

THIS AGREEMENT SHALL BE POSTED ON THE CPS WEBSITE.

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

Cook-DuPage Transportation Company, Inc.

This Second Amendment to the Para Transit and Alternate Modes of Student Transportation Services Agreement (“**Second Amendment**”) is effective as of the 1st day of February, 2021 (“**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) as amended by that certain First Amendment to the Para Transit and Alternate Modes of Student Transportation Services Agreement dated September 8, 2020 (“**First Amendment**”) (authorized by Board Report No. 20-0624-RS1). The Original Agreement and the First Amendment shall be collectively referred to herein as the “**Existing Agreement**”.

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 Existing Agreement to continue to address payments to Vendor for the extended period beginning on February 1, 2021 and continuing through February 26, 2021, 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 Existing Agreement and this Second Amendment shall be collectively referred to herein as the “**Agreement**”.

NOW, THEREFORE, in consideration of the foregoing, which are incorporated into and made a part of this Second 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 Second Amendment, and not defined herein, shall have the same definition as set forth in the Existing Agreement.
2. **Second Amendment Period:** This Second Amendment shall become effective on February 1, 2021 and continue through February 26, 2021 (“**Second Amendment Period**”), unless terminated sooner as provided in the Existing Agreement.
3. **Amended Services:** During the Second Amendment Period, Section 3 of the Existing Agreement is hereby amended by adding the following paragraph at the end of that Section:

Notwithstanding the foregoing, during the Second 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 Second Amendment

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Period, Vendor shall return to providing the Services as described in the Scope of Services attached to the Original Agreement as Exhibit A.

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

D. Second Amendment Period Invoicing and Payment. During the Second Amendment Period, if Vendor's Services do not exceed the Minimum Utilization, Vendor's minimum billing will be a monthly amount from February 1, 2021 through February 26, 2021 ("**February Payment**"), which reflects forty percent (40%) of Vendor's previously projected revenue for that month during the Second Amendment Period, based on projections of Vendor delivering Services under the Original Agreement utilizing 69 vehicles. As a condition of the February 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 Second Amendment Period.

In addition to the February Payment, if during the Second 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 February Payment and any Route Payments are collectively the "**Winter 2021 Payments**". Vendor shall provide a monthly invoice to the Board on the fifteenth (15th) day of the following month for the Winter 2021 Payments, reflecting, as applicable, the February Payment and Route Payments payable to Vendor for the preceding month.

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

Following the Second 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 Second Amendment Period only with respect to the February 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 Second 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 Second 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

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and that this Second Amendment is subject to reporting requirements under 105 ILCS 5/10-20.44. Vendor further acknowledges that this Second Amendment shall be posted on the Board's website at www.cps.edu.

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

9. Counterparts and Electronic Signatures: This Second Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.

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IN WITNESS WHEREOF, the parties hereto have caused this Second 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:
Jonathan Maples
By: _____
Jonathan Maples
Chief Procurement Officer

March 15, 2021
Date: _____

COOK-DUPAGE TRANSPORTATION COMPANY, INC

DocuSigned by:
Mark Foster
By: _____
Name: Mark Foster

Title: COO
Date: February 22, 2021

Board Report No: 21-0127-RS1

Approved as to legal form: DS
AR DS
JG DS
LB

DocuSigned by:
Joseph T. Moriarty

Joseph T. Moriarty, General Counsel