

FIRST RENEWAL OF PROGRAM MANAGEMENT SERVICES AGREEMENT
(JACOBS PROJECT MANAGEMENT CO.)

THIS FIRST RENEWAL OF PROGRAM MANAGEMENT SERVICES AGREEMENT ("First Renewal Agreement") is effective as of September 1, 2018 ("Effective Date") and is entered into between the Board of Education of the City of Chicago, a body politic and corporate ("Board") and Jacobs Project Management Co., a Delaware corporation ("Program Manager" or "Jacobs").

RECITALS

1. Board and Program Manager entered into that certain Program Management Services Agreement with an Effective Date of August 1, 2016 ("**Original Agreement**") for an initial term commencing August 1, 2016 and ending July 31, 2018 (authorized by Board Report 16-0727-PR7). The Original Agreement was amended by: A) That certain First Amendment of Program Management Services Agreement with an Effective Date of August 1, 2016 ("**First Amendment**") authorized by Board Report 17-0524-PR7; and B) That certain Second Amendment to the Program Management Services Agreement ("**Second Amendment**") entered into as of July 31, 2018, which amended and extended the initial Term length through August 31, 2018. The Original Agreement, First Amendment, and Second Amendment collectively are referred to herein as the "**Existing Agreement.**"
2. Pursuant to the Original Agreement, Board has three (3) options to renew for respective periods of one (1) year each.
3. Board hereby desires to exercise its first option to renew the Existing Agreement for the First Renewal Term (defined below), as set forth in Section 2 of the Original Agreement, for an additional period of one year upon the terms and conditions set forth herein, which terms are acceptable to Program Manager.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as though fully set forth herein, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Defined Terms.** All defined and/or capitalized terms used herein shall have the same meaning as set forth in the Existing Agreement unless otherwise defined herein or the context clearly requires a different meaning or connotation. The "**Agreement**" shall consist of the Existing Agreement, as amended and renewed by this First Renewal Agreement.
2. **First Renewal Term.** In accordance with Section 2 of the Original Agreement, the parties agree that the Existing Agreement shall be and is hereby renewed for the First Renewal Term, which shall commence on September 1, 2018 and end on August 31, 2019, unless sooner terminated in accordance with the terms of the Agreement ("**First Renewal Term**").
3. **Two Remaining Renewal Options.** Board has two (2) remaining options to renew the Agreement after the expiration of the First Renewal Term.
4. **Scope Of Services And Delivery Of Materials.** During the First Renewal Term,

Program Manager shall continue to provide the type of materials and services set forth in the Existing Agreement (including without limitation Section 3 of the Original Agreement and "Exhibit A – Scope of Services" attached to the Original Agreement and incorporated therein) in accordance with the terms and conditions of this Agreement. "Services" means, collectively, the services, deliverables, duties and responsibilities described in 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. The Board retains final authority with respect to all Services- related decisions.

The provisions of this Section 4 shall survive the expiration or termination of this Agreement.

5. **Compensation.** Compensation for Services during the First Renewal Term shall be payable in accordance with the compensation provisions, terms, and conditions set forth in the Agreement; provided however, for Services provided on or after the Effective Date of this First Renewal Agreement, payment schedules in the Existing Agreement are deemed deleted and superseded by the payment schedule set forth in "Exhibit B-2 – Payment Schedule – First Renewal Term" attached hereto and incorporated herein. For Services provided during the First Renewal Term, "Exhibit B-2 – Payment Schedule – First Renewal Term" supersedes both "Exhibit B – Payment Schedule" (attached to the Original Agreement) and "Exhibit B-1 – Revised Payment Schedule" (attached to the First Amendment).

6. **Maximum Compensation.** The total maximum compensation payable to Program Manager for Services provided during the First Renewal Term, inclusive of any and all reimbursable expenses specifically identified in Exhibit B-2 – Payment Schedule – First Renewal Term, shall not exceed the sum authorized by Board Report 18-0822-PR4, being Sixteen Million Five Hundred Thousand and 00/100 Dollars (\$16,500,000.00 ("**Maximum Compensation Amount**") without the prior approval of the members of the Board and a written amendment to the Agreement. All reimbursables are included within this Maximum Compensation Amount.

It is understood and agreed that the Maximum Compensation Amount referenced hereinabove is a 'not-to-exceed amount' and is not a guaranteed payment. Compensation during the First Renewal Term shall be based on actual Services performed during the First Renewal Term of this Agreement and the Board shall not be obligated to pay for any Services or deliverables not in compliance with this Agreement. In the event this Agreement is terminated early, the Board shall only be obligated to pay the fees incurred up to the effective date of termination and Program Manager shall promptly refund to the Board any payments received for Services and deliverables not provided.

7. **Personnel.** As of the Effective Date hereof, the references to "Key Personnel" and to "Exhibit C – Key Personnel" in Subsections 6.1 and 6.2 of the Original Agreement shall be deemed to refer to "Exhibit C-1 – Revised Key Personnel" attached hereto and incorporated herein. As of the Effective Date, Exhibit C-1 – Revised Key Personnel shall supersede Exhibit C – Key Personnel attached to the Original Agreement.

8. **Section 10 (Confidential Information, Dissemination of Information, Ownership, Survival).** Section 10 (Confidential Information, Dissemination of Information, Ownership, Survival) of the Original Agreement is amended as follows:

This Redacted Agreement Will Be Posted On The CPS Internet Website.

A. The following language is added to Subsection 10.1. (Confidential Information) of the Original Agreement:

It is understood that Confidential Information may also include confidential or proprietary information of third parties provided by the Board to Program Manager in the course of the performance of Services under the Contract. Confidential Information will not include information that is: (i) or becomes part of the public domain through no fault of Program Manager; (ii) made available to Program Manager by an independent third party having the legal right to make such disclosure; and (iii) information that can be established and documented by Program Manager to have been independently developed or obtained by Program Manager without violating the confidentiality obligations of the Contract and any other agreements with the Board. Program Manager shall not copy or otherwise reproduce the Confidential Information for any purposes outside the terms of the Contract without the prior written consent of the Board. Program Manager shall use at least the same standard of care in the protection of Confidential Information as Program Manager uses to protect its own confidential information, but in any event, such Confidential Information shall be protected in at least a commercially reasonable manner. Notwithstanding the foregoing, it is understood and agreed that such protection of the Confidential Information may be subject to the special requirements set forth in the Family Educational Rights and Privacy Act ("FERPA") and the Illinois School Student Records Act ("ISSRA"). Upon the expiration or termination of the Contract, Program Manager 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 including copies stored in any computer memory or storage medium.

In the handling of Confidential Information, Program Manager shall protect against the unauthorized access, use or disclosure of Confidential Information by employing security measures when handling Confidential Information that are at least as safe as the following:

- a. When mailing physical copies of Confidential Information, send the Confidential Information in a tamper-proof, labeled container, with a tracking number and a delivery confirmation receipt;
- b. Encrypt all Confidential Information stored on portable or removable electronic media, such as CDs, DVDs, electronic tape, flash drives, etc.. Encryption must utilize the Advanced Encryption Standard ("AES") algorithm with a key of 256 bits or greater ("Encrypt"). Confidential Information stored in any portable or removable electronic media shall only be mailed in accordance with the provisions of Section 9(c)(i) above;
- c. Program Manager shall not send with Encrypted Confidential Information, via mail or electronically, any password or other information sufficient to allow decryption;

- d. Program Manager shall not leave Confidential Information in any medium unsecured and unattended at any time;
- e. Program Manager shall keep all physical copies (paper, portable or removable electronic media, or other physical representations) of Confidential Information under lock and key, or otherwise have sufficient physical access control measures to prevent unauthorized access;
- f. Program Manager shall password protect any laptop or other electronic device that contains Confidential Information. Additionally, any laptop or other electronic device that contains Confidential Information shall have its full hard drive Encrypted. Program Manager shall not leave any laptop or other electronic device unattended without enabling a screen-lock or otherwise blocking access to the laptop or other electronic device. Program Manager shall ensure that no password or other information sufficient to access a laptop or electronic device containing Confidential Information is attached to or located near the laptop or other electronic device at any time.
- g. Program Manager shall secure the Confidential Information stored on its systems, including but not limited to any servers, by employing adequate security measures to prevent unauthorized access to that information. These measures include policies, procedures, and technical elements relating to data access controls. In addition, Program Manager shall use standard security protocols and mechanisms to protect the exchange and transmission of Confidential Information.
- h. Confidential Information shall be stored, backed up, and served only on servers located in the continental United States. Program Manager's network where Confidential Information may be stored shall have an in-line intrusion prevention system that inspects incoming data transmissions. Program Manager shall have a documented disaster covered plan for the electronic systems where Confidential Information may be stored. Data stored in cloud-based systems must be protected in the same manner as local data as described throughout the Contract.

B. The following language is added to Subsection 10.3. (Unauthorized Access, Use or Disclosure of Confidential Information) of the Original Agreement:

Program Manager shall bear the losses and expenses (including attorneys' fees) associated with a breach of Program Manager's obligations for the protection and handling of Confidential Information including, without limitation, any costs: (1) of providing notices of a data breach to affected persons and to regulatory bodies; and (2) of remedying and otherwise mitigating any potential damage or harm of the data breach including, without limitation, establishing call centers and providing credit monitoring or credit restoration services, as requested by the Board. Program Manager shall include provisions consistent with this Section in contracts with any subcontractors providing any Services under the Contract.

This Redacted Agreement Will Be Posted On The CPS Internet Website.

C. Subsection 10.5. (Press Releases, Publicity, Board Intellectual Property) of the Original Agreement is deleted in its entirety and substituted in lieu thereof is the following language:

10.5. Press Releases, Publicity, Board Intellectual Property. Program Manager shall not issue publicity news releases; grant press interviews; use any intellectual property belonging to the Board, including but not limited to the CPS logo or the logos of any schools during or after the performance of any Services without the prior written consent of authorized representatives of the Board. Furthermore, Program Manager shall not photograph or film or cause others to photograph or film within any CPS school or facility without the prior express written consent of the Board's Chief Communications Officer or his/her designee.

9. **Section 11.8. (Criminal History Records Search).** Section 11.8. (Criminal History Records Check) of the Original Agreement is deleted in its entirety and substituted in lieu thereof is the following language:

11.8 **Background Check.** Program Manager represents and warrants that it shall comply with the following requirements for DNH Check, Criminal History Records Check and DCFS Check, and such other procedures as may be determined necessary by the Board from time to time, for each employee, agent, volunteer or subcontractor who may provide Services (individually and collectively "Staff") ("**Background Check**"). Contact via text messages, live chats, emails, telephone, in person, or through any other means shall be considered "contact" for purposes of this Section. Program Manager shall not allow any Staff to: (1) provide Services until the Board has completed a DNH Check; or (2) have contact with students until Program Manager has confirmed with the Board that each respective Staff has successfully completed the Criminal History Records Check in accordance with the following requirements:

a. Do Not Hire List. As an initial screening step that must be completed as part of the Background Check, the Board will perform a check of eligibility of each Staff that may provide Services hereunder by checking the Board's "Do Not Hire" ("**DNH**") records ("**DNH Check**"). The Board will utilize the DNH Check process that the Board uses for its own prospective staff. Staff with a DNH designation shall not provide Services hereunder.

b. Criminal History Records Check. Program Manager shall, at its own cost and expense, have a complete fingerprint-based criminal history records check conducted on each Staff who may have contact with CPS students through the process established by the Board, including using the Board's contracted vendor for conducting such checks on all Staff, and otherwise in accordance with the Illinois School Code (105 ILCS 5/34-18.5), the Sex Offender and Child Murderer Community Notification Law (730 ILCS 152/101 et seq.), and the Murderer and Violent Offender Against Youth Registration Act (730 ILCS 154/1 et seq.) ("**Criminal History Records Check**"). The results of each Criminal History Records Check shall be adjudicated by the Board. Staff shall not have contact with CPS students prior to successfully completing the Criminal History Records Check. When the Board determines that any Staff has not passed a Criminal History Records Check, such Staff shall not access any Board facility and shall

This Redacted Agreement Will Be Posted On The CPS Internet Website.

not have contact with any CPS student hereunder. A complete Criminal History Records Check includes the following:

- i. Fingerprint-based checks through the Illinois State Police and the Federal Bureau of Investigation;
 - ii. A check of the Illinois Sex Offender Registry and the Nationwide Sex Offender Registry; and
 - iii. A check of the Illinois State Police Murderer and Violent Offender Against Youth Registry.
- c. Department of Children and Family Services Check. At Program Manager's cost and expense, the Board shall have the right to check for indicated reports of child abuse and/or neglect with the Illinois Department of Children and Family Services ("DCFS") State Automated Child Welfare Information System (or a comparable determination of child abuse or neglect by a government agency in another jurisdiction) for each Staff who may have contact with CPS students ("DCFS Check"). Program Manager shall follow the directives and processes of the Board for initiating any DCFS Check and the results of each DCFS Check shall be adjudicated by the Board. Staff determined by the Board not to have passed a DCFS Check shall not provide Services, shall not access a Board facility and shall not have contact with any CPS student hereunder.
- d. With respect to each Background Check, Program Manager further represents and warrants that Program Manager shall:
- i. Utilize the process established by the Board for completing each Background Check and immediately initiate all action, as directed by the Board, to have such Background Check performed;
 - ii. Obtain and provide the Board with a signed copy of any release and consent required by the Board to conduct the Background Check from each of its prospective and current Staff in the form determined by, and as directed by the Board;
 - iii. Confirm with the Board's Chief of Safety and Security that each respective Staff has successfully completed the Background Check through the process established by the Board and complied with the Board's directives regarding the results of each Background Check;
 - iv. Not allow: (a) any Staff to provide Services until a DNH Check has been completed by the Board; (b) any Staff who may have contact with CPS students to have Contact with any CPS student until the Criminal History Records Check has been successfully completed and adjudicated by the Board for each such Staff, and the results of the Criminal History Records Check satisfy, at a minimum, the requirements of 105 ILCS 5/34-18.5 and the requirements of all other Acts and Laws referenced in this Section, as may be amended; and (c) any Staff who has not successfully passed a DCFS Check provide Services under this Agreement;

This Redacted Agreement Will Be Posted On The CPS Internet Website.

v. Comply with and require compliance of all Staff with directives from the Board relating to any updates to any Background Check (which updates shall be received and adjudicated by the Board) and provide any other information requested by the Board necessary for the performance by Board of the Background Check and its update process; and

vi. Immediately remove from providing Services and terminate access for any Staff determined by the Board not to have passed a Background Check or update for any matters arising after an initial Background Check.

e. Allocation of Costs and Liquidated Damages. Program Manager is obligated to cause the Background Check to be performed for all Staff, and Program Manager shall be responsible for the costs of such Background Check. Whether or not Program Manager allocates the costs to its subcontractors shall not affect Program Manager's obligations in this Section.

If Program Manager fails to comply with this Section, in whole or in part, then, in addition to the Remedies set forth in this Agreement, the Board may exercise additional remedies, including but not limited to: (i) withholding payments due under this Agreement, and any other agreement Program Manager may have or enter into with the Board until Program Manager remedies such non-compliance to the Board's reasonable satisfaction; (ii) immediately terminating this Agreement without any further obligation by the Board of any kind (other than payment for Services previously rendered pursuant to the terms herein); (iii) seeking liquidated damages; (iv) or taking any other action or remedy available under this Agreement or by law.

Liquidated damages shall be calculated as \$5,000.00 per breach of this Section, which, for purposes of clarity, for the aggregate calculation of liquidated damages, will include each instance of contact with CPS students by Staff as a separate breach. It is understood and agreed that Program Manager's non-compliance with this Section shall constitute a material breach of this Agreement.

10. Section 18 (MBE/WBE Program). Section 18 of the Original Agreement is modified as follows:

A. The second sentence of Section 18 of the Original Agreement (MBE/WBE Program) is modified to reflect that, as of the Effective Date of this First Renewal Agreement, Program Manager agrees to adhere to the minimum participation goals (currently set at 35% MBE and 10% WBE) and to all other applicable MBE/WBE requirements as set forth in the Remedial Plan, as same may be amended from time to time.

B. The following language is added to the end of Section 18 of the Original Agreement:

Program Manager and its subcontractors shall provide all required compliance data with respect to the Remedial Plan via the Board's electronic system available at <http://cps.diversitycompliance.com>. Program Manager and its

This Redacted Agreement Will Be Posted On The CPS Internet Website.

subcontractors shall be responsible for responding to any requests for data or information by the noted response due dates, and shall check the electronic system on a regular basis to manage contact information and contract records. Program Manager shall also be responsible for ensuring that all subcontractors have completed all requested items with complete and accurate information and that their contact information is current.

11. **Sections 5 (Standards of Performance) And 41 (Notices)**. Sections 5 and 41.1 are modified to reflect that the reference to the Chief Administrative Officer shall in lieu thereof reference the Chief Operations Officer.

12. **Freedom of Information Act**. Program Manager acknowledges that the Existing Agreement and this First Renewal Agreement, and all related documents submitted to the Board related to this contract award 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 are subject to reporting requirements under 105 ILCS 5/10-20.44. Program Manager has identified specific information as trade secrets and commercial or financial information where disclosure may cause competitive harm and claims that such information falls within a FOIA exemption. The Board shall redact those portions of this First Renewal Agreement designated as trade secrets or proprietary information and Program Manager acknowledges that the redacted First Renewal Agreement shall be posted on the Board's Internet website at www.cps.edu. Program Manager agrees to defend, indemnify and hold the Board harmless from and against any loss, damage, expense, penalty, or cost, including any and all legal fees, sought in every claim or suit of any kind arising out of the Board redacting those portions of the First Renewal Agreement designated as trade secrets or proprietary information.

13. **Debarment And Suspension**. Program Manager certifies, to the best of its knowledge and belief, after due inquiry, that:

- A. It, its principals, or its subcontractors providing Services under the Agreement are not barred from contracting with any unit of state or local government as a result of violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid rotating) [720 ILCS 5/33E];
- B. It, its principals, or its subcontractors providing Services under the Agreement are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or any unit of state or local government; and
- C. It, its principals, or its subcontractors providing Services under the Agreement have not violated the rules, regulations, or laws of any federal, state, or local government unit or agency.

"Principals" for the purposes of this certification means officers; directors, owners; partners; persons having primary management or supervisory responsibilities within a business entity; and, if a joint venture is involved, each joint venture member and the principals of each such member.

In performing any obligations of the Agreement, Program Manager shall not utilize any firms that the Board has debarred from doing business with CPS pursuant to the Board's Debarment

This Redacted Agreement Will Be Posted On The CPS Internet Website.

Policy (08-1217-PO1), as amended.

14. **Authorization.** Program Manager represents that it has taken all action necessary for the approval and execution of this First Renewal Agreement, and execution by the person signing on behalf of Program Manager is duly authorized by Program Manager and has been made with complete and full authority to commit Program Manager to all terms and conditions of this First Renewal Agreement which shall constitute valid, binding obligations of Program Manager.

15. **Counterparts And Facsimiles.** This First 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.

16. **Existing Agreement.** Except as expressly provided in this First Renewal Agreement, all terms and conditions of the Existing Agreement are and shall remain in full force and effect during the First Renewal Term.

17. **Board Approval.** The execution of this First Renewal Agreement is subject to approval by members of the Chicago Board of Education.

[SIGNATURE PAGE TO FOLLOW]

This Redacted Agreement Will Be Posted On The CPS Internet Website.

IN WITNESS WHEREOF, the parties hereto have caused this First Renewal 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: Frank M. Clark
Frank M. Clark, President

Attest: Estela G. Beltran 11/1/18
Estela G. Beltran, Secretary

Date: 11/1/18

JACOBS PROJECT MANAGEMENT CO.

By: James E. McLean
Name: James E. McLean
Its: Vice President

Attest: Marilyn Lealiou
Name: MARILYN LEALIOU
Its: _____

Date: 10-23-18

By: Janice K. Jackson
Janice K. Jackson, EdD, Chief Executive Officer

Board Report No: 18-0822-PR4-1

Approved as to legal form: Joseph T. Moriarty
Joseph T. Moriarty, General Counsel

Attachments:

Exhibit B-2 – Payment Schedule – First Renewal Term
Exhibit C-1 – Revised Key Personnel



This Redacted Agreement Will Be Posted On The CPS Internet Website.

EXHIBIT B-2
PAYMENT SCHEDULE - FIRST RENEWAL TERM
(See Attached.)

This Redacted Agreement Will Be Posted On the CPS Internet Website.

Chicago Public Schools

Program Management Services

Exhibit B-2: PAYMENT SCHEDULE - FIRST RENEWAL TERM

GROUP 1

Position	Name	Raw Rate Service Year 1	Raw Rate Service Year 2	*** Raw Rate Service Year 3	Multiplier	Bill Rate Service Year 1	Bill Rate Service Year 2	*** Bill Rate Service Year 3	Firm Name	Part Time / Full Time
Assistant DM / Review	LeeAnn Tomas-Foster					\$174.30	\$179.53	\$179.53	Arcadis	PT
ADA DM / Review	Rob Teras					\$108.42	\$111.67	\$111.67	LCM	FT
Arch DM / Review	Dave Perriot					\$94.71	\$97.56	\$97.56	Altusworks	PT
Arch DM / Review	Ken Allen					\$117.76			Altusworks	N/A
Arch DM / Review	Danielle Tilman					\$77.56			Btl	N/A
Arch DM / Review	Ben Kogan					\$109.37	\$112.66		Descoto	FT / NA
Arch DM / Review	Mehermoh Mistry					\$112.77	\$131.25	\$131.25	Jacobs	FT
Civil DM / Review	Mark Kozlowski					\$119.60	\$132.69	\$132.69	IEI	FT
Code Compliance and Permit Manager	Barbara Chun					\$116.65			Jacobs	N/A
Construction CM/FM	Ahmad Barzawi					\$120.41	\$136.73	\$136.73	CCC	FT
Construction PM/CM/FM	David Grouard					\$115.54	\$132.21	\$132.21	Adnorne	FT
Construction PM/CM/FM	Vince Scalla					\$122.37			Descoto	FT / NA
Construction PM/CM/FM	Sara Lee					\$146.05	\$159.47		Jacobs	FT / NA
Construction PM/CM/FM	Tom Arey					\$141.35	\$145.59	\$145.59	Jacobs	FT
Controls - Database Engineer	John Renkar					\$97.61			KFA	PT
Controls Engineer / Asst. PM	Dan Moore					\$85.82	\$99.12	\$99.12	Jacobs	FT
Controls Engineer / Asst. PM	Jennie Miller					\$85.82	\$100.06	\$100.06	Jacobs	FT
Controls Project Engineer	Cynthia King					\$93.94	\$111.06	\$111.06	Descoto	FT
Director - Planning, Programming & Design	Lynne Sopkin					\$123.15	\$146.73	\$146.73	Btl	FT
Doc Control	Jamal Quinn					\$71.18	\$71.89	\$71.89	Jacobs	FT
Existing Database	Was Cheng					\$170.00			TBO	N/A
Lead - Construction PM/CM/FM	John O'Connell					\$157.50	\$162.22	\$162.22	DSR	FT
MEP DM / Review	Michael Belczak					\$178.60	\$179.96	\$179.96	Primera	PT
MEP DM / Review	Rosa Lazebnik					\$160.88	\$162.10	\$162.10	Primera	PT
Ops / Project / Controls Manager	Jason Ide					\$160.18			Jacobs	PT
Program Director / Program Controls	Sandeep Parasnis					\$225.23	\$231.99	\$231.99	Jacobs	FT
Programmer / Planner	Keisha Johnson					\$103.52	\$127.95	\$127.95	Cotter	FT
Programmer / Planner	Justin Starr					\$103.52	\$106.69	\$106.69	Cotter	FT
Lead Programmer / Planner	David Favaro					\$146.88	\$151.28	\$155.82	SP Murphy	FT
Lead Programmer / Planner	David Hadgu					\$168.93	\$174.00		SP Murphy	FT / NA
Safety Manager	Ted Kurel					\$130.26	\$135.52	\$135.52	Jacobs	PT
Spec Writer	George Witczak					\$99.25	\$100.24	\$100.24	SP Murphy	PT
Strategic Advisor	Sean Murphy					\$200.00				PT
Structural DM / Review	Lalau					\$123.75	\$127.46	\$127.46	Perry	PT
Structural DM / Review	Christopher Perry					\$175.01	\$180.26	\$180.26	Perry	PT
Structural DM / Review	Kevin Gerby					\$86.54			Perry	PT
Structural DM / Review	Jared DeBoer / Staff Engineer					\$95.18	\$98.03	\$98.03	Perry	PT
MEP DM/Reviewer	Adam Stribling					\$134.18			Primera	PT
MEP DM/Reviewer (Fire Protection)	Amranda Beck-Larkin					\$119.14	\$120.05	\$120.05	Primera	PT
MEP DM/Reviewer (Elec, Lighting)	Deborah Stalmei-Clair					\$121.30	\$122.22	\$122.22	Primera	PT
MEP DM/Reviewer (Controls)	Frank Moccio					\$122.42	\$122.34	\$122.34	Primera	PT
MEP DM/Reviewer (Mech)	Gustavo Zaratus					\$80.34			Primera	PT
MEP DM/Reviewer (Elec)	Jason Daroga					\$123.76	\$124.70	\$124.70	Primera	PT
MEP DM/Reviewer (Elec)	John Fatter					\$94.30	\$95.02	\$95.02	Primera	PT
MEP DM/Reviewer (Mech)	John Palasz					\$115.12	\$115.99	\$115.99	Primera	PT
MEP DM/Reviewer (LEED)	Josh Greenfield					\$130.80			Primera	PT

GROUP 1

Position	Name	Raw Rate Service Year 1	Raw Rate Service Year 2	*** Raw Rate Service Year 3	Multiplier	Bill Rate Service Year 1	Bill Rate Service Year 2	*** Bill Rate Service Year 3	Firm Name	Part Time / Full Time
MEP DM/Reviewer	Lindsay Zanders					\$138.28			Primera	N/A
MEP DM/Reviewer	Marc Jach					\$114.47			Primera	PT
MEP DM/Reviewer (Plumbing)	Marfuz Klinek					\$79.95	\$80.56	\$80.56	Primera	PT
MEP DM/Reviewer (Plumbing)	Scott Baron					\$103.23	\$104.03	\$104.03	Primera	PT
Structural DM/Reviewer	Yessl Gramajo					\$83.29	\$85.79	\$85.79	Perry	PT
Structural DM/Reviewer	Charles Iselin					\$74.25	\$76.48	\$76.48	Perry	PT
Structural DM/Reviewer	Malak Atassi					\$71.56	\$73.70	\$73.70	Perry	FT
Structural DM/Reviewer	Bob Wright					\$72.12	\$74.29	\$74.29	Perry	PT
Structural DM/Reviewer	Caleb Chamberlain					\$46.13	\$47.51	\$47.51	Perry	PT
Database / Systems Admin	Bob Feldman					\$129.07	\$127.57	\$127.57	KFA	PT
Civil DM/Reviewer	Park, Jungsoo (Danny), P.E.					\$105.25	\$110.52	\$110.52	IEI	PT
Civil DM/Reviewer	Harish Goyal, P.E.					\$125.47	\$129.23	\$129.23	IEI	PT
Civil DM/Reviewer	Thu Truitt, P.E.					\$127.79	\$127.79	\$127.79	IEI	PT
Civil DM/Reviewer	Cousin III, Julius, P.E.					\$85.10	\$85.10	\$85.10	IEI	PT
Civil DM/Reviewer	Lewis, Alexander					\$73.90	\$73.90	\$73.90	IEI	PT
Civil DM/Reviewer	Schnell, Christa					\$75.44	\$89.63	\$89.63	IEI	PT
Civil DM/Reviewer	Fernandez, Adrian					\$78.94	\$78.94	\$78.94	IEI	PT
Civil DM/Reviewer	Perry, Justin					\$86.14	\$86.14	\$86.14	IEI	PT
Civil DM/Reviewer	Bryan, Greg					\$69.37	\$71.44	\$71.44	IEI	PT
Project Engineer	Raquel Guardiola					\$50.48	\$51.49	\$51.49	Jacobs	PT
Construction PM/CM/FM	Kevin Whittier					\$132.96			CCC	N/A
Construction CM/FM	Jodi Nagpal					\$132.22			Ardmore	FT / NA
LEED Implementation Manager	Deeta Bernstein					\$145.22			Cotter	PT
ADA DM/Review	John Catlin					\$137.76			LCM	PT
Structural DM/Review	Ryan Alves					\$45.00	\$46.35	\$46.35	Perry	PT
Sr. Design Manager / Planner	Gaby Milamon					\$88.51			BEI	PT
Arch Design Manager / QAQC	Brad McBride					\$75.99	\$78.27	\$78.27	BEI	PT
Arch Design Manager / QAQC	Srdjan Avram					\$83.84	\$86.36	\$86.36	BEI	PT
Arch Technical Oversight / QAQC	Carl Moskus					\$165.07	\$170.02	\$170.02	BEI	PT
Arch DM / Review	Danielle Tillman					\$83.84	\$94.33	\$94.33	BEI	FT
MEP DM/Review	Louis DeAlba					\$79.33	\$79.93	\$79.93	Primera	PT
MEP DM/Review	RoseAnn Marra					\$90.39	\$91.08	\$91.08	Primera	PT
MEP DM/Review	Jacob Oestma					\$62.28	\$62.75	\$62.75	Primera	PT
MEP DM/Review	Allison Patterson					\$89.83	\$70.36	\$70.36	Primera	PT
MEP DM/Review	Andray Reynolds					\$89.67	\$70.20	\$70.20	Primera	PT
MEP DM/Review	Rina Vidri					\$119.00	\$119.91	\$119.91	Primera	PT
Arch DM / Review	Clay Chivney					\$105.60			Ovix	PT
Arch DM / Review	Disso Ahenne					\$110.00	\$110.00	\$110.00	Ovix	PT
Arch DM / Review	Felix Ichlie					\$114.40			Ovix	PT
Project Manager	Brian Martin					\$141.35	\$144.17	\$144.17	Jacobs	FT
Construction PM/CM/FM	Jeff Havel					\$126.20	\$129.99	\$129.99	Jacobs	FT
Arch DM / Review	Simone Ray					\$83.14	\$87.69	\$87.69	Altusworks	FT
MEP PM	Mary Finkl (Colleen)					\$148.63			Primera	PT
MEP Coordinator	Patricia Gray					\$59.52			Primera	PT

GROUP 1

Position	Name	Raw Rate Service Year 1	Raw Rate Service Year 2	*** Raw Rate Service Year 3	Multipplier	Bill Rate Service Year 1	Bill Rate Service Year 2	*** Bill Rate Service Year 3	Firm Name	Part Time / Full Time
MEP DM/Review	Krisanne Kotowski					\$107.36	\$108.18	\$108.18	Primera	PT
MEP DM/Review	Ariel White					\$41.40	\$41.72	\$41.72	Primera	PT
MEP DM/Review	Mike Desantiago					\$150.00			Primera	PT
Abatement DM / Review	Timothy Grenzeler					\$144.00			Arcadis	PT
Construction PM/CM/FM	Jorge Chavez					\$68.20	\$90.85	\$90.85	Descoto	FT
Project Controls	Avilida Ardillon					\$100.80	\$116.11	\$116.11	Descoto	FT
Arch DM / Review	Michael Karlovitz					\$149.35	\$149.35	\$149.35	BLI	PT
Programmer / Planner	Jonathan Meyer					\$77.56	\$77.56	\$77.56	BLI	PT
Arch DM / Review	Phil Tu					\$75.99	\$75.99	\$75.99	BLI	PT
Construction PM/CM/FM	Kevin Carey					\$117.00	\$117.00	\$117.00	Ardmore	FT
Construction PM/CM/FM	Arun Kumar					\$104.33	\$104.33	\$104.33	DSR	FT
Abatement DM/Review	Doug Cowin					\$186.62			Arcadis	PT
Controls Project Engineer	Mike Olson					\$65.63	\$66.94	\$66.94	Jacobs	FT
MEP DM/PM/CM	Manzar Rizvi					\$151.44	\$151.44	\$151.44	Jacobs	FT
Civil DM/Reviewer	Brian Libunao					\$77.10	\$77.10	\$77.10	IEI	PT
MEP DM/Review	Craig Anderson					\$74.94			Primera	PT
MEP DM/Review	Ghassem Poushanchi					\$161.00	\$161.00	\$161.00	Primera	PT
Construction PM/CM/FM	Shawn Walker					\$132.96	\$132.96	\$132.96	CCC	FT
Construction PM/CM/FM	Donald Harrison					\$133.96			CCC	FT / NA
ADA DM / Review	Alex Raskey					\$47.15	\$47.15	\$47.15	BLI	PT
ADA DM / Review	Andres Lopez					\$74.40	\$74.40	\$74.40	BLI	PT
ADA DM / Review	Arturo Villalpando					\$60.28	\$60.28	\$60.28	BLI	PT
ADA DM / Review	Jane Kuebbs					\$120.53	\$120.53	\$120.53	BLI	PT
ADA DM / Review	Jon Gately					\$96.94	\$96.94	\$96.94	BLI	PT
ADA DM / Review	Kevin Kosciulek					\$38.15	\$38.15	\$38.15	BLI	PT
ADA DM / Review	Meredith McBride					\$68.13	\$68.13	\$68.13	BLI	PT
ADA DM / Review	Nate White					\$60.28	\$60.28	\$60.28	BLI	PT
ADA DM / Review	Phillip Shin					\$54.50	\$54.50	\$54.50	BLI	PT
ADA DM / Review	Rachel Tohe					\$55.02	\$55.02	\$55.02	BLI	PT
ADA DM / Review	Ting Wang					\$89.10	\$89.10	\$89.10	BLI	PT
ADA DM / Review	Tuan Nguyen					\$73.36	\$73.36	\$73.36	BLI	PT
ADA DM / Review	Xiaoping Dai (Sheldon)					\$60.78	\$60.78	\$60.78	BLI	PT
Structural DM/Reviewer	Carolina D. Achong					\$67.59	\$67.59	\$67.59	Perry	PT
Structural DM/Reviewer	Cole F. Neuman					\$67.59	\$67.59	\$67.59	Perry	PT
Structural DM/Reviewer	Matthew F. McGuire					\$40.50	\$40.50	\$40.50	Perry	PT
Structural DM/Reviewer	Logan W. Stewart					\$40.50	\$40.50	\$40.50	Perry	PT
Project controls	Casson Hale					\$47.00			SP Murphy	FT / NA
Project controls	Kierra Heron					\$47.00			SP Murphy	FT / NA
Project controls	Gabriel Alvarez					\$49.79	\$49.79	\$49.79	BLI	FT / NA
Arch DM / Review	Joyce Ramos					\$86.25	\$86.25	\$86.25	Atkinsworts	PT
Abatement DM / Review	Tim Scully-Granzeler					\$152.78	\$152.78	\$152.78	Arcadis	PT
Project Controls	Deblina Banerjee					\$126.00			Jacobs	PT
Kate Susmlich	Kate Susmlich					\$91.00			LCM	PT
Construction PM/CM/FM	Henry McKee					\$132.96	\$132.96	\$132.96	CCC	FT
Construction PM/CM/FM	Robert Palma					\$129.99	\$129.99	\$129.99	Jacobs	FT
Arch DM / Review	Yvonne Swiergala					\$67.08	\$67.08	\$67.08	BLI	PT
M/WBE Manager	Gleatha Gilspie					\$85.00	\$85.00	\$85.00	GG	PT
M/WBE Manager	Gabriele Mack					\$221.81	\$221.81	\$221.81	Jacobs	PT
Construction PM/CM/FM	Mike Natarus					\$148.08	\$148.08	\$148.08	Ardmore-Roderick	FT

GROUP 2

Position	Name	Raw Rate Service Year 1	*** Raw Rate Service Year 2	Multiplier	Bill Rate Service Year 1	*** Bill Rate Service Year 2	Firm Name	Part Time / Full Time
Arch DM / Review	Juan Robles				\$90.67	\$90.67	Bkl	PT
Arch DM / Review	Mariano Barragan				\$83.84	\$83.84	Bkl	PT
Arch DM / Review	Ting Wang				\$92.76	\$92.76	Bkl	PT
Arch DM / Review	Kasia Dobrowska				\$85.94	\$85.94	Bkl	FT
Programmer / Planner	Lauren Peterson				\$79.66	\$79.66	Bkl	FT
Document Production Lead	Emily Seamster				\$115.98	\$115.98	Jacobs	PT
Document Pub	Indiana Wierndez				\$54.08	\$54.08	Jacobs	PT
Document Pub	Kacey Williamson				\$50.48	\$50.48	Jacobs	PT
Graphic Designer	Jennifer Moore				\$74.91	\$74.91	Jacobs	PT
Editor	Cecile de Jesus				\$73.50	\$73.50	Jacobs	PT
Ops / Project / Controls Manager	Michael McLarty				\$191.83	\$191.83	Jacobs	FT
Facility assessments / EFM	Casey Morris				\$202.36	\$202.36	Jacobs	PT
Facility assessments / EFM	Mark Weinberger				\$179.11	\$179.11	Jacobs	PT
Facility assessments / EFM	Matt C.				\$92.44	\$92.44	Jacobs	PT
EFMP PM	Diana Fritchard-Zamora				\$51.62	\$51.62	Jacobs	PT
GIS Analyst / Data production	Tracy Richter				\$225.00	\$225.00	Coop Strategies	PT
GIS Analyst / Data production	Alex Boyer				\$97.75	\$97.75	Coop Strategies	PT
Research Specialist	Mary Cadena				\$91.43	\$91.43	Coop Strategies	PT
EFMP project coordinator	Ashley Guzzo				\$71.88	\$71.88	Coop Strategies	PT
Demographer	Ann Hoffis				\$86.05	\$86.05	Coop Strategies	PT
Arch DM / Review	Susan Parfalo				\$130.10	\$130.10	Coop Strategies	PT
					\$105.04	\$105.04	Cotter	PT
Structural DM/Review	Yon-Soo Lee				\$71.44	\$71.44	Perry	PT
Construction PM/CM/FM	Steve Richardson				\$96.60	\$96.60	Desoto	FT
Construction PM/CM/FM	James Holland				\$158.17	\$158.17	SPMurphy	FT
MEP DM/Review	Martin Barbaum				\$126.20	\$126.20	Jacobs	FT
Civil DM/Review	Victor Elizondo				\$75.72	\$75.72	Jacobs	FT
Structural DM/Review	Ryan Alves				\$71.44	\$71.44	Perry	FT
Construction PM/CM/FM	Scott Sutton				\$130.00	\$130.00	DSR	FT
Civil DM/Review	Jiwong [une] Park				\$71.30	\$71.30	IEI	PT

GROUP 3										
Position	Name	Raw Rate Service Year 1				Multiplier		Bill Rate Service Year 1	Firm Name	Part Time / Full Time
Electrical Engineer	Ali Zaidi							\$86.54	Primera	PT
Structural DM/Review	Rose Rafin							\$42.55	Perry	PT
Structural DM/Review	Matthew Kennedy							\$39.10	Perry	PT
Arch DM / Review	Ed Bark							\$151.44	Jacobs	FT
Arch DM / Review	Chris Pakes							\$94.33	BKL	FT
Arch DM / Review	Lindsey Hinnl							\$88.48	Cotter	FT
Project Engineer	Sam Hunt							\$49.47	Descote	FT

*** TO BE ADJUSTED AS SET FORTH IN FOOTNOTE 4
Total budget Fee including Reimbursables is Not to Exceed \$16,600,000 (\$16,600,000 (Sixteen Million, Five Hundred Thousand Dollars) for a 1 year term per BKL18-0522-PR4 from September 1, 2018 through August 31, 2019. This includes the following:
Fee for labor and Reimbursables - Not to Exceed \$16,500,000
Phone Service - Not to Exceed \$0
Miscel / Other - Not to Exceed \$0
Internship - Not to Exceed \$0

Notes:

1. Firms: Jacobs, Comprehensive Construction Consulting, Ardmore-Roderick Associates LLC, SP Murphy Inc., Infrastructure Engineering Inc., Onyx Architecture, d'Esco Inc., DSR Group, Allisworks, Colter Consulting, Kristine Fallon Associates Inc., Bkl, Perry & Associates, Primera, LCM, Arcadia.

2. Bill rate includes fringe benefits, overhead and profit. The multipliers represent these items. There shall be no fees, costs or expenses charged to the board by or for the project executive. Multiplier amounts are capped as stated. Bill Rate for each personnel equals that personnel's Raw Rate multiplied by the multiplier.

3. Raw rates may be adjusted once each Service Year after the first Service Year, by no more than 3% in the aggregate of the respective Raw rates in effect for those personnel eligible for a Raw rate adjustment during personnel performance review cycle. All such Raw rate adjustments must be approved in writing by the board's Chief Facilities Officer or designee. "Service Year" means a calendar year commencing on the initial date of service of any respective personnel and ending on the date occurring 364 (or 365, if a leap year) days thereafter.

4. RAW RATES AND BILL RATES AS STATED FOR GROUPS 1 AND 2 DURING THE FIRST AND SECOND SERVICE YEARS AS APPLICABLE HAVE BEEN APPROVED IN WRITING BY THE CHIEF FACILITIES OFFICER OR DESIGNEE AND THE CHIEF PROCUREMENT OFFICER OR DESIGNEE.

RAW RATE ADJUSTMENTS FOR THE FIRST RENEWAL TERM FOR GROUPS 1 AND 2 ARE TBD AND WILL BE NEGOTIATED RATES THAT MUST BE APPROVED BY BOARD'S CHIEF FACILITIES OFFICER OR DESIGNEE AND CHIEF PROCUREMENT OFFICER OR DESIGNEE IN WRITING. SUCH APPROVED RAW RATE ADJUSTMENTS SHALL BE FIRM AND ARE CAPPED IN THE AGGREGATE AT AN AMOUNT NOT TO EXCEED 3% IN THE AGGREGATE OF THE RESPECTIVE RAW RATES IN EFFECT FOR GROUPS 1 AND 2 DURING THE SECOND YEAR OF THE INITIAL TERM. ALL SUCH RAW RATE ADJUSTMENTS FOR THE FIRST RENEWAL TERM SHALL OCCUR DURING THE PERSONNEL PERFORMANCE REVIEW CYCLE AND ARE NOT RETROACTIVE. AT THAT TIME, BILL RATES FOR GROUPS 1 AND 2 WILL BE ADJUSTED ACCORDINGLY TO INCORPORATE THE APPROVED ADJUSTED RAW RATES. RAW RATES AND BILL RATES FOR GROUP 3 PERSONNEL ARE FIRM FOR THE FIRST RENEWAL TERM.

5. It is recognized that there may be additions, deletions, or substitutions to the individual and/or firm names set forth in this table. All such changes, including without limitation any adjustments in raw rates, must be approved in writing by the Board's Chief Facilities Officer or designee and Chief Procurement Officer or designee, provided however, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN FOOTNOTE 4, ANY ADJUSTMENTS IN RAW AND BILL RATES PURSUANT TO FOOTNOTE 4 SHALL ONLY BE MADE NO SOONER THAN 12 MONTHS FROM THE SUBSTITUTED OR ADDED STAFF PERSON'S FIRST BILLABLE HOUR.

6. Pricing is based on the assumption that CPS will provide 25 office spaces, FTA/E (workstation), office supplies, desk-top computers, network infrastructure, printers, faxes, desk phones. Notwithstanding the foregoing, if Primera or LCM has a minimum of two full time employees for a minimum period of one (1) year throughout the agreement, the following multipliers will apply after the one (1) year: Primera's Multiplier will be (2.25 from 2.30); LCM Multiplier will be (2.15 from 2.20)

7. Over the First Renewal Term, Program Manager agrees to not exceed an aggregate hourly rate of \$122.80/Hr (Actual fee/actual hours) for the First Renewal Term. In the event that it has exceeded the aggregated hourly rate, the Program Manager will reimburse CPS for any overages at the end of the First Renewal Term. This will only apply if the starting levels are equal to or exceed 25 personnel during the First Renewal Term.

8. Program Manager will provide two (2) interns for 6 weeks during the summers at no cost to CPS throughout the life of the agreement.

9. During the First Renewal Term, Program Manager shall be entitled to reimbursement for direct Project expenses related solely to Project activities (and to direct expenses related solely to other Program Management Services-related activities within the Scope of Services as requested in writing by the Board's Chief Facilities Officer or designee) based upon actual expenses incurred with supporting documentation, without any administrative or handling charge and subject to the limitations outlined herein ("Reimbursable Expenses"). Reimbursable Expenses shall be included within the Not-To-Exceed amount of \$16,500,000.00 (NTE Amount) set forth above and, as a subcategory of that NTE Amount, shall not exceed \$300,000 without the prior written approval of the Chief Facilities Officer or designee.

A. Reimbursable Expenses shall only be incurred for the following expenses as approved by the Chief Facilities Officer or designee: parking; mileage; printing; presentation material as requested by the Board; testing of properties to determine the condition of the building, infrastructure or land; fees associated with the Project(s) as agreed to by the Chief Facilities Officer or designee, such as registration for LEED certification and similar Project-related expenditures approved by the Chief Facilities Officer or designee; and similar fees as agreed to and approved by the Chief Facilities Officer or designee associated with other Program Management Services-related activities within the Scope of Services that have been requested in writing by the Chief Facilities Officer or designee. For any portion of the First Renewal Term, when the position of Board's Chief Facilities Officer is vacant, references in this Exhibit B-2 to "Board's Chief Facilities Officer or designee" shall be deemed to refer to Board's Chief Operations Officer or designee.

This Redacted Agreement Will Be Posted On The CPS Internet Website.

EXHIBIT C-1
REVISED KEY PERSONNEL

1. Sandeep Parasnis (Jacobs Project Management Co.): Program Director / Program Controls
2. Lynne Sorkin (Bkl): Capital Planning, Programming & Design Manager
3. Jack O'Connell (DSR Group): Lead Project / Construction / Field / QA Manager
4. Michael McClarty (Jacobs Project Management Co.): Capital Planning
5. David Favarro (SP Murphy): Capital Planning