

This Amendment will be posted on the CPS website.

FIRST AMENDMENT TO SERVICES AGREEMENT

This First Amendment to the Agreement ("First Amendment") is effective as of the th20 day of September, 2013, and is entered into by and between the Board of Education of the City of Chicago (the "Board"), with offices located at 125 S. Clark Street, Chicago, Illinois 60603 and Global Workplace Solutions, LLC ("Consultant"), with offices located at 9823 Cincinnati-Dayton Road, West Chester, Ohio 45069.

RECITALS:

- A. The Board and Consultant entered into that certain Services Agreement, effective April 5, 2013 ("Agreement"); and
- B. The Board desires to amend the Agreement to amend the compensation to be paid during the Term of the Agreement, and Consultant accepts the aforesaid amendment as set forth in this First Amendment.

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

- 1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this First Amendment.
- 2. **Definitions:** Any and all capitalized terms contained in this First Amendment, and not defined herein, shall have the definition as set forth in the Agreement.
- 3. **Compensation:**

The first sentence of Paragraph 4.1 of the Agreement is deleted and replaced with the following:

Compensation for the Services to be provided by Consultant during the Term of this Agreement shall not exceed Eighteen Million Nine Hundred Thousand Dollars (\$18,900,000.00) ("**Maximum Compensation Amount**") without the prior approval of the members of the Board and a written amendment to this Agreement.

The following sentence is added to the end of Paragraph 4.1 of the Agreement:

The Schedule of Compensation is amended to include the spreadsheet titled "Updated Summary of the Budget" that is attached to this First Amendment and incorporated into the Agreement as Exhibit B-1.

All other terms and conditions regarding compensation of Consultant remain as stated in the Agreement.

- 4. **Services:** Consultant will continue to provide the Services described in the Agreement as may be modified in any change orders or statements of work that were or are duly negotiated and signed by the authorized representatives of each party as set forth in the Agreement.
- 5. **Agreement:** Except as expressly provided in this First Amendment, all terms and conditions of the Agreement are and shall remain in full force and effect during the Term of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date set forth in the beginning of this document.

THE BOARD OF EDUCATION
OF THE CITY OF CHICAGO

GLOBAL WORKPLACE SOLUTIONS, LLC

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

By: Robert Failla

Attest: Estela G. Beltran 9/20/13
Estela G. Beltran, Secretary

Name: Robert Failla
Title: Chief Financial Officer

Date: 9/20/13

Date: 9-13-13

Board Report No. 13-0828-PR10 - I

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

Attachments:
Exhibit B-1 – Updated Summary of Budget

Exhibit B-1 to Services Agreement

Updated Summary of Budget

#	Section 1 - GWS Fixed Cost Services (GWS Self-Performed)	Budget	Projected Spend
1.1	Program Management/Project Management	511,055.00	\$ 511,055.00
1.2	Vendor Management and Owners Representation	110,771.00	\$ 110,771.00
1.3	Contract Management (Fixed for up to \$2.3 m, if over \$2.3 m, 3.5% additional)	80,458.00	\$ 80,458.00
1.4	Implementation Management	1,490,868.00	\$ 1,490,868.00
1.5	Building Closure Decommissioning Management	118,090.00	\$ 118,090.00
1.6	Project Close-Out	163,959.00	\$ 163,959.00
1.7	General Inventory & Asset Fulfillment	1,039,450.00	\$ 1,030,600.00
Subtotal Section 1		3,514,651.00	3,505,801.00
#	Section 2 - Estimated GWS Variable Cost Services (GWS Self-Performed and Subcontracted)	Budget	Projected Spend
2.1	High Value & IT Inventory (billing actual \$5.00 per item - changed to \$6.50 per item)	234,000.00	\$ 258,000.00
2.2	Boxes and other move materials	355,000.00	\$ 800,000.00
2.3	Warehousing Space, Personnel and Equipment	317,600.00	\$ 500,000.00
2.4	School Securing and Board-Up	490,000.00	\$ -
2.5	Decommissioning/Liquidation/Disposal (furniture, security equipment, non-usable kitchen equipment, other re-moveable assets)	602,700.00	\$ 1,026,000.00
2.6	Facilities Lock Changes	102,000.00	\$ -
2.7	Text Book & Curriculum Inventory (Follet)	672,000.00	\$ 580,000.00
2.8	Text Book & Curriculum Sort, Pack, Move, Warehouse (Follet)	192,500.00	\$ 96,250.00
2.9	Library Inventory	196,000.00	\$ -
2.10	Shred/Recycle Services and Materials	235,200.00	\$ 185,000.00
Subtotal Section 2		3,397,000.00	3,445,250.00
#	Section 3 - Additional Scope/Addendum	Budget	Projected Spend
3.1	Daily KPI	60,000.00	\$ 60,000.00
3.2	Furniture Addendum #1 to 1.4	73,250.00	\$ 73,250.00
3.3	Furniture Addendum #2 to 1.4	86,400.00	\$ 86,400.00
3.4	Active Records	765,626.00	\$ 765,626.00
3.4a	3.5% Management Fee on 3.4	26,796.91	\$ -
3.5	IT Disconnect - (Reconnect PCs)	2,605,352.00	\$ 4,289,761.20
3.6	Artwork	88,046.00	\$ 88,046.00
3.6a	3.5% Management Fee on 3.6	3,081.61	\$ -
3.7	AUSL & Welcoming to 1.1	148,090.00	\$ 148,090.00
3.8	AUSL & Welcoming to 1.4	275,000.00	\$ 275,000.00
3.9	Library Pack & Move	280,000.00	\$ 280,000.00
3.10	Kitchen Move	180,000.00	\$ 180,000.00
3.11	Furniture Addendum #3 to 1.4	80,000.00	\$ 80,000.00
3.12	Out of Scope IT Disconnect	405,988.00	\$ 405,988.00
3.13	Ryerson Surge	29,000.00	\$ 29,000.00
3.14	Inactive Records	700,000.00	\$ 700,000.00
3.15	Robert Bobb Group Active Records		\$ 74,000.00
3.16	SmartBoard Installation		\$ 450,000.00
3.17	Co Locations		\$ 350,000.00
3.18	Surge		\$ 290,000.00
3.19	Category 2 Schools - Summer Schools		\$ 1,200,000.00
3.2	Reshuffle of Extra PC for DOA		\$ 57,600.00
3.21	17 Additional Welcoming Schools with 25 + Students		\$ 850,000.00
3.22	WAP Surge		\$ 368,117.00
3.23	Miscellaneous Reconnect/Furniture/Server/Delays		\$ 750,000.00
Subtotal Section 3		5,806,630.52	11,850,878.20
Grand Total		12,718,281.52	18,801,929.20

Exhibit B-1 to Services Agreement

No Charge Activity - Partnership within the Project						
				Estimated Hours	Estimated Cost	
4.1	OS 4 (22 Schools) Material Delivery Management - Coordination - Dispatch			50		No Charge
4.2	Community Worker Project Management - Coordination - Dispatch			600		No Charge
4.3	Community Worker Kids Lunch Programming - Coordination - Implementation			900		No Charge
4.4	Providing the Physical Lunch				\$75,000.00	No Charge
4.5	Artwork Implementation Management - Coordination - Implementation			70		No Charge
4.6	Script Consulting - Review			30		No Charge
4.7	I-Pad Cart Scheduling - Coordination - Dispatch			20		No Charge
4.8	Surge Interviews - Evaluations			30		No Charge
4.9	Expenses for services beyond our original scope				\$150,000.00	No Charge
				1700		
				\$ 144,500.00	\$225,000.00	
				Approximate Savings to CPS: \$369,500		