

This Agreement will be posted on the CPS Internet website.

FIRST AMENDMENT TO CUSTODIAL SERVICES AGREEMENT
(Aramark Management Services Limited Partnership)

THIS FIRST AMENDMENT TO CUSTODIAL SERVICES AGREEMENT ("First Amendment"), is entered into as of July 1, 2016, between the Board of Education of the City of Chicago, a body politic and corporate commonly known as the Chicago Public Schools ("Board" or "CPS") and Aramark Management Services Limited Partnership d/b/a Aramark Education K-12, a Delaware limited partnership ("Vendor", and together with the Board, individually, a "Party" and collectively, the "Parties").

RECITALS

1. Board and Vendor entered into a certain Custodial Services Agreement, dated as of March 1, 2014 ("**Original Agreement**"), whereby Vendor provides custodial services at certain of Board's facilities (each, a "**Board Facility**" and collectively, "**Board Facilities**") in Chicago, Illinois.
2. The Parties wish to expand the Scope of Services provided by Vendor to include Integrated Facilities Management Services in accordance with the terms of the Original Agreement, as amended by this First Amendment, and as permitted by that certain Facility Management Services Request for Proposal for Specification No. 13-250050 (the "**RFP**"), specifically, for Vendor to manage all services related to Integrated Facilities Management at certain Board Facilities at which the Vendor currently provides Custodial Services under the Original Agreement together with additional Board Facilities to be assigned to Vendor from time to time, including those identified herein.
3. The Integrated Facilities Management Services to be provided by Vendor will include, among other things, Custodial Services, Engineering Operations and Maintenance Services, Landscaping Services, Pest Control Services, Snow Removal and other Various Trade Services as from time to time designated by the Board, all in accordance with the terms of the Original Agreement as amended by this First Amendment (collectively, the "**Agreement**").

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 Original Agreement unless otherwise defined herein or the context clearly requires a different meaning or connotation. The term "**Agreement**" means, collectively, the Original Agreement, as amended by this First Amendment.
2. **Amendment of Section 3 of Original Agreement ("**Scope of Services**").** The Parties wish to amend the Scope of Services to be provided by the Vendor by expanding the Services to include Engineering Operations and Maintenance Services, Landscaping Services, Pest Control Services, Snow Removal Services and other Various Trade Services with respect to certain Board Facilities as more fully described below.

Section 3. Scope of Services, in the Original Agreement is deleted in its entirety and in lieu thereof, the following shall be inserted:

Scope of Services: During the Term, the Vendor shall provide to the Board the Services pursuant to the terms of this Agreement. "**Services**" means, collectively, the Custodial Services, Engineering Services, Landscaping Services, Pest Control Services, Snow Removal Services and

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Various Trade Services (as those terms are defined in Exhibit A-1 hereto) and any and all other services, deliverables, duties and responsibilities described in Exhibit A-1 of this Agreement, including any and all work necessary to complete them in accordance with the standard of performance required in this Agreement. Vendor agrees to provide the Services at the prices set forth in Exhibit B-1. The Board retains final authority with respect to all Services related decisions. The Board may, from time to time, request changes in the scope of Services and/or Additional Services (defined in Exhibit A-1). Any such changes shall be documented by a written amendment to this Agreement signed by the Vendor, the Board and the Board's General Counsel and shall, to the extent applicable, be accompanied by any mutually agreed modification to Exhibit B-1.

3. **Amendment of Section 5 of Original Agreement ("Compensation, Purchase Orders and Payment")**. Section 5 of the Original Agreement is hereby amended by deleting paragraph B. in its entirety and inserting in lieu thereof the following new paragraph B. to Section 5. and further by adding the following paragraph as Paragraph D. to Section 5:

B. **Invoices**. The Vendor shall submit invoices to the Board two (2) times each month referencing this Agreement. All invoices shall include: a valid purchase order number, a general description of the Services and invoice amount. Invoices shall be submitted in a timely manner. The final invoice shall be submitted no later than ninety (90) days after the expiration or termination of this Agreement. If Vendor has more than one contract with the Board, separate invoices must be submitted for each contract. The Board shall, subject to Section 6 hereof, process payments within thirty (30) days in its normal course of business after receipt of invoices and all supporting documentation necessary for the Board to verify the Services provided under this Agreement. Subject to Section 42.C of this Agreement, if any amount due hereunder is not paid in full by the Board within ninety (90) days after the applicable invoice date, then the unpaid portion of such amount shall bear interest at one percent (1.0%) per month in accordance with the provisions of the Illinois Prompt Payment Act [30 ILCS 540/0.01 *et seq.*].

D. **Changes to the Scope of Services**. To the extent that (i) the Board closes Board Facilities or material parts thereof including, for example, due to construction or decommissioning or (ii) there is a change in the use of Board Facilities, and such change in Services results in an increase or decrease in costs to Vendor, then the amount payable to Vendor under the Agreement shall be increased or reduced, as applicable, by an amount equal to any change in costs to Vendor from the date at which the change in Services took effect based upon the rates set forth in Exhibit B-1. The Board shall provide Vendor with prior notice of any such change.

4. **Amendment of Section 9 of Original Agreement ("Events of Default")**. Section 9 of the Original Agreement is hereby deleted in its entirety and in lieu thereof, the following Section 9. and Section 9A. shall be inserted:

9. **Events of Default**: Events of default ("Events of Default") include, but are not limited to, any of the following:
- A. Any material misrepresentation by Vendor in the inducement of this Agreement or the provision of the Services;
 - B. Breach of any material agreement, representation or warranty made by Vendor in this Agreement;

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- C. Assignment by Vendor for the benefit of creditors or consent by Vendor to the appointment of a trustee or receiver or the filing by or against Vendor of any petition or proceeding under any bankruptcy, insolvency or similar law; or
- D. Failure of Vendor to supply the Services required hereunder materially in accordance with the terms and conditions of this Agreement, including but not limited to, the following:
 - i. Any act or failure to act which adversely affects the safety or welfare of students or Board staff;
 - ii. Failure to perform materially in accordance with terms, conditions, and specifications of this Agreement;
 - iii. Failure to promptly re-supply Services that were determined by the Board to be defective after receipt of written notice from the Board and at least a fifteen (15) day cure period (or such cure period as is reasonable and mutually agreed by the Parties in the event that the deficiency is not reasonably capable of cure within fifteen (15) days given the nature of the Services);
 - iv. Discontinuance of the supply of the Services for reasons not beyond Vendor's reasonable control other than as a result of non-payment by the Board;
 - v. Failure to comply with any material term of this Agreement, including but not limited to, the provisions concerning insurance and nondiscrimination, and any other acts specifically and expressly stated in this Agreement constituting an event of default;
 - vi. Failure to supply any portion of the Services herein at the time fixed for performance and in the manner specified herein;
 - vii. Failure to supply the Services with sufficient personnel and equipment or with sufficient material to ensure the provision of the Services due to a reason or circumstances within Vendor's reasonable control; or
 - viii. Failure to supply the Services in a manner satisfactory to the Board.

9A. Default by the Board. Notwithstanding any provision to the contrary herein, in the event the Board fails to comply with a material term of this Agreement, including if Board fails to pay Vendor any sums when due and owing pursuant to the terms of this Agreement, Vendor shall provide written notice to the Board of such event. After receipt of such written notice the Board shall have ninety (90) days to cure such default. If the Board fails to cure such default within ninety (90) days after receipt of such written notice, Vendor shall have the right to (a) suspend this Agreement upon thirty (30) days prior written notice to the Board, and/or (b) exercise any of its other rights and remedies available to Vendor at law or equity.

5. **Amendment of Section 14 of Original Agreement ("Representations and Warranties and Covenants of Vendor")**. Section 14 of the Original Agreement is hereby amended by adding the following paragraphs as new paragraphs R, S, T, U and V. to Section 14:

R. **Ownership.** The Vendor is the owner of the Software and other components of the Services or otherwise has the right to grant to the Board the license (contemplated by Section 43) without violating any rights of any third party, and there is currently no actual or

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threatened suit by any such third party based on an alleged violation of such right by the Vendor.

S. Software Performance. During the Term and any renewal term of this Agreement, the Software will (1) be free from defects in material and workmanship under normal use and remain in good working order and (2) function properly and in conformity with the warranties herein and in accordance with this Agreement and with the description, specifications, and related documentation on the Board computer workstations and system software including updates or new releases to such hardware, system software, and other software, and interface with other programs as required, and related documentation completely and accurately reflects the operation of the Software.

T. Free of Computer Viruses. The Vendor shall use commercially reasonable best efforts to ensure that the Software is free of computer viruses. The Vendor also shall maintain a master copy of the appropriate versions of the Software, free of computer viruses.

U. Not Alter Program. The Vendor shall not, directly or through a third party, knowingly remove, alter, change, or interface with the Software or any other program for the purpose or preventing the Board from using the Software or any other program.

V. No Disabling Code. The Vendor shall not knowingly cause any disabling code to be incorporated into the Software.

6. **Amendment of Section 19 of Original Agreement ("Insurance Requirements").** Section 19 of the Original Agreement is hereby amended as follows:

A. The following language is added as new Subsection F:

F. Contractors' Pollution Liability Insurance. When Services are performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Services with limits of Two Million and 00/100 Dollars (\$2,000,000) per occurrence. The policy shall not include a lead, asbestos, or mold exclusion without the prior written approval of Board. When policies are renewed or replaced, the policy retroactive date must coincide with or precede the start of the Services under this Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

B. Subsection F ("Additional Insured") of the Original Agreement is re-identified as Subsection G. The revised Additional Insured sub-subsection thereof is deleted in its entirety and replaced with the following:

G. Additional Insured; Waiver of Subrogation. Vendor shall, and shall cause its subcontractors to, grant additional insured status to the Board and its members, employees and agents, to any titleholders of record (including the City of Chicago ["City"] and the Public Building Commission of Chicago ["PBC"], as their interests may appear), and to any other entity designated by Board in writing prior to a loss, on a primary basis without recourse or right of contribution from Board, City or PBC, or any other entity designated by Board. Such additional insured status shall only be granted on the commercial general liability and auto liability insurance coverages, and may be granted via a blanket additional insured provision. Any umbrella insurance coverage utilized to meet the required limits shall follow the form of the underlying scheduled policies. Such insurance coverage shall not otherwise cover liability in connection with or

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arising out of the wrongful or negligent acts or omissions of the Board of Education of the City of Chicago, the Public Building Commission of Chicago, the City of Chicago, a body politic and corporate, and its members, employees and agents, and any other entity.

- C. The first paragraph immediately following the re-identified Subsection G is hereby deleted in its entirety and replaced with the following:

Vendor, its insurance company or its representative, shall submit an insurance certificate evidencing all coverage as required hereunder and indicating the Additional Insured status as required above, including expressly naming the Board of Education of the City of Chicago, a body politic and corporate, the City and the PBC as their interests may appear, and their respective members, employees and agents, and any other entity designated by Board in writing prior to a loss, as additional insureds in such insurance certificate. The Board will not pay Vendor for any Services if such certificate of insurance is not provided by Vendor prior to the performance of any Services. Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards and will be delivered as applicable in accordance with policy provisions. The Vendor shall provide notice to the Board in the event of cancellation of any insurance required herein to:

Risk Management
Board of Education of the City of Chicago
42 West Madison Street, 2nd Floor
Chicago, Illinois 60602

Copy to: Chief Procurement Officer
Board of Education of the City of Chicago
42 West Madison Street, 9th Floor
Chicago, Illinois 60602

[Next sub-section commences with the language in the Original Agreement: "Any failure of the Board to demand or receive proof of insurance coverage shall not . . ." The remainder of the language in the Original Agreement through the end of Subsection F, now re-identified as G, remains unchanged.

7. **Amendment of Section 22 of Original Agreement ("Notices")**. The Notice requirement to the Board is deleted in its entirety and replaced with the following:

IF TO THE BOARD:

Chicago Public Schools
Department of Facilities
42 West Madison Street, 3rd Floor
Chicago, Illinois 60602
Attention: Executive Director of Facilities

With COPY TO:

General Counsel
Chicago Public Schools
One North Dearborn Street, 9th Floor
Chicago, Illinois 60602

8. **Addition of Miscellaneous Provisions:** The following provisions are added as Sections 43 and 44 of the Original Agreement:

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43. License, Implementation, Hosting, and Support:

a. License: Vendor hereby grants to the Board a non-exclusive, worldwide, nontransferable royalty-free license to use the Software (defined below). The Board shall not sell, lease, license, or otherwise transfer, use, or dispose of the Software except as expressly provided herein. The Software shall at all times remain the sole and exclusive property of Vendor. The Board shall not copy or knowingly permit the copying by any third party of the Software, or distribute, market, sell, rent, lease, license, transfer, sublicense, or assign to any third party any portion of the Software, except as permitted under this Agreement. The Board shall not make any alterations, additions, or modifications, create derivative works, decompile, disassemble, or reverse engineer the Software without the prior written consent of the Vendor. The Board may make a reasonable number of back-up copies of the Software for its own use only, as the Board determines is reasonable and necessary.

As used herein, "Software" shall mean the asset management system provided to the Board by Vendor for use in the implementation of the IFM Services.

a. Limited Sharing of Reports and Data: The Board and its employees and representatives may, with the prior written consent of the Vendor, share reports and data generated from the Services with other vendors of the Board.

b. Implementation of Software: Vendor shall provide installation, configuration, and implementation Services for the Software in accordance with the provisions of Exhibit A-1 hereto, so that such Software is accessible through the Board's computer workstations.

c. Licensed Users: Vendor shall provide a username and password for each licensed user of the Software.

d. Software Maintenance. During the term of this Agreement, Vendor shall be solely responsible for maintenance of the Software and its accessibility to the Board.

e. Software Support: Vendor shall maintain, and provide support Services in connection with the Services in accordance with the provisions of Exhibit A-1.

f. Hosting of the Software and Board Data: Subject to the terms and conditions of this Agreement, Vendor shall provide the Board with the following: (1) storage space on, and access to, a computer system with the capability of making the Software accessible by the Board through a secure online means set forth by the Vendor and approved by the Board's Chief Information Officer and (2) related materials, facilities, and Services necessary to host the Software and the Board Data and to otherwise make the Software and the Board Data accessible on demand by the Board's designated users, in each case in accordance with Exhibit A-1.

g. Documentation: Vendor shall deliver to the Board sufficient copies of the Documentation (defined in Exhibit A-1) for each licensed user of the Software.

h. Compatibility and Data Flow: Vendor shall cause Software to allow data to flow properly between the Board's computer workstations and the Vendor's Software. Vendor shall cause any other resources that are provided by Vendor to the Board, incorporated by Vendor, or approved or recommended by Vendor for use by the Board in connection with the Software and Services to be fully compatible with and not materially and adversely affect or be materially and adversely affected by each other or the other

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hardware, software, equipment, network components, systems, services, and other resources that are owned or leased by, or licensed to, the Board (collectively the "Board Resources"). At all times, Vendor shall cooperate, and work as requested by the Board, with the other vendors and service providers of the Board to coordinate the development, integration and the provision of Services with the services and systems of such other vendors and service providers. Such coordination shall include:

- (i) Facilitating with such other relevant vendors and service providers the timely resolution of all problems that may arise and impact the Software and Services, regardless of the actual or suspected root-cause of such problems, and using all commercially reasonable efforts to obtain and maintain the active participation, cooperation, and involvement of such other vendors and service providers as is required for resolution of such problem;
- (ii) Providing information to such other vendors and service providers concerning the Software, Services, data, computing environment, and technology direction used in implementing and the Software and Services;
- (iii) Working with such other vendors and service providers in the implementation and integration of the Software and Services with the Board Resources in the Board's environment and the integration and interfacing of the services of such other vendors and service providers with the Software and Services;
- (iv) Providing reasonable access to the Software and Services and use of the Software and Services by such other vendors and service providers; and
- (v) Performing other reasonable necessary tasks in connection with the Software and Services in order to accomplish the foregoing activities described in this section.

If a dispute arises between the Board and Vendor as to whether a particular service or function falls within the scope of the services provided by the Board's other vendors and/or service providers (or by the Board itself) or within the scope of the Services provided by the Vendor, then that particular service or function will be considered to be a part of the Services if it is consistent with, and reasonably inferable to be within, the scope of the Services as set forth in this Agreement and it more reasonably would be associated with the scope of Services than within the scope of services to be provided by other service providers. If any of the foregoing requires the disclosure of any proprietary information or confidential information of Vendor to any third party, then that third party will be required to enter into a reasonable confidentiality agreement with Board with terms substantially equivalent to those of this Agreement regarding the protection of Confidential Information as defined in this Agreement.

44. Prevailing Wage, Environmental Requirements and Warranties.

A. Compliance With PLA And Prevailing Wage. Board has entered into the Chicago Board of Education Multi-Project Labor Agreement (including that certain Supplemental Agreement to the Project Labor Agreement Regarding Student Programs and Apprenticeships) ("PLA") with various trades, which essentially applies to construction, demolition, rehab, or renovation of Board properties for projects in excess of \$25,000.00. A copy of the PLA is available on Board's website at:http://www.csc.cps.k12.il.us/purchasing/documents/MultiProject_Labor_Agreement.pdf

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and by this reference made a part of this Agreement. Vendor shall comply with the PLA where applicable.

Vendor is and shall remain in compliance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.), where applicable. For purposes of clarity, the Parties acknowledge and agree that the Custodial Services and Landscaping Services contemplated to be performed under this Agreement are not subject to the PLA.

B. Performance of Work; Environmental Requirements. Vendor shall comply with, and shall cause its subcontractors to comply with, all applicable environmental and other laws, ordinances, and regulations in the performance of any operations and maintenance work ("O & M Work"). The O & M Work includes without limitation pertinent Engineering Services and Various Trades Services as defined and more fully set forth in Exhibit A of the Original Agreement as amended by Exhibit A-1 of this First Amendment). All O & M Work performed by Vendor shall be limited to \$1,500.00 per project; and O & M Work in excess of such amount shall be performed by the Board.

C. Warranties and Pre-Existing Conditions.

1. **Warranties.** Vendor warrants to the Board that: (i) all materials and equipment furnished for O & M Work shall be of good quality and new unless otherwise required or permitted by the Work Orders; and (ii) the O&M Work shall be free from defects not inherent in the quality required or permitted. Board is entitled to consider O&M Work not conforming to these requirements, including substitutions not properly approved and authorized, defective. Vendor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Vendor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

2. **Pre-Existing Conditions.** Vendor will not be responsible for any conditions that existed in, on or upon the IFM Board Facilities or the Board's equipment or systems located in, on or upon the IFM Board Facilities prior to July 1, 2016, with regards to matters directly related to Engineering Operations and Maintenance Services, Landscaping Services, Pest Control Services, Snow Removal and other Various Trade Services as from time to time designated by the Board, including, without limitation environmental impairments and other conditions. The Parties acknowledge that Vendor was providing Custodial Services at the Board Facilities, including IFM Board Facilities, prior to July 1, 2016, and that the foregoing provision is not applicable to any limitation which is found to be attributable to any conditions as a result of Vendor's Custodial Services at Board Facilities. Vendor's responsibilities are limited to the provisions of the Scope of Services as defined in Exhibit A-1 to this Agreement. In no case will any Vendor employee act in the capacity of a "Designated Person" (within the meaning of the Asbestos Hazard Emergency Response Act ("AHERA")), which duties remain solely with the Board. Nothing in the preceding sentence shall in any way abrogate or otherwise limit Vendor's obligations to properly train any personnel of Vendor or any of Vendor's contractors or subcontractors pursuant to AHERA and otherwise who will be supplying IFM Services to the Board Facilities and to utilize only such properly trained personnel in the supply of IFM Services to IFM Board Facilities.

9. **Amendment of Exhibit A ("Scope of Services") of Original Agreement.** The Parties wish to amend the Scope of Services, attached as Exhibit A to the Original Agreement. The revised Scope of Services will include Integrated Facilities Management Services ("IFM Services") in accordance with the

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terms of the Original Agreement, as amended by this First Amendment, and as permitted by the RFP, specifically, for Vendor to manage all services related to Integrated Facilities Management ("IFM") at the IFM Board Facilities as described in Exhibit A-1 and set forth on Schedule 4.1 attached hereto (the "IFM Board Facilities") together with additional Board Facilities which may be assigned to Vendor as IFM Board Facilities from time to time.

The IFM Services to be provided by Vendor will include, among other things, Custodial Services, Engineering Operations and Maintenance Services, Pest Control Services, Various Trade Services, Landscaping Services and Snow Removal Services as from time to time designated by the Board. Effective July 1, 2016 (or such later date for the applicable IFM Board Facilities as set forth in Schedule 4.1 attached hereto) the Original Agreement is amended by deleting Exhibit A therein and replacing it with the revised Exhibit A-1 (Scope of Services), attached hereto and incorporated herein. IFM Services will commence at the IFM Board Facilities on July 1, 2016 (or such other commencement date for the IFM Board Facilities as designated in Schedule 4.1 attached hereto). Vendor acknowledges that certain Board Facilities identified in the Original Agreement will no longer be serviced by Vendor and that such former Custodial Services Board Facilities are identified on the attached Schedule 4.1, and that no additional payment (beyond payment for services rendered through June 30, 2016) will be owed to Vendor for Custodial Services at Former Custodial Services Board Facilities for any Custodial Services on or after July 1, 2016. From and after July 1, 2016, Vendor will continue to provide Custodial Services only to those Board Facilities which are neither IFM Board Facilities nor Former Custodial Services Board Facilities (provided the IFM Services provided by Vendor at the IFM Board Facilities shall continue to include Custodial Services among the others as described in Exhibit A-1 hereto).

10. **Amendment of Exhibit B (Schedule of Compensation) of Original Agreement.** As a result of the revised Services, the Parties wish to amend Exhibit B of the Original Agreement. Exhibit B (Schedule of Compensation) to the Original Agreement is hereby deleted in its entirety and replaced with Exhibit B-1 (Schedule of Compensation) attached hereto and incorporated herein.

11. **Amendment of Schedule 4 (Board Facilities) of the Original Agreement.** The list of Board Facilities identified in Schedule 4 of the Original Agreement is deleted in its entirety and replaced with the revised Schedule 4.1 attached hereto and incorporated herein. The revised Schedule 4.1 shall identify those Board Facilities at which the Vendor will provide solely Custodial Services as well as those Board Facilities at which the Vendor will provide IFM Services.

12. **Counterparts and Facsimiles.** This First 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 document. A signature delivered by facsimile or electronic means shall be considered binding on both parties.

13. **Freedom Of Information Act.** Vendor acknowledges that this First Amendment is a matter of public record and is subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this First Amendment is subject to reporting requirements under 105 ILCS 5/10-20.44. Vendor further acknowledges that this First Amendment shall be posted on Board's internet website at www.cps.edu.

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

15. **Other Terms and Conditions.** Except as expressly provided in this First Amendment, all terms and conditions of the Original Agreement, including without limitation the Maximum Compensation Amount set forth in Section 5.A. of the Original Agreement, are and shall remain in full force and effect. This First Amendment shall in no way be deemed to increase the Maximum Compensation Amount of \$260,300,000.00 set forth in said Section 5.A. of the Original Agreement.

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IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment 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: Susan J. Narrajos
Susan J. Narrajos, Assistant Secretary

Date: 7/1/16

Forrest Claypool
Forrest Claypool, Chief Executive Officer

ARAMARK MANAGEMENT SERVICES LIMITED PARTNERSHIP D/B/A ARAMARK EDUCATION K-12

By: K. Stewart McKinney
Name: K. STEWART MCKINNEY
Its: REGIONAL VICE PRESIDENT

Attest: Blyse Jacarceli
Name: Blyse Jacarceli
Its: Assistant General Counsel

Date: 7/1/16

Board Report No: 16-0525-PR7

Approved as to legal form: Ronald L. Marmor
By: Ronald L. Marmor
Ronald L. Marmor, General Counsel

Approved as to form and content:

By: _____

Attachments:

- | | |
|------------------|---------------------------------------|
| Exhibit A-1 | Revised Scope of Services |
| Exhibit B-1 | Revised Schedule of Compensation |
| Exhibit C | IFM Service Level Agreement |
| Schedule 4.1 | Revised Board Facilities |
| Schedule B-1.J | Custodial Services Base Rate Schedule |
| Schedule B-1.IIA | Transferred Custodial Equipment |
| Schedule B-1.IIB | Transferred Dispensers |

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EXHIBIT A-1

(ARAMARK MANAGEMENT SERVICES LIMITED PARTNERSHIP D/B/A ARAMARK EDUCATION K-12)

CUSTODIAL AND INTEGRATED FACILITIES MANAGEMENT PROGRAM
SCOPE OF SERVICES

Name of Project: Custodial Services Program

Board's Project Manager: _____ Phone: _____ E-Mail: _____

Vendor's Project Manager: K. Stewart McKinney Phone: (214) 882-7119 E-Mail:
mckinney-stewart@aramark.com

Period of Performance: March 1, 2014 through and including February 28, 2017

THIS SCOPE OF SERVICES (this "Scope of Services") shall be conducted pursuant to the terms and conditions of that certain Custodial Services Agreement dated as of March 1, 2014 (the "Original Agreement") by and between ARAMARK Management Services Limited Partnership d/b/a Aramark Education K-12, a Delaware limited partnership ("Vendor") and the Board of Education of the City of Chicago, a body politic and corporate, commonly known as the Chicago Public Schools (the "Board" or "CPS"; and together with the Vendor, individually, a "Party" and collectively, the "Parties"), as amended by that certain First Amendment to Custodial Services Agreement dated as of July 1, 2016 (the "First Amendment" and together with the Original Agreement, the "Agreement"), by and between the Vendor and the Board. Capitalized terms used and not otherwise defined herein shall have the meanings assigned thereto in the Agreement. In the event of a conflict between the terms of this Scope of Services and the Agreement, the terms of the Agreement shall supersede and prevail.

Pursuant to the First Amendment, the Parties are revising the Scope of Services provided by Vendor to include Integrated Facilities Management ("IFM") Services with respect to certain Board Facilities in accordance with Vendor's response to that certain Facility Management Services Request for Proposal for Specification No. 13-250050 (the "RFP"). The IFM Services to be provided by Vendor will include, among other things, the following services as more completely described in this Exhibit A-1: Custodial Services ("Custodial Services"), Engineering Operations and Maintenance Services ("Engineering Services"), Landscaping Services ("Landscaping Services"), Pest Control Services ("Pest Control Services"), Snow Removal Services ("Snow Removal Services") and other Various Trade Services ("Various Trade Services") as from time to time designated by the Board. The Custodial Services, Engineering Services, Landscaping Services, Pest Control Services, Snow Removal Services and Various Trade Services are collectively referred to herein as "IFM Services". As of July 1, 2016, the Board Facilities listed on the attached revised Schedule 4.1 shall be identified in one of three categories, either (i) IFM Board Facilities as to which the Vendor will provide IFM Services during the period commencing on July 1, 2016 (or such later date for the applicable IFM Board Facility as set forth in Schedule 4.1 attached hereto), through the Term of the Agreement (the "IFM Board Facilities"); (ii) Custodial Service Facilities which identify those Board Facilities as to which Vendor provides only Custodial Services during the period commencing on March 1, 2014, through the end of the Term of the Agreement (the "Custodial Service Facilities"); and (iii) Former Custodial Service Facilities which identify those Board Facilities as to which Vendor provided Custodial Services under the Original Agreement during the period commencing on March 1, 2014, through June 30, 2016 (the "Former Custodial Service Facilities"). The Scope of Services under Section II, of this Exhibit A-1 and Compensation

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for Custodial Services provided for in Exhibit B-1 apply to Custodial Service Facilities and Former Custodial Service Facilities. Compensation for IFM Services will be determined as set forth in Exhibit B-1 with respect to IFM Board Facilities for the period commencing on July 1, 2016 (or such later date for the applicable IFM Board Facility as set forth in Schedule 4.1 attached hereto), through the Term of the Agreement. By agreement of the Parties, Vendor shall cease providing Custodial Services to Former Custodial Service Facilities commencing on June 30, 2016 (or such later date for the applicable Board Facility as set forth in Schedule 4.1 attached hereto).

I. BACKGROUND

CPS is the third largest school district in the United States and currently operates approximately 683 schools serving approximately 403,000 students. In FY 2013, CPS is estimated to spend more than \$200 million on all facility management services, which comprises utilities, custodial service, janitorial supplies, building maintenance, engineering services, landscaping services, pest control services, snow removal services and other various trade services. CPS desires to provide a safe and comfortable environment for the students, faculty and staff while minimizing the costs associated with the delivery of these services.

II. CUSTODIAL SERVICES

A. Custodial Services

From the period of March 1, 2014, through June 30, 2016, Vendor has provided Custodial Services to all Board Facilities identified on Schedule 4.1 attached hereto and has been compensated (or shall be compensated upon processing of outstanding invoices for services rendered through June 30, 2016) in accordance with the provisions of the Original Agreement, subject to certain adjustment and reconciliations as mutually agreed to by the Parties, for such Custodial Services. As of July 1, 2016 (or such later date for the applicable Board Facility as set forth in Schedule 4.1 attached hereto), Vendor agrees it will cease providing Custodial Services to those Board Facilities identified as Former Custodial Service Facilities, and, subject to any adjustments and reconciliations as mutually agreed to by the Parties, no additional compensation will be thereafter payable with respect to the Former Custodial Service Facilities other than as expressly set forth herein. As of July 1, 2016 (or such later date for the applicable IFM Board Facility as set forth in Schedule 4.1 attached hereto), the Vendor shall, with respect to (i) each of the Custodial Service Facilities and the IFM Board Facilities and (ii) solely with respect to the period during each year of the Term in which the Board's summer schools are in session (which shall include any schools where non-project work is requested outside of the regular school year period), no less than one hundred twenty (120) of such schools ("**Summer School Facilities**"), to be determined by the Parties in good faith, in each case perform the following obligations (collectively, the "**Custodial Services**"):

1. manage, supervise, train, monitor and oversee the Board's in-house janitorial employees and its third-party janitorial subcontractors (the "**Board Custodians**"; and together with the Vendor Custodians, collectively, the "**Custodians**"), in each case performing custodial services under the Original Agreement;
2. purchase and maintain the Cleaning Supplies and the Cleaning Equipment (as defined in Section II. J. below);
3. convey the Depreciable Cleaning Equipment (as defined in Schedule 3 attached to the Original Agreement) to the Board pursuant to the terms of Section 41 of the Agreement;
4. clean and maintain the areas at each Board Facility (each, a "**Custodial Area**") designated under the column heading "Area" in Schedule 2 to the Agreement, including, with respect to Summer School Facilities, (i) opening and closing such Summer School Facilities for summer school or other Board activities and (ii) turning on and off lights, monitoring restroom

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cleanliness, supporting meal periods, trash removal and/or daily cleaning, in each case with respect to such Summer School Facilities;

5. observe and report mechanical deficiencies, leaks, and broken fixtures in each Custodial Area and otherwise periodically inspect each Custodial Area and the immediate exterior grounds at each Board Facility;
6. remove snow in the immediate exterior of Board Facilities, *but excluding* the removal of snow from area not constituting the immediate exterior of Board Facilities;
7. set up the cafeteria and/or areas designated for breakfast and lunch;
8. dispose of liquid waste, clean spills, replace garbage liners and clean surfaces (including, without limitation, floors, table tops, chairs, benches and walls) and remove trash and garbage to dumpsters or receptacles designated by the Board at the applicable Board Facility;
9. maintain any storage and/or locker space provided by the Board to the Vendor;
10. clean minor mold and mildew in bathroom, locker room and shower areas; *provided* that, the Vendor shall not be liable for the investigation, remediation and abatement of mold, mildew, fungi, pollutants, contaminants, asbestos, lead, fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, or hazardous, toxic, or regulated waste substances, in each case at the Facilities or their surrounding premises; *provided further* that Vendor shall not be liable for any conditions that existed in, on, or upon any Board Facility or the Board's cleaning equipment or systems on or prior to the Effective Date, including, without limitation, environmental impairments and other conditions;
11. coordinate interviews with each Board Custodian to (a) evaluate and assess the knowledge, skill and abilities of such Board Custodian, (b) provide written recommendations to the Board from time to time regarding employment, compensation, promotion, discipline, and discharge of such Board Custodian and (c) create new job descriptions, labor schedules, cleaning schedules and standards of performance;
12. perform the obligations set forth in Section II.B. below;
13. endeavor to fulfill the community relations initiatives set forth on Schedule 5 hereto; and
14. with respect to each Board Facility during each year of the Term, provide walk-off mats having an aggregate purchase price of up to \$700.00.

A.1. Additional Services

The Parties acknowledge and agree that the Custodial Services performed by Vendor at the Custodial Service Facilities under the Agreement shall not include any of the following services (such services being individually and collectively referred to herein as the "**Additional Services**") unless agreed to in writing by the Board:

- (i) the cleaning of laboratory equipment, sink hoods, art room kilns and ovens, kitchen equipment and vent hoods, machinery and equipment in boiler-, fan- and air compressor rooms and all building systems' mechanical equipment located anywhere outside such areas maintaining;
- (ii) the re-lamping of light fixtures;
- (iii) the removal of graffiti;

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- (iv) the refinishing gym floors;
- (v) the procurement and installation of flooring;
- (vi) the repairing of furniture;
- (vii) painting;
- (viii) the maintenance and/or training with respect to swimming pools, athletic turf, general turf, pool operators, maintenance technicians, plant maintenance managers and CMMS System;
- (ix) interior pest control;
- (x) the removal of trash and garbage from the exterior premises of Board Facilities;
- (xi) energy management;
- (xii) building commissioning;
- (xiii) preventive maintenance;
- (xiv) predictive maintenance;
- (xv) corrective maintenance;
- (xvi) project management; and
- (xvii) conditional assessments.

Notwithstanding the foregoing, the Board may, from time to time during the Term, request that this Scope of Services be amended to provide any or all of the Additional Services at the Board Facilities receiving Custodial Services. Prior to Vendor providing any Additional Services, the Parties shall execute a written amendment executed by both Parties in accordance with Sections 3 and 25 of the Agreement.

B. Service Level Obligations

1. Performance Guarantees.

a. APPA 2 Inspections by Third Party Inspector.

- i. APPA Evaluations.*** Within one hundred twenty (120) days after March 15, 2014, the Vendor shall furnish to the Board an inspection report prepared by an independent, qualified Inspector of nationally recognized standing selected by the Vendor and Board (the "**Inspector**") which such report shall set forth (by use of the APPA standards of cleanliness and reasonable industry inspection methods), the APPA level of cleanliness applicable to the Facilities. Once between January 1, 2015, and May 1, 2015, and every three months thereafter (each a "**Regular Assessment**"), the Inspector will assess twenty-five percent (25%) of the Facilities. Each Facility will be assessed at least once per year pursuant to a Regular Assessment. The Vendor shall be responsible for any and all costs incurred in connection with the Regular Assessments of the Facilities and delivery of the inspection reports contemplated hereby.

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shall work together in good faith to determine appropriate targets for the Call Center Rates (the "**Call Center Targets**"). Vendor shall thereafter work in good faith to meet the Call Center Targets. The Parties shall review the Call Center Rates and Call Center Targets on a quarterly basis and make adjustments to the Call Center Targets as appropriate.

2. Survey.

- a. Annual Survey. As requested in writing by the Board, Vendor shall furnish to the Board in writing an annual principal satisfaction survey ("**Annual Survey**") developed jointly and in consultation with the Board, which Annual Survey shall be provided to principals at Board Facilities prior to May 1, 2014 and on an annual basis thereafter. After the initial Annual Survey has been completed, the Parties will review the results and determine the baseline approval rating reflecting the results of the survey ("**Baseline Approval Rating**"). Thereafter, the Parties shall meet and negotiate in good faith on an annual basis to agree on targets above the Baseline Approval Rating for the results of the next Annual Survey (the "**Target Approval Rating**").
- b. Annual Survey Liquidated Damages. To the extent Vendor fails to meet any Target Approval Rating, Vendor shall pay the Board in liquidated damages One Hundred Thousand Dollars (\$100,000.00) per occurrence.

3. Meetings with the Board and Strategic Goals.

- a. The Vendor shall meet with the Board:
 - i. During the first three months of the Agreement, weekly to review the Vendor's program transition and program implementation, inventory and delivery of Cleaning Supplies and Cleaning Equipment, inventory and assessment of Board Facilities, call center review and set-up of the computerized custodial management system, and training program.
 - ii. At the beginning of each school year to review the Vendor's written proposals for the year (including the supporting business cases) which shall identify savings and/or operational efficiencies that would result in (i) process improvement opportunities and/or innovation for the Board; and/or (ii) a reduction in the Board's costs related to delivery of custodial services in such calendar year (collectively, the "**Performance and Savings Opportunities**").
 - iii. During the Term, once each month to review matters such as, the progress toward the Performance and Savings Opportunities, level of cleanliness, safety, training, attendance, productivity, call center review and the Annual Survey.
 - iv. From time to time, as mutually agreed between the Parties.

4. Total Liability. Vendor's aggregate liability for liquidated damages pursuant to this Section II shall not exceed Three Hundred Twenty-Five Thousand Dollars (\$325,000.00) in any three month period and shall not exceed One Million Dollars (\$1,000,000.00) in any annual period.

C. Number of Personnel

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The Board shall not reduce the number of Board Custodians without the mutual agreement of Vendor.

D. Training

The Vendor shall provide and maintain a training program (“Training”) for all Custodians which shall, at a minimum, include the following topics: (i) General Daily Cleaning Techniques; (ii) Equipment Training; (iii) Chemical Handling (Green Cleaning); (iv) Project/Progressive Cleaning Techniques; (v) Elements of an Emergency Action Plan; (vi) Elements of Bloodborne Pathogens and Exposure Control Plan; (vii) Hazard Communication Program (includes Material Safety Data Sheets, Labels and other forms of warning); (viii) the APPA 2 Cleaning Standards; (ix) proper use of janitorial supplies and chemicals; (x) industry accepted cleaning procedures for schools and school facilities; and (xi) Occupational Safety and Health Administration (OSHA) requirements.

The Vendor shall be responsible for the costs associated with training materials and trainer.

Vendor shall plan for and ensure that all Custodians performing Custodial Services comply with the basic provisions of OSHA Safety and Health Standards. Each Custodian shall be instructed on the use of all emergency valves, switches, and fire and safety devices in the Board Facility to which such Custodian is assigned. The Vendor shall implement and enforce health and safety standards by Custodians. Vendor shall provide Material Safety Data (MSD) Sheets in compliance with OSHA Hazard Communication Standards. Each Party shall take all necessary and desirable precautions for the safety of, and provide the necessary protection to prevent damage, injury, or loss to:

1. Each Custodian;
2. All Cleaning Supplies and Cleaning Equipment to be provided, incorporated in, or utilized in connection with the Agreement duties, whether on or off the site of a Board Facility; and
3. Other property located at the Board Facility where the Custodial Services are performed.

E. Cleaning Standards.

At all times after January 1, 2015, the Vendor shall provide Custodial Services that are consistent with the APPA 2 Cleaning Standards and for meeting the Board’s standards for clean and safe working/learning environments.

The Vendor shall notify all relevant parties including the Board’s Coordinator of Facility Maintenance or his/her successor, when a condition exists that could hinder the Vendor’s ability to perform the Custodial Services at acceptable levels in a Board Facility. Examples of obstacles include but are not limited to staffing issues, insufficient Cleaning Supplies, Cleaning Equipment, and dangerous or hazardous building conditions.

F. Absenteeism.

The Vendor shall provide a plan to deal with Custodian absenteeism and how this would be managed to ensure each Board Facility is adequately staffed and cleaned. From and after July 1, 2015 (except for mutually agreed upon summer furlough periods in the months of July and August), the Board agrees to pay to Vendor the cost of twenty (20) substitute Custodians (monthly, on the basis of full-time employee equivalents) who are called in to replace absent Board Custodians. The cost of these substitute Custodians is reflected in the revised Schedule of Compensation attached hereto as Exhibit B-1.

G. Kronos.

The Parties shall work diligently and in good faith to ensure that all Custodians are programmed into the

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Board's Kronos system and the Board shall provide the Vendor with all material information and systems access as needed to perform the Services.

H. Right to Direct.

The Vendor shall have the authority, to the maximum extent possible, to direct Vendor Custodians and its agents and subcontractors when performing the Custodial Services at the Board Facilities. The Board shall make available no less than sixty-six (66) Board Custodians to work second shift during work weeks, subject to absenteeism in the ordinary course. Custodians shall not be required to perform maintenance services; *provided* that to the extent that any Vendor Custodian is directed by the Board to perform obligations constituting "public works" under and as defined in the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*), the Board shall indemnify and hold harmless the Vendor from and against any and all penalties in connection with or arising out of the failure of Vendor to comply with the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*).

I. Wages and Benefits.

The Vendor acknowledges and agrees that all subcontractors, employees and other personnel of the Vendor performing Custodial Services (the "Vendor Custodians") shall be paid in accordance with the terms and conditions of the Board's collective bargaining agreement, but all such wages must be in accordance with BOMA Chicago rates.

The Vendor shall provide a health and welfare benefits package to the Vendor Custodians that shall, at a minimum, include the elements set forth in the BOMA Chicago's Health and Welfare Standards (Articles XIII-XV) for full-time employees and Vendor shall otherwise comply in all material respects with the terms of any applicable collective bargaining agreement to which the Board is a party.

J. Cleaning Supplies and Cleaning Equipment; Storage Space.

The Vendor shall furnish any and all Cleaning Supplies (defined below) and Cleaning Equipment (defined below). The Board shall make storage and janitorial areas available to the Vendor at the Board Facilities to store Cleaning Supplies and Cleaning Equipment. Title to any Cleaning Supplies purchased by Vendor prior to the expiration or early termination of this Agreement shall, without further act, vest in the Board. Vendor shall transfer title to, the Cleaning Equipment to the Board pursuant to and in accordance with the terms of Section 41 of the Agreement. Vendor, at the Board's request, shall execute and deliver any bills of sale, assignments or other documents of conveyance to reasonably necessary to evidence the vesting of title in and to such Cleaning Supplies to the Board and the conveyance of the Cleaning Equipment to the Board.

As used herein, "Cleaning Supplies" means any and all janitorial supplies and materials of the type that are necessary for the performance of the Custodial Services, including, without limitation, floor finishes, cleaners, detergents, sanitizers, hand soaps, wipes, paper towels, plastics.

As used herein, "Cleaning Equipment" means, collectively, (i) the Depreciable Cleaning Equipment and (ii) the Non-Depreciable Cleaning Equipment, but excluding snow removal equipment and related supplies, including, without limitation, snow throwers, shovels, vehicles and snow plows.

Vendor shall require that all Custodians either come to the Facilities dressed for work or change their clothes in the areas designated for such purpose at each Board Facility. If Custodians eat meals at a Board Facility, Vendor shall ensure that such Custodians do so only in areas approved by the applicable principal. Vendor acknowledges and agrees that smoking is prohibited in all Board Facilities, including school buildings and school grounds.

K. Losses.

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Vendor shall prohibit Custodians from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment unless authorized to do so by the principal at the applicable Board Facility. Vendor shall, at its own expense, repair, replace or otherwise compensate the Board for all losses, unauthorized use, theft or damage related to Custodial Services provided by Vendor Custodians under this Agreement.

L. Unacceptable Work.

Vendor shall, at its sole cost and expense, timely re-execute any Custodial Services found to be unacceptable by the Board in its reasonable determination.

M. Compliance.

Vendor shall be appropriately licensed, insured, bonded and shall meet all other requirements specified in the Agreement. Vendor shall, and shall cause Custodians to, conform and adhere to the established building policies and the policies established by a school, if any. Vendor shall comply with all OSHA requirements and shall provide documentation of such compliance upon request from the Board. Vendor shall develop and maintain a program for all Custodians servicing the Agreement to assure compliance with EPA and OSHA guidelines.

N. Cooperation.

Each Party shall work cooperatively in a spirit of good faith with the other Party and the other Party's agents and employees, and the authorized representatives of the Parties shall meet on a regular basis, at least once per month, to review and discuss any ongoing operational matters relating to the Services. Vendor shall meet with the Board whenever necessary, in the Board's discretion, to promptly resolve any concerns that arise relative to the performance of Custodial Services under this Agreement.

O. Record Keeping and Reporting.

Vendor shall maintain and develop a database of disputes and complaints regarding the Services that include the date and time of the complaint, response and resolution, names of the involved parties and any other action that was required. Vendor shall develop a reporting schedule and mechanism to inform and update the Department of Facilities regarding Vendor's responsiveness to complaints.

P. General Safety Guidelines.

Vendor shall be solely responsible for safety on the Board Facility related to the Services. Vendor shall adhere to any and all reasonable safety related requests by the Board and the Board's designated representatives related to the Custodial Services, including submission, upon the request of the Board, of Vendor's Safety Manual and/or a Board Facility specific safety plan.

Vendor, both directly and indirectly through its agents and subcontractors, shall continuously protect the Board's property from damage, injury or loss arising in connection with operations under the Agreement. Vendor shall make good any such damage, injury or loss, except to the extent caused by the Board Custodians or other Board employees or agents..

Vendor, both directly and indirectly through its agents and subcontractors, shall take all reasonable precautions to prevent accidents or injury to any persons on the Board Facility in connection with the performance of the Custodial Services.

Vendor shall comply with all laws, ordinances, codes, rules and regulations relative to safety and the prevention of accidents. Vendor, and its agents and subcontractors, shall cooperate with any other contractor

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that may be performing work on a Board Facility, including, but not limited to, OSHA compliance and safety efforts. Upon the request of the Board, Vendor and its subcontractors shall provide the Board with their Exposure Control Plan, Hazard (HazMat) Communications Plan and other safety related documents and programs.

Vendor shall provide and properly maintain, at all times, as required by laws and regulations and the conditions and progress of the Custodial Services, reasonable safeguards for the protection of workers, staff, students, and the public. If such reasonable safeguards are not taken by the Vendor, the Board reserves the right (without incurring any obligation whatsoever and without limiting any other right or remedy which the Board may have under the Agreement or at law or equity) to take such action as necessary to so protect workers, students, staff, and the public and to back charge the Vendor for the cost thereof. Appropriate precautions must be taken when Custodial Services are performed when school is in session and/or students are on a Board Facility.

In an emergency affecting the safety of life, or adjoining property, Vendor, without special instructions or authorization from the Board, is permitted to act, at its discretion, to prevent the threatened loss or injury.

Vendor shall not damage private and public property adjacent to the Board Facility, including all streets, sidewalks, light poles, hydrants and concealed or exposed utilities of every description affected by or adjacent to the Board Facility. If the items are damaged by Vendor or its subcontractors, Vendor shall make all necessary repairs to or replacements of them at no cost to the Board.

If, in the opinion of the Board, the Custodial Services endanger adjoining property or persons, upon written notice from the Board to the Vendor, the Custodial Services shall be stopped and the method of operation changed in a manner acceptable to the Board. Vendor acknowledges and agrees that it shall be responsible for any financial repercussions resulting therefrom and that contract schedules will not be postponed as a result thereof.

Adequate precautions shall be taken against fire throughout all Vendor's and subcontractors' operations. Flammable material shall be kept at an absolute minimum and, if any, shall be properly handled and stored. Vendor shall not permit fires to be built or open salamanders to be used in any part of the Custodial Services.

Vendor shall maintain a written policy regarding drug and/or alcohol testing of Vendor Custodians and shall implement such policy at any time that Vendor forms a reasonable suspicion that such testing may have a positive result. In order to insure that all subcontractors maintain and implement similar testing policies, Vendor shall require a similar written policy in each subcontract. If the results of any such test are positive, Vendor shall, as soon as possible, contact CPS Risk Management personnel at 773-553-2828 concerning the results. The Board reserves the right to require the removal from a Board Facility, either temporarily or permanently, of any person receiving positive results from any of the aforesaid tests.

Q. Liquidated Damages.

Because of the difficulty ascertaining and quantifying the actual damages which the Board may sustain should the Vendor fail to perform Custodial Services as required under the Agreement, the Board shall have the right to assess the liquidated damages set forth in Section II.B for failure by the Vendor to meet the performance guarantees described in Section II.B after any applicable cure period as may be set forth in Section II.B.

Vendor shall pay the liquidated damages described in Section II.B as liquidated damages and not by way of penalty, to the Board and shall authorize the Board to deduct the amount of such liquidated damages from money due the Vendor for the Maximum Compensation Amount. If the monies due the Vendor are insufficient to pay the liquidated damages, the Vendor shall pay the Board such amount(s) within thirty (30) calendar days after receipt of a written demand by the Board. In its sole discretion, the Board shall have the right to elect not to assess liquidated damages. Failure by the Board to assess liquidated damages in any particular instance or occasion shall not preclude or constitute a waiver of the Board's right to assess such damages at a later time,

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or on a subsequent occasion. The Board's right to assess liquidated damages shall not preclude the assertion of, or be exclusive of, any other available remedy including the right to terminate this Agreement.

Liquidated damages will not be assessed if poor performance results from "*Force Majeure*." The term "*Force Majeure*" as used herein means acts of god; labor strikes; acts of public enemy, blockades, wars, insurrections or riots; landslides, earthquakes, fires, storms, floods, washouts, governmental restraints, either federal or state, civil or military; civil disturbances; and explosions.

Liquidated damages also will not be assessed if Vendor's poor performance results from (i) the failure of the Board to follow Vendor's recommendations regarding hiring, discipline and discharge of Board Custodians; and/or (ii) vandalism or other causes outside Vendor's control.

R. Uniforms and Safety Shoes.

Vendor shall require all Custodians to wear a suitable uniform and safety shoes that are acceptable to the Board during the time the Custodians are on-site at a Board Facility. Vendor may purchase the uniforms and/or shoes for Custodians to comply with this paragraph R.

S. Start-Up Period.

Notwithstanding anything in this Agreement to the contrary, for the period of March 1, 2014, through April 13, 2014 (the "**Start-Up Period**"), Vendor shall prepare to transition the Board's custodial services to Vendor's programs. During the Start-Up Period, Vendor shall familiarize itself with particular aspects of the Facilities, operations, equipment, materials, supplies, and other such matters. Vendor shall assist the Board with inventorying its cleaning equipment and shall order Cleaning Equipment necessary to provide the Custodial Services during the Start-Up Period. The Start-Up Period shall include setting up Vendor's computer and software programs, determining the net square footage of the Board Facilities, screening new employees and subcontractor employees, and training Custodians. The Board agrees to reasonably cooperate with the activities of Vendor contemplated by this paragraph S. Vendor shall not provide the Custodial Services and shall not supervise or manage the Custodians during the Start-Up Period. Vendor shall be paid the "**Start-Up Period Fees**" set forth on Exhibit B during the Start-Up Period, which shall represent a portion of Vendor's actual costs during the Start-Up Period. The balance of Vendor's actual costs during the Start-Up Period shall be payable by the Board in accordance with the payment schedule set forth on Exhibit B-2 hereto. Upon termination or expiration of this Agreement, the Board shall reimburse Vendor for any unamortized start-up costs (for items such as survey, program design, and program implementation costs), not to exceed Two Million Dollars (\$2,000,000.00), which Vendor will amortize on a straight-line basis over five (5) years.

III. INTEGRATED FACILITIES MANAGEMENT

The Custodial Services described above and the additional services described below shall be collectively defined as "**Integrated Facilities Management Services**" or "**IFM Services**". Commencing on July 1, 2016 (or such later date for the applicable IFM Board Facility as set forth in Schedule 4.1 attached hereto), Vendor shall provide the following IFM Services at those IFM Board Facilities designated on Schedule 4.1 as IFM Board Facilities.

Service Level Obligations. With respect to the IFM Services, the Vendor shall perform the obligations set forth on Exhibit C (including, without limitation, the obligation to pay the amounts listed under the column heading "**Potential Liquidated Damages Amount**"), in each case within the applicable time periods therein and threshold level specified therefor.

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A. ENGINEERING OPERATIONS AND MANAGEMENT SERVICES

As of July 1, 2016(or such later date for the applicable IFM Board Facility as set forth in Schedule 4.1 attached hereto), the Vendor shall, with respect to each Board Facility designated on Schedule 4.1 as an IFM Board Facility, perform the following obligations ("**Engineering Services**");

The Vendor shall be responsible for the operation of all heating, ventilating, air conditioning, plumbing, electrical, refrigeration, swimming pools and all other related operations within each IFM Board Facility. The Vendor shall maintain these and other mechanical equipment, to ensure compliance with all City, State and Federal laws and regulations. The Vendor shall plan, coordinate and supervise the entire operations and maintenance of each such IFM Board Facility in accordance with good, professional practice and the facility plan for each school approved by the Board's Department of Facilities - Asset Management. The Vendor shall be responsible for the operation and maintenance of all building mechanical equipment and, as directed, monitor the Vendor's subcontractor work crews and review their performance and compliance with terms of the Agreement and this Scope of Services.

The Vendor shall furnish all supervision, labor, materials, and equipment necessary to perform the Services described in and contemplated by this Section III.A. – Engineering Operations and Management Services.

The Vendor shall perform the following duties and responsibilities with respect to each IFM Board Facility:

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1. Vendor shall perform predictive and preventive maintenance, inspection, repair and operation of building systems and equipment relating to plumbing, fire protection, swimming pools, mechanical, elevators, electrical, HVAC and boilers to, in each case, ensure that such building systems and equipment comply with applicable City, State, and Federal law and regulations.
2. Vendor shall perform general tasks at the request of an authorized representative at each IFM Board Facility, including without limitation, mounting bulletin boards, signage and making minor repairs in offices and classrooms.
3. Vendor shall supervise capital construction projects and custodial workers, watchmen, and site managers for trade personnel and contract services.
4. Vendor shall administer EPA surveys utilizing approved providers to the extent required by applicable law or as otherwise mutually agreed upon by the Board and the Vendor.
5. Vendor shall operate, repair and maintain appropriate inventory of hand tools and testing equipment and computer-based digital management systems, including, without limitation, multi-zoned units, VAV units, chillers from 75 to 400 tons, high temperature hydronic systems, electrically heated/air conditioned school buildings, rooftop units and unit ventilators.
6. Vendor shall have and maintain working knowledge of appropriate certifications for safety and regulatory compliance for facility programs and to ensure compliance.
7. Vendor shall manage and oversee inspections of each IFM Board Facility by City, Fire Department, and Health Department.
8. Vendor shall cause each such IFM Board Facility to comply with all applicable city building, fire prevention and safety codes and ensure that such Board Facility is safe for occupancy.

B. PEST CONTROL SERVICES

At each IFM Board Facility the Vendor shall furnish all supervision, labor, materials, and equipment necessary to perform the following Services related to pest control management ("**Pest Control Services**"):

1. Vendor shall conduct an initial facility survey which will include all areas of the building(s), perimeter areas near the building(s) where pests may burrow and harbor, storage areas, and areas around dumpsters, waste piles and/or grease containers;
2. Vendor shall develop a Comprehensive Integrated Pest Management ("**IPM**") Plan;
3. Vendor shall perform routine inspections for signs of pests, suppress designated pests;
4. Vendor shall develop recommendations for structural and procedural modifications necessary to achieve pest prevention;
5. Vendor shall perform all components of the IPM Plan in all areas of the building(s), and in exterior perimeter areas of all buildings including those areas near and around waste containers and dumpsters;
6. Vendor shall develop and maintain records pertaining to pest management at each facility in accordance with the IPM plan;
7. Vendor will provide electronic updates to the Environmental Services Manager as requested; and
8. Vendor shall respond to pest emergencies.
9. Vendor shall remove any pest carcass found on the premises of an IFM Board Facility.

The following Pest Control Services are to be provided by Vendor:

1. Initial Facility Survey and Inspection

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2. The Vendor shall conduct an initial facility survey and inspection of each IFM Board Facility within thirty (30) days after the Effective Date. This survey and inspection shall include all areas of the IFM Board Facilities, perimeter areas near the IFM Board Facilities where pests may burrow and harbor, storage areas, and areas around dumpsters, waste piles and/or grease containers. The purpose of the initial inspection is for the Vendor to evaluate the pest control needs of the facility, the effectiveness of previous control efforts, and to identify problem areas and any equipment, structural features or management practices that are contributing to pest infestation. The Vendor shall pay close attention to problems related to pest exclusion and facility sanitation. Access to all IFM Board Facilities shall be coordinated with the Principal or the Principal's designated representative at an IFM Board Facility. The school principal, the school principal's designated representative, or property manager will inform the Vendor of any restrictions or areas requiring special scheduling.

3. Development of a Comprehensive IPM Plan.

After conducting the initial inspection, the Vendor shall develop a written Comprehensive IPM Plan which shall include all buildings at each IFM Board Facility and surrounding outside areas (including dumpsters and the area between the kitchen door and the dumpsters). This plan shall be in accordance with Chicago Public School's IPM Policy (09-1028-PO3). Within ten (10) days after the initial inspection, the Vendor shall submit to the Director of Facilities, a comprehensive IPM Plan for each building or site. Within five (5) working days of receiving the IPM Plan, the Director of Facilities shall decide if the IPM Plan is acceptable. If aspects of the IPM Plan are incomplete or disapproved, the Vendor shall have two (2) working days to submit revisions. Upon written approval of the IPM Plan by the Chief Facilities Officer, Vendor shall provide a copy of the approved plan to the Environmental Services Manager in an electronic format and begin providing the required Services within five (5) days of such approval. The IPM Plan shall consist of seven parts as follows:

a. Identification of infested zones on a diagram of the building floor plan (when a building diagram is not available, the location shall be specifically denoted and listed), and a specific plan for solving the problem that caused and/or allows each of the infestations to persist.

1. Identification of the pest targeted.
2. Identification of the level of pest infestation.
3. Evidence of pest activity.
4. Risk of pest infestation, e.g., health risks, structural risks, nuisance.
5. Identification of pest encouraging circumstances.
6. Monitoring methods to evaluate the presence of pest activity.
7. Proper identification of treatment method with an emphasis on the least hazardous method:
 - a) Non-chemical treatments - vacuum devices, mechanical traps, structural modifications and sanitation measures;
 - b) Baits;
 - c) Crack and crevice treatments; and
 - d) EPA hazard category III or IV pesticides.

b. Description of any Structural or Operational change that would facilitate the pest control effort shall include:

1. A prioritized list describing site-specific solutions for observed sources of pest food, water and harborage. Structural modifications for pest suppression shall not be the responsibility of the Vendor with the exception of minor caulking which shall be the responsibility of the Vendor.
2. Exclusion methods for keeping pests out of structures including, but not limited to installing door sweeps, installing hardware cloth to appropriate openings, and sealing of exterior windows with caulk.

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3. Sanitation improvements including but not limited to placing plastic liners in garbage cans, garbage removal daily, keeping dumpster lids closed, proper cleaning of food handling/preparation areas, and eliminating water sources.

c. **Proposed Methods for Monitoring and Surveillance:** The Vendor shall describe methods and procedures to be used for identifying sites of pest harborage and access and for making objective assessments of pest population levels. In addition, the Vendor shall work with the Director of Facilities to establish population levels that constitute unacceptable levels that include planned frequency of Vendor visits and approximate duration of each visit. Monitoring and Surveillance methods shall include:

1. Using devices known as "sticky traps" or "trap monitors" in pest prone areas as determined during the initial facility survey with inspection or traps occurring not less than monthly.
2. Identifying the number, type and location of monitors reported on the inspection form. Changes to the surveillance methods shall be communicated to the School Principal or the Principal's representative.

d. **Proposed Methods and Equipment for Service:** The Vendor shall provide a summary of proposed control methods (caulking, reduced access to food and harborage sites) and equipment (example: crevice vacuum cleaner, pressurized air for flushing insects, etc.). Methods and equipment should be selected based on IPM decision-making steps to ensure the most appropriate methods are selected, including:

1. Risk of pest exposure: insect stinging or biting, allergens generated or dispersed, vectors for human pathogens;
2. Risk of pesticide exposure: toxicity of pesticide to students and staff; and
3. Project assessment requiring prevention, treating only documented pest problems, treating pest problems through precision targeting with the most appropriate and least toxic method or material.

The Vendor shall also provide current labels, and MSDS of all pesticides to be used, brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest surveillance and detection equipment, and any other pest control devices or equipment that may be used to provide service and rationale for their use.

e. Proposed methods of evaluation of the effectiveness of actions and amendments to the Pest Control Plan as needed to assure pest control needs are met.

f. **Commercial Applicator or Technician Licenses:**

The Vendor shall provide a current list of names along with photocopies or electronic copies of the commercial applicator or technician's certifications for every employee who will be performing on-site Services under the Contract. In addition, the Vendor shall provide a copy of the Vendor's Structural Pest Control Business License issued by the Illinois Department of Public Health. The Vendor shall immediately notify the Board's Department of Procurement and Contracts, Vendor Management if the Vendor becomes unlicensed.

3. On-Call Service

The Vendor shall provide on-call service to complaint calls. On-call Services shall be classified as regular and emergency visits. Emergency visits shall be requested for health-threatening situations or problems that render

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all or part of a building unusable (i.e., presence of venomous insects, massive cricket, rodent, and insect infestations, etc.). Emergency calls shall be responded to within 24 hours. Regular and emergency on-call service will be considered part of the Pest Control Services stated herein and will be provided at no extra charge.

4. Times of Service

The Vendor shall perform the Initial Facility Survey and Inspection with the Director of Facilities in attendance during regular business hours. Monitoring and other non-broadcast pesticide application shall be performed during regular school hours only after approval of the Principal or the Principal's designated representative. A school representative shall be in attendance unless otherwise arranged with school personnel.

5. Orientation of Personnel

The Board shall assist Vendor's in the initial orientation of the Vendor's personnel being assigned to perform Services under the Agreement. After such orientation, the Vendor shall become responsible for fully briefing any new personnel assigned to furnish Pest Control Services as to location of buildings, Board procedures, and any other performance requirements under the Agreement.

6. Safety and Health

In accordance with terms and conditions of the Agreement, the Vendor shall observe all safety precautions throughout the performance of the Agreement and shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of the Services.

7. Licensing

Throughout the term of the Agreement, Vendor in performance of Pest Control Services hereunder shall maintain a current Structural Pest Control business license issued by the Illinois Department of Public Health. In addition, all of Vendor's personnel providing on-site control Services must maintain licensing (in categories appropriate to the work being performed) as commercial applicators or state licensed/certified technicians. Unlicensed (uncertified) applicators will not be permitted to provide Services to the Board. Vendor shall submit the name of Vendor's Certified Entomologist and provide evidence of such certification (the Certified Entomologist may be on Vendor's staff or may be a consultant on retainer with the Vendor).

8. Structural Modifications and Recommendations

The Vendor shall be responsible for advising the Director of Facilities about any structural, sanitary, or procedural modifications that would reduce pest food, water, harborage, or access. The Board shall not hold the Vendor responsible for carrying out structural modifications as part of the pest control effort. However, minor applications of caulk and other sealing materials by the Vendor to eliminate pest harborage or access, such as spot caulking points of entry is encouraged upon approval of caulking and sealing material by the School Principal at an IFM Board Facility.

9. Use of Pesticides

Chemical controls shall be used only after a determination has been made that all other methods or pest control - exclusion, sanitation, operational and structural modification - are not effective or when regulatory or health agencies have determined that chemical alternatives must be used. The Vendor shall obtain written approval from the Board's Environmental Services Manager prior to the use of broadcast (sprays and powders) pesticides. The Vendor shall be responsible for applications of pesticides according to the label. All pesticides used by the Vendor must be registered with the U.S. Environmental Protection Agency ("EPA") and by the State of Illinois. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, state, and local laws and regulations.

This Agreement will be posted on the CPS Internet website.

C. VARIOUS TRADES SERVICES

The Vendor shall furnish all supervision, labor, materials, and equipment necessary to perform the Various Trade Services described in this Section C. Various Trade Services - below for the purposes of maintenance and repair at each IFM Board Facility; *provided however*, that any expenditure relating to labor, materials and/or equipment that exceeds \$1,500, individually or in the aggregate ("**Capital Expenditure**"), shall require the review and the prior written approval of the Board's Chief Facilities Officer or designee; *provided further*, that the Vendor's obligation for costs associated with labor, materials and/or equipment for Services described in this Section C. solely and exclusively with respect to maintenance and repair of IFM Board Facilities shall not, in any twelve (12) month period during the Term, exceed \$870,000 (or such other amount as may be mutually agreed to in writing by the Parties). For purposes of this calculation, the maximum amount set forth in the preceding sentence shall be prorated for any period of less than twelve months. Any pro ration shall be calculated on the basis of a 365-day year and for actual days elapsed. Capital Expenditures in excess of \$1,500.00 shall not be included in the \$870,000 annual amount (or such other annual amount as may be mutually agreed to in writing by the Parties) identified for maintenance and repairs, unless mutually agreed upon by the parties.

Any expenditure that exceeds the \$870,000 annual amount (or such other annual amount as may be mutually agreed to in writing by the Parties) and approved in writing by Vendor and Board shall be invoiced to and paid by the Board.

If in any year during the Term the amount of Capital Expenditures is less than \$870,000 (or such other amount as may be mutually agreed to in writing by the Parties), the difference may, at the Board's option, be carried over to the next succeeding year or used as a credit to amounts owed by the Board to Vendor.

Any Capital Expenditure with a cost in excess of \$1,500.00 shall not be performed by Vendor and instead will be contracted and paid for by the Board.

The Various Trade Services under this Section C. Various Trade Services include the following:

1. Boilermaker: Qualified repair boilermaker that can troubleshoot, diagnose and repair boiler related issues.
2. Brick Masonry and Cement: Qualified mason that can lay, install, and repair bricks and stone on exterior and interior of building, sidewalks, curbs, steps, landings and foundations.
3. Carpentry: Qualified Carpenter that can repair, replace, and install: wooden roof decks, drywall, floors, walls, wood surfaces, locks, ceiling tile, and furniture.
4. Electrical: Qualified electrician that can repair, replace or install distribution panels, transformers, electrical lines, light fixtures and ballasts, and electrical boilers.
5. Communications Technician: Qualified communications technician that can install, repair, maintain, and replace telephones and other communications systems.
6. Elevator Construction: Qualified elevator technician that can assemble, install, maintain, and repair electric and hydraulic elevators, escalators, and dumbwaiters.
7. Fence Installation: Qualified fence installer that can install, repair, and maintain wood, steel, powder coated wrought iron and chain link fences and gates.
8. Floor Covering Technicians: Qualified technicians that can replace, repair, and install carpet and resilient flooring. Technician should also be able to sand, repair, and finish wood flooring.
9. Glazing: Technician who can repair and replace broken glass and caulk windows.

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10. HVAC technician: Technician that can repair, maintain, replace, and install HVAC equipment. Technician should also be able to provide emergency service and preventative maintenance to all HVAC equipment.

11. Iron Technician: Qualified Iron Technician that can erect, install and repair, steel frameworks and other metal parts in buildings, bridges, and other structures.

12. Painting: Qualified Painter that can paint and refinish/varnish walls, ceilings, moldings, counter tops, wood trim, fences, and furniture.

13. Pipefitting: Qualified Pipefitter that can repair, install, maintain pipe systems used for gas, water, steam, air, and waste disposal.

14. Plastering: Qualified Plasterer that can prepare and apply smooth or texture finishes to walls and other building surfaces. Plaster should also be able to construct laths which may be metal, wire, mesh or plasterboard backing.

15. Plumbing: Qualified Plumber that can install, replace, repair, and maintain pipe systems used for water, sewer, and waste disposal

16. Roofing: Qualified Roofer that can use a wide range of products and application techniques for applying hot asphalt, coal, tar pitch, rubber, thermo plastic systems, torch applied modified bitumen and cold applied systems. Additionally, install insulation, gravel and work with slate, cement and clay tile and shingles.

17. Sheet Metal Work: Sheet metal worker must be able to repair, replace and install HVAC duct work.

18. Sprinkler Fitting: Qualified Sprinkler Fitter that can install, repair, and maintain pipe systems used for fire system sprinklers, dry and wet type.

In order to effect the Various Trade Services, Vendor agrees that it (or its subcontractors) will, subject to, as applicable, satisfaction of applicable hiring standards or legal requirements for employment by Vendor or its subcontractor, hire any Engineer or Facilities Manager currently employed by the Board at an IFM Board Facility and assign said Engineer or Facilities Manager to the same IFM Board Facility to which said Engineer or Facilities Manager was previously assigned.

D. LANDSCAPING SERVICES

The Program has been implemented to maintain the health and attractiveness of landscaping and lawns at IFM Board Facilities. The dense urban school locations and the necessity of maximum use of the entire property places the landscaping and lawns under unusual stress that puts a premium on good day-to-day maintenance practices.

The Board is committed to preserving and protecting the environment through its landscape practices. Vendor shall practice sustainable landscape maintenance, including but not limited to: mulching grass clippings, composting all non-diseased landscape waste, using low emission equipment, vehicles, and fuel; using recycled or biodegradable materials, applying fertilizers and herbicides certified as organic or natural, and maintaining Board Facilities so as to promote soil conservation and water retention. All practices shall comply with the Board's Integrated Pest Management Policy as well as the Illinois Structural Pest Control Act, and the Lawn Care Products Application and Notice Act.

This Agreement will be posted on the CPS Internet website.

Vendor shall not mow areas consisting of native planting, rain gardens, or other vegetative buffer zones unless specifically directed by the Engineer.

Vendor is encouraged to use mulching mowers to reduce waste and provide nutrients to the turf. Vendor shall break down unsightly grass clumps and aid in the decomposition process. Grass clumps shall be spread evenly across the lawn to serve as natural and effective fertilizer; all grass clippings shall be left on the lawn to enhance soil nutrition.

a. LANDSCAPE MAINTENANCE REQUIREMENTS

Vendor shall provide the following Landscaping Services to the each IFM Board Facility and the adjacent parkway(s).

b. PROCEDURES AND REGULATIONS

1. Fertilization by Vendor

a. Fertilizers shall be "natural" or "organic," "slow-release," and free of weeds, pathogens, and materials that are insufficiently decomposed. Such fertilizers shall not contain chemicals that could leach into groundwater and present health risks to students and faculty.

b. Fertilizers shall contain at least 50% water-insoluble nitrogen (WIN). This will ensure slow release of nitrogen, potassium, phosphorus, and other factors into the soil.

c. Fertilizer shall be granular, pelletized, or in appropriate solid form, and should be watered into the soil to prevent runoff. Applying fertilizer before a heavy watering or rainstorm should be avoided as loose fertilizer could run off into storm drains or groundwater.

d. Vendor shall leave mulched grass clippings on the Site, as an effective and free fertilizer, as described above.

e. Soils test shall be used to determine which fertilizer to apply; that is, to determine the most appropriate N-P-K (Nitrogen-Phosphorus-Potassium) ratio for the soil.

f. Vendor shall not over-fertilize, as it may lead to run off and poor plant quality.

g. Composts may be used on areas of stressed turf or when preparing soil for grass seeding or sod. Compost should be derived primarily from plant materials with minimal amounts of animal manure due to the potential for high phosphorous content. Weed and feed products donating any type of synthetic pesticide are prohibited under this Contract.

2. Native Planting

Intentional native plantings shall be retained, Landscape maintenance staff shall be trained by Vendor to identify native plantings and differentiate them from weeds. If there is doubt about whether plantings are intentional or weeds, landscape maintenance staff shall consult with the Engineer at the IFM Board Facility. Typically, intentional plantings are grouped in odd numbers (e.g. 3, 5, or 7 of each plant) and should not be removed.

3. Weed Control

This Agreement will be posted on the CPS Internet website.

- a. Manual Weeding - In planting beds, courtyards, and other non-turf areas, weeds are to be removed by Vendor using manual or mechanical means. Removing young weeds from the root is the most effective post-emergent weed control method.
- b. Vendor shall eliminate weeds from all patios, walkways, and concrete structures that traverse the landscape. Other methods should be considered for weeds that cannot be effectively removed by hand or hand-powered tool. Scalding water poured on young weeds will damage them beyond repair and may not be used. Flame weeders that run on propane or electronic devices designed to remove weed roots may be used as long as children or readily inflammable materials are not present. Natural herbicides may also be used where appropriate.
- c. If the entire weed is removed from the soil in natural turf areas, Vendor shall apply grass seed to the hole and cover with soil and shake off the soil attached to the root and stem in order to minimize soil and nutrient loss.
- d. The existence of a few weeds signifies a healthy lawn. Among common weed species, violet is less noxious and Vendor should permit violet to grow as it is drought-tolerant, disease-resistant, and blends in well with grass.

All application of chemicals shall be done by Vendor in accordance with the Board's Integrated Pest Management Policy (09-1028-PO3), the Illinois Structural Pest Control Act, and the Illinois Lawn Care Products Application Notice and Act. Applications shall be limited to times when students are not present and shall be completed by Vendor at least 48 hours before students are scheduled to return.

Vendor may use synthetic chemical herbicides only as a last resort, when other pest prevention and natural/organic control measures have failed to reduce pests or weeds. Cost or staffing considerations alone will not be adequate justification for the use of chemical control agents. When a pesticide shall be used, the smallest amount of the least-toxic product that will meet pest management goals will be used. Vendor is encouraged to use natural or organic products that contain such ingredients as citrus oil, acetic acid, and biodegradable detergents in lieu of glyphosate-based products such as Roundup or other chemical weed and feed formulas, which are not acceptable.

Vendor shall submit product information and a Material Safety Data Sheet ("MSDS") prior to the use of any herbicide. Pursuant to the Illinois Lawn Care Products Application and Notice Act, school officials, parents, and any immediate neighbors shall be notified of the Vendor's intention to apply chemicals to the property at least four days prior to application. Vendor shall dispose of unused pesticides at a hazardous waste collection site.

4. Disease and Insect Control

- a. Any plants with even moderate signs of disease should be removed by Vendor as soon as possible. These plants should not be composted and shall be disposed of properly.
- b. A variety of organic products are available for fungal and disease control and prevention. Baking soda fungicides such as those produced by Green Cure are effective against powdery mildew and may be used by Vendor.
- c. Arthropods should be removed or killed by Vendor only if they present a clear threat to human safety or do significant harm to landscaping features. Many ground-dwelling "bugs" such as earthworms and slugs are critical for the decomposition of organic material into forms that plants can utilize. Combination Insecticide-fungicides are often more hazardous than separate products and are prohibited from use.
- d. Disease-resistant plants and those well-adapted to the local climate stand the best chance against insects and fungi. Vendor should consult a horticultural expert to ascertain which plants have the best chance of thriving on that landscape and shall use such plants.

5. Tree Trimming

This Agreement will be posted on the CPS Internet website.

a. Crown raising is removing branches from the bottom of the crown of a tree to provide clearance for pedestrians, vehicles, buildings or lines of sight. For street trees the minimum clearance is 6 feet. Vendor shall perform those tasks at the request of the principal, Engineer or Manager of the Site.

SPRING MAINTENANCE (TO BE PERFORMED BETWEEN APRIL 1st AND MAY 15th OF EACH YEAR DURING THE TERM)

1. Board Facility Examinations

a. The Vendor's supervisor shall inspect each IFM Board Facility and each different type of planting to observe any changes in vigor, growth, or physical damages that may have occurred since last inspection. The supervisor shall keep notes with dates for reference in establishing corrective practices, and evaluating results obtained. Biochemical properties of landscaping features shall be noted so as to best understand how nutrients, fertilizers, soil amendments, and herbicides should be applied.

b. Where issues of technical or scientific nature arise, Vendor shall obtain the services of a competent horticulturist available to answer questions or address such issues.

c. The Vendor should conduct a soil test when and where appropriate in order to determine the biochemical qualities of each Site. Soil tests are critical for determining the extent to which nutrients and soil amendments (e.g. sulfur, humic acid, gypsum, lime, etc.) shall be replaced by fertilizers. A soil test should be performed on each Site every three to five years.

2. Weeding and Fertilization

a. Fertilizer shall be applied to each Site as needed, based on the soil test or expert recommendation, after classes cease for Spring Break (see Procedures and Regulations above). Weeding should also take place according to the Procedures and Regulations, above.

3. Tree Health, Cultivation and Planting Bed Maintenance

a. Mulch is required around all trees and planting beds to maintain soil quality and prevent weeds from sprouting. For trees, use shredded hardwood mulch. Mulch shall be placed by Vendor around the base of the tree in a donut-shape, having a diameter of at least five feet. Mulch shall not be placed against the bark of the tree; this increases the likelihood of bark rot and insect infestation. No mulch shall be placed within two to three inches surrounding the base of the tree.

Trees shall be mulched to a minimum depth of 5 inches and a maximum depth of 8 inches by Vendor. Planted beds shall be mulched to a minimum depth of 3 inches and a maximum depth of 6 inches. A minimum of 2 inches of fresh mulch shall be added each spring. Vendor shall not use landscape fabric in garden beds in conjunction with organic hardwood mulch. Weeds can sprout from the mulch layer and root in the fabric layer below. Vendor shall clean all open planting areas of all weed materials and cultivated with hoes, tined cultivators, or mechanical cultivators to loosen the soil to a depth of 2 to 4 inches. Vendor shall use care when closing areas of plant root development so as not to disturb or destroy feeding roots.

b. Vendor shall also cultivate ground cover perennial beds, but shall take extreme care not to destroy new ground cover plants developing to fill in the bed.

c. Vendor shall inspect all mulched areas and where excessively matted mulch exists or where the addition of mulch will cause the mulch depth to exceed the maximum depth described herein, and shall remove such mulch. Mulch to remain shall be loosened by Vendor to provide for proper water infiltration. All Sites within each Collaborative assigned to the Vendor shall be mulched before issuance of Vendor's Spring Maintenance invoices.

4. Pruning

a. Evergreens and evergreen hedges

Vendor shall not prune evergreens severely enough to cause an open or woody appearance. Hedges shall be shaped to be broader at the base to prevent shading of lower foliage. Spring pruning is intended to improve the appearance by removal of tip discoloration or die-back from the winter conditions and to encourage the development of new breaks in branching, maintaining the plant in a vigorous full appearance.

b. Spring Flowering Shrubs and Shrub Hedges

This Agreement will be posted on the CPS Internet website.

Vendor shall prune shrubs that flower in springtime immediately after blooms have died; remove old *and/or* weak branches; and remove entire canes, one-third of the largest each year, to reduce height growth and maintain shrub shape and health.

Vendor shall limit spring pruning of other deciduous shrubs and woody vines to the removal of dead and weak branches.

Vendor shall always prune shrub hedges so that the base is wider than the top to prevent shading of lower foliage, Pruning cuts on shrub hedges should always be made slightly above previous cuts to maintain a full foliage and attractive appearance,

5. Weed Control

Vendor shall sprinkle organic pre-emergent weed control such as corn gluten over the lawn early in the season. Persistent use of corn gluten on a turf lawn prevents broad-leaf weeds from establishing properly. Depending on the condition of the lawn, Vendor shall apply unprocessed, granulated, or pelletized meal. The applied areas shall be dampened by Vendor in order for the meal to take effect. Corn gluten meal has no effect on already established weeds. Since corn gluten is an inhibitor, Vendor shall wait one month after application before laying grass seed,

6. Maintenance of Campus Park Turf

a. Top Dressing - Vendor will top dress all turf areas where there is dead grass or obvious separation and/or curling of previously installed sod, readily spreadable topsoil should be carefully spread and dragged to fill in openings and level out depressions.

b. Seeding - Vendor shall reseed all areas, which have been top dressed to establish a continuous, dense, and healthy turf. Hardier varieties of grass such as fescue and rye do relatively well in the local climate, Vendor shall choose a grass seed blend or sod that takes into account local climate and plant viability.

7. Maintenance of Athletic Fields

Vendor shall provide special maintenance to Athletic fields to withstand the heavy use associated with athletic practices and competitions. Athletic fields include competition and practice football fields, soccer fields, baseball fields, and softball fields; goals, end zones, foul areas, and sidelines are all considered part of the athletic fields. In addition to the normal services described, Vendor shall provide the following services for athletic fields:

a. Top Dressing -Vendor shall top dress all turf areas. Fine sand shall be thinly spread over the turf and then lightly raked,

b. Aeration - Vendor shall aerate all turf areas with a core aerator.

c. Vendor shall mow, de-thatch, and core aerate; and remove weeds before seeding

d. Vendor shall maintain sand areas for the baseball fields during baseball season, which includes adding and raking sand.

REGULAR MAINTENANCE (TO BE PERFORMED BETWEEN MAY 16TH AND OCTOBER 15TH OF EACH YEAR DURING THE TERM).

1. SCHEDULE

a. Prior to beginning Regular Maintenance, the Vendor shall submit to the Board's Facilities Manager, a written, tabular schedule indicating, by crew, which day each IFM Board Facility will receive Regular Maintenance. Two schedules are required, the first providing for a weekly cut at each IFM Board Facility (i.e. completing the entire Site list within a 6-day work week) and the second providing for a 10-day cut cycle. The schedule shall indicate the name(s) of Vendor's supervisory personnel to be contacted either in the field or in the office in case of problems or the need for additional Landscaping Services.

b.Crews shall be expected to be at the IFM Board Facilities on the day indicated and complete their scheduled sequence as required. In case of weather delays, etc., the Vendor shall make certain that the Board's Facilities Manager is notified promptly of the changes in schedule. Notification shall be by telephone or facsimile.

2. PERFORMANCE OF SERVICES

This Agreement will be posted on the CPS Internet website.

a. Vendor shall mow turf areas, maintaining height of cut between 3" to 3.5" with shorter culling heights possible during heavy growth periods and for the over-wintering period. Taller heights of cuts will be allowed under hot dry growing conditions as allowing grass to grow to this height maintains root condition and naturally shades out weeds. Grass clippings shall be mulched and left on the turf. Vendor shall edge turf at all concrete and hardscape including curbs and sidewalks at parkway turf.

b. Frequency: Beginning May 1, of each year, Vendor shall mow one time prior to the regular maintenance cut schedule. Thereafter Vendor shall begin a 10-day schedule (approximately 3 times per month) throughout the growing season. If drought conditions exist, the Manager may direct that mowing be suspended either on a Site-by-Site or other basis.

c. At each regular maintenance visit, the Vendor shall examine the entire Site and adjacent parkways and determine, in addition to cutting and edging, what other incidental maintenance needs to be performed. These Services shall include picking weeds from planting beds and around trees and applying natural herbicides, scalding water, or another non-toxic method to parking lots, sidewalks, and any other hard surface areas to eliminate weed growth. The Vendor shall prune and shape fast growing bushes, shrubs, and trees on an as needed basis.

d. Vendor shall maintain any prairie or natural space areas.

e. Weeding and Fertilization

I. Based on the soil test or expert recommendation, Vendor shall apply fertilizer one week prior to classes resuming in August or September (see Procedures and Regulations above). Weeding should take place according to the Procedures and Regulations, above.

II. Vendor shall provide a midsummer application of liquid humic acid product (10- 16% humic acid by volume) in June that will chelate metal ions in the soil and make key nutrients such as nitrogen more readily available for absorption by turf and other plants. Humic acid and other amendments should be added as recommended by a soil test or horticultural expert in June.

f. The Vendor shall contact the Manager at the IFM Board Facility immediately to notify him/her of any problem with school staff members or unusual field conditions.

FALL MAINTENANCE (TO BE PERFORMED BETWEEN OCTOBER 16TH AND NOVEMBER 15TH OF EACH YEAR DURING THE TERM)

1. FERTILIZATION

Vendor shall fertilize turf as needed, based on soil test or horticultural expert analysis.

2. PRUNING

a. Shade trees, intermediate, and ornamental trees

Vendor shall prune any shade or intermediate trees to conform to their natural shape, being sure that branches are removed uniformly around and through the trees up to 6 feet. Any low hanging or interfering branches should be removed. No more than 10 to 15 per cent of branch area should be removed in anyone pruning. Priority cuts should be made to branches that are DDDCT (Dead, Damaged, Diseased, Crossing, or Training). Any pruning cuts should be made immediately outside the branch collar to minimize tree exposure to insects and pests and speed the tree's ability to seal over the cut,

b. Shrubs and shrub hedges (except spring flowering shrubs and hedges)

Vendor shall prune all shrubs and hedges except for spring flowering shrubs; remove the oldest and weakest branches; make cuts generally 6" - 8" from the plant crown level, facilitating the development of new growth

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below the pruning cut. Vendor shall prune in such a manner so as to induce plant development and to maintain full plants from the bottom up while the spread and height are kept within acceptable limits.

Vendor shall prune shrub hedges so that the base is wider than the top. Pruning cuts on shrub hedge will always be made slightly above previous cuts to maintain a full foliage and attractive appearance.

c. Ground covers - perennials

Vendor shall prune, tip back, or winterize all perennials as appropriate for the species involved.

d. Branches

The Vendor shall remove branches up to 2.5 inches and any branches larger than 2.5 inches shall be removed by the school's engineer.

3. WEED CONTROL

Vendor shall inspect mulch at all planting beds and around all trees; and if necessary add new mulch to maintain depth described in Scope of Services. Existing mulch shall be cultivated or raked to break up mauling and to provide a fresh neat appearance.

4. FALL CLEAN UP

Vendor shall rake and remove or compost all leaves as directed by the Board's Chief Facilities Officer.

E. SNOW REMOVAL SERVICES

The Vendor shall, or shall cause its subcontractor to perform the following Snow Removal Services with respect to each IFM Board Facility:

1. Snow Plowing: The Vendor shall remove any and all snow accumulation from all driveways, parking lots and walkways that are necessary to enter such IFM Board Facility during normal school hours based on the following snowfall ranges:

- o1 - 3 inches
- o3 - 6 inches
- o6 - 9 inches
- o> 9 inches

2. Ice Management: The Vendor shall prevent any and all ice accumulation for all driveways, parking lots and walkways that are necessary to enter such IFM Board Facility during normal school hours.

The Vendor shall remove all snow and ice from each IFM Board Facility prior to school openings and all surfaces should be maintained during normal school hours. The Vendor shall be responsible for all equipment and supplies necessary to properly fulfill the duties of snow removal and ice management provided herein.

The Vendor shall cause all entryways and sidewalks of IFM Board Facilities to be clear of accumulation of snow, ice or slush. The Vendor shall spread all ice management products in a broadcast style manner to prevent clumping and over usage. The Vendor shall be responsible for the prevention of over-accumulation of product, including, without limitation, the sweeping away of excess product from doorways to maintain safe conditions.

The Vendor shall, if necessary in the sole discretion of the Board, clear all parking areas after a snow event has finished, and Vendor shall ensure the lot has been properly cleared prior to school openings and during normal operating hours. In the event massive snowfall occurs to the extent that additional equipment is needed to

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maintain the functionality of throughways within schools (specifically front end loader and articulated loaders to move or remove accumulating snow piles), Vendor shall be responsible for obtaining such equipment to assure proper operation of the affected school property.

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**EXHIBIT B-1
SCHEDULE OF COMPENSATION**

I.Custodial Services. The Custodial Services to be provided at the Custodial Service Facilities shall be provided at the base rates below, subject to certain adjustments, cost reimbursements and reconciliations mutually agreed to by the Parties related to service adjustments, backfilling of Board's obligation to provide substitute custodians to the extent that a Board Custodian is absent, and meeting minimum Board Custodian staffing requirements and otherwise pursuant to Section 5.C. of the Agreement.

MONTH/YEAR	AMOUNT
Start-Up Period Fees (from March 1, 2014 through April 13, 2014)	March, 2014: \$531,303 April 1 -14, 2014: \$639,255
Year 1 Price (from April 14, 2014 through April 13, 2015)	\$64,025,239/Twelve (12) equal monthly payments of \$5,335,436.58
Year 2 Price (from April 14, 2015 through April 13, 2016)	The annual amount payable by the Board to the Vendor during this period shall be determined in accordance with the terms of Section 5.C of the Agreement.
Year 3 Price (from April 14, 2016 through April 13, 2017)	The annual amount payable by the Board to the Vendor during this period shall be determined in accordance with the terms of Section 5.C of the Agreement.

For reference purposes, the schedule attached hereto as Schedule B-1.I describes the monthly base rate of compensation due to Vendor for the Custodial Services at the Custodial Service Facilities, as reconciled, for the period commencing July 1, 2015, inclusive of adjustments in accordance with Section 5.C of the Agreement through April 3, 2017, if applicable, otherwise through February 28, 2017, and the Board's obligation to provide substitute custodians to the extent that a Board Custodian is absent, but does not include (i) the subsequent pricing adjustments per Section 5.C of this Agreement after April 3, 2017, if applicable, otherwise through February 28, 2017, that Vendor shall receive to the monthly base fees nor (ii) amounts that may become payable to Vendor per applicable additional cost provisions and/or hourly reimbursement rates chargeable to the Board as otherwise set forth in the Agreement and Exhibit B-1 (including reimbursements for Board custodian leave of absence or open positions below the Minimum Board Staffing Level). For informational purposes only, Schedule B-1.I includes projected monthly base rates of compensation in accordance with the foregoing due to Vendor for the Custodial Services for the duration of the Term, including permitted extension term(s) if exercised (which may be through February 28, 2019). For convenience, Schedule B-1.I also reflects the reduction in base compensation (denoted as the revised rates) for the Custodial Services as of July 1, 2016, or the applicable services cessation date as described in Schedule 4.1, as a result of (1) the release of the Former Custodial Services Facilities at which

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Vendor shall no longer provide any Services as of July 1, 2016, or such later date as set forth in Schedule 4.1, and (2) the separation of compensation terms for the IFM Board Facilities at which Vendor shall continue to provide Custodial Services but as of July 1, 2016 (or the applicable services commencement date as described in Schedule 4.1) Vendor shall be compensated for such IFM Services (without duplication with this Section I of this Exhibit B-1) in accordance with the terms of Section II of this Exhibit B-1 as the Custodial Services shall be a part of the IFM Services provided at such IFM Board Facilities.

Overtime

If the Board requests the Vendor to perform custodial services or project work that would require Vendor Custodian(s) to work overtime, the Board shall pay to the Vendor the rate of \$30.68 per hour per custodial employee furnished by Vendor to perform such overtime services (the "Overtime Rate"). The Parties shall work together in good faith to determine the type of work that should constitute work that should be compensated at the Overtime Rate.

Excess Vendor Custodian Labor

Each month during the period prior to July 1, 2014 (and thereafter subject to the mutual agreement of the Parties), the Vendor shall advise the Board at least one (1) week prior to the start of the succeeding month of Vendor's intended staffing level for Vendor Custodians required for Vendor to meet the standards set forth in the Agreement for such month (the "Intended Staffing Level"). To the extent that the Board requests Vendor to provide additional custodial personnel in excess of the Intended Staffing Level, then the Board shall pay to the Vendor, in addition to the payment amounts set forth in this Exhibit B-1, \$26.99 per hour for each hour of work ("Excess Vendor Custodian Rate") with respect to each such additional custodial personnel.

Board Custodian Absenteeism/Open Positions/Minimum Board Staffing Level

Absenteeism. From and after July 1, 2015, the Board agrees to pay to Vendor an additional monthly amount equal to the substitute reimbursement amount set forth in Exhibit B of the Original Agreement for the first twenty (20) substitute Custodians who are called in to replace absent Board Custodians (exclusive of LOA and open positions). The cost of these 20 substitute Custodians is reflected in the revised monthly payment amounts attached hereto as Exhibit B-1. There shall be no additional charge for substitute Custodians. Vendor shall provide substitute Custodians for the months of July and August at no additional cost to the Board. The Parties shall work together in good faith to understand and limit absenteeism and to limit the need for substitute personnel.

Open Positions. To the extent any Board Custodian position become open (including leave of absence), Vendor shall determine if replacement personnel is needed in order to provide the Custodial Services and meet the standards set forth in this Agreement. To the extent replacement personnel is needed, then, except as set forth in the paragraph immediately below with the heading "Minimum Board Staffing Level", the Board shall fill the open position(s) in accordance with the Board's usual and customary hiring practices.

Minimum Board Staffing Level. The Parties acknowledge and agree that the Scope of Services and the aggregate amount payable to Vendor under the Agreement is based on certain assumptions required by Vendor to fulfill its obligations in the Agreement, including a minimum of 825 Board Custodians for the period commencing on the Effective Date of the Original Agreement and continuing through June 30,

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2016, and thereafter, a minimum of Seven Hundred Eighty-One (781) Board Custodians (the "**Minimum Board Staffing Level**") to perform the Custodial Services. If the Board fails to provide the Minimum Board Staffing Level and the Vendor reasonably determines that no less than the Minimum Board Staffing Level is required by Vendor to fulfill its obligations under the Agreement, the Vendor shall provide additional custodial personnel and the Board shall pay, in addition to the payment amounts set forth in this Exhibit B, \$26.99 per hour for each hour of work ("**Additional Vendor Custodian Rate**") with respect to each such additional custodial personnel. As stated above, there will be no charge to the Board for any substitute Custodians commencing as of July 1, 2015, exclusive of LOA and open positions.

Changes in Scope

To the extent that (i) the Board requests that Vendor perform the Custodial Services in additional buildings not constituting Board Facilities or in material additions to Board Facilities not contemplated by the Parties as of the Effective Date or (ii) the Board closes Facilities or material parts thereof including, for example, due to construction or decommissioning, then the aggregate amount payable to Vendor under the Agreement shall be increased or reduced, as applicable, by the gross square footage (the "**Square Footage Rate**"), as of the effective date of the change. The rates below shall be effective as of July 1, 2015, provided that the same are subject to revision by mutual agreement of the Parties in providing IFM Services and terminating Custodial Services at the Former Custodial Services Facilities (as defined herein).

(a) any additions to the gross square footage (GSF) of the Board Facilities for which Vendor provides Custodial Services will increase the fees payable to Vendor by (a) \$1.17 per GSF annually regardless of Board Custodian support, and (b) an additional \$0.89 per GSF annually if CPS fails to provide a corresponding increase in Board Custodian support for the affected IFM Board Facility, and

(b) any reductions to the GSF of the Board Facilities for which Vendor provides Custodial Services will decrease the fees payable to Vendor by (a) \$1.17 per GSF annually regardless of Board Custodian support, and (b) an additional \$0.89 per GSF annually regardless of any corresponding Vendor-provided staffing adjustments.

Summer School

The Parties acknowledge and agree that the Services to be performed by the Vendor under the Agreement and the aggregate amount payable by the Board to Vendor in connection therewith shall include Custodial Services during the summer vacation months (non-regular school year period) at no less than one hundred twenty (120) CPS schools ("**Summer School Facilities**") to be determined by the Parties in good faith. In the event that the Board requests the Vendor to furnish custodial personnel to perform custodial services at CPS schools or any other Board property in excess of Summer School Facilities during the summer, the hourly rate to be charged by Vendor for such services shall be \$30.68 per hour for each hour of work (the "**Summer School Rate**") of the custodial personnel furnished by Vendor for such purpose.

Commencing on April 6, 2015, and annually on each successive April 6th thereafter, the Overtime Rate, the Excess Vendor Custodian Rate, the Additional Vendor Custodian Rate, the Summer School Rate, the Square Footage Rate and the Absentee Rate shall be increased or reduced, as applicable, by the Percentage

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Adjustment (if any). Changes in Vendor's fees due to other changes in scope shall be negotiated.

For reference, commencing July 1, 2016, the rates described above, as adjusted to account for pricing changes required pursuant to Section 5.C. of the Agreement and other mutually agreed upon adjustments among the Parties, are as follows:

Overtime Rate: \$32.40 per hour per custodial employee furnished by Vendor to perform such overtime Services

Excess Vendor Custodian Rate: \$28.55 per hour for each hour of work

Additional Vendor Custodian Rate: \$28.55 per hour for each hour of work

Summer School Rate: \$32.40 per hour for each hour of work

Square Footage Rate: for removing Former Custodial Services Facilities from the Scope of Services, a reduction of fees by \$1.40 per gross square foot

Absentee Rate: \$28.55 per hour for each hour of work

II. Integrated Facilities Management Services.

Vendor shall commence providing IFM Services at the IFM Board Facilities on July 1, 2016, or such later commencement date as set forth in Schedule 4.1 attached hereto, and shall continue providing such services until the end of the Term of the Agreement. During the IFM Pilot Term (as defined below), Vendor shall invoice the Board monthly for an amount equal to (a) the IFM Services Operating Expenses (as defined below) to the extent actually incurred by Vendor for the provision of the IFM Services at the IFM Board Facilities *plus* (b) seven percent (7%) of such IFM Services Operating Expenses (collectively, the "IFM Contract Price"). In addition, during the IFM Pilot Term, Vendor shall invoice the Board for an amount equal to the IFM Transition Costs (as defined below). Board shall pay Vendor's invoices of the IFM Contract Price and IFM Transition Costs during the IFM Pilot Term in accordance with the terms herein. The payment by Board of the IFM Contract Price and the reimbursement by Board of Vendor's IFM Transition Costs shall be Vendor's compensation for the provision of the IFM Services at the IFM Board Facilities during the IFM Pilot Term, which shall be in addition to Vendor's compensation for Custodial Services at the Custodial Services Facilities during the Term as described in Section I. of this Exhibit B-1.

Board, at its expense, shall provide at the IFM Board Facilities during the IFM Pilot Term: all utilities, including electricity, gas, water, sewage and telephone; trash removal from compactors and dumpsters; Motor pool supplies for Board owned vehicles; kitchen hood cleaning, repair, maintenance and replacement (as applicable) and any physicals or vaccinations required by Board or by law for employees engaged in providing the IFM Services.

From and after the Fixed Fee Commencement Date, Vendor shall provide the IFM Services at the IFM Board Facilities at the IFM Fixed Fee rate as more particularly described in a written amendment to the Agreement as approved by Vendor and the Board.

As used herein:

"IFM Pilot Term" shall mean the period commencing July 1, 2016 and ending on the earlier of (a) the IFM Fixed Fee Commencement Date (as defined herein) and (b) the end of the Term of the Agreement.

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"IFM Fixed Fee Commencement Date" shall mean the date mutually agreed by the Parties in writing and evidenced by a written amendment to this Agreement, upon which Vendor's compensation for the IFM Services shall be converted to the IFM Fixed Fee; it being understood and agreed that the Parties intend to negotiate terms in good faith and in a commercially reasonable manner for the establishment of such IFM Fixed Fee Commencement Date and corresponding IFM Fixed Fee (as defined below) by no later than November 1, 2016, provided that the foregoing shall not limit the IFM Pilot Term in the event such IFM Fixed Fee Commencement Date and corresponding IFM Fixed Fee is not agreed to in writing by the Parties and evidenced by an amendment to this Agreement by such intended commencement date.

"IFM Fixed Fee" shall mean that certain compensation schedule mutually agreed upon by the Parties for the provision of the IFM Services by Vendor at the IFM Board Facilities from the IFM Fixed Fee Commencement Date to the end of the Term of this Agreement.

"IFM Services Operating Expenses" shall mean all costs, Charges (as defined below) and expenses actually incurred by Vendor for the provision of the IFM Services (Custodial Services, Engineering Services, Landscaping Services, Pest Control Services, Snow Removal Services and Various Trade Services) at the IFM Board Facilities, including, but not limited to, the following:

1. Vendor's management and hourly labor, including salaries (including bonuses, if any), wages, taxes, benefits (including regular hourly pay, vacation pay, sick pay, bereavement pay, and legal holiday pay), retirement plans, Social Security taxes, state and federal unemployment insurance premiums, general liability and umbrella insurance premiums, workers' compensation premiums, medical and hospitalization insurance premiums, and the cost of administering such plans and services and relocation expenses;
2. The invoiced amounts to Vendor of supplies and services (including third party subcontractors). Many of the manufacturers, suppliers and distributors utilized by Vendor provide rebates, allowances, and other payments to Vendor based on Vendor's purchasing commitments, aggregate growth incentives and other factors. Prompt payment discounts and all rebates, allowances and other payments obtained from manufacturers, suppliers and distributors, will be retained by Vendor;
3. Janitorial supplies, paper towels, toilet paper, hand soap, plastic liners for trash containers and plastic bags for trash removal; Oversight and payment of subcontracts; Maintenance of equipment used in the maintenance, grounds care and custodial services; Materials, supplies and purchased services for Various Trade Services in an amount not to exceed \$870,000 per year; grounds care maintenance supplies, mulch, weed control, plant and pest control, fertilizers, seeds and annual color;
4. all costs, Charges and expenses incurred in connection with the Software including, but not limited to, Maximo software and equipment installation and annual license charges, amortization of Software and related equipment; and
5. Other costs, Charges and expenses, including but not limited to items purchased on behalf of the Board Facilities, walk-off mats, amortization or depreciation of mutually agreed equipment for the IFM Services; Charges for workers' compensation, general liability insurance and other insurance maintained pursuant to this Agreement; the costs of an on-site trainer temporarily assigned to the Premises, travel expenses, safety audits, drug screening and background checks; employee recognition programs; office rental, performance bond expenses; licenses and permits; use and other taxes related to the services; promotional or proprietary materials; overnight delivery, if necessary; computer equipment, printer, miscellaneous office supplies and equipment for Vendor's office utilized with respect to the IFM Services; information systems, software and software maintenance, uniforms;

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payroll preparation for Vendor's employees; manuals, forms, and training aids; Maintenance and repair of Board furniture, desks, cabinets, fixtures, drapes, blinds, chalkboards, trash cans and other building effects; Pool service (if applicable); Gym equipment maintenance (if applicable); Vendor supporting operations management, and supporting human resources, accounting, legal, training and development, and general administration functions; Pest Control costs; All necessary vehicles for use in providing the IFM Services by Vendor and the maintenance thereof; laundering and treating mop heads; exterior and interior window washing.

As used herein, "Charge" shall be defined as a fee established by Vendor for goods or services provided by Vendor.

All IFM Services Operating Expenses shall be evidenced by paid invoices for such IFM Services Operating Expenses or such other verification of costs actually incurred by Vendor to the reasonable satisfaction of the Board.

"IFM Transition Costs" shall mean the following costs actually incurred by Vendor in connection with the Services contemplated pursuant to this Amendment (without duplication of IFM Services Operating Expenses):

1. Vendor's startup costs, in an amount not to exceed \$200,000 in the aggregate, actually occurred after May 1, 2016 in connection with setting up the provision of the applicable IFM Services for a commencement date of July 1, 2016 including, but not limited to, personnel costs (including wages and salaries, vacation (including earned but unpaid vacation) of IFM related managers and support staff; travel expenses for transition personnel; payroll costs and an allocated charge for fringe benefits and human resource services) for the same; all expenses related to survey, program design, program implementation costs, licensing and installation costs of the Software, and the costs of applicable equipment and service support system expenses;
2. the sum of \$39,322.38 to reimburse Vendor for the unamortized balance of those certain soap and toilet paper dispensers identified on Schedule B-1.IIB – Transferred Dispensers attached hereto, previously purchased by Vendor, located at the Former Custodial Services Facilities, and transferred to CPS from Vendor in their as-is, where-is condition in connection with the transactions contemplated in this Amendment; and
3. to the extent not paid to Vendor by the successor vendor of custodial services at the Former Custodial Services Facilities by August 31, 2016, an amount equal to \$277,868.49, to reimburse Vendor for the unamortized balance (as of the applicable transfer date of July 1, 2016) of that certain custodial equipment identified on Schedule B-1.IIA – Transferred Custodial Equipment attached hereto, previously purchased by Vendor, and transferred to the successor vendor of custodial services at the Former Custodial Services Facilities in connection with the transactions contemplated in this Amendment.

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SCHEDULE B-1.

Custodial Services Base Rate Schedule

[ATTACHED HERETO]

EXHIBIT B-1
Monthly Invoice Payments

	TOTAL		PREVIOUS TOTAL	REVISED TOTAL
Jul-15	\$5,648,807	Jul-16	\$6,344,863	\$ 5,751,607
Aug-15	\$5,648,807	Aug-16	\$6,344,863	\$ 5,722,223
Sep-15	\$5,746,012	Sep-16	\$6,445,076	\$ 5,822,436
Oct-15	\$5,746,012	Oct-16	\$6,445,076	\$ 5,822,436
Nov-15	\$5,746,012	Nov-16	\$6,445,076	\$ 5,822,436
Dec-15	\$5,746,012	Dec-16	\$6,445,076	\$ 5,822,436
Jan-16	\$5,746,012	Jan-17	\$6,445,076	\$ 5,822,436
Feb-16	\$5,746,012	Feb-17	\$6,445,076	\$ 5,822,436
Mar-16	\$5,746,012	Mar-17	\$6,445,076	\$ 5,822,436
Apr-16	\$6,373,914	Apr-17	\$6,578,079	\$ 5,955,439
May-16	\$6,373,914	May-17	\$6,578,079	\$ 5,955,439
Jun-16	\$6,373,914	Jun-17	\$6,578,079	\$ 5,955,439
12 Month Total	\$70,641,439	12 Month Total	\$77,539,494	\$ 70,097,197

	PREVIOUS TOTAL	REVISED TOTAL		PREVIOUS TOTAL	REVISED TOTAL
Jul-17	\$6,477,867	\$ 5,863,550	Jul-18	\$6,477,867	\$ 5,556,392
Aug-17	\$6,477,867	\$ 5,863,550	Aug-18	\$6,477,867	\$ 5,556,392
Sep-17	\$6,580,411	\$ 5,966,094	Sep-18	\$6,580,411	\$ 5,658,936
Oct-17	\$6,580,411	\$ 5,966,094	Oct-18	\$6,580,411	\$ 5,658,936
Nov-17	\$6,580,411	\$ 5,966,094	Nov-18	\$6,580,411	\$ 5,658,936
Dec-17	\$6,580,411	\$ 5,966,094	Dec-18	\$6,580,411	\$ 5,658,936
Jan-18	\$6,580,411	\$ 5,966,094	Jan-19	\$6,580,411	\$ 5,658,936
Feb-18	\$6,580,411	\$ 5,966,094	Feb-19	\$6,580,411	\$ 5,658,936
Mar-18	\$6,580,411	\$ 5,966,094	8 Month Total *	\$52,436,198	\$ 45,066,396
Apr-18	\$6,580,411	\$ 5,966,094			
May-18	\$6,580,411	\$ 5,966,094			
Jun-18	\$6,580,411	\$ 5,966,094			
12 Month Total	\$78,759,842	\$ 71,388,039			

* Contract Ends 2/28/2019

- Revised totals remove 5,013,708 GSF of space from payments at an annual rate of \$1.40 per GSF for July 2016 only
- Revised totals remove 5,265,573 GSF of space from payments at an annual rate of \$1.40 per GSF for August - February 2019
- Revised totals only include costs for Custodial Only program locations
- IFM locations are not included in Revised totals and are billable above and beyond Revised totals
- BOMA increases only known through April 3, 2017.

	IFM GSF	Sodexo GSF	Total	Annual cost - \$1.40/GSF	Monthly Cost
July	1,794,758	3,218,950	5,013,708	\$ 7,019,191	\$ 584,933
August + go fwd	2,046,623	3,218,950	5,265,573	\$ 7,371,802	\$ 614,317
				\$ 352,611	\$ 29,384

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EXHIBIT B-1.IIA

Transferred Custodial Equipment

[ATTACHED HERETO]

This Agreement will be posted on the CPS Internet website.

EXHIBIT I - II

BuildingName	Model Dropdown	Serial number Dropdwn	Asset Number	Purchase Price	Remaining Cost
Alcott HS	BR2000DCBURNISHER20INCH	900734-10677669	2491188	\$ 1,319	\$ 747
Alcott HS	T3ecH2OSCRUBBER	900401-10683414	2498295	\$ 5,762	\$ 3,265
Alcott HS	RotoAR500	1417085897		\$ 1,343	\$ 761
Total					\$ 4,774
Von Linne	BR2000DCBURNISHER20INCH	900734-10677691	2491056	\$ 1,319	\$ 747
Von Linne	E5EXTRACTOR	900419-30000904	2491057	\$ 2,019	\$ 1,144
Von Linne	OSV50AOmniFlexBlack	OSU50-662	2491529	\$ 1,959	\$ 1,110
Von Linne	T3ecH2OSCRUBBER	900401-10674736	2491058	\$ 5,762	\$ 3,265
Total					\$ 6,267
Woodson	B7BURNISHER	B7-10686863	2492280	\$ 6,976	\$ 3,953

BuildingName	Purchase Price	Remaining Cost
Adlai E Stevenson Branch-7993	\$ 1,959.22	\$ 1,110.22
Adlai E Stevenson Main-7993	\$ 20,221.60	\$ 11,458.91
Alcott ES	\$ 15,539.46	\$ 8,805.69
Alcott HS	\$ 8,424.00	\$ 4,773.60
Belding	\$ 7,387.44	\$ 4,186.22
Bridge	\$ 22,153.10	\$ 12,553.42
Bright	\$ 9,040.22	\$ 5,122.79
Byrne	\$ 8,726.15	\$ 4,944.82
Disney	\$ 27,687.61	\$ 15,689.65
Dulles	\$ 12,775.00	\$ 7,239.17

\$ 4,773.60

\$ 6,266.89

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Woodson	KV1750LargeYellowKaivac	1750-14274	2492665	\$ 2,964	\$ 1,680
Woodson	OSV50AOmniFlexBlack	OSU50-1509	2491485	\$ 1,959	\$ 1,110
Woodson	OSV50AOmniFlexBlack	OSU50-1547	2491486	\$ 1,959	\$ 1,110
Woodson	S9Sweeper	S9002266	2491958	\$ 3,059	\$ 1,733
Woodson	SquareScrub20inch	32U10927	2490536	\$ 2,465	\$ 1,397
Woodson	T5ech20SCRUBBER	T5-10685488	2491957	\$ 9,437	\$ 5,348
Total					\$ 16,331
Wentworth	B5BURNISHER	b5-10684235	2490007	\$ 6,010	\$ 3,406
Wentworth	KV1750LargeYellowKaivac	1750-15015	2491621	\$ 2,964	\$ 1,680
Wentworth	OSV50AOmniFlexBlack	OSU50-1147	2561955	\$ 1,959	\$ 1,110
Wentworth	OSV50AOmniFlexBlack	OSU50-764	2561954	\$ 1,959	\$ 1,110
Total					\$ 7,306
Dyett	B5BURNISHER	B5-10683216	2472888	\$ 6,010	\$ 3,406
Dyett	Extractor1610READYSPACE	900050-10674971	2491262	\$ 7,502	\$ 4,251
Dyett	OSV50AOmniFlexBlack	OSU50-1327	2564964	\$ 1,959	\$ 1,110
Total					\$ 8,767

Dyett	\$ 15,471.34	\$ 8,767.09
Ellington	\$ 19,814.27	\$ 11,228.09
Evergreen	\$ 9,928.56	\$ 5,626.18
Grisson	\$ 2,964.15	\$ 1,679.69
Hancock	\$ 23,256.38	\$ 13,178.62
Hawthorne	\$ 13,018.44	\$ 7,377.12
Hughes L	\$ 24,292.34	\$ 13,765.66
Jamieson	\$ 13,018.44	\$ 7,377.12
Jordan	\$ 20,556.42	\$ 11,648.64
Metcalfe	\$ 9,040.22	\$ 5,122.79
Peace and Education HS	\$ 7,875.44	\$ 4,462.75
Pickard	\$ 27,647.85	\$ 15,667.12
Pullman	\$ 9,215.66	\$ 5,222.21
Rogers	\$ 15,401.44	\$ 8,727.48
Saucedo	\$ 39,178.05	\$ 22,200.90
Sullivan	\$ 34,051.83	\$ 19,296.04
Total	\$ 16,331.32	\$ 8,767.09
Total	\$ 7,305.87	

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Ellington	B5BURNISHER	b5-10683214	2491990	\$ 6,010	\$ 3,406
Ellington	E5EXTRACTOR	900419-30003646	2491170	\$ 2,019	\$ 1,144
Ellington	KV1750LargeYellowKaivac	1750-14387	2492544	\$ 2,964	\$ 1,680
Ellington	S9Sweeper	S9002246	2492964	\$ 3,059	\$ 1,733
Ellington	T3ecH2OSCRUBBER	900401-10686268	2491578	\$ 5,762	\$ 3,265
Total					\$ 11,228
Pullman	BR2000DCBURNISHER20INCH	900734-10679064	2492102	\$ 1,319	\$ 747
Pullman	E5EXTRACTOR	900419-30002620	2492101	\$ 2,019	\$ 1,144
Pullman	OSV50AOmniFlexBlack	OSU50-1174	2564678	\$ 1,959	\$ 1,110
Pullman	OSV50AOmniFlexBlack	OSU50-1405	2564679	\$ 1,959	\$ 1,110
Pullman	OSV50AOmniFlexBlack	OSU50-746	2564704	\$ 1,959	\$ 1,110
Total					\$ 5,222
Hancock	B7BURNISHER	87-10683225	2491255	\$ 6,976	\$ 3,953
Hancock	BR2000DCBURNISHER20INCH	900734-10710654	2564808	\$ 1,319	\$ 747
Hancock	S9Sweeper	S9001805	2491254	\$ 3,059	\$ 1,733
Hancock	SquareScrub20inch	32U10736	2492436	\$ 2,465	\$ 1,397

Thorp J	\$ 22,436.39	\$ 12,713.95
Turner-Drew	\$ 5,940.22	\$ 3,366.12
Von Linne	\$ 11,059.22	\$ 6,266.89
Wentworth	\$ 12,892.71	\$ 7,305.87
Woodson	\$ 28,819.97	\$ 16,331.32
TOTAL	\$ 499,793.14	\$ 283,216.11
CHECK	\$ -	\$ -

\$ 11,228.09

\$ 5,222.21

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Hancock	T5ecH20SCRUBBER	T5-10674145	2491257	\$ 9,437	\$ 5,348	\$ 13,178.62
Total					\$ 13,179	
Hawthorne	BR2000DCBURNISHER20INCH	900734-10714702	2564881	\$ 1,319	\$ 747	\$ 7,377.12
Hawthorne	E5EXTRACTOR	900419-10665178	2490274	\$ 2,019	\$ 1,144	
Hawthorne	OSV50AOminiFlexBlack	osu50-1448		\$ 1,959	\$ 1,110	
Hawthorne	OSV50AOminiFlexBlack	osu50-1325	2564687	\$ 1,959	\$ 1,110	
Hawthorne	T3ecH20SCRUBBER	900401-10676471	2498249	\$ 5,762	\$ 3,265	
Total					\$ 7,377	
Dulles	BR2000DCBURNISHER20INCH	900734-10680164	2491598	\$ 1,319	\$ 747	\$ 7,239.17
Dulles	E5EXTRACTOR	900419-30023483	2564743	\$ 2,019	\$ 1,144	
Dulles	T5ecH20SCRUBBER	T5-10674089	2490313	\$ 9,437	\$ 5,348	
Total					\$ 7,239	
Jordan	B5BURNISHER	b5-10686118	2492966	\$ 6,010	\$ 3,406	
Jordan	E5EXTRACTOR	900419-30002622	2491543	\$ 2,019	\$ 1,144	
Jordan	OSV50AOminiFlexBlack	OSU50-1498	2564699	\$ 1,959	\$ 1,110	
Jordan	OSV50AOminiFlexBlack	OSU50-780	2564698	\$ 1,959	\$ 1,110	

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Jordan	SquareScrub28inch	32u10967	2490626	\$ 2,847	\$ 1,613
Jordan	T3ecH2OSCRUBBER	900401-10682957	2491542	\$ 5,762	\$ 3,265
Total					\$ 11,649
Pickard	B5BURNISHER	B5-10684507	2498312	\$ 6,010	\$ 3,406
Pickard	BR2000DCBURNISHER20INCH	900734-10678747	2492314	\$ 1,319	\$ 747
Pickard	KV1750LargeYellowKaivac	1750-14198	2491730	\$ 2,964	\$ 1,680
Pickard	OSV50AOmniFlexBlack	OSU50-1416	2559033	\$ 1,959	\$ 1,110
Pickard	OSV50AOmniFlexBlack	OSU50-1417	2559032	\$ 1,959	\$ 1,110
Pickard	S9Sweeper	S9002166	2491273	\$ 3,059	\$ 1,733
Pickard	SquareScrub20inch	32U10938	2490506	\$ 2,465	\$ 1,397
Pickard	T1SCRUBBER	900419-30004322	2492823	\$ 2,150	\$ 1,218
Pickard	T3ecH2OSCRUBBER	900401-10683556	2498313	\$ 5,762	\$ 3,265
Total					\$ 15,667
Hughes L	B5BURNISHER	b5-10684917	2491386	\$ 6,010	\$ 3,406
Hughes L	Extractor1610READYSPACE	900050-10674988	2491387	\$ 7,502	\$ 4,251
Hughes L	OSV50AOmniFlexBlack	OSU50-745	2559063	\$ 1,959	\$ 1,110

This Agreement will be posted on the CPS Internet website.

Hughes L	S9Sweeper	S9002050	2491384	\$ 3,059	\$ 1,733
Hughes L	T3ecH2OSCRUBBER	900401-10675513	2491385	\$ 5,762	\$ 3,265
Total					\$ 13,765.66
Alcott ES	BR2000DCBURNISHER20INCH	900734-10705215	2564928	\$ 1,319	\$ 747
Alcott ES	OSV50AOmniFlexBlack	osu50-1129	2492584	\$ 1,959	\$ 1,110
Alcott ES	OSV50AOmniFlexBlack	osu50-1144	2492583	\$ 1,959	\$ 1,110
Alcott ES	OSV50AOmniFlexBlack	osu50-1228	2492582	\$ 1,959	\$ 1,110
Alcott ES	OSV50AOmniFlexBlack	OSU50-718	2492581	\$ 1,959	\$ 1,110
Alcott ES	OSV50AOmniFlexBlack	osu50-725	2492580	\$ 1,959	\$ 1,110
Alcott ES	OSV50AOmniFlexBlack	OSU50-775	2492579	\$ 1,959	\$ 1,110
Alcott ES	SquareScrub20inch	32u10915	2490524	\$ 2,465	\$ 1,397
Total					\$ 8,805.69
Jamieson	BR2000DCBURNISHER20INCH	900734-10679403	2491404	\$ 1,319	\$ 747
Jamieson	E5EXTRACTOR	900419-30005256	2491405	\$ 2,019	\$ 1,144
Jamieson	OSV50AOmniFlexBlack	OSU50-1544	2491629	\$ 1,959	\$ 1,110
Jamieson	OSV50AOmniFlexBlack	OSU50-799	2491628	\$ 1,959	\$ 1,110

This Agreement will be posted on the CPS Internet website.

Jamieson	T3ecH2OSCRUBBER	900401-10684292	2491406	\$ 5,762	\$ 3,265
Total				\$ 7,377	\$ 7,377.12
Bridge	BR2000DCBURNISHER20INCH	900734-10680308	2491763	\$ 1,319	\$ 747
Bridge	BR2000DCBURNISHER20INCH	900734-10710662	2564816	\$ 1,319	\$ 747
Bridge	OSV50AOmniFlexBlack	osu50-1001	2491709	\$ 1,959	\$ 1,110
Bridge	OSV50AOmniFlexBlack	OSU50-787	2491708	\$ 1,959	\$ 1,110
Bridge	T3ecH2OSCRUBBER	900401-10683568	2491761	\$ 5,762	\$ 3,265
Bridge	BR2000DCBURNISHER20INCH	900734-10678305	2490284	\$ 1,319	\$ 747
Bridge	BR2000DCBURNISHER20INCH	900734-10710667	2564821	\$ 1,319	\$ 747
Bridge	BR2000DCBURNISHER20INCH	900734-10716525	2564931	\$ 1,319	\$ 747
Bridge	OSV50AOmniFlexBlack	osu50-1137		\$ 1,959	\$ 1,110
Bridge	OSV50AOmniFlexBlack	osu50-1177		\$ 1,959	\$ 1,110
Bridge	OSV50AOmniFlexBlack	osu50-1196		\$ 1,959	\$ 1,110
Total				\$ 12,553	\$ 12,553.42
Bright	BR2000DCBURNISHER20INCH	900734-10649072	2564783	\$ 1,319	\$ 747
Bright	OSV50AOmniFlexBlack	osu50-1540	2492680	\$ 1,959	\$ 1,110

This Agreement will be posted on the CPS Internet website.

Bright	T3ecH2OSCRUBBER	900410-10687156	\$ 5,762	\$ 3,265	\$ 5,122.79
Total					\$ 5,123
Peace and Education HS	BR2000DCBURNISHER20INCH	900734-10710977	\$ 1,319	\$ 747	
Peace and Education HS	OSV50AOmniFlexBlack	OSU50-1043	\$ 1,959	\$ 1,110	
Peace and Education HS	BR2000DCBURNISHER20INCH	900734-10679061	\$ 1,319	\$ 747	
Peace and Education HS	BR2000DCBURNISHER20INCH	900734-10715205	\$ 1,319	\$ 747	
Peace and Education HS	OSV50AOmniFlexBlack	OSU50-1033	\$ 1,959	\$ 1,110	
Total					\$ 4,463
Rogers	BR2000DCBURNISHER20INCH	900734-10682242	\$ 1,319	\$ 747	
Rogers	OSV50AOmniFlexBlack	OSU50-136	\$ 1,959	\$ 1,110	
Rogers	OSV50AOmniFlexBlack	osu50-1552	\$ 1,959	\$ 1,110	
Rogers	RotoAR500	1417085913	\$ 1,343	\$ 761	
Rogers	S9Sweeper	s9001898	\$ 3,059	\$ 1,733	
Rogers	T3ecH2OSCRUBBER	900401-10687147	\$ 5,762	\$ 3,265	
Total					\$ 8,727
Grisson	KV1750LargeYellowKaivac	1750-12848	\$ 2,964	\$ 1,680	

This Agreement will be posted on the CPS Internet website.

Evergreen	OSV50AOmniFlexBlack	OSu50-1370	2559277	\$ 1,959	\$ 1,110
Evergreen	OSV50AOmniFlexBlack	OSU50-707	2559276	\$ 1,959	\$ 1,110
Total					\$ 5,626.18
Belding	BR2000DCBURNISHER20INCH	900734-10678312	2491258	\$ 1,319	\$ 747
Belding	OSV50AOmniFlexBlack	oSU50-555	2564715	\$ 1,959	\$ 1,110
Belding	OSV50AOmniFlexBlack	OSU50-1017		\$ 1,959	\$ 1,110
Belding	T15CRUBBER	900419-30007590	2491260	\$ 2,150	\$ 1,218
Total					\$ 4,186.22
Saucedo	B7BURNISHER	B7-10685374	2493007	\$ 6,976	\$ 3,953
Saucedo	EEXTRACTOR	900419-30000218	2490448	\$ 2,019	\$ 1,144
Saucedo	Extractor1610READYSPACE	900050-10675005	2498307	\$ 7,502	\$ 4,251
Saucedo	KV1750LargeYellowKaivac	1750-14119	2492637	\$ 2,964	\$ 1,680
Saucedo	OSV50AOmniFlexBlack	OSU50-1200	2491703	\$ 1,959	\$ 1,110
Saucedo	OSV50AOmniFlexBlack	OSU50-1340	2491702	\$ 1,959	\$ 1,110
Saucedo	OSV50AOmniFlexBlack	OSU50-658	2491701	\$ 1,959	\$ 1,110
Saucedo	RotoAR500			\$ 1,343	\$ 761

This Agreement will be posted on the CPS Internet website.

Saucedo	S9Sweeper	S9002152	2491396	\$ 3,059	\$ 1,733
Saucedo	T5ech20SCRUBBER	T5-10685019	2498308	\$ 9,437	\$ 5,348
Total					\$ 22,200.90
Byrne	KV1750LargeYellowKaivac	1750-14542	2564391	\$ 2,964	\$ 1,680
Byrne	T3ech20SCRUBBER	900401-10685553	2491770	\$ 5,762	\$ 3,265
Total					\$ 4,944.82
Metcalfe	BR2000DCBURNISHER20INCH	900734-10681521	2492783	\$ 1,319	\$ 747
Metcalfe	OSV50AOmniFlexBlack	OSU50-750	2492693	\$ 1,959	\$ 1,110
Metcalfe	T3ech20SCRUBBER	900401-10685550	2492781	\$ 5,762	\$ 3,265
Total					\$ 5,123
Sullivan	B7BURNISHER	b7-10685375	2493005	\$ 6,976	\$ 3,953
Sullivan	BR2000DCBURNISHER20INCH	900734-10711644	2564839	\$ 1,319	\$ 747
Sullivan	KV1750LargeYellowKaivac	1750-15013	2559363	\$ 2,964	\$ 1,680
Sullivan	OSV50AOmniFlexBlack	OSU50-1501	2492592	\$ 1,959	\$ 1,110
Sullivan	OSV50AOmniFlexBlack	OSU50-1554	2492591	\$ 1,959	\$ 1,110
Sullivan	T5ech20SCRUBBER	t5-10675923	2498570	\$ 9,437	\$ 5,348
Total					\$ 5,122.79

This Agreement will be posted on the CPS Internet website.

Sullivan	T5echH20SCRUBBER	15-10684362	2498553	\$ 9,437	\$ 5,348	\$ 19,296.04
Total					\$ 19,296	
Thorp J	B7BURNISHER	b7-10685376	2493002	\$ 6,976	\$ 3,953	
Thorp J	KV1750LargeYellowKaivac	1750-14201	2492649	\$ 2,964	\$ 1,680	
Thorp J	S9Sweeper	s9002303	2491381	\$ 3,059	\$ 1,733	
Thorp J	T5echH20SCRUBBER	T5-10685023	2491382	\$ 9,437	\$ 5,348	
Total				\$ 12,714	\$ 12,713.95	
Adlai E Stevenson Branch-7993	OSV50AOmniflexBlack	OSU50-1042	2491462	\$ 1,959	\$ 1,110	
Adlai E Stevenson Main-7993	B7BURNISHER	b7-10680490	2499855	\$ 6,976	\$ 3,953	
Adlai E Stevenson Main-7993	OSV50AOmniflexBlack	OSU50-754	2491463	\$ 1,959	\$ 1,110	
Adlai E Stevenson Main-7993	S9Sweeper	s9001899	2499857	\$ 3,059	\$ 1,733	
Adlai E Stevenson Main-7993	SquaresCrub20inch	32u10794	2492466	\$ 2,465	\$ 1,397	
Adlai E Stevenson Main-7993	T3echH20SCRUBBER	900401-10686285	2499856	\$ 5,762	\$ 3,265	
Total				\$ 12,569	\$ 12,569.13	

Total for all: \$ 283,216.11

This Agreement will be posted on the CPS Internet website.

EXHIBIT B-1.IIB

Transferred Dispensers

[ATTACHED HERETO]

This Agreement will be posted on the CPS Internet website.

EXHIBIT B1 II - Dispensers

Customer Name	Customer Address	Description	Shipped Qty	Total Cost	Cost per School	Depreciated Cost
EVERGREEN ACADEMY SCHOOL	3537 S PAULINA ST	DISPENSER, BATH TT, JR, SBYS, TORK, SMK	20.00	\$401.20	\$20.06	\$0.00
EVERGREEN ACADEMY SCHOOL	3537 S PAULINA ST	DISPENSER, HRT, LEVER, TORK, SMK	15.00	\$585.00	\$39.00	\$616.38
EDWARD (DUKE) KELLINGTON SCHOOL	224 N CENTRAL AVE	DISPENSER, BATH TT, JR, SBYS, TORK, SMK	44.00	\$882.64	\$20.06	\$0.00
EDWARD (DUKE) KELLINGTON SCHOOL	224 N CENTRAL AVE	DISPENSER, HRT, LEVER, TORK, SMK	34.00	\$1,326.00	\$39.00	\$0.00
MICHAEL M BYRNE SCHOOL	5329 S OAK PARK AVE	DISPENSER, BATH TT, JR, SBYS, TORK, SMK	18.00	\$361.08	\$20.06	\$0.00
MICHAEL M BYRNE SCHOOL	5329 S OAK PARK AVE	DISPENSER, HRT, LEVER, TORK, SMK	14.00	\$546.00	\$39.00	\$0.00
HANCOCK HIGH SCHOOL	4034 W 56TH ST	DISPENSER, BATH TT, JR, SBYS, TORK, SMK	61.00	\$1,223.66	\$20.06	\$0.00
HANCOCK HIGH SCHOOL	4034 W 56TH ST	DISPENSER, HRT, LEVER, TORK, SMK	47.00	\$1,833.00	\$39.00	\$0.00
PEACE AND EDUCATION COALITION HS	5114 S ELIZABETH ST	DISPENSER, BATH TT, JR, SBYS, TORK, SMK	30.00	\$601.80	\$20.06	\$0.00
PEACE AND EDUCATION COALITION HIGH	4946 S PAULINA ST	DISPENSER, BATH TT, JR, SBYS, TORK, SMK	16.00	\$320.96	\$20.06	\$0.00
PEACE AND EDUCATION COALITION HIGH	4946 S PAULINA ST	DISPENSER, HRT, LEVER, TORK, SMK	13.00	\$507.00	\$39.00	\$0.00
DYETT HIGH SCHOOL	555 E 51ST ST	DISPENSER, BATH TT, JR, SBYS, TORK, SMK	65.00	\$1,303.90	\$20.06	\$0.00
DYETT HIGH SCHOOL	555 E 51ST ST	DISPENSER, HRT, LEVER, TORK, SMK	50.00	\$1,950.00	\$39.00	\$0.00
CARTER G WOODSON SOUTH	4414 S EVANS AVE	DISPENSER, BATH TT, JR, SBYS, TORK, SMK	53.00	\$1,063.18	\$20.06	\$0.00
CARTER G WOODSON SOUTH	4414 S EVANS AVE	DISPENSER, HRT, LEVER, TORK, SMK	41.00	\$1,599.00	\$39.00	\$0.00
JOSHIAH L PICKARD SCHOOL	2301 W 21ST PL	DISPENSER, BATH TT, JR, SBYS, TORK, SMK	45.00	\$902.70	\$20.06	\$0.00
JOSHIAH L PICKARD SCHOOL	2301 W 21ST PL	DISPENSER, HRT, LEVER, TORK, SMK	35.00	\$1,365.00	\$39.00	\$0.00
MARIA SAUCEDO SCHOLASTIC ACADEMY	2850 W 24TH BLVD	DISPENSER, BATH TT, JR, SBYS, TORK, SMK	114.00	\$2,286.84	\$20.06	\$0.00
MARIA SAUCEDO SCHOLASTIC ACADEMY	2850 W 24TH BLVD	DISPENSER, HRT, LEVER, TORK, SMK	72.00	\$2,808.00	\$39.00	\$0.00
NORMAN BRIDGE SCHOOL	3800 N NEW ENGLAND AVE	DISPENSER, BATH TT, JR, SBYS, TORK, SMK	68.00	\$1,364.08	\$20.06	\$0.00
NORMAN BRIDGE SCHOOL	3800 N NEW ENGLAND AVE	DISPENSER, HRT, LEVER, TORK, SMK	22.00	\$858.00	\$39.00	\$0.00

This Agreement will be posted on the CPS Internet website.

GEORGE M PULLMAN SCHOOL	11311 S FORRESTVILLE AVE	DISPENSER,BATH TT,JR SBYS,TORK,SMK	44.00	\$20.06	\$882.64	\$591.72	\$355.03
GEORGE M PULLMAN SCHOOL	11311 S FORRESTVILLE AVE	DISPENSER,HRT,LEVER,TORK,SMK	23.00	\$39.00	\$897.00		\$0.00
						\$1,779.64	\$1,067.78
RALPH H METCALFE COMMUNITY ACADEMY	12339 S NORMAL AVE	DISPENSER,BATH TT,JR SBYS,TORK,SMK	32.00	\$20.06	\$641.92		\$0.00
RALPH H METCALFE COMMUNITY ACADEMY	12339 S NORMAL AVE	DISPENSER,HRT,LEVER,TORK,SMK	25.00	\$39.00	\$975.00		\$0.00
						\$1,616.92	\$970.15
DANIEL S WENTWORTH ELEMENTARY	1340 W 71ST ST	DISPENSER,BATH TT,JR SBYS,TORK,SMK	48.00	\$20.06	\$962.88		\$0.00
DANIEL S WENTWORTH ELEMENTARY	1340 W 71ST ST	DISPENSER,HRT,LEVER,TORK,SMK	37.00	\$39.00	\$1,443.00		\$0.00
						\$2,405.88	\$1,443.53
LANGSTON HUGHES ELEMENTARY	240 W 104TH ST	DISPENSER,BATH TT,JR SBYS,TORK,SMK	40.00	\$20.06	\$802.40		\$0.00
LANGSTON HUGHES ELEMENTARY	240 W 104TH ST	DISPENSER,HRT,LEVER,TORK,SMK	31.00	\$39.00	\$1,209.00		\$0.00
						\$2,011.40	\$1,206.84
ORVILLE T BRIGHT ELEMENTARY SCHOOL	10740 S CALHOUN AVE	DISPENSER,BATH TT,JR SBYS,TORK,SMK	36.00	\$20.06	\$722.16		\$0.00
ORVILLE T BRIGHT ELEMENTARY SCHOOL	10740 S CALHOUN AVE	DISPENSER,HRT,LEVER,TORK,SMK	27.00	\$39.00	\$1,053.00		\$0.00
						\$1,775.16	\$1,065.10
JOHN FOSTER DULLES ELEMENTARY SCHOOL	6311 S CALUMET AVE	DISPENSER,BATH TT,JR SBYS,TORK,SMK	29.00	\$20.06	\$581.74		\$0.00
JOHN FOSTER DULLES ELEMENTARY SCHOOL	6311 S CALUMET AVE	DISPENSER,HRT,LEVER,TORK,SMK	22.00	\$39.00	\$858.00		\$0.00
						\$1,439.74	\$863.84
JAMES N THORP ELEMENTARY SCHOOL	8914 S BUFFALO AVE	DISPENSER,BATH TT,JR SBYS,TORK,SMK	52.00	\$20.06	\$1,043.12		\$0.00
JAMES N THORP ELEMENTARY SCHOOL	8914 S BUFFALO AVE	DISPENSER,HRT,LEVER,TORK,SMK	40.00	\$39.00	\$1,560.00		\$0.00
JAMES N THORP ELEMENTARY SCHOOL	8914 S BUFFALO AVE	DISPENSER,BATH TT,JR SBYS,TORK,SMK	52.00	\$20.06	\$1,043.12		\$0.00
JAMES N THORP ELEMENTARY SCHOOL	8914 S BUFFALO AVE	DISPENSER,HRT,LEVER,TORK,SMK	40.00	\$39.00	\$1,560.00		\$0.00
						\$5,206.24	\$3,123.74
TURNER-DREW LANGUAGE ACADEMY	9300 S PRINCETON AVE	DISPENSER,BATH TT,JR SBYS,TORK,SMK	16.00	\$20.06	\$320.96		\$0.00
TURNER-DREW LANGUAGE ACADEMY	9300 S PRINCETON AVE	DISPENSER,HRT,LEVER,TORK,SMK	12.00	\$39.00	\$468.00		\$0.00
						\$788.96	\$473.38
ADLAI E STEVENSON BRANCH	4350 W 79TH ST	DISPENSER,BATH TT,JR SBYS,TORK,SMK	10.00	\$20.06	\$200.60		\$0.00
ADLAI E STEVENSON BRANCH	4350 W 79TH ST	DISPENSER,HRT,LEVER,TORK,SMK	8.00	\$39.00	\$312.00		\$0.00
ADLAI E STEVENSON SCHOOL	8010 S KOSTNER AVE	DISPENSER,BATH TT,JR SBYS,TORK,SMK	41.00	\$20.06	\$822.46		\$0.00
ADLAI E STEVENSON SCHOOL	8010 S KOSTNER AVE	DISPENSER,HRT,LEVER,TORK,SMK	32.00	\$39.00	\$1,248.00		\$0.00
						\$2,583.06	\$1,549.84
Total						\$69,676.12	\$39,322.38
Depreciated Total:							

This Agreement will be posted on the CPS Internet website.

EXHIBIT C-1

IFM Service Level Agreement

[ATTACHED HERETO]

Proposed Liquidated Damages Assessment (per attachment)

The Service Level Agreements attached shall be administered as follows:

- All performance results that fail to satisfy mutually agreed thresholds shall be identified in writing within five days of discovery.
- No less than fifteen (15) days (or such period as is reasonable and mutually agreed by the Parties in the event that a deficiency is not reasonably capable of cure within fifteen (15) days) shall be available to Vendor for performance of corrective measures.
- If corrective measures are taken and the results meet the SLA standard identified or are otherwise mutually agreed, then liquidated damages shall not be assessed.
- If corrective measures are not taken, or, are taken but do not meet the SLA standard identified or are otherwise mutually agreed, then liquidated damages shall be assessed.
- Liquidated damage calculations shall be based on the specific IFM Services Operating Expenses applicable to the SLA and the commensurate 7% of such IFM Services Operating Expenses payable as the fee to Vendor for performance of the same (i.e. a liquidated damages assessment shall be 3.6% of such IFM Services Operating Expenses out of the 7% of such IFM Services Operating Expenses otherwise payable to Vendor for performance of the applicable IFM Services). The foregoing shall in no way limit Board's obligation to reimburse Vendor for the underlying IFM Services Operating Expenses as described in Exhibit B-1. In addition, the maximum liquidated damages chargeable hereunder (i.e. management fee at risk) shall be 3.6% of the 7% additional fee chargeable by Vendor on the underlying IFM Services Operating Expenses relevant to the SLA measure.
- A commensurate credit against liquidated damages assessments will be available to Vendor for SLA results that exceed the SLA standard identified or are otherwise mutually agreed.
- At the end of the Term, any liquidated damages assessments or credits imposed shall be reconciled as part of a true-up or settlement.

This Agreement will be posted on the CPS Internet website.

		Service Level Agreements - Aramark	
Service Component	Description	Measurement	Management Fees at Risk Date
	Attainment of annual agreed-upon amount on Maintenance Repairs spend.	Reductions in Maintenance Repair items will be discussed as part of Monthly meetings. Attainment of goal to be mutually agreed upon by CPS and Aramark.	3.6% July 1, 2016 to February 28 2017
	Aramark will perform, at a minimum, manufacturer recommended tasks on Capital Assets.	Scheduled Preventive Maintenance Work order completion percentage.	3.6% July 1, 2016 to February 28 2017
	Approved milestones identified and highlighted in Transition Plan will be updated as part of weekly meetings with contingencies	This will be tracked weekly as part of on-going transition/ implementation meetings between CPS and Aramark. Missed milestone implementation dates will be described as a corrective action report to be on the following implementation plan meeting agenda.	3.6% July 1, 2016 to February 28 2017
	All inspections as required by local code completed and documented	Required inspection list from City of Chicago Code.	3.6% July 1, 2016 to February 28 2017
Client Surveys	Annual Principal Satisfaction Survey	Average score of Principals responses to satisfaction survey. Survey content to be developed jointly by CPS and Aramark	3.6% July 1, 2016 to February 28 2017

This Agreement will be posted on the CPS Internet website.

Call Center Metrics	Inbound call will be answered within 20 seconds	Inbound call metric	July 1, 2016 to February 28 2017	3.6%
	Call Abandon Rate- calls that are abandoned which lasts 15 secs or more	Call Abandon Rate Metric	July 1, 2016 to February 28 2017	3.6%
	Web availability for user interfaces- excluding any scheduled maintenance time	Web availability metric	July 1, 2016 to February 28 2017	3.6%
	Call Center feedback to call initiator will be completed electronically through CMMS within agreed upon timeframe based on phone call/work order request information collected from initiator.	Status follow-up metric	July 1, 2016 to February 28 2017	3.6%
Monthly Program Review	8 Monthly Joint Meetings between CPS and Aramark	8 formal monthly meetings will be held during the term to review program; report topics provided include but aren't limited to: training , safety, attendance , productivity completed projects, work order completion rates, number of open work orders with time open , call center review, school surveys, status of schools Maintenance Budget.	July 1, 2016 to February 28 2017	3.6%
Annual Program Review	Conduct Annual Expectation Meeting	Expectations to be documented and discussed as part of Annual Review.	July 1, 2016 to February 28 2017	3.6%
	Annual Review between CPS and Aramark	Annual program report on improvements with agenda items that must include , but aren't limited by: FY in review; review of economics by CPS and Aramark; plan ahead for following FY's	July 1, 2016 to February 28 2017	3.6%

This Agreement will be posted on the CPS Internet website.

Schedule 4.1

[ATTACHED HERETO]

RFP Name	Address	Aramark Site Name	SCHOOL TYPE	GSF Per RFP	ZONE	IFM Board Facility (Aramark) / Effective Date July 1, 2016 unless marked August 1, 2016 in separate column	Former Custodial Services Facility (removed from Aramark custodial contract) / Effective Date July 1, 2016	Custodial Services Facilities (Custodial Only)	IFM Board Facility (Aramark) with effective dates NOT 7/1/16
ACE TECH HS	5410 S State St	Ace Tech HS	HS	68,331	Zone 9			X	
ADDAMS	10810 S Ave H	Addams ES	ES	65,543	Zone 13			X	
AGASSIZ	2851 N Seminary Ave	Agassiz ES	ES	57,743	Zone 4			X	
AIR FORCE HS	3630 S Wells	Air Force HS	HS	68,306	Zone 6			X	
ALCOTT ES	2625 N Orchard St	Alcott ES	ES	70,993	Zone 4		X		
ALCOTT HS	2957 N Hoyne	Alcott HS	HS	51,852	Zone 4		X		
ALDRIDGE	630 E 131st St	Aldridge ES	ES	45,589	Zone 13			X	
AMUNDSEN HS	5110 N Damen Ave	Amundsen HS	HS	218,950	Zone 2			X	
ARIEL	1119 E 46th St	Ariel ES	ES	147,109	Zone 9			X	
ARMOUR	950 W 33rd Place	Armour Branch	ES	82,842	Zone 6			X	
ARMSTRONG G	2110 W Greenleaf Ave	Armstrong ES	ES	147,016	Zone 2			X	
ASHBURN	8300 S St Louis Ave	Ashburn ES	ES	58,580	Zone 10			X	
ASHE	8505 S Ingleside Ave	Ashe ES	ES	55,335	Zone 12			X	
AUDUBON	3500 N Hoyne Ave	Audubon ES	ES	72,489	Zone 4			X	
AUSTIN POLY HS	231 N Pine	Austin Polytech	HS	397,258	Zone 3			X	
AVALON PARK	8045 S Kenwood Ave	Avalon Park ES	ES	87,101	Zone 12			X	
BARNARD	10354 S Charles St	Barnard ES	ES	47,741	Zone 10			X	
BARRY	2828 N Kilbourn Ave	Barry ES	ES	92,467	Zone 4			X	
BARTON	7650 S Wolcott Ave	Barton ES	ES	82,203	Zone 11	X			8/1/2016
BASS	1140 W 66th St	Bass ES	ES	85,881	Zone 11			X	
BATEMAN	4220 N Richmond St	Bateman ES	ES	151,694	Zone 1			X	
BEARD	6445 W Strong St	Beard ES	ES	40,568	Zone 1			X	
BEASLEY	5165 S State St	Beasley CPC	ES	154,984	Zone 9			X	
BEAUBIEN	5025 N Laramie Ave	Beaubien ES	ES	117,451	Zone 1			X	
BEETHOVEN	25 W 47th St	Beethoven ES	ES	92,185	Zone 9			X	
BEIDLER	3151 W Walnut St	Beidler ES	ES	86,770	Zone 5	X			

BELDING	4257 N Tripp Ave	Belding ES	ES	73,890	Zone 1				
BELL	3730 N Oakley Ave	Bell ES	ES	112,084	Zone 4			X	
BELMONT-CRAGIN	5252 W Palmer St	Belmont Cragin ES	ES	151,846	Zone 3				X
BENNETT	10115 S Prairie Ave	Bennett ES	ES	67,595	Zone 13				X
BLACK	7133 S Coles Ave	Black Branch	ES	70,379	Zone 12				X
BLAINE	1420 W Grace St	Blaine ES	ES	98,646	Zone 4				X
BLAIR	6751 W 63rd Place	Blair ECC	ES	37,948	Zone 10				X
BOGAN HS	3939 W 79th St	Bogan HS	HS	184,611	Zone 10				X
BOND	7050 S May St	Bond ES	ES	104,126	Zone 11				X
BOONE	6710 N Washtenaw Ave	Boone ES	ES	92,344	Zone 2				X
BOUCHET	7355 S Jeffery Blvd	Bouchet HS	ES	141,329	Zone 12				X
BOWEN HS	2710 E 89th	Baker Charter	HS	296,441	Zone 12				X
BRADWELL	7736 S Burnham Ave	Bradwell ES	ES	143,266	Zone 12				X
BRENNEMANN	4251 N Clarendon Ave	Brennemann ES	ES	53,442	Zone 2		X		
BRENTANO	2723 N Fairfield Ave	Brentano ES	ES	117,104	Zone 4				X
BRIDGE	3800 N New England Ave	Bridge ES	ES	126,934	Zone 1			X	
BRIGHT	10740 S Calhoun Ave	Bright ES	ES	90,919	Zone 13			X	
BRIGHTON PARK	3825 S Washtenaw Ave	Brighton Park ES	ES	80,730	Zone 8				X
BRONZEVILLE LIGHTHOUSE	8 W Root St	Bronzeville ES	ES	63,929	Zone 9				X
BROWN R	12607 S Union Ave	R Brown ES	ES	37,976	Zone 13				X
BROWN W	54 N Hermitage Ave	W Brown ES	ES	63,290	Zone 6				X
BROWNELL	6741 S Michigan Ave	Brownell ES	ES	42,620	Zone 12		X		
BRUNSON	932 N Central Ave	Brunson ES	ES	102,700	Zone 3				X
BUDLONG	2701 W Foster Ave	Budlong ES	ES	102,352	Zone 2				X
BURBANK	2035 N Mobile Ave	Burbank ES	ES	165,364	Zone 3				X
BURKE	5356 S King Dr	Burke ES	ES	73,963	Zone 9				X
BURLEY	1630 W Barry Ave	Burley ES	ES	58,527	Zone 4				X
BURNHAM	9928 S Crandon Ave	Burnham ES	ES	82,156	Zone 13				X
BURNSIDE	650 E 91st Place	Burnside ES	ES	122,945	Zone 12				X
BURR	1621 W Wabansia Ave	Burr ES	ES	60,929	Zone 6				X
BURROUGHS	3542 S Washtenaw Ave	Burroughs ES	ES	53,251	Zone 8				X
BYRNE	5329 S Oak Park Ave	Byrne ES	ES	50,610	Zone 10			X	
CALDWELL	8546 S Cregier Ave	Caldwell ES	ES	64,483	Zone 12		X		
CAMERON	1234 N Monticello Ave	Cameron ES	ES	137,334	Zone 5				X

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CANTY	3740 N Panama Ave	Canty ES	ES	108,290	Zone 1		X
CARDENAS	2345 S Millard Ave	Cardenas ES	ES	65,670	Zone 7		X
CARNEGIE	1414 E 61st Place	Carnegie ES	ES	63,979	Zone 9		X
CARROLL	2929 W 83rd St	Carroll ES	ES	85,634	Zone 10		X
CARSON	5516 S Maplewood Ave	Carson ES	ES	138,015	Zone 8		X
CARTER	5740 S Michigan Ave	Carter ES	ES	86,910	Zone 9		X
CARVER G	901 E 133rd Place	Carver ES	ES	110,606	Zone 13		X
CARVER MILITARY HS	13100 S Doty W Ave	Carver Military HS	HS	298,689	Zone 13		X
CASALS	3501 W Potomac Ave	Casals ES	ES	66,550	Zone 5		X
CASSELL	11314 S Spaulding Ave	Cassell ES	ES	41,100	Zone 10		X
CASTELLANOS	2524 S Central Park Ave	Castellanos ES	ES	84,116	Zone 7		X
CATHER	2908 W Washington St	Cather ES	ES	52,579	Zone 5	X	
CHALMERS	2745 W Roosevelt Road	Chalmers ES	ES	68,184	Zone 5		X
CHAPPELL	2135 W Foster Ave	Chappell ES	ES	87,149	Zone 2		X
CHASE	2021 N Point St	Chase ES	ES	84,715	Zone 4		X
CHAVEZ	4832 S Hermitage	Chavez Branch	ES	97,480	Zone 8		X
CHICAGO AGRICULTURE HS	3857 W 111th St	Chi Agriculture HS	HS	192,250	Zone 10		X
CHICAGO ARTS HS	2714 W Augusta Ave	Chi Arts HS	HS	171,400	Zone 5		X
CHICAGO TECH HS	1301 W 14th St	Chicago Tech HS	HS	159,140	Zone 6		X
CHICAGO VOCATIONAL HS	2100 E 87th St	Chi Vocational HS	HS	684,248	Zone 12		X
CHOPIN	2450 W Rice St	Chopin ES	ES	96,895	Zone 5		X
CHRISTOPHER	5042 S Artesian Ave	Christopher ES	ES	76,800	Zone 8		X
CICS - HAWKINS HS	901 E 133rd Place	CICS Hawkins ES	HS	144,504	Zone 13		X
CLAREMONT	2300 W 64th St	Claremont ES	ES	112,806	Zone 10		X
CLARK ES	1045 S Monitor Ave	Clark ES	ES	43,600	Zone 3		X
CLARK HS	5101 W Harrison St	Clark HS	HS	150,700	Zone 3		X
CLAY	13231 S Burley Ave	Clay ES	ES	81,950	Zone 13		X
CLEMENTE HS	1147 N Western Ave	Clemente HS	HS	433,342	Zone 5		X
CLEVELAND	3121 W Byron St	Cleveland ES	ES	97,461	Zone 1		X
CLINTON	6110 N Fairfield Ave	Clinton ES	ES	136,047	Zone 2		X
CLISSOLD	2350 W 110th Place	Clissold ES	ES	63,257	Zone 10		X
COLEMON	1441 W 119th St	Colemon ES	ES	34,600	Zone 13		X
COLES	8441 S Yates Blvd	Coles ES	ES	94,614	Zone 12		X
COLLINS HS	1313 S Sacramento Dr	Collins HS	HS	206,018	Zone 5		X

COLUMBIA EXPLORERS	4600 S Kedzie Ave	Explorers ES	ES	108,052	Zone 8			X
COLUMBUS	1003 N Leavitt St	Columbus ES	ES	39,036	Zone 5			X
COOK	8150 S Bishop St	Cook ES	ES	98,500	Zone 11			X
COONLEY	4046 N Leavitt St	Coonley ES	ES	72,304	Zone 2			X
COOPER	1624 W 19th St	Cooper ES	ES	131,200	Zone 7	X		
CORKERY	2510 S Kildare Ave	Corkery ES	ES	71,668	Zone 7			X
CORLISS HS	821 E 103rd St	Corliss HS	HS	272,651	Zone 13			X
COURTENAY	4425 N Magnolia Ave	Courtenay CPC	ES	112,070	Zone 2			X
CRANE MEDICAL HS	2245 W Jackson Blvd	Crane Tech HS	HS	419,415	Zone 6			X
CROWN	2128 S Saint Louis Ave	Crown ES	ES	63,352	Zone 5			X
CUFFE	8324 S Racine	Cuffe ES	ES	82,120	Zone 11			X
CULLEN	10650 S Eberhart Ave	Cullen ES	ES	25,927	Zone 13			X
CURIE HS	4959 S Archer Ave	Curie HS	HS	415,577	Zone 8			X
CURTIS	32 E 115th St	Curtis ES	ES	103,610	Zone 13			X
DALEY	5024 S Wolcott Ave	Daley ES	ES	73,350	Zone 8			X
DARWIN	3116 W Belden Ave	Darwin ES	ES	121,241	Zone 4			X
DAVIS M	6740 S Paulina	M Davis ES	ES	104,200	Zone 11			X
DAVIS N	3014 W 39th Place	N Davis ES	ES	121,557	Zone 8			X
DAWES	3810 W 81st Place	Dawes ES	ES	84,069	Zone 10			X
DE DIEGO	1313 N Claremont Ave	De Diego ES	ES	238,557	Zone 5			X
DECATUR	7030 N Sacramento Ave	Decatur ES	ES	23,834	Zone 2			X
DENEEN	7240 S Wabash Ave	Deneen ES	ES	87,736	Zone 12			X
DEPRIEST	139 S Parkside Ave	Depriest ES	ES	106,650	Zone 3			X
DETT	2131 W. Monroe St.	Dett ES	ES	70,600	Zone 6			X
DEVER	3436 N Osceol Ave	Dever ES	ES	48,910	Zone 1			X
DEWEY	638 W 54th Place	Dewey CPC	ES	86,191	Zone 11			X
DIRKSEN	8601 W Foster Ave	Dirksen ES	ES	57,539	Zone 1			X
DISNEY	4140 N Marine Dr	Disney CAC	ES	260,140	Zone 2	X		
DISNEY II ES	3815 N Kedvale Ave	Disney II ES	ES	50,560	Zone 1			X
DIXON	8306 S Saint Lawrence Ave	Dixon ES	ES	101,627	Zone 12			X
DODGE	431 N Troy St	Morton ES	ES	71,504	Zone 5	X		
DOOLITTLE	535 E 35th St	Doolittle ES	ES	186,448	Zone 9			X
DORE	6108 S Natoma Ave	Dore ES	ES	40,178	Zone 10			X
DOUGLASS HS	543 N Waller Ave	Douglass HS	HS	135,210	Zone 3			X

FOSTER PARK	8530 S Wood St	Foster Park ES	ES	68,005	Zone 11			X
FRANKLIN	225 W Evergreen Ave	Franklin ES	ES	53,097	Zone 4			X
FRAZIER PROSPECTIVE	4027 W Greshaw	Frazier Int'l ES	ES	72,000	Zone 5			X
FULLER	4214 S Saint Lawrence Ave	Fuller ES	ES	91,800	Zone 9			X
FULTON	5300 S Hermitage Ave	Fulton ES	ES	96,598	Zone 11			X
FUNSTON	2010 N Central Park Ave	Funston ES	ES	107,729	Zone 4			X
GAGE PARK HS	5630 S Rockwell St	Gage Park HS	HS	219,411	Zone 8			X
GALE	1631 W Jonquil Trail	Gale ES	ES	157,816	Zone 2			X
GALILEO	820 S Carpenter St	Galileo ES	ES	102,703	Zone 6			X
GALLISTEL	10201 S Ave L	Gallistel Branch	ES	154,192	Zone 13			X
GARVEY	10309 S Morgan St	Garvey ES	ES	55,354	Zone 13			X
GARVY	5225 N Oak Park Ave	Garvy ES	ES	79,665	Zone 1			X
GARY	3740 W 31st St	Gary ES	ES	132,193	Zone 7			X
GILLESPIE	9301 S State St	Gillespie ES	ES	91,300	Zone 12			X
GOETHE	2236 N Rockwell St	Von Goethe ES	ES	80,028	Zone 4			X
GOUDY	5120 N Winthrop Ave	Goudy ES	ES	98,019	Zone 2			X
GRAHAM ES	745 W 45th St	Graham Bridge	ES	116,500	Zone 6			X
GRAHAM HS	2347 S Wabash Ave	Graham HS	HS	23,403	Zone 6			X
GRAY	3730 N Laramie Ave	Gray ES	ES	129,990	Zone 1			X
GREELEY	832 W Sheridan Road	Greeley ES	ES	60,718	Zone 4			X
GREEN	1150 W 96th St	Green ES	ES	40,088	Zone 11			X
GREENE	3525 S Honore St	Greene ES	ES	82,455	Zone 8			X
GREGORY	3715 W Polk St	Gregory ES	ES	109,900	Zone 5			X
GRESHAM	8524 S Green St	Gresham ES	ES	113,339	Zone 11	X		
GRIMES	4918 W 64th St	Grimes Branch	ES	40,860	Zone 10			X
GRISSOM	12810 S Escanaba St	Grissom ES	ES	31,615	Zone 13	X		
GUNSAULUS	4420 S Sacramento Ave	Gunsaulus ES	ES	106,519	Zone 8			X
HAINES	247 W 23rd Place	Haines ES	ES	75,558	Zone 6			X
HALE	6140 S Melvina Ave	N Hale ES	ES	99,233	Zone 10			X
HALEY	11411 S Eggleston Ave	Hailey ES	ES	101,294	Zone 13			X
HAMILTON	1650 W Cornelia Ave	Hamilton ES	ES	74,643	Zone 4			X
HAMLIN	4747 S Bishop St	Hamline Bridge	ES	124,623	Zone 8	X		
HAMMOND	2819 W 21st Place	Hammond ES	ES	59,692	Zone 7			X
HAMPTON	3434 W 77th St	Hampton ES	ES	98,776	Zone 10			X

HANCOCK HS	4034 W 56th St	Hancock HS	HS	169,086	Zone 8				
HANSON PARK	5411 W Fullerton Ave	Hanson Park ES	ES	132,816	Zone 3				X
HARLAN HS	9652 S Michigan Ave	Harlan HS	HS	169,730	Zone 12				X
HARPER HS	6520 S Wood St	Harper HS	HS	220,787	Zone 11				X
HARTE	1556 E 56th St	Harte ES	ES	34,281	Zone 9				X
HARVARD	7525 S Harvard Ave	Harvard ES	ES	80,584	Zone 11				X
HAUGAN	4540 N Hamlin Ave	Haugan ES	ES	137,971	Zone 1				X
HAWTHORNE	3319 N Clifton Ave	Hawthorne ES	ES	71,199	Zone 4			X	
HAY	1018 N Laramie Ave	Hay ES	ES	94,900	Zone 3				X
HEALY	3010 S Parnell Ave	Healy ES	ES	114,704	Zone 6				X
HEARST	4941 W 46th St	Global Citizenship	ES	113,639	Zone 10				X
HEDGES	4747 S Winchester Ave	Hedges Branch	ES	109,118	Zone 8				X
HEFFERAN	4409 W Wilcox St	Hefferan ES	ES	60,934	Zone 5				X
HENDERSON	5650 S Wolcott Ave	Henderson ES	ES	81,110	Zone 11				X
HENDRICKS	4316 S Princeton Ave	Hendricks ES	ES	56,857	Zone 9				X
HENRY	4250 N Saint Louis Ave	Henry ES	ES	90,100	Zone 1				X
HERZL	3711 W Douglas St	Herzl ES	ES	151,436	Zone 5				X
HIBBARD	3244 W Ainslie St	Hibbard ES	ES	169,900	Zone 1				X
HIGGINS	11710 S Morgan St	Higgins ES	ES	51,303	Zone 13				X
HIRSCH HS	7740 S Ingleside Ave	Hirsch HS	HS	217,770	Zone 12				X
HITCH	5625 N McVicker Ave	Hitch ES	ES	82,050	Zone 1				X
HOLDEN	1104 W 31st St	Holden ES	ES	99,762	Zone 6				X
HOLMES	955 W Garfield St	Holmes ES	ES	67,141	Zone 11				X
HOPE HS	5515 S Lowe Ave	Hope HS	HS	159,500	Zone 11				X
HOPE INSTITUTE	1628 W Washington	Hope ES	ES	263,250	Zone 6				X
HOWE	720 N Lorel Ave	Howe ES	ES	69,535	Zone 3		X		8/1/2016
HOYNE	8905 S Crandon Ave	Hoynes ES	ES	27,984	Zone 12				X
HUBBARD HS	6200 S Hamlin Ave	Hubbard HS	HS	218,200	Zone 10				X
HUGHES C	4247 W 15th St	C Hughes ES	ES	49,043	Zone 5				X
HUGHES L	240 W 104th St	L Hughes ES	ES	100,000	Zone 13			X	
HURLEY	3849 W 69th Place	Hurley ES	ES	55,250	Zone 10				X
HYDE PARK HS	6220 S Stony Island Ave	Hyde Park HS	HS	324,961	Zone 9				X
INTER-AMERICAN	851 W Waveland	Inter American ES	ES	110,443	Zone 4				X
IRVING	749 S Oakley St	Irving ES	ES	55,148	Zone 6				X

JACKSON A	1340 W Harrison St	A Jackson ES	ES	74,135	Zone 6			X
JACKSON M	917 W 88th St	M Jackson ES	ES	74,586	Zone 11			X
JAHN	3149 N Wolcott Ave	Jahn ES	ES	83,029	Zone 4			X
JAMIESON	5650 N Mozart St	Jamieson ES	ES	111,599	Zone 2	X		
JENNER	1119 N Cleveland Ave	Jenner ES	ES	90,164	Zone 6			X
JENSEN	3030 W Harrison St	Jensen ES	ES	64,440	Zone 5			X
JOHNSON	1420 S Albany Ave	Johnson ES	ES	71,422	Zone 5			X
JONES HS	606 S State St	Jones HS	HS	143,342	Zone 6			X
JOPLIN	7931 S Honore St	Joplin ES	ES	77,483	Zone 11			X
JORDAN	7414 N Wolcott Ave	Jordan ES	ES	66,950	Zone 2	X		
JUAREZ HS	2150 S Laffin St	Juarez HS	HS	256,400	Zone 7			X
JULIAN HS	10330 S Elizabeth St	Julian HS	HS	266,404	Zone 10			X
JUNGMAN	1746 S Miller St	Jungman ES	ES	69,850	Zone 7			X
KANOON	2233 S Kedzie Ave	Kanoon ES	ES	67,900	Zone 7			X
KELLER	3020 W 108th St	Keller ES	ES	36,864	Zone 10			X
KELLMAN	3030 W Arthington St	Kellman ES	ES	75,510	Zone 5			X
KELLOGG	9241 S Leavitt St	Kellogg ES	ES	30,843	Zone 10			X
KELLY HS	4136 S California Ave	Kelly HS	HS	298,432	Zone 8			X
KELVYN PARK HS	4343 W Wrightwood Ave	Kelvyn Park HS	HS	188,084	Zone 4			X
KENNEDY HS	6325 W 56th St	Kennedy HS	HS	345,406	Zone 10			X
KENWOOD HS	5015 S Blackstone Ave	Kenwood HS	HS	313,814	Zone 9			X
KERSHAW	6450 S Lowe Ave	Kershaw ES	ES	51,900	Zone 11			X
KING ES	644 W 71st St	King ES	ES	71,892	Zone 11			X
KING HS	4445 S Drexel Blvd	King HS	HS	310,545	Zone 9			X
KIPLING	1420 N Hudson Ave	ferguson CPC	ES	34,919	Zone 11			X
KIPP CHICAGO - ASCEND PRIMARY	1440 S Christiana	KIPP Ascend Primary	ES	63,000	Zone 5			X
KOZMINSKI	936 E 54th St	Kozminski ES	ES	100,709	Zone 9			X
LAKE VIEW HS	4015 N Ashland Ave	Lake View HS	HS	266,099	Zone 2	X		
LANE TECH HS	2501 W Addison St	Lane Tech HS	HS	713,935	Zone 4			X
LANGFORD	6010 S Throop St	Langford ES	ES	78,575	Zone 11			X
LASALLE	1734 N Orleans St	Lasalle ES	ES	47,156	Zone 4			X
LASALLE II	1148 N Honore St	LaSalle II ES	ES	92,173	Zone 6			X
LAVIZZO	138 W 109th St	Lavizzo ES	ES	83,900	Zone 13			X
LAWDALE	3500 W Douglas Blvd	Lawndale ES	ES	116,650	Zone 5			X

LEE	6448 S Tripp Ave	Lee ES	ES	56,882	Zone 10			X
LELAND	512 S Lavergne Ave	Leland ES	ES	109,407	Zone 3			X
LENART	8101 S LaSalle St	Lenart ES	ES	60,474	Zone 11			X
LEWIS	1431 N Leamington Ave	Lewis ES	ES	128,953	Zone 3			X
LIBBY	5300 S Loomis St	Libby ES	ES	115,600	Zone 11			X
LINCOLN	615 W Kemper Place	Lincoln ES	ES	67,532	Zone 4			X
LINCOLN PARK HS	2001 N Orchard St	Lincoln Park HS	HS	341,821	Zone 4			X
LINDBLOM HS	6130 S Wolcott Av	Lindblom HS	HS	305,788	Zone 11			X
LLOYD	2103 N Laimon Ave	Lloyd ES	ES	150,436	Zone 3			X
LOCKE J	2828 N Oak Park Ave	Locke ES	ES	112,000	Zone 3			X
LOGANDALE	3212 W. George St	Avondale ES	MS	138,900	Zone 4			X
LOVETT	6333 W Bloomingdale Ave	Lovett ES	ES	85,200	Zone 3			X
LOWELL	3320 W Hirsch St	Lowell ES	ES	136,125	Zone 5	X		
LOZANO	1501 N Greenview Ave	Lozano ES	ES	57,885	Zone 6			X
LYON	2941 N McVicker Ave	Lyon Branch	ES	117,576	Zone 3			X
MADISON	7433 S Dorchester Ave	Madison ES	ES	67,700	Zone 12			X
MANIERRE	1420 N Hudson Ave	Ferguson CPC	ES	87,876	Zone 4			X
MANLEY HS	2935 W Polk St	Manley HS	HS	213,820	Zone 5			X
MANN	8050 S Chappel Ave	Mann ES	ES	106,355	Zone 12	X		
MARQUETTE	6550 S Richmond St	Marquette ES	ES	172,688	Zone 10			X
MARSH	9822 S Exchange Ave	Marsh ES	ES	140,770	Zone 13			X
MARSHALL HS	3250 W Adams St	Marshall HS	HS	366,981	Zone 5			X
MARSHALL MIDDLE	3900 N Lawndale Ave	Marshall ES	MS	181,923	Zone 1			X
MASON	4217 W 18th St	Mason ES	ES	208,829	Zone 5			X
MATHER HS	5835 N Lincoln Ave	Mather HS	HS	185,689	Zone 2			X
MAYER	2250 N Clifton Ave	Mayer ES	ES	73,514	Zone 4			X
MAYS	6656 S Normal Blvd	Mays ES	ES	65,017	Zone 11			X
MCAULIFFE	1841 N Springfield Ave	McAuliffe ES	ES	90,799	Zone 4			X
MCCLELLAN	3527 S Wallace St	McClellan ES	ES	58,108	Zone 6			X
MCCORMICK	2712 S Sawyer Ave	McCormick ES	ES	100,260	Zone 7			X
MCCUTCHEON	4850 N Kenmore Ave	McCutcheon Branch	ES	49,500	Zone 2	X		
MCDADE	8801 S Indiana Ave	McDade ES	ES	22,579	Zone 12			X
MCDOWELL	1419 E 89th St	McDowell ES	ES	17,586	Zone 12			X
MCKAY	6901 S Fairfield Ave	McKay ES	ES	128,128	Zone 10			X

MCNAIR	4820 W Walton St	McNair ES	ES	98,596	Zone 3			X
MCPHERSON	4728 N Wolcott Ave	McPherson ES	ES	155,337	Zone 2			X
MELODY	3937 W Wilcox St	Melody ES	ES	99,420	Zone 5			X
METCALFE	12339 S Normal Ave	Metcalfe ES	ES	81,370	Zone 13		X	
MIRELES	9000 S Exchange Ave	Mireles ES	ES	144,246	Zone 12			X
MITCHELL	2233 W Ohio St	Mitchell ES	ES	56,385	Zone 5			X
MOLLISON	4415 S Dr Martin L King Jr Dr	Mollison ES	ES	43,300	Zone 9			X
MONROE	3651 W Schubert Ave	Monroe Branch	ES	123,430	Zone 4			X
MONTEFIORE	1310 S Ashland Ave,	Montefiore ES	ES	45,926	Zone 6			X
MOOS	1711 N California Ave	Moos ES	ES	139,709	Zone 5			X
MORGAN PARK HS	1744 W Pryor Ave	Morgan Park HS	HS	269,480	Zone 10			X
MORRILL	6011 S Rockwell St	Morrill ES	ES	99,200	Zone 10			X
MOUNT GREENWOOD	10841 S Homan Ave	Mount Greenwood ES	ES	84,660	Zone 10			X
MOUNT VERNON	10540 S Morgan St	Mount Vernon ES	ES	92,730	Zone 13			X
MOZART	2200 N Hamlin Ave	Mozart ES	ES	92,365	Zone 4			X
MURPHY	3539 W Grace St	Murphy ES	ES	85,287	Zone 1			X
MURRAY	5335 S Kenwood Ave	Murray ES	ES	73,984	Zone 9			X
NASH	4818 W. Ohio St.	KIPP Create	ES	144,349	Zone 3			X
NEIL	8555 S Michigan Ave	Neil ES	ES	71,870	Zone 12			X
NETTELHORST	3252 N Broadway Ave	Nettelhorst ES	ES	104,490	Zone 4			X
NEWBERRY	700 W Willow St	Newberry ES	ES	75,176	Zone 4			X
NICHOLSON	6006 S Peoria St	Nicholson ES	ES	71,602	Zone 11		X	
NIGHTINGALE	5250 S Rockwell St	Nightingale ES	ES	140,838	Zone 8			X
NINOS HEROES	8344 S Commercial Ave	Ninos Heroes ES	ES	73,518	Zone 12			X
NIXON	2121 N Keeler Ave	Nixon ES	ES	130,113	Zone 4			X
NOBEL	4127 W Hiisch St	Nobel ES	ES	75,800	Zone 5			X
NORTH LAWDALE - CHRISTIANA HS	1615 S Christiana Ave	N Lawndale Howland	HS	138,936	Zone 5			X
NORTH RIVER	4416 N Troy St	North River ES	ES	42,197	Zone 1			X
NORTH-GRAND HS	4338 W Wabansia Ave	North Grand HS	HS	205,094	Zone 5			X
NORTHSIDE LEARNING HS	3730 W Bryn Mawr Ave	Northside Learning	HS	44,150	Zone 1			X
NORWOOD PARK	5900 N Nina Ave	Norwood Park ES	ES	56,330	Zone 1			X
OGDEN ES	24 W Walton	Ogden ES	ES	132,724	Zone 6			X
OGDEN HS	1250 W Erie St	Ogden HS	HS	93,355	Zone 6		X	
OGLESBY	7646 S Green St	Oglesby ES	ES	77,140	Zone 11			X

OKEEFFE	6940 S Merrill Ave	O'Keeffe ES	ES	95,310	Zone 12			X
ONAHAN	6634 W Raven St	Onahan ES	ES	90,969	Zone 1			X
ORIOLE PARK	5424 N Oketo Ave	Oriole Park ES	ES	76,476	Zone 1			X
OROZCO	1940 W 18th St	Orozco ES	ES	107,722	Zone 7			X
ORR HS	730 N Pulaski Road	Orr HS	HS	303,310	Zone 5			X
OTIS	525 N Armour St	Otis ES	ES	94,414	Zone 6			X
OTOOLE	6550 S Seeley Ave	Mont of Englewood	ES	96,700	Zone 11			X
OWEN	8247 S Christiana Ave	Owen ES	ES	33,218	Zone 10			X
OWENS	12302 S State St	Owens North	ES	127,276	Zone 13			X
PALMER	5051 N Kenneth Ave	Palmer ES	ES	91,342	Zone 1			X
PARK MANOR	7037 S Rhodes Ave	Park Manor ES	ES	62,706	Zone 12			X
PARKER	6800 S Stewart Ave	Parker ES	ES	279,300	Zone 11			X
PARKSIDE	6938 S E End Ave	Parkside ES	ES	75,104	Zone 12			X
PASTEUR	5435 S Lockwood Ave	Pasteur Branch	ES	121,425	Zone 8			X
PEACE AND EDUCATION HS	4541 S Wood St	Peace Big Picture	HS	42,972	Zone 8	X		
PECK	3826 W 58th St	Peck ES	ES	110,691	Zone 8			X
PEIRCE	1423 W Bryn Mawr Ave	Peirce ES	ES	133,238	Zone 2			X
PENN	2121 N Keeler Ave	Penn ES	ES	158,325	Zone 5			X
PEREZ	1241 W 19th St	Perez ES	ES	103,392	Zone 7			X
PERSHING	3200 S Calumet Ave	Pershing ES	ES	128,716	Zone 9			X
PETERSON	5510 N Christiana Ave	Peterson ES	ES	97,862	Zone 1			X
PHILLIPS HS	244 E Pershing Road	Phillips HS	HS	287,721	Zone 9			X
PHOENIX MILITARY HS	145 S Campbell Ave	Phoenix Military HS	HS	160,945	Zone 5			X
PICCOLO	1040 N Keeler Ave	Piccolo ES	ES	218,899	Zone 5			X
PICKARD	2301 W 21st Place	Pickard ES	ES	116,245	Zone 7	X		
PILSEN	1420 W 17th St	Pilsen ES	ES	81,769	Zone 7			X
PIRIE	650 E 85th St	Pirie ES	ES	48,010	Zone 12			X
PLAMONDON	2642 W 15th Place	Plamondon ES	ES	38,751	Zone 5			X
POE	10538 S Langley Ave	Poe ES	ES	38,332	Zone 13			X
PORTAGE PARK	5330 W Berbeau Ave	Portage Park ES	ES	145,775	Zone 1			X
POWELL	7511 S Shore Dr	Powell ES	ES	113,516	Zone 12			X
PRESCOTT	1632 W Wrightwood Ave	Prescott ES	ES	49,663	Zone 4			X
PRITZKER	2009 W Schiller St	Pritzker ES	ES	66,300	Zone 6			X
PROSSER HS	2148 N Long Ave	Prosser HS	HS	209,971	Zone 3			X

PRUSSING	4650 N Menard Ave	Prussing ES	ES	74,601	Zone 1			X
PULASKI	2230 W McLean Ave	Pulaski ES	ES	103,904	Zone 6			X
PULLMAN	11311 S Forrestville Ave	Pullman ES	ES	80,075	Zone 13		X	
RABY HS	3545 W Fulton	Raby HS	HS	156,248	Zone 5			X
RANDOLPH	7316 S Hoyne Ave	Randolph ES	ES	78,450	Zone 11			X
RAVENSWOOD	4332 N Paulina St	Ravenswood ES	ES	76,423	Zone 2			X
RAY	5631 S Kimbark Ave	Ray ES	ES	115,306	Zone 9			X
REAVIS	834 E 50th St	Reavis ES	ES	57,507	Zone 9	X		8/1/2016
REILLY	3650 W School St	Reilly Branch	ES	158,141	Zone 4			X
REINBERG	3425 N Major Ave	Reinberg ES	ES	82,255	Zone 1			X
REVERE	7200 S Ingleside	Comer Charter	ES	81,610	Zone 12	X		
RICHARDS HS	5009 S Laffin St	Richards HS	HS	103,015	Zone 8			X
ROBESON HS	6835 S Normal Blvd	Robeson HS	HS	190,104	Zone 11			X
ROBINSON	4225 S Lake Park Ave	Robinson ES	ES	41,784	Zone 9			X
ROGERS	7345 N Washtenaw Ave	Rogers ES	ES	59,810	Zone 2		X	
ROOSEVELT HS	3436 W Wilson Ave	Roosevelt HS	HS	319,900	Zone 1			X
RUDOLPH	110 N Paulina St	Rudolph ES	ES	25,690	Zone 6			X
RUGGLES	7831 S Prairie Ave	Ruggles ES	ES	99,710	Zone 12			X
RUIZ	2410 S Leavitt St	Ruiz ES	ES	80,217	Zone 7			X
RYDER	8716 S Wallace St	Ryder ES	ES	73,326	Zone 11			X
SABIN	2216 W Hirsch St	Sabin ES	ES	95,219	Zone 5			X
SALAZAR	160 W Wendell St	Salazar ES	ES	45,084	Zone 6			X
SAUCEDO	2850 W 24th St	Saucedo ES	ES	292,121	Zone 7		X	
SAUGANASH	6040 N Kilpatrick Av	Sauganash ES	ES	68,612	Zone 1			X
SAWYER	5248 S Sawyer Ave	Sawyer ES	ES	163,308	Zone 8			X
SAYRE	1850 N Newland Ave	Sayre ES	ES	79,775	Zone 3			X
SCAMMON	4201 W Henderson St	Scammon ES	ES	85,474	Zone 1			X
SCHMID	9755 S Greenwood Ave	Schmid ES	ES	36,938	Zone 12			X
SCHUBERT	2727 N Long Ave	Schubert ES	ES	101,364	Zone 3			X
SCHURZ HS	3601 N Milwaukee Ave	Schurz HS	HS	455,800	Zone 1			X
SENN HS	5900 N Glenwood Ave	Senn HS	HS	291,204	Zone 2			X
SEWARD	4600 S Hermitage Ave	Seward Branch	ES	98,375	Zone 8			X
SHERIDAN	533 W 27th St	Sheridan ES	ES	68,750	Zone 6			X
SHERMAN	1000 W 52nd St	Sherman ES	ES	58,451	Zone 11			X

SHERWOOD	245 W 57th St	Sherwood ES	ES	52,237	Zone 11			X
SHIELDS	4250 S Rockwell St	Shields ES	ES	128,230	Zone 8			X
SHOESMITH	1330 E 50th St	Shoesmith ES	ES	38,987	Zone 9			X
SHOOP	11140 S Bishop	Shoop ES	ES	124,553	Zone 13			X
SIMEON HS	8235 S Vincennes Ave	Simeon HS	HS	284,691	Zone 11			X
SIMPSON HS	1321 S Paulina St	Simpson HS	HS	33,493	Zone 6			X
SKINNER	1260 W Adams Ave	M Skinner Branch	ES	114,694	Zone 6			X
SKINNER NORTH	640 W Scott St	Skinner North ES	ES	68,922	Zone 4			X
SMITH	744 E 103rd St	Smith ES	ES	76,920	Zone 13			X
SMYSER	4310 N Melvina Ave	Smyser ES	ES	111,681	Zone 1			X
SMYTH	1059 W 13th St	Smyth ES	ES	136,166	Zone 6			X
SOLOMON	6206 N Hamlin Ave	Solomon ES	ES	40,333	Zone 1			X
SOUTH LOOP	1212 S Plymouth Court	South Loop ES	ES	71,255	Zone 6			X
SOUTH SHORE ES	1415 E 70th St	South Shore ES	ES	76,945	Zone 12	X		
SOUTHSIDE HS	7342 S Hoyne Ave	Southside HS	HS	54,740	Zone 11			X
SPENCER	214 N Lavergne Ave	Spencer ES	ES	122,935	Zone 3			X
SPRY ES	2400 S Marshall St	Spry ES	ES	106,010	Zone 7			X
STAGG	7424 S Morgan St	Stagg ES	ES	68,227	Zone 11			X
STEINMETZ HS	3030 N Mobile Ave	Steinmetz HS	HS	398,320	Zone 3			X
STEM	1522 W Filmore St	STEM ES	ES	69,329	Zone 6			X
STEVENSON	4350 West 79th St	Stevenson Branch	ES	134,872	Zone 10	X		
STOCK	7507 W Birchwood Ave	Stock ES	ES	18,360	Zone 1			X
STONE	6239 N Leavitt St	Stone ES	ES	70,601	Zone 2			X
STOWE	3444 W Wabansia Ave	Stowe ES	ES	133,900	Zone 5			X
SUDER	2022 W Washington Bl	Suder ES	ES	71,500	Zone 6			X
SULLIVAN HS	6631 N Bosworth Ave	Sullivan HS	HS	218,067	Zone 2	X		
SUMNER	4320 W Fifth Ave	Sumner ES	ES	159,555	Zone 5			X
SUTHERLAND	10015 S Leavitt St	Sutherland ES	ES	80,219	Zone 10			X
SWIFT	5900 N Winthrop Ave	Swift ES	ES	109,399	Zone 2			X
TAFT HS	6545 W Hurlbut St	Taft HS	HS	388,970	Zone 1			X
TALCOTT	1840 W Ohio St	Talcott ES	ES	127,371	Zone 6			X
TALMAN	5450 S Talman Ave	Talman ES	ES	36,898	Zone 8			X
TANNER	7350 S Evans Ave	Tanner ES	ES	52,920	Zone 12			X
TAYLOR	9912 S Ave H	Taylor ES	ES	87,628	Zone 13			X

TEAM HS	6201 S Stewart	UrbanPrep Englewood	HS	188,800	Zone 11			X
THOMAS	3625 S Hoyne Ave	Thomas ECC	ES	16,056	Zone 8			X
THORP J	8914 S Buffalo Ave	J Thorp ES	ES	135,638	Zone 12		X	
THORP O	6024 W Warwick	O Thorp ES	ES	93,200	Zone 1			X
TILDEN HS	4747 S Union Ave	Tilden HS	HS	328,514	Zone 8			X
TILL	6543 S Champlain Ave	Till ES	ES	134,618	Zone 9			X
TILTON	223 N Keeler Ave	Tilton ES	ES	104,888	Zone 5			X
TONTI	5815 S Homan Ave	Tonti ES	ES	89,103	Zone 8			X
TURNER-DREW	9300 S Princeton Ave	Turner Drew ES	ES	39,077	Zone 11		X	
TWAIN	5134 S Lotus	Twain ES	ES	140,166	Zone 10			X
U OF C - DONOGHUE	707 E 37th St	U of C Donoghue	ES	74,828	Zone 9			X
U OF C - WOODLAWN HS	6420 S University	U of C Woodlawn	HS	122,095	Zone 9			X
UPLIFT HS	900 W Wilson Ave	Uplift HS	HS	149,312	Zone 2			X
VANDERPOEL	9510 S Prospect Ave	Vanderpoel ES	ES	38,981	Zone 10			X
VAUGHN HS	4355 N Linder Ave	Vaughn HS	HS	50,289	Zone 1			X
VICK	2554 W 113th St	Vick ECC	ES	21,779	Zone 10			X
VOLTA	4950 N Avers Ave	Volta ES	ES	86,480	Zone 1			X
VON LINNE	3221 N Sacramento Ave	Von Linne ES	ES	105,920	Zone 4		X	
VON STEUBEN HS	5039 N Kimball Ave	Von Steuben HS	HS	248,453	Zone 1			X
WACKER	9746 S Morgan St	Wacker ES	ES	27,552	Zone 11			X
WADSWORTH	6650 S Ellis Ave	Wadsworth ES	ES	64,558	Zone 9			X
WALSH	2015 S Peoria St	Walsh ES	ES	73,288	Zone 7			X
WARD J	2701 S Shields Ave	J Ward ES	ES	85,194	Zone 6			X
WARD L	646 N Lawndale Ave	L Ward ES	ES	114,019	Zone 5			X
WARREN	9239 S Jeffrey Blvd	Warren ES	ES	40,255	Zone 12			X
WASHINGTON G ES	3611 E 114th St	G Washington ES	ES	70,362	Zone 13			X
WASHINGTON H ES	9130 S University Ave	H Washington ES	ES	81,500	Zone 12			X
WASHINGTON HS	3535 E 114th St	G Washington HS	HS	219,291	Zone 13			X
WATERS	4540 N Campbell Ave	Waters ES	ES	62,847	Zone 2			X
WEBSTER	4055 W Arthington St	Hansberry CPC	ES	60,295	Zone 5			X
WELLS ES	249 E 37th St	Wells ES	ES	62,750	Zone 9			X
WELLS HS	936 N Ashland Ave	Wells HS	HS	264,101	Zone 6			X
WENTWORTH	1340 W 71st St	Wentworth ES	ES	102,616	Zone 11		X	
WESTCOTT	409 W 80th St	Westcott ES	ES	46,480	Zone 11			X

WESTINGHOUSE HS	3223 W Franklin Blvd	Westinghouse HS	HS	225,314	Zone 5			X
WHISTLER	11533 S Ada St	Whistler ES	ES	88,230	Zone 13			X
WHITE	1136 W 122nd St	White ES	ES	23,635	Zone 13			X
WHITNEY	2815 S Komensky Ave	Whitney ES	ES	108,653	Zone 7			X
WHITTIER	1900 W 23rd St	Whittier ES	ES	49,232	Zone 7			X
WILDWOOD	6950 N Hiawatha Ave	Wildwood ES	ES	60,018	Zone 1			X
WILLIAMS HS	4934 S Wabash Ave	Bronzeville HS	HS	410,375	Zone 9			X
WOODLAWN	6657 S Kimbark Ave	Woodlawn ES	ES	30,193	Zone 9			X
WOODSON	4414 S Evans	U of C Woodson	ES	138,354	Zone 9		X	
YATES	1839 N Richmond St	Yates ES	ES	145,300	Zone 5			X
YOUNG ES	1434 N Parkside Ave	Young ES	ES	177,004	Zone 3			X
YOUNG HS	211 S Lafin Ave	Young HS	HS	430,443	Zone 6			X
Garfield Park Office	2651 W. Washington Blvd	Admin Building	Office	72,340			X	
Bridgeport Office	501 W 35th St	Admin Building	Office	73,600			X	