

THIS AGREEMENT SHALL BE POSTED ON THE CPS WEBSITE.

**First Amendment to the
Para Transit and Alternate Modes of
Student Transportation Services Agreement**

Cook-DuPage Transportation Company, Inc.

This First Amendment to the Para Transit and Alternate Modes of Student Transportation Services Agreement (“**First Amendment**”) is effective as of the 8th day of September, 2020 (“**Effective Date**”) and is entered into by and between 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 Cook-DuPage Transportation Company, Inc. with its principal place of business located at 4301 S. Packers Avenue, Chicago, IL 60609 (“**Vendor**”).

RECITALS

A. The Board and Vendor entered into that certain Para Transit and Alternate Modes of Student Transportation Services Agreement dated August 1, 2020 (“**Original Agreement**”) for an original term commencing August 1, 2020 and ending July 31, 2021 (authorized by Board Report No. 20-0722-PR8).

B. To respond to the COVID-19 pandemic which has resulted in remote instruction for students, and a reduced need for Vendor Services, the parties desire to amend the Original Agreement to address payments to Vendor for the period beginning on September 8, 2020 and continuing through January 31, 2020, during which period, limited para transit or alternate modes of student transportation Services are expected to be provided to the Board as hereinafter set forth below. The Original Agreement and this First Amendment shall collectively be referred to herein as the “**Agreement**”.

NOW, THEREFORE, in consideration of the foregoing, which are incorporated into and made a part of this First Amendment by this reference, and the mutual covenants contained herein, the parties agree as follows:

1. Definitions: Any and all capitalized terms contained in this First Amendment, and not defined herein, shall have the same definition as set forth in the Original Agreement.
2. Amendment Period: This First Amendment shall become effective on September 8, 2020 and continue through January 31, 2021 (“**Amendment Period**”), unless terminated sooner as provided in the Original Agreement.
3. Amended Services: During the Amendment Period, Section 3 of the Original Agreement is hereby amended by adding the following paragraphs at the end of that Section:

Notwithstanding the foregoing, during the Amendment Period, while Vendor shall remain fully obligated to perform all Services in accordance with the terms of the Agreement, the parties acknowledge that due to reduced Service needs, the parties expect that Vendor will provide a reduced volume of Services, estimated to be less than 75% of 69 forecasted vehicles (the “**Minimum Utilization**”). Following the Amendment Period, Vendor shall return to providing the Services as described in the Scope of Services attached to the Original Agreement as Exhibit A.

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4. Amended Invoicing and Payment: As of the Effective Date of this First Amendment, the following is hereby added as a new Section 4.C. of the Original Agreement:

C. Amendment Period Invoicing and Payment. During the Amendment Period, if Vendor's Services do not exceed the Minimum Utilization, Vendor's minimum billing for the Amendment Period will be a total of One Million, Forty Five Thousand, Eight Hundred Ninety-Four and 50/100 Dollars (\$1,045,894.50) (the "**Base Payment**"), which will be paid to Vendor in monthly installments as set forth in the payment schedule attached hereto as Schedule 1 (the "**Monthly Base Payment Installments**"). The Base Payment reflects forty percent (40%) of Vendor's previously projected revenue for the Amendment Period, based on projections of Vendor delivering Services under the Original Agreement utilizing **69** vehicles. As a condition of the Base Payment, Vendor shall ensure that it remains fully operational and staffed, including continuing to pay and retain its bus drivers and bus aides, in order to render prompt Services at any time during the Amendment Period.

In addition to the Base Payment, if during the Amendment Period Vendor provides Services under the Original Agreement, Vendor shall also be paid compensation set forth in the Original Agreement for any such Services actually rendered based on Services rates and charges specified in Exhibit B (Pricing for Services) of the Original Agreement ("**Route Payments**"). The Base Payment and any Route Payments are collectively the "**Fall 2020 Payments**". Vendor shall provide a monthly invoice to the Board on the fifteenth (15th) day of the following month for the Fall 2020 Payments, reflecting, as applicable, the Base Payment Installments and Route Payments payable to Vendor for the preceding month.

Notwithstanding the foregoing, if during any month of the Amendment Period Vendor provides Services exceeding the Minimum Utilization: (i) the Base Payment Installment for that month shall be waived, and the Board shall not pay the Base Payment Installment attributable to that month; and (ii) in lieu of the Base Payment Installment, Vendor shall return to receiving payments for that month in accordance with Section 4.A. of the Original Agreement.

Following the Amendment Period, Vendor shall return to invoicing and billing as described in Section 4.B. of the Original Agreement.

5. Cancellation of Services: Section 21 of the Original Agreement is hereby suspended during the Amendment Period only with respect to the Base Payment hereunder. This suspension shall not apply to any Services cancelled by the Board with respect to Route Payments hereunder and Section 21 of the Original Agreement shall be in full force and effective upon expiration of the Amendment Period.

6. Paycheck Protection Program. Vendor certifies that it has not received or been issued a Paycheck Protection Program loan from the U.S. Small Business Administration. Vendor certifies, represents and warrants that the certification made by Vendor herein is true and correct. Vendor understands that knowingly making a false statement and/or inaccurate disclosure herein may subject Vendor to debarment.

7. Freedom of Information Act: Vendor acknowledges that this First Amendment and all documents submitted to the Board related to this contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and 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 the Board's website at www.cps.edu.

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8. Original Agreement: Except as expressly provided in this First Amendment, all terms and conditions of the Original Agreement shall remain in full force and effect during the Amendment Period.

9. Counterparts and Electronic Signatures: 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 instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.

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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 Effective Date first written above.

BOARD OF EDUCATION OF THE CITY OF CHICAGO

DocuSigned by:
By: Jonathan Maples
Jonathan Maples
Chief Procurement Officer

Date: January 4, 2021

COOK-DUPAGE TRANSPORTATION COMPANY, INC.

DocuSigned by:
By: Mark Foster
Mark Foster

Title: COO

Date: December 17, 2020

Board Report No: 20-0624-RS1, as amended

Approved as to legal form:   

DocuSigned by:
Joseph T. Moriarty
Joseph T. Moriarty, General Counsel

ATTACHMENTS:

SCHEDULE 1: Monthly Base Payment Installments

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SCHEDULE 1

MONTHLY BASE PAYMENT INSTALLMENTS

| Number of Vehicles | Total Monthly Base Payment | September Base Payment | October Base Payment | November Base Payment | December Base Payment | January Base Payment |
|---------------------------|-----------------------------------|-------------------------------|-----------------------------|------------------------------|------------------------------|-----------------------------|
| 69 | \$1,045,894.50 | \$206,746.59 | \$255,392.84 | \$182,423.46 | \$170,261.90 | \$231,069.71 |