

This Amendment will be posted on the CPS website.

## **SECOND AMENDMENT TO SERVICES AGREEMENT**

<sup>44</sup> This Second Amendment to the Services Agreement ("**Second Amendment**") is effective as of the 19 day of December, 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**");
- B. The Board and Consultant entered into a First Amendment to the Agreement, effective September 20, 2013 ("**First Amendment**"), to amend the compensation to be paid during the Term of the Agreement; and
- C. The Board desires to further amend the Agreement to amend the compensation to be paid during the Term of the Agreement and to further describe services that will be performed in consideration of the additional compensation, and Consultant accepts the aforesaid amendment as set forth in this Second 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 Second Amendment.
- 2. **Definitions:** Any and all capitalized terms contained in this Second 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 Thirty Million Nine Hundred Thousand Dollars (\$30,900,000.00) ("**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 "Second Updated Summary of the Budget" that is attached to the Second Amendment and incorporated into the Agreement as Exhibit B-2.

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

- 4. **Services:** The Scope of Services, attached and incorporated into the Agreement as Exhibit A, must be updated to reflect additional details regarding the work being performed to complete the School Consolidation Program. Accordingly, Section 3.1 of the Agreement is amended to replace "Exhibit A" with "Exhibit A-1". Exhibit A-1, which is attached to this Second Amendment, is

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incorporated into the Agreement and provides the Services to be performed by Consultant as of the Effective Date of this Second Amendment. Thereafter, any references in the Agreement to Services to be performed or to Exhibit A shall be understood to refer to Exhibit A-1.

5. **Counterparts and Facsimile:** This Second Amendment 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 instrument. A signature delivered by facsimile or electronic means shall be considered to be binding on both parties.
6. **Freedom of Information Act:** Consultant acknowledges that this Second Amendment and all documents submitted to the Board related to this contract 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 Amendment is subject to reporting requirements under 105 ILCS 5/10-20.40. Consultant further acknowledges that this Second Amendment shall be posted on the Board's website at [www.cps.edu](http://www.cps.edu).
7. **Agreement:** Except as expressly provided in this Second Amendment, all terms and conditions of the Agreement are and shall remain in full force and effect during the Term of the Agreement.

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 *JLB/csc*  
OF THE CITY OF CHICAGO

GLOBAL WORKPLACE SOLUTIONS, LLC

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

By: *Robert Failla*

Attest: *Estela G. Beltran* *12/19/13*  
Estela G. Beltran, Secretary

Name: *Robert Failla*  
Title: *Chief Financial Officer*

Date: *12/19/13*

Date: *12-19-2013*

Board Report No. 13-1218-PR16

Approved as to legal form: *JB*

*James L. Bebley* *csc*  
James L. Bebley, General Counsel

Agreed as to form:

*Thomas Tyrrell*  
Thomas Tyrrell, Chief Operations Officer

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**Attachments:**

Exhibit A-1 – Updated Scope of Services  
Exhibit B-1 – Updated Summary of Budget

## **EXHIBIT A-1**

### **UPDATED SCOPE OF SERVICES**

This Updated Scope of Services will be conducted pursuant to the terms and conditions of that Services Agreement ("**Agreement**") dated April 5, 2013 by and between the Board of Education of the City of Chicago (the "**Board**"), commonly known as The Chicago Public Schools ("**CPS**") and Global Workplace Solutions ("**Consultant**") as of the Effective Date of the Second Amendment to the Agreement. Defined terms used in this Updated Scope of Services will have the same meanings as those ascribed to such terms in the Agreement.

#### **Purpose**

Due to underutilization, the Board of Education of the City of Chicago ("Board") needs to consolidate the number of school buildings it operates ("School Consolidation Program"). Under the terms and conditions of the Services Agreement ("Agreement") and as further described in this Scope of Services ("Scope"), Global Workplace Solutions, LLC ("GWS" or "Consultant") will deliver and manage relocation and decommissioning services for the Board's school consolidations.

Consolidations will include Closing Schools, Welcoming Schools, Turnaround Schools, Co-locations, Co-shares, Phase Outs and Campuses. For reference throughout this Scope, buildings that will remain open but are affected by the School Consolidation Program are hereafter referred to collectively as "Welcoming Schools" and buildings that will no longer be open after the beginning of the 2013-14 school year are referred to collectively as "Closing Schools."

#### **Key Dates**

Last Date of 2012-13 School Year: June 24, 2013

First Date of 2013-14 School Year: August 26, 2013

Many of the Welcoming Schools will be undergoing renovation and construction activities that will result in a one (1) to two (2) week window at the end of the summer (between August 12 and August 21) to deliver Closing School assets prior to the start of school.

#### **Methodology**

The Board is in the process of developing plans for school consolidations and identifying the responsibilities of Board staff and existing consultants. It will be the responsibility of the Consultant to implement the plan set forth by the Board and provide overall management and services to assure the complete relocation; removal of contents, furnishings and equipment; and securing all schools affected. The plans being prepared will identify a process and documentation for each Closing School and Welcoming School. It will be the responsibility of the Consultant to work with the Board in the creation of, utilization of and implementation of the process, including documentation.

The project vision is for every student affected by a school action to be seamlessly integrated into his/her new school. The project goal is to foster a transition environment that is positive, nurturing and respectful, and provides for maximum continuity. The Consultant shall provide a staffing model and implementation system to support the Board's vision and goal for the project. Additionally, the Consultant is to assure timely execution of comprehensive project logistics to the extent within its control. Consultant must provide a single point of contact (Account Manager) who is assigned to oversee and manage the day-to-day activities of this relationship with the Board as well as overall management of the customer service issues and reporting. Consultant shall also be required to have periodic meetings with the Department of Procurement and Contracts personnel

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for contract review meetings as well as an annual review at a time determined by the Department of Procurement and Contracts. Consultant must support the Board with an appropriate number of personnel to meet the Board's needs.

#### **General Timeline for Consolidation**

The general methodology and timeline of how schools are to be consolidated and closed is listed below. The dates established in this section are target dates for completion based on order placement deadlines in each of the specified areas to ensure new materials are present for the first day of the 2013-14 school year. Detailed requirements are included below in Section 1 and Section 2. Consultant and Board will work together to meet targeted dates and adjust schedules in the event of unforeseen delays. Board recognizes that Consultant will make best effort to meet the target dates; nevertheless, Consultant is not responsible for force majeure type events or Board decisions or actions that materially delay execution of the inventory or move process.

- 1) Welcoming School inventory/assessment to be completed immediately and completed between 4:00pm – 10:00pm Monday-Friday, and 8:00am – 3:00pm Saturday ("Off School Hours") to determine which assets will need to be removed, replaced and/or temporarily staged for construction activities. Inventory and assessments to be completed to meet order deadlines of **May 17, 2013** for furniture and **May 20, 2013** for textbooks.
- 2) An inventory of Closing Schools' assets to be completed immediately and completed during Off School Hours to determine which assets will be redeployed, disposed or stored. Inventory and assessments to be completed to meet order deadlines of **May 17, 2013** for furniture and **May 20, 2013** for textbooks.
- 3) From an evaluation by the Board Project Team of the Welcoming Schools' and Closing Schools' inventories, a determination of asset deficiencies for Welcoming Schools and recommendations of new order quantities will be made;
  - a. Furniture asset deficiencies for Welcoming Schools and recommendation of new order quantities to be completed by **May 20, 2013; and**
  - b. Text book deficiencies for Welcoming Schools and recommendation of new order quantities to be completed by **May 20, 2013.**
- 4) Lock changes and key management for all Closing Schools upon completion of the 2012-13 school year to be completed by **June 28, 2013** or earlier.
- 5) Removal of high value technology assets to be completed by **July 3, 2013** or earlier. Redeployment of assets to be completed by **August 19, 2013** or earlier as Welcoming School construction and cleaning activities permit.
- 6) Organization, packing, labeling and movement of records to Welcoming Schools or centralized storage locations to be completed by **July 3, 2013** or earlier.
- 7) Organization, packing, labeling and movement of text books to Welcoming Schools to take place by **August 19, 2013** or earlier as Welcoming School construction and cleaning activities permit.

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- 8) Organization, packing, labeling and movement of all moveable assets from Closing Schools in coordination with Welcoming Schools construction and cleaning activities to be completed by **August 21, 2013**.
- 9) Final content removal and building decommissioning to be completed by **December 31, 2013**.

### **Board Project Team**

The Board has engaged vendors and internal personnel for planning services (Board Project Team). Consultant will be required to coordinate all project implementation and management tasks with the Board Project Team. The Board Project Team is described as follows:

- A 40-person planning team representing all departments from the Board with involvement in school consolidation activities.
- The district consists of 14 separate networks. Each network will have dedicated Board team to assist with school closure activities. This team will consist of a Network Transition Coordinator and a Principal Transition Coordinator who will bridge the gap between Closing and Welcoming Schools.
- Additionally, staff from each Closing School including Principal, Assistant Principal, Counselor, Clerk, Custodian and Engineers will be retained through the summer to assist with closure and welcoming activities.

### **General Conditions of Services**

Consultant shall provide at its own cost identification badges, uniforms, or some other mutually agreed upon manner to identify its employees, agents, and subcontractors while on Board property. Consultant shall confine its work in schools to Off School Hours unless the Board's Deputy Chief Operations Officer agrees otherwise in advance. The Board shall provide Consultant with reasonable office space and materials within the Board's Central Office to perform Services.

### **Summary of Consultant's Services**

There are three categories of services to be provided by Consultant under this Agreement:

1. As more fully described below, Consultant shall manage and coordinate tasks that will be completed by the Board, its employees, and/or contractors. The services being performed by the Board, its employees, and/or contractors that will be managed by Consultant include:
  - Packing, sorting, and moving of all furniture, classroom assets, records, and other items to be relocated to Welcoming Schools or designated warehouse;
  - Records management;
  - Kitchen equipment disconnect/removal/reconnect;
  - Plant and equipment draining and decommissioning; and
  - All mechanical, electrical and plumbing services required.

As is explained in the Schedule of Compensation, Consultant's management over the above-referenced services are provided on a fixed cost basis as part of the Project/Program Management and Implementation Management Services.

2. Consultant shall provide additional services through its employees and direct sub-contractors ("Self-Performed Services"). Said services include:
  - Program/Project Management;
  - Contract Management;
  - Implementation Management;

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- Building Closure and Decommissioning Management;
- Project Close-Out Activities; and
- General Asset Inventory and Asset Fulfillment.

As is explained in the Schedule of Compensation, the costs for above-referenced Self-Performed Services shall be provided on a fixed cost basis.

3. Consultant shall provide additional materials and services, through its employees, direct subcontractors, or managed vendors. Said services include:
- High Value and IT Asset Inventory;
  - Procurement and positioning of boxes and other move materials;
  - Acquisition of warehouse space, personnel, and equipment;
  - School securing and board-up;
  - Decommissioning/liquidation/disposal of non-usable/discarded assets;
  - Lock changes;
  - Textbook & Other Curriculum Materials inventory, sort, pack, move and warehouse;
  - Library inventory, sort, pack, move and warehouse; and
  - Shred/recycle.

The costs for inventorying high value and IT assets shall be \$5.00 per item. For the other Self-Performed Services performed and for materials acquired and delivered by Consultant, Consultant will submit its invoices for such items at market rates or below. For all managed materials and services that may be performed by Consultant's managed vendors, Consultant will submit its invoice together with supporting invoices from Consultant's managed vendors as support for any invoices that Consultant submits to the Board for payment.

Consultant is not providing security for items that are inventoried and will not be responsible for an item listed on an inventory that cannot be located or is lost, stolen, damaged, or destroyed after the particular item is handled by Consultant.

### **SECTION 1 – GWS'S FIXED COSTS SERVICES (GWS Self-Performed)**

#### **1.1. Project/Program Management**

- A. Resource planning and management
- i. Provide a scalable resource solution to correspond to the number of schools being closed. Provide for the recruitment and screening for all resources being provided for the project by Consultant.
  - ii. Provide for the training for all consultants' resources.
  - iii. Provide a plan for backup and contingency resources to meet peak project demands.
  - iv. Provide sufficient quantities of qualified project personnel so as to ensure all aspects of the project, including subcontractors, are properly and competently supervised.
  - v. Develop Service Level Agreements (SLAs) to be entered into between the Board and Consultant that will address the delivery of quality services in a timely manner. The Board's Deputy Chief Administrative Officer is authorized to execute the SLAs on the Board's behalf.

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- B. Information review and planning
  - i. Obtain and review all available information to finalize and implement the school closures and logistics.
  - ii. Obtain and review all available information with a direct or indirect impact on the scheduling of subcontractors and other resources.
- C. Project logistics schedule development
  - i. Review and validate existing plans and develop detailed project schedule and logistics plan.
  - ii. The logistics plan must include all tasks, milestones, phases and timing of all move and decommissioning related activities. Consultant acknowledges that many buildings will be receiving capital improvements, building repairs, and cosmetic improvements. The logistics plan must seek to reduce all conflicts between various contractors and vendors performing services at the Welcoming and Closing Schools, whether directly contracted with Consultant or the Board, including but not limited to, movers, construction contractors, and other parties utilizing the docks, elevators, and doors at either origin or destination sites.
  - iii. Review, update, and communicate logistics plan with Board Project Team throughout the project.
  - iv. Identify gaps, issues, constraints, and provide recommended solutions.
- D. Subcontractor variable cost control
  - i. Review, monitor, and update as necessary budgets and validate pricing throughout life of project to apprise the Board that the project is within the overall budget set by Board.
  - ii. Provide scorecards to assist Board Project Team in the review and approval of Board's contractors performing services as part of the consolidation project.
  - iii. Provide updated variable cost estimates when revised information becomes available.
- E. Oversee, manage, and coordinate activities of all subcontractors
  - i. Consultant will manage the efficiency and timeliness of the Board's employees and contractors to minimize soft costs to Board and to minimize potential change orders.
  - ii. Consultant shall ensure that its employees, agents and subcontractors complete quality services within the timelines set and within budget.
  - iii. In the event that the set timelines will not be met or the budget may be exceeded for whatever reason, the Consultant shall give prompt notice to the Board or its designated project manager throughout the Term of the Agreement and work to minimize any delays and budget overruns. To the extent necessary, the Board and Consultant will execute Change Orders per the Change Order Process described in this Scope.
- F. Project meetings, communication, and progress reports
  - i. Attend weekly project meetings with the Board Project Team.
  - ii. Provide weekly and monthly written progress reports of project status, including open and critical issues that may impede progress of scheduled activities.
  - iii. Provide regular updates to project and school teams including but not limited to Principal Transition Coordinators, Principals, Assistant Principals, Clerks, Engineers, Custodians and other school staff retained during the consolidation activities.

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- G. Identify and manage potential risk items and offer solutions for mitigation.

#### **1.2 Owner's Representation (Board's Other Contractors involved in Project)**

- A. Provide management assistance and owner's representation for the following Board contractors:
  - i. Professional Movers and Packers (including crates, boxes and other move related materials)
  - ii. Records Inventory, Sort and Pack Vendor
  - iii. Furniture Installations Vendor (for Closing School knock downs)
  - iv. Kitchen Equipment Disassembly Vendor
  - v. Mechanical, Electrical and Plumbing (MEP) Contractors
  - vi. Service Vendors for Copy, Vending and Other serviceable equipment
  - vii. IT Vendor to complete IT asset reimaging, evaluation and fulfillment
- B. Develop Statements of Work (SOW's) for Board contractors, as necessary.
- C. Develop and work in conjunction with Board procurement staff for the contractor and consultant bid/quote process.
- D. Coordinate minimum of three (3) walkthroughs for potential moving and packing contractors.
- E. Consult with Board on its other contractors' capacities to align with project schedule.
- F. Provide input on purchase agreements and service contracts, contract amendments, and change orders.
- G. Monitor Board's other contractors involved in project for quality assurance and timely performance of schedule as well as compliance with Board policies and procedures. Consultant shall report instances of non-compliance with Board policies and procedures, quality issues, or timing concerns within a reasonable time based on the type of infraction and effect on the School Consolidations.
- H. Review and reconcile invoices and provide input to Board Project Team.

#### **1.3 Contract Management (Consultant and Consultant's Subcontractors)**

- A. Consultant will provide contract management and administration for its subcontractors/consultants identified in Section 2.
- B. Develop SOW's for subcontractors and consultants. Said SOW's shall be available to the Board upon request.
- C. Develop and manage Consultant's subcontractor and consultant contracts, including contract amendments and change orders, consistent with Consultant's Agreement with the Board. Consultant shall provide the Board with information and documentation regarding its efforts to deliver the Services in the most cost-effective manner available upon the Board's request, including for example copies of the underlying subcontracts.
- D. Coordinate Consultant's subcontractor walkthroughs for project bids and scheduling.



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- E. Manage Consultant's vendor and subcontractor capacities to align with project schedule.
- F. Monitor Consultant's subcontractors' compliance with Board policies and procedures.
- G. Direct and oversee the planning, quality assurance, auditing and monitoring of Consultant's subcontractors.
- H. Review, reconcile and pay Consultant's subcontractors' invoices.
- I. Obtain necessary insurance certificates and assure subcontractor compliance with all Board requirements and regulations.

**1.4 Implementation Management.** Consultant shall manage, oversee and ensure satisfactory completion of the following implementation activities:

- A. High Value Asset and IT Asset Inventory – being performed by GWS at a cost of \$5.00 per item inventoried.
- B. General Inventory and Asset Fulfillment – See Section 1.7, being performed by GWS under fixed cost basis.
- C. Move scheduling, preparation, coordination and management – GWS shall perform the following services under the fixed cost basis:
  - i. Development of schedule and logistics for delivery of moving boxes and supplies to schools as necessary.
  - ii. Development of pre-printed labeling system for all moveable and disposable assets.
  - iii. Contingency planning for project delays or efficiencies.
  - iv. Scheduling, coordination, and management of Board's movers.
  - v. Coordination of site access, building access, street access, dock or other loading/unloading locations.
  - vi. Complete assessment and identification of schools that require additional packing and organization time.
  - vii. Schedule and coordinate any pre-move activities that will assist in the efficiency and cleanout of the Closing Schools.
  - viii. Schedule and coordinate packing, organizing, sorting, and moving activities in Closing Schools.
- D. Lock Changes – See Section 2.6, being performed by GWS under variable cost basis.
- E. Records – GWS shall oversee records management planning, preparation, sorting, packing, pick-up and delivery that will be performed by the Board's other contractors. GWS's services to be provided under the fixed cost basis.
- F. Textbook and Other Curriculum Materials Inventory, Sort, and Pack – See Sections 2.7-2.8, being performed by GWS under variable cost basis.
- G. Library Inventory, Sort, and Pack – See Section 2.9, being performed by GWS under variable cost basis.

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- H. Shred/Recycle Management – See Section 2.10, being performed by GWS under variable cost basis.
- I. Kitchen Equipment Disconnect/Removal/Reconnect – GWS shall perform the following management activities to enable satisfactory completion by the Board's other contractors of the disconnect/removal/reconnect of the kitchen equipment
- Coordination of Board's contractors to complete the disconnection and disassembly needs for kitchen equipment including the cutting and capping of gas and water lines and the disassembly of walk-in freezers.
  - Coordinate Board's contractors so that all equipment is removed, repurposed, sold, or scrapped. Upon completion of fulfillment of Welcoming Schools, the remainder of usable kitchen equipment must be dispersed by the Consultant to non-actionable district schools or warehouse facilities.
- J. Facilities Equipment Management - Inventory and then oversee the relocation of facilities equipment including but not limited to lawnmowers, snow blowers, landscaping equipment, ladders and tools.
- K. Furniture, Office Contents and Other Moveable Assets Management
- Coordinate the relocation of offices and contents not covered in any of the preceding sections.
  - Coordinate the relocation of all moveable assets not covered in any of the preceding sections including but not limited to items in the chart below:

<b>Furniture</b>	<b>Education</b>	<b>Records</b>	<b>IT Assets</b>	<b>Facilities</b>
Book shelves	Charts, Maps, Flags	Active Student Records	Monitors	Building Room Signage
Cafeteria Tables	Easels & art supplies	Artistic, archival and historical items	PCs and Laptops	Building supplies
Carts	Grant Funded Materials and Equipment	Employee Records	Printers; Scanning Machines	PA system equip. & speakers
Chairs	Gym/sporting equipment	Financial Records	Projectors	Bulletin boards
Cubbies	Manipulatives	Historical Student Records	Servers and Switches	Displays cases & contents
Desks	Musical Instruments	Special Ed Student Records	Smart Boards	Fax and Copy Machines
Safes	Special Ed Materials and Equipment		Telephone systems and equipment	Dry erase boards
Storage cabinets &	Teaching supplies		Security dvrs, servers and access control	Environmentally hazardous chemicals &

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<b>Furniture</b>	<b>Education</b>	<b>Records</b>	<b>IT Assets</b>	<b>Facilities</b>
contents			systems	equipment
Student desks	Text Books			Food Service Kitchen equipment
Tables	Toys			Maintenance and service equipment
Workstations & File Cabinets				Nursing and medical equipment supplies
				Office supplies
				Security cameras and equipment

**1.5 Building Closure and Decommissioning Management**

- A. Coordinate the collection, organization and staging of all unused furniture assets within each Closing School that may be auctioned off or salvaged for monetary reimbursement back to the Board.
- B. Coordinate the removal and delivery of all remaining usable assets.
- C. Coordinate the removal, storage, and liquidation of unused security services equipment including servers, DVRs and access control systems.
- D. Coordinate the liquidation of any items of material value and payments back to Board.
- E. Monitor and provide documentation and reports on liquidation/recycling refund amounts.
- F. Coordinate disposal of remaining items.
- G. Coordinate draining of plumbing and boilers and preparation for decommissioning.
- H. Coordinate timing for utility shutoffs.
- I. Coordinate final meter reads.
- J. Coordinate building signage removal.
- K. Complete final walkthroughs to ensure all materials have been removed and space is broom clean.
- L. Coordinate the cancellation of service agreements (trash, pest control, landscape, etc.)

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- M. Coordinate building board up, in accordance with current City of Chicago code requirements, and vandal proof securing activities.

#### 1.6 Project Close-Out Activities

- A. Compile comprehensive invoice review and reconciliation.
- B. Provide final project report including efficiencies, successes, and lessons-learned items.
- C. Coordinate post-project survey and assessment with Board Project Team.
- D. Follow up and close-out any open items.

#### 1.7 General Inventory and Asset Fulfillment

- A. General Inventory
  - i. Complete general inventory of all other assets not included in high value asset inventory for all types of schools as identified in the Schedule of Compensation. General inventory must include counts, descriptions, school/room locations and condition of items. All inventories must be completed and available in electronic format to Board Project Team by **May 17, 2013**.
  - ii. Identify all moveable assets that have any special requirements for disassembly and reassembly.
- B. Asset Fulfillment
  - i. Develop from/to lists for the fulfillment of all Welcoming School assets. The from/to lists will be derived from a combination of predetermined school requirements and principal requested assets. Each Welcoming School will be matched with one or more Closing School(s) and the Welcoming School may only receive assets from that Closing School(s).
  - ii. In conjunction with the security department and other Board groups, coordinate the removal of personal property from school. This will include documentation to be completed and collected for any staff attempting to remove personal assets.
  - iii. Fulfillment of Welcoming School moveable assets requests.
    - a) Develop plans and logistics for fulfilling Welcoming School assets from the Closing Schools.
    - b) The Consultant must submit its methodology for fulfillment of additional principal requests including capabilities for real time web-based request and fulfillment systems.
  - iv. Coordinate the identification, disassembly, move and reassembly of workstation furniture, file cabinets, shelving and other furniture required for office staff or other traditional office areas within the Welcoming Schools.
- C. Inventory and Assessment of Remaining Learning Materials; Distribution
  - i. Collect texts and other instructional material from closed schools and CPS warehouse
  - ii. Manage online book fulfillment service for all CPS schools
  - iii. Manage and supervise the removal of remaining items to awarded vendor/vendors from staging facility by 4/1/14 in accordance with Board policy

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#### **Section 2 - GWS VARIABLE SERVICES (Self Performed and Sub Contracted)**

**2.1 High Value and IT Asset Inventory** to be billed at actual price per item. (\$5.00/item) (Other items/services under this Section remain variable and subject to change from those estimates indicated on the spreadsheet included as part of the Schedule of Compensation in Exhibit B.)

- A. Board to provide in a timely manner the appropriate system files and database of High-Value and IT Assets with tag numbers, descriptions, etc., in order for Consultant to perform the inventory within denoted timeframe below.
- B. Confirm that each device on the electronic inventory is present during the physical inventory, record the originating room on the validation report and note the absence of any device. These activities are to be performed via bar code reader to minimize the event of error, recording both serial numbers and asset tags with that bar code reader, to the extent possible.
- C. Identify which devices did not appear on the Validation Report, but are present during the physical inventory. Search for these devices' serial numbers and asset tags via an online form
  - i. For those found where the serial number and/or asset tag have an exact match; update inventory accordingly; record the required information on the validation report and identify them as FOUND.
  - ii. For those found where the serial number or asset tag are deemed by the site to match sufficiently:
    - a) Copy the corrected data into the inventory sheet;
    - b) Record the required information on the validation report and identify them as FOUND; and
    - c) Place a hand written asset tag on the device, indicating that this machine has an ambiguous state.
  - iii. For those devices not found at all:
    - a) Enter all the information onto the sheet directly from the physical asset;
    - b) Record the required information on the validation report and identify them as FOUND; and
    - c) Place a CPS IT Asset tag on the device, indicating that this machine has an ambiguous state.
- D. Consultant is required to preserve Inventory for subsequent tasks and upload inventory spreadsheets per Board specifications.
- E. High Value & IT asset inventory must be completed with documentation available to appropriate Board departments by **June 1, 2013**.
- F. **COMPREHENSIVE REPORTING:** *Consultant will receive an electronic version of the asset inventory data for each respective school location.*
  - i. Validation reports must be completed within one week of each day's activity
  - ii. The validation report must clearly define the status of each asset: Verified (A. above); Missing Tag (Verified yet missing Asset Tag (B. above)); Found (applied new CPS IT Asset Tag). Any scanned asset will have the asset information (contract data points) updated, to the extent possible, regardless of status.

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#### **2.2 Boxes and other Move Materials**

Procure and distribute to all locations, for all moving needs, adequate standard moving totes, speed packs, standard records boxes, packing materials, and other move materials required for the packing of materials in both Closing and Welcoming Schools.

#### **2.3 Warehouse Space, Personnel, and Equipment**

Provide warehouse services as required to complete activities as described in this Scope through December 31, 2013.

#### **2.4 School Securing and Board-Up**

Complete building board up and vandal-proof securing activities, in accordance with City Municipal Code 13-12-125 for City of Chicago building decommissioning requirements.

- A. School Securing/Steel Bollards - Parking Lots of Closed School Buildings
  - 1. GWS, through its subcontractors, will provide installation of bollards at closed facilities to prevent unauthorized entrance or use of building property including parking lots and other open spaces.
- B. School Securing/Fencing of Closed School Buildings
  - 1. GWS, through its subcontractors, will provide complete fencing of 30 buildings' perimeters recommended by CPS Safety and Security, following CHA's guidelines for abandoned buildings
  - 2. Management and Supervision of procuring, installation and completion of fencing
- C. Mural/Artwork Removal and Installation
  - 1. Installation Services – GWS, through its subcontractors will install murals removed from closing schools into other locations within CPS. The projected cost for installation of the murals is based on the cost of fabricating conservation grade mechanical stretchers, strip-lining the murals with Belgian linen, stretching, delivering the murals, and installing and hanging the murals at the those locations.
  - 2. GWS's subcontractor will provide Installation Services for the removed murals from closed buildings.
  - 3. GWS's subcontractor will utilize the fullest extent of all traditional and contemporary methods and technology available as deemed necessary for the successful installation and finishing of the CPS murals.
  - 4. GWS's subcontractor will provide at no additional cost all materials and supplies required to install and finish the murals including specific adhesives, hanging hardware, scaffolding, or any conservation-safe material which may be needed for the installation and hanging services.
  - 5. GWS's subcontractor will provide digital format documentation of installation/hanging process, such as photographic documentation and a final report.
  - 6. GWS's subcontractor will make conservators available to interested CPS groups for educational purposes, including informal discussions, educational

## **Exhibit A-1**

### **Updated Scope of Services**

presentations and tours of conservation laboratory in reference to work performed for CPS.

#### **2.5 Decommissioning/Liquidation/Disposal**

- A. Complete the collection, organization and staging of all unused furniture assets within each Closing School that may be auctioned off or salvaged for monetary reimbursement back to the Board.
- B. Complete removal and delivery of all remaining usable assets.
- C. Complete removal, storage, and liquidation of unused security services equipment including servers, monitors, DVRs, and access control systems.
- D. Complete liquidation of any items of material value.
- E. Complete payments back to Board for value of liquidated items.
- F. Complete disposal of remaining items.
- G. Coordinate completion of utility shutoffs.
- H. Provide final meter reads.
- I. Manage complete building signage removal.

#### **2.6 Facilities Lock Changes**

- A. In conjunction with Board Facilities, complete the necessary lock changes and key requests for each Closing School.
- B. Provide keys to designated Board representatives.

#### **2.6A Winterization for Closed Facilities through forced air heating**

- A. Rental and Installation by GWS's subcontractors of all equipment for the heating season, including heating units, necessary hoses, fans, monitoring devices, basic gas connection, delivery and removal of all equipment.
- B. In the event special connections are required for gas lines or additional heating units are required due to unforeseen circumstances, additional charges may be incurred if approved by CPS in advance.

#### **2.7-2.8 Text Book & Other Curriculum Materials Inventory, Sort, Pack, Move and Warehouse**

- A. Text Books
  - i. Complete the inventory and redistribution of textbooks. Consultant shall keep a separate inventory of textbooks and shall ensure order of the packaging, labeling

## Exhibit A-1

### Updated Scope of Services

- and transfer to the Welcoming Schools, proper cataloging and physical placement within the specified classrooms.
- ii. Follow guidelines to identify obsolete text books and make arrangements for the disposal/recycling of text books from Closing and Welcoming School locations.
  - iii. Sort and pack text books in schools and label boxes with the school name, text book name and ISBN number of the text book.
  - iv. Provide a real time inventory of text books to be accessible by Board personnel and setup a process for principal requests and fulfillment.
  - v. Identify any shortages of text book requests by **May 20, 2013** to allow for the ordering and fulfillment of requested text books.
  - vi. Text book deliveries and fulfillment must be completed no later than one (1) week prior to the start of school for the 2013-2014 school year.
- B. Grant-Funded Materials
- i. Grant-funded materials, including textbooks and other education materials, must stay with the students/teachers/principals participating in or responsible for grant-funded assets.
  - ii. Consultant shall work with the Board Project Team to identify all grant-funded materials and separating them from the other curriculum materials for segregated sorting, packing, and moving said materials by Board's hired movers.
- C. Special Education (SPED) Materials
- i. Special education materials, including textbooks and other curriculum materials and equipment, must stay with the students/teachers/principals participating in or responsible for the special education programs.
  - ii. Consultant shall work with the Board Project Team to identify all special education materials and separating them from the other curriculum materials for segregated sorting, packing, and moving said materials by Board's hired movers.
- D. Other Curriculum Materials
- i. Coordinate the inventory, sorting, packing and redistribution of other curriculum and supplies including but not limited to charts, maps, flags, easels, art supplies, gym equipment, manipulatives, musical instruments and toys by Board's hired movers.
  - ii. Coordinate that Board's hired movers track items related to specific educational programs including but not limited to Early Childhood Education, English Language Learners and Special Education Services that are so designated by Board employees during the move process.
  - iii. While exact counts are not required, coordinate that all like items be boxed together by Board's hired movers and/or packers and require that estimates of amounts provided as part of the general inventory (e.g., 1 box of approximately fifty (50) erasers would be a line item on the inventory).
  - iv. Provide mechanism and opportunity for Welcoming School principals to request additional instructional materials and supplies required.
  - v. Coordinate delivery and fulfillment of assets to school locations to be completed at least one week prior to the start of school by Board's hired movers.
- E. Inventory and Assessment of Remaining Learning Materials and Distribution of same
- i. Pack and Pick-up Textbooks, Kits, Teaching Materials, Workbooks from Closed Schools Buildings and transport to Von Humboldt, 2620 W. Hirsch St. Chicago
  - ii. Crew to unpack and sort textbooks and workbooks by
    - a. Publisher



## **Exhibit A-1**

### **Updated Scope of Services**

- b. Subject/Topic
    - c. Grade
    - d. Version
  - iii. Crew to unpack and sort supplies, Kits, gym items, etc for reuse
  - iv. GWS will inventory items and put online for ordering purposes by CPS schools
  - v. It is currently anticipated that CPS will be able order items online 1/15/14 to 1/30/14
  - vi. Once orders are fulfilled, GWS will solicit vendors to remove remaining textbooks, workbooks, etc by 3/1/14
  - vii. Von Humboldt will have final broom sweep after facility is empty
- F. Packing and Shipping of Remaining Learning Materials
- i. Crew will Pack Textbooks, Kits, Teaching Materials, Workbooks etc. at Von Humboldt, 2620 W. Hirsch St., Chicago, according to orders placed online according to school.
  - ii. GWS will coordinate deliveries to schools using CPS's transportation staff and equipment
  - iii. GWS will self perform or hire a subcontractor to deliver items based on capacity of CPS's Transportation staff and equipment.

### **2.9 Library Inventory, Sort, Pack, Move and Warehouse**

- A. Identify existing library collections and coordinate the packing of usable library materials identified by the Board, including books, equipment (computers, scanners, etc.) and other instructional materials. Based on a Board-provided rubric, obsolete library materials should be disposed of or recycled.
- B. Libraries should be packed up according to shelf order, assuming that the library is organized with a classification system. Boxes should be labeled according to the Dewey range that the box contains or packed onto library carts in the exact order removed from the shelves and shrink-wrapped for delivery to Welcoming Schools.
- C. Coordinate fulfillment requests with the principals of the Welcoming Schools for the redistribution of library books and materials.

### **2.10 Shred/Recycle Services and Materials**

- A. Complete an analysis of each Closing and Welcoming School and determine the amount of shred bins or other materials required to complete clean-up activities.
- B. Provide a schedule for the delivery of bins to each actionable school to take place prior to the end of the school year.
- C. Develop instructional materials for staff on how to request pick-up of bins and delivery of additional bins.
- D. Ensure the pick-up and shredding of all materials in shred bins.
- E. Identify opportunities for recycling within schools and complete the collection, pick-up and recycling of materials.

## **Exhibit A-1**

### **Updated Scope of Services**

- F. Maintain and provide reports on the amount of materials shredded and recycled throughout the duration of the project.

#### **Dispute Resolution**

The Board and Consultant acknowledge that all disputes will delay the timely completion of this Project. To the furthest extent possible, the parties shall work cooperatively to minimize these disputes and resolve them as quickly as possible. The Board's Project Manager shall work with the Consultant's project management team to resolve any disputes. Any dispute that cannot be resolved between them shall be referred to the Board's Chief Executive Officer and the Consultant's Chief Executive Officer. Either party may give written notice of such dispute to the other in accordance with the Notice provisions in the Agreement. The parties shall meet within fifteen (15) days of notification to resolve the dispute.

#### **Change Order Process**

During the Term of this Agreement, the parties may determine that a change to this Scope of Services is necessary. In such an event, and to the extent that said changes do not exceed the authority granted by the Board to its authorized representatives, the Board and Consultant shall negotiate and agree in writing to Change Orders. All Change Orders shall be in writing and shall contain a detailed description of the change in services and corresponding prices or other changes that are within the current Scope. After the Change Order has been signed by the authorized representatives of both parties, the approved change will be implemented. Material revisions to the Scope and the Compensation shall require a written amendment to the Agreement. Material revisions means (i) increasing the cost of the Scope beyond the maximum compensation amount approved by the Board as described in the authorizing Board report; (ii) substantial reduction of the Scopes of Services; (iii) expanding the Scope of Services beyond the authorized Scope of Services as described in the authorizing Board report; (iv) extending the time for performance of Services beyond the time period approved by the Board. Consultant shall not be required to perform services outside the scope of this Agreement without a signed change order or amendment, as applicable.

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**Exhibit B-2 to Services Agreement**

**Second Updated Summary of Budget**

#	Section 1 - GWS Fixed Cost Services (GWS Self-Performed)	Budget	First Amendment	Second Amendment
1.1	Program Management/Project Management	511,055.00	\$ 511,055.00	511,055.00
1.2	Vendor Management and Owners Representation	110,771.00	\$ 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	80,458.00
1.4	Implementation Management	1,490,868.00	\$ 1,490,868.00	1,490,868.00
1.5	Building Closure Decommissioning Management	118,090.00	\$ 118,090.00	118,090.00
1.6	Project Close-Out	163,959.00	\$ 163,959.00	163,959.00
1.7	General Inventory & Asset Fulfillment	1,039,450.00	\$ 1,030,600.00	1,030,600.00
<b>Subtotal Section 1</b>		<b>3,514,651.00</b>	<b>3,505,801.00</b>	<b>3,505,801.00</b>
#	Section 2 - Estimated GWS Variable Cost Services (GWS Self-Performed and Subcontracted)	Budget	First Amendment	Second Amendment
2.1	High Value & IT Inventory (billing actual \$5.00 per item - changed to \$6.50 per item)	234,000.00	\$ 258,000.00	255,118.50
2.2	Boxes and other move materials	355,000.00	\$ 800,000.00	792,700.68
2.3	Warehousing Space, Personnel and Equipment	317,600.00	\$ 500,000.00	495,378.15
2.4	School Securing and Board-Up	490,000.00	\$ -	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	900,000.00
2.6	Facilities Lock Changes	102,000.00	\$ -	62,000.00
2.7	Text Book & Curriculum Inventory (Follet)	672,000.00	\$ 580,000.00	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	50,000.00
<b>Subtotal Section 2</b>		<b>3,397,000.00</b>	<b>3,445,250.00</b>	<b>3,625,197.33</b>
#	Section 3 - Additional Scope/Addendum	Budget	First Amendment	Second Amendment
3.1	Daily KPI	60,000.00	\$ 60,000.00	60,000.00
3.2	Furniture Addendum #1 to 1.4	73,250.00	\$ 73,250.00	73,250.00
3.3	Furniture Addendum #2 to 1.4	86,400.00	\$ 86,400.00	86,400.00
3.4	Active Records	765,626.00	\$ 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	4,500,000.00
3.6	Artwork	88,046.00	\$ 88,046.00	238,046.00
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	148,090.00
3.8	AUSL & Welcoming to 1.4	275,000.00	\$ 275,000.00	275,000.00
3.9	Library Pack & Move	280,000.00	\$ 280,000.00	280,000.00
3.10	Kitchen Move	180,000.00	\$ 180,000.00	180,000.00
3.11	Furniture Addendum #3 to 1.4	80,000.00	\$ 80,000.00	80,000.00
3.12	Out of Scope IT Disconnect	405,988.00	\$ 405,988.00	405,988.00
3.13	Ryerson Surge	29,000.00	\$ 29,000.00	29,000.00
3.14	Inactive Records	700,000.00	\$ 700,000.00	700,000.00
3.15	Robert Bobb Group Active Records		\$ 74,000.00	74,000.00
3.16	SmartBoard Installation		\$ 450,000.00	450,000.00
3.17	Co Locations		\$ 350,000.00	350,000.00
3.18	Surge		\$ 290,000.00	261,000.00
3.19	Category 2 Schools - Summer Schools		\$ 1,200,000.00	500,000.00
3.2	Reshuffle of Extra PC for DOA		\$ 57,600.00	57,600.00
3.21	17 Additional Welcoming Schools with 25 + Students		\$ 850,000.00	102,000.00
3.22	WAP Surge		\$ 368,117.00	368,117.00
3.23	Miscellaneous Reconnect/Furniture/Server/Delays		\$ 750,000.00	250,000.00
3.24	Final Report			100,000.00
3.25	Decommission			1,200,000.00
3.26	Contract Management (3.5% additional on pass throughs over \$2.3 million)			200,200.00
<b>Subtotal Section 3</b>		<b>5,806,630.52</b>	<b>11,850,878.20</b>	<b>11,734,317.00</b>

**Exhibit B-2 to Services Agreement**

#	Section 5 - Additional Scope/Addendum	Budget	First Amendment	Second Amendment
5.1	Set up of redistribution of remaining learning materials			2,900,000.00
5.2	Packing and Shipping of remaining learning materials			1,000,000.00
5.3	Decommission			2,200,000.00
5.4	Mural/Art Installation			150,000.00
5.5	School Securing/Board Up			3,150,000.00
5.6	School Securing/Fencing			1,620,000.00
5.7	School Securing/ Steel Bollards-Parking Lots			500,000.00
5.8	Winterization of closed buildings (Heat)			350,000.00
5.9	Furniture Redistribution			44,000.00
5.10	Disposition (scrap/salvage)			(108,300.00)
<b>Subtotal Section 5</b>		-	-	<b>11,805,700.00</b>
<b>Grand Total</b>		<b>12,718,281.52</b>	<b>18,801,929.20</b>	<b>30,671,015.33</b>

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
4.10	Clear out of Batavia		\$15,000.00	No Charge
4.11	Technology (scanners, database management, software integration, training)		\$40,000.00	No Charge
		1700		
		\$ 144,500.00	\$280,000.00	
			Approximate Savings to CPS: \$424,500	