-compliance with this Section 11.8 will constitute a material breach of this Agreement, and the Board also will have the right to withhold payments due hereunder until Consultant remedies such non-compliance to the Board's reasonable satisfaction, or take any other action or remedy available under this Agreement or by law.

- J. **Research Activities and Data Requests:** Consultant acknowledges and agrees that in the event Consultant seeks to conduct research activities in the Chicago Public Schools or use CPS student data for research purposes in connection with this Agreement, Consultant shall comply with the Board's Research Study and Data Policy adopted on November 14, 2007, as may be amended from time to time. Consultant acknowledges and agrees that it may not begin any research activities or obtain data for research purposes without the prior written consent of the Chief Officer of the Office of Research, Evaluation and Accountability or his/her designee.
- K. **Prohibited Acts:** Within the three (3) years prior to the effective date of this Agreement, Consultant or any of its members if a joint venture or a limited liability company, or any of its or their respective officers, directors, shareholders, members, managers, other officials, agents or employees (i) have not been convicted of bribery or attempting to bribe a public officer or employee of any public entity and (ii) have not been convicted of agreeing or colluding among contractors or prospective contractors in restraint of trade, including bid-rigging or bid-rotating, as those terms are defined under the Illinois Criminal Code.
14. **Independent Contractor:** It is understood and agreed that the relationship of Consultant to the Board is and shall continue to be that of an independent contractor and neither Consultant nor any of Consultant's staff, agents, employees or subcontractors shall be entitled to receive Board employee benefits. It is further understood and agreed that the Board shall not be responsible for, nor incur any liability for, any State or Federal withholding or other taxes or for FICA or State unemployment insurance for Consultant, its agents, employees or subcontractors, and the payment of any such taxes incurred or due by Consultant shall be the sole responsibility of Consultant. Consultant agrees that neither Consultant nor its staff or subcontractors shall represent themselves as employees or agents of the Board. Consultant shall provide the Board with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including, but not limited to, a social security number or a federal employer identification number.
15. **Indemnification:** Consultant agrees to defend, indemnify and hold harmless the Board, its members, employees, agents, officers and officials from and against liabilities, losses, penalties, damages and expenses, including costs and reasonable attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character arising or alleged to arise out of the negligent or willful acts or omissions of Consultant, its officials, agents, employees and subcontractors in the performance of this Agreement.

Consultant shall, at its own cost and expense, appear, defend and pay all reasonable attorney fees and other costs and expenses arising hereunder. In addition, if any judgment shall be rendered against the Board in any such action, Consultant shall, at its own expense, satisfy and discharge such obligation of the Board. The Board shall have the right, at its own expense, to participate in the defense of any suit, without relieving Consultant of any of its obligations hereunder. The Board retains final approval of any and all settlements or legal strategies which involve the interest of the Board.

However, if Consultant, after receiving notice of any such proceeding, fails to immediately begin the defense of such claim or action, the Board may (without further notice to Consultant) retain counsel and undertake the defense, compromise, or settlement of such claim or action at the expense of Consultant, subject to the right of Consultant to assume the defense of such claim or action at any time prior to settlement, compromise or final determination thereof. The cost and expense of counsel retained by the Board in these circumstances shall be borne by Consultant and Consultant shall be bound by, and shall pay the amount of, any settlement, compromise, final determination or judgment reached while the Board was represented by counsel retained by the Board pursuant to this paragraph, or while Consultant was conducting the defense.

To the extent permissible by law, Consultant waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any losses, including any claim by any employee of Consultant that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2nd 155 (1991)). The Board, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

The indemnities set forth herein shall survive the expiration or termination of this Agreement.

16. **Disclaimer:** No provision of this Agreement, nor any act of the Board or the Consultant shall be deemed or construed by either of the parties, or by third persons, to create any relationship of third party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the Board or the Consultant.
17. **Non-Liability of Board Officials:** Consultant agrees that no Board member, employee, agent, officer or official shall be personally charged by Consultant, its members if a joint venture, or any subcontractors with any liability or expense under this Agreement or be held personally liable under this Agreement to Consultant, its members if a joint venture, or any subcontractors.
18. **Board Not Subject to Taxes:** The federal excise tax does not apply to the Board by virtue of Exemption Certificate No. 36-600584, and the State of Illinois sales tax does not apply to the Board by virtue of Exemption No. E9997-7109. The compensation set in the Schedule of Compensation is inclusive of all other taxes that may be levied or based on this Agreement, including without limitation sales, use, nonresident, value-added, excise, and similar taxes levied or imposed on the Services to be provided under this Agreement, but excluding taxes levied or imposed on the income or business privileges of the Consultant. The Consultant shall be responsible for any taxes levied or imposed upon the income or business privileges of the Consultant.
19. **Insurance:** Consultant, at its own expense shall procure and maintain insurance covering all operations under this Agreement, whether performed by Consultant or by a subcontractor. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service unless a written waiver is granted by the Board's Bureau of Risk and Benefits Management. At any time upon request, Consultant shall submit to the Board satisfactory evidence of insurance coverage. Minimum insurance requirements are:

A. **Workers' Compensation and Employers' Liability Insurance.**

Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance covering all employees who are to provide Services under this Contract with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence. The workers' compensation policy must contain a waiver of subrogation clause.

B. **Commercial General Liability Insurance (Primary and Umbrella):**

Commercial General Liability Insurance or equivalent with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage liability. Coverage shall include, but not be limited to the following: all operations, contractual liability, independent contractors, products/completed operations (for a minimum of two (2) years following completion) and defense. The Board and its employees shall be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from services provided by Consultant.

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

C. **Automobile Liability Insurance.**

Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with Services to be performed, with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

D. **Professional Liability/Errors and Omissions.**

If professional services are rendered, Consultant shall maintain such coverage with limits of not less than Two Million and 00/100 Dollars (\$2,000,000.00) per claim for errors and omissions in conjunction with professional services inclusive of assumption of contractual liability. The policy shall have a retroactive date effective with the commencement of professional services and have an extended reporting period of not less than two (2) years following completion of such professional service.

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

E. **Umbrella/Excess Liability Insurance:** Umbrella or Excess Liability Insurance with limits not less than Two Million Dollars (\$2,000,000.00) per occurrence, which will provide additional limits for employers' general and automobile insurance and shall cover the Board and its employees, subject to that of the primary coverage.

F. **Insurance-Additional Insured.**

The Consultant shall have its general and automobile liability insurance policies endorsed to provide that the "Board of Education of the City of Chicago, a body corporate and politic, and its members, employees and agents, and any other entity as may be designated by the Board are named as ADDITIONAL INSURED on a primary basis without recourse or right of contribution from the Board."

Insurance Certificates.

Before commencing work under this Agreement, the Consultant shall have its insurance company or its representative submit an insurance certificate evidencing insurance coverage maintained by the Consultant and indicating that the Board of Education and its employees as well as any other entity designated by the Board are additional insureds on

the general and automobile liability insurance and must evidence thirty (30) days prior written notice of material change, cancellation or non renewal of any policy maintained by Consultant be given to:

Board of Education of the City of Chicago
Risk Department
125 South Clark Street 7th Floor
Chicago IL 60603
Attention: Celeste Sullivan

Copy to: Chief Procurement Officer
Board of Education of the City of Chicago
125 S. Clark Street, 10th floor
Chicago, Illinois 60603
ATTN: Demetra Knowles

Consultant's failure to carry or document required insurance shall constitute a breach of this Agreement and any failure by the Board to demand or receive proof of insurance coverage shall not constitute a waiver of Consultant's obligation to obtain the required insurance. The Board will not pay the Consultant for any work if satisfactory proof of insurance is not provided before the commencement of Services. The Board reserves the right to obtain copies of insurance policies and insurance records by written request at any time from the Consultant or its subcontractors and to modify, delete, alter or change insurance requirements at any time.

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Consultant. Any insurance or self-insurance programs maintained by the Board of Education do not contribute with insurance provided by the Consultant under this Contract.

Consultant shall require any subcontractors under this Agreement to maintain comparable insurance which shall name the Consultant, the Board inclusive of its members, employees and agents, and any other entity designated by the Board as Additional Insureds. The Consultant will maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements.

20. **Non-Discrimination:** It shall be an unlawful employment practice for Consultant or any of its subcontractors to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, or the terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, age, disability, marital status, parental status, military discharge status, or national origin; or to limit, segregate, or classify employees or applicants for employment from equal employment opportunities or otherwise adversely affect an individual's status as an employee because of such individual's race, color, religion, sex, age, disability, marital status, parental status, military discharge status, or national origin. Consultant shall comply with the Civil Rights Act of 1964, 42 U.S.C.A. §2000, *et seq.*, as amended; the Age Discrimination in Employment Act, 29 U.S.C.A. §621, *et seq.* The Rehabilitation Act of 1973, 29 U.S.C.A. §701, *et seq.*, as amended; the Americans with Disabilities Act, 42 U.S.C.A. §12101, *et seq.*; the Illinois Human Rights Act, 775 ILCS 5/1-10, as amended; and the Chicago Human Rights Ordinance, MCC ch. 2-160.
21. **Assignment:** This Agreement shall be binding on the parties and their respective successors and assigns; provided, however, Consultant may not assign this Agreement or any obligations imposed hereunder without the prior written consent of the Board.
22. **Continuing Obligation To Perform:** In the event of any dispute between Consultant and the Board, Consultant shall expeditiously and diligently proceed with the performance of all of its obligations under this Agreement with a reservation of all rights and remedies it may have under or pursuant to this Agreement at law or in equity.

23. **Survival/Severability:** All express representations or indemnifications made or given in this Agreement shall survive the completion of Services by Consultant or the termination of this Agreement for any reason. If any provision or part of this Agreement is held to be unenforceable, this Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects this Agreement shall remain in full force and effect; provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.
24. **Governing Law:** This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.
- Consultant irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of this Agreement. Consultant agrees that service of process on Consultant may be made, at the option of the Board, by either registered or certified mail to the address and to the person set forth on the Signature Page or to such other address or person as may be designated by Consultant in writing, to the office actually maintained by Consultant or by personal delivery on any officer, director or managing or general agent of Consultant. If any action is brought by Consultant against the Board concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.
25. **Waiver:** No delay or omission, or series of delays or omissions, by the Board to exercise any right hereunder shall be construed as any type of waiver of any such right, and the Board reserves the right to exercise any such right from time to time as often as may be deemed expedient.
26. **Debarment Policy:** Consultant acknowledges that, in performing the Services for the Board, Consultant shall not utilize any firms that have been debarred from doing business with the Board under the Board's Debarment Policy, 08-1217-PO1, as amended from time to time.
27. **Conflict of Interest:** This Agreement is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.
28. **Indebtedness:** Consultant agrees to comply with the Board's Indebtedness Policy adopted July 26, 1995 (95-0726-EX3), as may be amended from time to time, which policy is hereby incorporated by reference as if fully set forth herein.
29. **Ethics:** No officer, agent or employee of the Board is or shall be employed by the Consultant or has or shall have a financial interest, directly, or indirectly, in this Contract or the compensation to be paid hereunder except as may be permitted in writing by the Board's Ethics Policy adopted May 25, 2011 (11-0525-PO2), as amended from time to time, which policy is hereby incorporated by reference into and made a part of this Contract as fully set forth herein.
30. **Inspector General:** Each party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.
31. **Right of Entry:** Consultant and any of its officers, employees, or agents, performing Services hereunder shall be permitted to enter upon various Board sites, subject to the terms and conditions contained herein and those rules established by the Board. Consultant shall provide

advance notice to the Board whenever applicable, of any such intended entry. Consent to enter upon a site given by the Board shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Board. Consultant shall use, and shall cause each of its officers, employees and agents to use, the highest degree of care when entering upon any property owned by the Board in connection with the Services. Any and all claims, suits or judgments, costs, or expenses, including reasonable attorney fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the applicable terms and conditions of this Agreement, including without limitation, the indemnification provisions contained in this Agreement.

32. **Principal's Right to Direct:** The principal at each school shall have the authority, to the maximum extent possible, to direct Consultant and its subcontractors when performing the Services on the school site.
33. **Joint and Several Liability:** In the event that Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof) then, and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Consultant shall be the joint and several obligation or undertaking of each such individual or other legal entity.
34. **MBE/WBE Plan:** Consultant acknowledges that it is familiar with the requirements of the Board's "Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts", which is incorporated by reference as if fully set forth herein. Consultant agrees to adhere to the minimum participation goals and to all other applicable MBE/WBE requirements as set forth in the program. Consultant agrees to submit such documentation in connection with the program as may be requested by the Board.
35. **Notices:** All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally; (ii) sent by confirmed facsimile (followed by the actual document); or (iii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

IF TO THE BOARD:

Board of Education of the City of Chicago
Department of Operations
125 South Clark Street, 17th Floor
Chicago, Illinois 60603
Attn: Chief Real Estate Officer
Fax No. (773) 553-2901

WITH A COPY TO:

Board of Education of the City of Chicago
Law Department
125 South Clark Street, 7th Floor
Chicago, Illinois 60603
Attn: General Counsel
Fax No. (773) 553-1701

IF TO CONSULTANT:

The Concord Consulting Group of Illinois Inc.
161 North Clark Street, SUITE 2050
Chicago, Illinois 60601
Attn: Eamon Ryan
Phone No. 312-424-0250
Fax No. 312-424-0252

36. **Kickbacks.** Neither Consultant nor any of its members, if a joint venture or limited liability Company, has accepted and shall not accept from or on behalf of any subcontractor or any

intermediate tier subcontractor, any payment, gratuity or offer of employment in relation to the Agreement or as an inducement for the acceptance of the Agreement. Consultant is and shall remain in compliance with all applicable anti-kickback laws and regulations

37. **Entire Agreement; Amendments:** This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

BOARD OF EDUCATION OF THE
CITY OF CHICAGO

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

Attest: Estela G. Beltran 7/2/12
Estela G. Beltran, Secretary

Board Report No: 12-0523-PR16-1

Approved as to legal form:

Patrick Rocks
Patrick Rocks, General Counsel *PR*

Date: 7/2/12

THE CONCORD CONSULTING GROUP

By: Edward P. Stritch
Name: EDWARD P. STRITCH
Its: PRESIDENT & CEO

Attest: Eamon C. Ryan

Name: EMMON C. RYAN

Its: SECRETARY

Date: 6/26/12

Exhibit A

1. STATEMENT OF WORK

The estimating work includes estimating costs for demolition, renovation, new construction, utilities, etc. Estimates are required during various phases of design and during construction to review and validate the cost implications associated with change management. The estimates shall be organized by the updated 2010 Construction Standards Institute ("CSI") MasterFormat. The work processes and methodologies shall be developed and implemented with due consideration to CPS policies and project delivery calendars.

The Consultant must possess the necessary aptitude to develop the expert knowledge of estimating principles including a real understanding of how a project will actually be built from site assessment through design development project closeout.

2. DETAILS OF SERVICES:

Within two (2) to ten (10) working days after Consultant's receipt of required project documentation for each Service listed below, Consultant shall articulate, in writing, responses through examples and scenarios to the following outline:

- A. Provide complete cost estimates while allowing 2 to 10 working days maximum per project, ranging from \$10,000 to \$7,000,000 per project for a total of \$350,000,000. Often times, 5-10 estimates will be required per week.
- B. Demonstrate familiarity with school construction in the City of Chicago in the form of a narrative and matrix indicating project name, scope and project cost for new construction and renovations.
- C. Provide on-screen and digitizer take-offs and pricing including escalation rates/factors.
- D. Derive material quantities and productivity units from Building Information Modeling (BIM) design environment.
- E. Provide estimates at various milestones of the design life-cycle, such as transfer estimates 75% design, 100% design and out to bid ("OTB") estimates.
- F. Provide assessment costing tables to supplement the CPS Biannual assessment tool to assist with long-term capital plan. (see sample Assessment Pricing Table – Attachment F)
- G. Review Job Order Costing Proposals for accuracy.
- H. Review all change orders using Oracle Contracts Manager.
- I. Provide accurate estimates including statistical analysis with respect to construction trends, material price changes, Leadership in energy and Environmental Design ("LEED") requirements, environmental, labor dispute and other influences in the market place.
- J. Provide the Schedule of Values ("SOV") from the above bid estimates and identify areas that might require increased project control efforts to mitigate front-end loading and over expenditures.

The above list is not exhaustive and CPS reserves the right to add additional services as necessary.

Scope of Services

3. COMPENSATION AND REIMBURSEABLE EXPENSES

A. Compensation:

- 1) Consultant shall be required to submit electronic timesheets weekly to the Board for review. Any timesheets not submitted on a weekly basis may be ineligible for compensation.
- 2) Authorization requests shall be submitted to, and approved by, the CIP Director of Construction for any services being performed.

B. Reimbursable Expenses:

Consultant shall be entitled to reimbursement for direct Project expenses related solely to Project activities based upon actual expenses incurred with supporting documentation, without any administrative or handling charges and subject to the limitations outlined herein ("Reimbursable Expenses"):

1) Transportation Expenses:

- Mileage for personal or company vehicles when used for travel to multiple project sites only. Rate shall be determined by the Board.
- Travel outside the City of Chicago requires pre-authorization and written approval by the Board.
- Project related parking fees and taxi fares.

2) Reproduction:

- Charges for copying and printing of Project documents and photographs when provided by an outside vendor and upon Board approval. Pre-authorization for these expense are required as the Board is moving toward a completely electronic, work flow based system and paper reproduction is expected to be minimized.
- Copying, faxing, and printing in-house are not Reimbursable Expenses. Special printing may be allowed with written Board approval.

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COST PROPOSAL

The Cost Estimating Services shall be paid for on an hourly basis per the table below:

Position	Hourly Base Rate
Eamon Ryan (Principal)	\$72.12
Maurizio Magalli (Senior MEP Cost Estimator)	\$56.39
John Tilleman (Senior Cost Estimator)	\$48.08
Robert White (Senior Mechanical Estimator)	\$40.38
Richard Bertovic (Senior Cost Estimator)	\$37.26
Derek McLoughlin (Senior Cost Estimator)	\$37.02
Josh Houston (Cost Estimator)	\$35.58
Seamus Wallace (Cost Estimator)	\$29.81
Ken Osborne (Cost Estimator)	\$24.04
Raymond Keaveney (Cost Estimator)	\$26.00
Andrew Mejia (Cost Estimator)	\$27.64
Christian Flores (Technician)	\$33.65
Robert Kempa (Cost Estimator) (SPAAN TECH)	\$33.65
Other (Cost Estimator) (SPAAN TECH)	\$33.65
Other (Cost Estimator) (Starr Design)	\$33.65

Consultant shall provide a multiplier based on the sized of the projects as set forth below.

Project cost FROM \$.....TO \$	Multiplier
\$0	\$250,000	2.5
\$250,001	\$1,000,000	2.5
\$1,000,001	\$5,000,000	2.5
\$5,000,001 and above		2.5

Exhibit C

KEY PERSONNEL

Additional Key Personnel shall be determined by mutual agreement between the parties.

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE

AGREEMENT EXERCISING THE SECOND OPTION TO RENEW THE
COST ESTIMATING SERVICES AGREEMENT
[THE CONCORD CONSULTING GROUP OF ILLINOIS, INC.]

This AGREEMENT EXERCISING THE SECOND OPTION TO RENEW THE COST ESTIMATING SERVICES AGREEMENT ("**Second Renewal Agreement**") is entered into by and between the Board of Education of the City of Chicago, a body politic and corporate (the "**Board**" or "**CPS**"), with offices located at 42 West Madison Street, Chicago, IL 60602 and The Concord Consulting Group of Illinois, Inc., a corporation organized and existing under the laws of the State of Illinois, with offices located at Suite 2850, 55 East Monroe Street, Chicago, IL 60603 ("**Consultant**" or "**Concord**").

RECITALS

- A. The Board and Consultant entered into that certain COST ESTIMATING SERVICES AGREEMENT with a commencement date of July 2, 2012, and ending December 31, 2013 (the "**Original Agreement**"), with three (3) options of twelve (12) months each, to renew the Agreement; and
- B. The Board and Consultant entered into that certain AGREEMENT EXERCISING THE FIRST OPTION TO RENEW THE COST ESTIMATING SERVICES AGREEMENT with a commencement date of January 1, 2014, and ending December 31, 2014 (the "**First Renewal Agreement**"), and collectively with the Original Agreement referred to herein as the "**Agreement**"), with two (2) options of twelve (12) months each remaining to renew the Agreement; and
- C. Pursuant to the terms of the Agreement, the Board desires to exercise its second option to renew the Agreement for a period of twelve (12) months, and Consultant accepts this option to renew, on the terms and conditions hereinafter set forth. There is one (1) remaining option to renew the Agreement for an additional twelve (12) months.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Second Renewal Agreement.
2. **Definitions:** Any and all capitalized terms contained in this Second Renewal Agreement, and not defined herein, shall have the definition as set forth in the Agreement.
3. **Warranties/Representations:** Consultant warrants that it is fully authorized to enter into the Agreement and this Second Renewal Agreement, and provide all Services as described in this Second Renewal Agreement. Consultant agrees to observe, keep, perform and fulfill any and all duties, terms, provisions, covenants, conditions, designations, restrictions and obligations required to be kept, performed, and fulfilled by Consultant under the terms and conditions of the Agreement and this Second Renewal Agreement. Consultant hereby restates that all Warranties and Covenants set forth in the Agreement remain true and correct as of the date hereof, and Consultant is not in default under the Agreement as of the date hereof.
4. **Second Renewal Term:** The parties agree to renew the Agreement for a period of twelve (12) months, commencing January 1, 2015, and ending December 31, 2015 ("**Second Renewal Term**"), unless terminated sooner, as provided in the Agreement.
5. **Scope of Services:** Consultant agrees to provide the "**Services**" set forth in Exhibits A, B and C of this Second Renewal Agreement, attached hereto and made a part hereof. "**Services**" means, collectively, the services, deliverables, duties and responsibilities described in Exhibits A, B and C of this Second Renewal Agreement and any and all work necessary to complete them, or, carry them out fully and to the standard of performance required in the Agreement. The Board retains

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE

final authority with respect to all Services related decisions. The Board may, from time to time, request changes in the scope of Services. Any such changes shall be documented by a written amendment, signed by both parties and the Board's General Counsel.

6. **Maximum Compensation:** For the Second Renewal Term, the total maximum compensation payable to Consultant shall not exceed the sum of **One Million One Hundred Thousand and zero/100 Dollars (\$1,100,000.00)** ("**Total Maximum Compensation**"), which is inclusive of all reimbursable expenses, and as may be amended from time to time. Compensation for Services during the Second Renewal Term shall be payable on a monthly basis at the rates set forth in Exhibit B.

Consultant shall only be reimbursed for **Reimbursable Expenses** as stated in Exhibit A, only if prior-approved and based upon actual expenses incurred, and upon review and approval of supporting documentation by the Board. The Board shall not be obligated to pay for any Services or reimbursable Project expenses that are not in compliance with this Second Renewal Agreement. In the event of early termination as provided in the Agreement, the Board shall only be obligated to pay for Services rendered or costs incurred up to the date of termination. In no event shall the Board be liable for any costs incurred or Services performed after the effective date of termination as stated in the Agreement. Consultant shall submit monthly invoices referencing this Agreement with such supporting documentation as may be requested by the Board. The Board shall process payment in its normal course of business.

7. **Notice Requirements:** From and after November 7, 2014, all notices to CPS shall be delivered as follows:

For matters relating to insurance pursuant to Section 19,

Board of Education of the City of Chicago
Risk Department
42 West Madison Street, 2nd floor
Chicago, Illinois 60602
Attention: Celeste Sullivan

With a copy to:

Chief Procurement Officer
Board of Education of the City of Chicago
Risk Department
42 West Madison Street, 9th floor
Chicago, Illinois 60602
Attention: Demetra Knowles

For all other notices pursuant to Section 35 of the Agreement:

IF TO THE BOARD: Board of Education of the City of Chicago
Department of Operations
42 West Madison Street, 2nd floor
Chicago, Illinois 60602
Attention: Chief Real Estate Officer

WITH A COPY TO: Board of Education of the City of Chicago
Law Department
One North Dearborn Street, 9th floor
Chicago, Illinois 60602
Attention: General Counsel

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE

- 8. Entire Agreement and Amendment:** This Second Renewal Agreement, including all its Exhibits, together with the Agreement, constitutes the entire agreement of the parties with respect to the matters contained herein. No modification of or amendment to this Second Renewal Agreement shall be effective, unless such modification or amendment is in writing and signed by both parties and the Board's General Counsel. Any prior agreements or representations, either written or oral, relating to the subject matter of this Second Renewal Agreement, which are in conflict with the terms and conditions of this Second Renewal Agreement are of no force or effect. This Second Renewal Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document. A signature delivered by facsimile or electronic means shall be considered binding on both parties. From and after the date this Second Renewal Agreement is executed and delivered by all parties, the term "Agreement" refers to the Original Agreement, the First Renewal Agreement and this Second Renewal Agreement, collectively.
- 9. Freedom of Information Act:** Consultant acknowledges that the Agreement, this Second Renewal Agreement and all related documents are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Second Renewal Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Vendor further acknowledges that this Second Renewal Agreement shall be posted on the Board's internet website at www.cps.edu.
- 10. MBE/WBE Plan:** Without prejudice to Section 34 of the Agreement, Consultant shall ensure 25% total MBE and 5% total WBE participation, and will be monitored on a quarterly basis.
- 11. Other Terms and Conditions:** Except as expressly provided otherwise in this Second Renewal Agreement, all terms and conditions of the Agreement are and shall remain in full force and effect during the Second Renewal Term.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE TO FOLLOW]

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE

IN WITNESS WHEREOF, the parties hereto have executed this Second Renewal Agreement as of the last date set forth below.

THE BOARD OF EDUCATION
OF THE CITY OF CHICAGO

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

Attest: Estela G. Beltran 1/27/15
Estela G. Beltran, Secretary

Date: 1/27/15

Board Report No.: 14-1022-PR6-1

Approved as to legal form: BMC
James L. Bebley
James L. Bebley, General Counsel

THE CONCORD CONSULTING GROUP OF
ILLINOIS, INC.

By: Eamon Ryan

Name: EMMON RYAN

Title: SENIOR VICE PRESIDENT

Date: 12/19/14

Attachments: Exhibit A -- Scope of Services, Compensation & Expenses; Exhibit B--Cost Proposal; and Exhibit C -- Key Personnel

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE

EXHIBITS A, B and C
(THE CONCORD CONSULTING GROUP OF ILLINOIS, INC.)

Board Report No. 14-1022-PR6

Name of Project: Cost Estimating Services Second Renewal

CPS Project Manager: Elizabeth (Betsy) Smith Phone: (773) 553-3191 E-Mail: ejfisk@cps.edu

Consultant Project Manager: Eamon Ryan Phone: (312) 424-0250 Ext. 124 E-Mail: eryan@concord-cc.com

Term of Performance: January 1, 2015 through December 31, 2015 ("**Second Renewal Term**")

The Board of Education of the City of Chicago, a body politic and corporate (the "**Board**" or "**CPS**") and The Concord Consulting Group of Illinois, Inc., entered into a certain COST ESTIMATING SERVICES AGREEMENT, with a Term commencing on July 2, 2012, and ending December 31, 2013 ("**Original Agreement**"), with three (3) options of twelve (12) months each, to renew the Agreement; as renewed by that certain AGREEMENT EXERCISING THE FIRST OPTION TO RENEW THE COST ESTIMATING SERVICES AGREEMENT with a commencement date of January 1, 2014, and ending December 31, 2014 (the "**First Renewal Agreement**", and collectively with the Original Agreement referred to herein as the "**Agreement**"), with two (2) options of twelve (12) months each remaining to renew the Agreement; and the Agreement is further renewed pursuant to that certain AGREEMENT EXERCISING THE SECOND OPTION TO RENEW THE COST ESTIMATING SERVICES AGREEMENT with a commencement date of January 1, 2015, and ending December 31, 2015 (the "**Second Renewal Agreement**"), with one (1) option of twelve (12) months remaining to renew the Agreement.

This Scope of Services shall be conducted pursuant to the terms and conditions of the Second Renewal Agreement, for the duration of the Second Renewal Term. Defined terms used in these Exhibits shall have the same meanings as those ascribed to such terms in the Original Agreement, the First Renewal Agreement and the Second Renewal Agreement, collectively.

Exhibit A
SCOPE OF SERVICES, COMPENSATION & EXPENSES

1. STATEMENT OF WORK

The estimating work includes estimating costs for demolition, renovation, new construction, utilities, etc. Estimates are required during various phases of design and during construction to review and validate the cost implications associated with change management. The estimates shall be organized by the updated 2010 Construction Standards Institute ("CSI") MasterFormat. The work processes and methodologies shall be developed and implemented with due consideration to CPS policies and Project delivery calendars.

The Consultant must possess the necessary aptitude to develop the expert knowledge of estimating principles including a real understanding of how a Project will actually be built from site assessment through design development Project closeout.

2. DETAILS OF SERVICES:

Within two (2) to ten (10) working days after Consultant's receipt of the Board's request for each Service listed below, Consultant shall articulate, in writing, responses through examples and scenarios to the following outline:

- A. Provide complete cost estimates while allowing 2 to 10 working days maximum per Project; ranging from \$10,000 to \$20,000,000 per Project for a total of \$300,000,000. Often times, 5-10 estimates will be required per week.
 - B. Demonstrate familiarity with school construction in the City of Chicago in the form of a narrative and matrix indicating Project name, scope and Project cost for new construction and renovations.
 - C. Provide on-screen and digitizer take-offs and pricing including escalation rates/factors.
 - D. Derive material quantities and productivity units from Building Information Modeling (BIM) design environment.
 - E. Provide estimates at various milestones of the design life-cycle, such as transfer estimates 75% design, 100% design and out to bid ("OTB") estimates.
 - F. Provide assessment costing tables to supplement the CPS Biannual assessment tool to assist with long-term capital plan. This data will be provided and populated by Consultant on a Board provided template.
 - G. Review Job Order Costing Proposals for accuracy.
 - H. Review all change orders using Oracle Contracts Manager.
 - I. Provide accurate estimates including statistical analysis with respect to construction trends, material price changes, Leadership in Energy and Environmental Design ("LEED") requirements, environmental, labor dispute and other influences in the market place.
 - J. Provide the Schedule of Values ("SOV") from the above bid estimates and identify areas that might require increased Project control efforts to mitigate front-end loading and over expenditures.
- The above list is not exhaustive and CPS reserves the right to add additional services as necessary.

3. COMPENSATION AND REIMBURSEABLE EXPENSES

A. Compensation:

- 1) Consultant shall be required to submit electronic timesheets weekly to the Board for review. Any timesheets not submitted on a weekly basis may be ineligible for compensation.
- 2) Authorization requests shall be submitted to, and approved by, the CIP Director of Construction for any services being performed.

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE

B. Reimbursable Expenses:

Consultant shall be entitled to reimbursement for the following direct Project expenses related solely to Project activities based upon actual expenses incurred with supporting documentation, without any administrative or handling charges and subject to the limitations outlined herein ("**Reimbursable Expenses**"):

- 1) Transportation Expenses:
 - Mileage for personal or company vehicles when used for travel to multiple Project sites only. Rate shall be determined by the Board.
 - Travel outside the City of Chicago requires pre-authorization and written approval by the Board.
 - Project related parking fees and taxi fares.

- 2) Reproduction:
 - Charges for copying and printing of Project documents and photographs when provided by an outside vendor and upon Board approval. Pre-authorization for these expense are required as the Board is moving toward a completely electronic, work flow based system and paper reproduction is expected to be minimized.
 - Copying, faxing, and printing in-house are not Reimbursable Expenses. Special printing may be allowed with written Board approval.

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE

Exhibit B
COST PROPOSAL

The Cost Estimating Services are based on an hourly rate as follows

	<u>Base Rate</u>
Eamon Ryan (Principal)	\$72.12
Maurizio Magalli (Senior MEP Cost Estimator)	\$59.62
John Tilleman (Senior Cost Estimator)	\$52.40
Robert White (Senior Mechanical Estimator)	\$42.55
Derek McLoughlin (Senior Cost Estimator)	\$38.94
Richard Bertovic (Senior Cost Estimator)	\$39.42
Josh Houston (Cost Estimator)	\$38.94
Seamus Wallace (Cost Estimator)	\$34.13
Ken Osborne (Cost Estimator)	\$27.88
Christian Flores (Technician)	\$35.34
Cost Estimator (SPAAN TECH)	\$34.00
Cost Estimator (Starr Design)	\$34.00

In addition to the hourly rates above, Consultant shall have time spent multiplied by 2.5, regardless of the size of the Project or its dollar worth. Therefore, Consultant shall be paid based on the number of hours worked, multiplied by the corresponding hourly rate, and further multiplied by 2.5.

For example, 2 hours worked by Eamon Ryan on a Project, will be entitled to a compensation of: 2 hours x \$72.12 x 2.5 = \$360.60

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE

**Exhibit C
KEY PERSONNEL**

Additional Key Personnel shall be determined by mutual agreement between the parties.

AUTHORIZE THE FINAL RENEWAL AGREEMENT WITH THE CONCORD CONSULTING GROUP OF ILLINOIS FOR COST ESTIMATING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the final renewal agreement with The Concord Consulting Group of Illinois to provide cost estimating services to the Department of Facilities for our Capital Program at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 12-250007

Contract Administrator : Hernandez, Miss Patricia / 773-553-2280

VENDOR:

- 1) Vendor # 46678
CONCORD CONSULTING GROUP OF
ILLINOIS INC, THE
55 EAST MONROE STREET
CHICAGO, IL
EAMON RYAN
312 424-0250
312-424-0252
Ownership: Edward Stritch - 80%, John
Duggan - 10% And Eamon Ryan -10%

USER INFORMATION :

Contact:
11860 - Facility Operations & Maintenance

42 West Madison Street

Chicago, IL 60602

Osland, Mr. Paul G.

773-553-2960

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 12-0523-PR16) in the amount of \$1,125,000 was for a term commencing upon contract execution and ending December 31, 2013, with the Board having three (3) options to renew for one (1) year term. The first renewal agreement (authorized by Board Report 13-1218-PR7) in the amount of \$1,100,000 was for a term commencing January 1, 2014 and ending December 31, 2014. The second renewal agreement (authorized by Board Report 14-1022-PR6) in the amount of \$1,100,000 was for a term commencing January 1, 2015 and ending December 31, 2015. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The term of this agreement is being renewed for one (1) year commencing January 1, 2016 and ending December 31, 2016.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Vendor will continue to provide cost estimating services for all work associated with school construction projects, whether by Operations and Maintenance, Capital or Public Building Commission including, but not limited to, the following:

Provide on-screen and digitizer take-offs and pricing including escalation rates/factors.

Derive material quantities and productivity units from Building Information Modeling (BIM) design environment.

Provide estimates at various milestones of the design life cycle, such as transfer estimates, 75% design, 100% design, and out-to-bid ("OTB") estimates.

Provide assessment and costing tables to supplement the CPS biannual assessment tool to assist with long term capital plan.

Review Job Order Costing Proposal for accuracy.

Provide accurate estimates including statistical analysis with respect to construction trends, material price changes, Leadership in Energy and Environmental Design ("LEED") requirements, environmental, labor disputes, and other influences in the market place.

Provide Schedule of Values ("SOV") for bid estimates and identify areas that might require increased project control efforts to mitigate front-end loading and over expenditures.

Review all change orders using Oracle Contracts Manager.

DELIVERABLES:

Vendor will continue to provide estimating services for demolition, renovation, new construction and utilities for entirety of the Board's portfolio, as required during various phases of design and during construction to review and validate the cost implications associated with base work and change management. The estimates will be organized by the updated 2010 Construction Standards Institute ("CSI") Master Format. Vendor's services will be delivered in a client focused manner, seamlessly and within a web-based integrated program management environment.

OUTCOMES:

Vendor's services will result in accurate cost data and analysis which will enable the effective and efficient management of the Board's Capital Improvement Program and Operations and Maintenance Program.

COMPENSATION:

Vendor shall be paid during this option period as specified in their agreement; total compensation not to exceed \$1,100,000, which is inclusive of all reimbursable expenses.

REIMBURSABLE EXPENSES:

Vendor shall be reimbursed for direct project expenses related solely to Project activities based upon actual expenses incurred upon review and approval of supporting documentation. The total compensation amount reflected herein is inclusive of all reimbursable expenses.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize Chief Facilities Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Participation in Goods and Services Contracts (M/WBE Plan). The goals for this contract are 25% total MBE and 5% total WBE, and will be monitored on a quarterly basis.

The vendor has scheduled the following firms:

Total MBE 25%

Spaan Tech, Inc.
311 South Wacker Drive, Ste. 2400
Chicago, IL 60606
Ownership: Ms. Smita N. Shah

Total WBE 5%

Starr Design Associates, Inc.
717 W. Oakdale
Chicago, IL 60657
Ownership: Yetta Starr

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund: Various Capital Funds
Department of Facilities - Parent Unit 12150
\$1,100,000 for FY 16 and FY17
Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

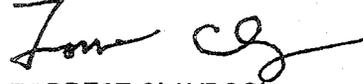
Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



SÉBASTIEN de LONGEAUX
Chief Procurement Officer

Approved:



FORREST CLAYPOOL
Chief Executive Officer

Approved as to Legal Form: *gamm*



CHERYL J. COLSTON
Acting General Counsel

TASK ORDER NO. 1

Scope of Services for Cost Estimator for the Stroger Central Campus Development

Planning/Budget Confirmation Phase

- Provide cost estimating services through Phase I of the project.
- Assist evaluating various design solutions.
- Prepare and maintain a construction cost database for Cook County Health and Hospitals System's Central Campus Administration and Clinic building project that evaluates estimated cost.
- Advise on the appropriate contingencies for the various budget components to compensate for the level of risk related to confidence in the completeness of the information available.
- Perform site visits if required to evaluate existing conditions.
- Provide estimate reconciliation services as required.
- Work with County staff to evaluate the risk associated with the design and to ensure that variables such as constructability, local participation, shift work etc. are adequately accounted for in costs.
- Evaluate estimates prepared by others, including Developer's estimator, as needed.
- Consult with and advise the County of budget variances and make recommendations for corrective actions.
- Provide a CSI Masterformat cost estimate to the greatest detail that the drawings and specifications will support.

Deliverable: 3 weeks after Notice to Proceed.

