

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

AGREEMENT EXERCISING THE THIRD AND FINAL OPTION TO RENEW THE CONTRACT FOR CONSTRUCTION MANAGEMENT SOFTWARE AND RELATED SERVICES
e-BUILDER, INC.

This Agreement Exercising the Third and Final Option to Renew the Contract For Construction Management Software And Related Services (“**Third Renewal Agreement**”) is entered into as of the 14th day of June, 2022 (“**Effective Date**”), 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 e-BUILDER, Inc. (“**e-Builder**”), with its principal place of business at 13450 W. Sunrise Blvd., Suite 600, Sunrise Florida 3323.

RECITALS:

- A. The Board and e-Builder entered into that certain Contract For Construction Management Software And Related Services, for an original term commencing June 14, 2017 and continuing through June 13, 2020, with the Board having three (3) options to renew for periods of one (1) year each (the “**Original Agreement**”);
- B. The Original Agreement was amended by that certain First Amendment To Contract For Construction Management Software And Related Services with an Effective Date as of September 26, 2018 (“**First Amendment**”) to add additional Services and increase the Maximum Compensation Amount, as is more fully set forth therein. The Original Agreement, as amended by the First Amendment, are collectively referred to as the “**Amended Agreement**;”
- C. The Board and e-Builder exercised the first and second options (being the “**First and Second Option Periods**” respectively) to renew the Amended Agreement for a combined period of two (2) years with an Effective Date as of June 14, 2020, and e-Builder accepted those options to renew on the terms and conditions set forth therein. The Amended Agreement and that First Renewal Agreement are collectively referred to as the “**Existing Agreement**;”
- D. The Board and e-Builder now wish to exercise the third and final option to renew the Existing Agreement upon the terms and conditions as set forth in this Third Renewal Agreement, and Vendor accepts this Third Renewal Agreement on the terms and conditions hereinafter set forth. The Existing Agreement and this Third Renewal Agreement are collectively referred to as the “**Agreement**”

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

- 1. **Incorporation of Recitals**: The matters recited above are hereby incorporated into and made a part of this Third Renewal Agreement.
- 2. **Definitions**: Any and all capitalized terms contained in this Third Renewal Agreement, and not defined herein, shall have the definition(s) as set forth in the Existing Agreement.
- 3. **Third Renewal Term**: The parties hereby renew the Existing Agreement for a term commencing on June 14, 2022 and continuing through June 13, 2023 (“**Third Renewal Term**”), unless terminated sooner as provided in the Agreement. The Board has no remaining options to renew the Agreement after the Third Renewal Term.
- 4. **Scope of Services**: During the Third Renewal Term, e-Builder shall continue to provide the Services and Software as described in the Existing Agreement.

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5. **Compensation:** The total maximum compensation payable to e-Builder during the Third Renewal Term shall not exceed the amount stated in the Board Report, cited on the signature page of this Third Renewal Agreement, as may be amended (the “**Total Maximum Compensation**”). It is understood and agreed that the Total Maximum Compensation referenced above is a ‘not-to exceed amount’ and is not a guaranteed payment. It is inclusive of all reimbursables as may be permitted by Exhibit A-1. Compensation shall be based on actual Services performed during the Third Renewal Term and the Board shall not be obligated to pay for any Services not in compliance with the Agreement. In the event that the Third Renewal Term is terminated early pursuant to Section 8.1. Existing Agreement, such termination shall be handled in accordance with the agreed upon termination provisions found in said Section 8.1 of the Original Agreement for the Third Renewal Period.
6. **Freedom of Information Act:** Vendor acknowledges that this Third Renewal Agreement 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), subject to any permitted exceptions asserted by Vendor, and any other comparable state and federal laws and that this Third Renewal Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Vendor further acknowledges that this Third Renewal Agreement shall be posted on the Board’s website at www.cps.edu.
7. **Agreement:** Except as expressly provided in this Third Renewal Agreement, all terms and conditions of the Original Agreement shall remain in full force and effect during the Third Renewal Term.
8. **Counterparts and Electronic Signatures:** This Third Renewal Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document. A signature delivered by facsimile or other electronic means shall be considered binding on both parties.
9. **Board Approval:** This Third Renewal Agreement is subject to approval by the members of the Board of Education of the City of Chicago.

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IN WITNESS WHEREOF, the parties have caused this Third Renewal Agreement to be executed by their duly authorized representatives as of the Effective Date.

**BOARD OF EDUCATION
OF THE CITY OF CHICAGO**

DS
✓/k

e-BUILDER, INC.

DocuSigned by:
Miguel del Valle
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By: _____
Miguel del Valle, President

DocuSigned by:
Carlos Abaunza
3FE2AD6A15C4CA
By: _____
Name: _____

Title: Legal Director

Date: 5/12/2022

DocuSigned by:
Estela Beltran
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Attest: _____
Estela G. Beltran, Secretary

Date: May 17, 2022

DocuSigned by:
Pedro Martinez
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By: _____
Pedro Martinez, Chief Executive Officer

Board Report No. 17-0125-PR7; 20-0422-PR6; 22-0427-PR7

Approved as to Legal Form: DS JF DS ES DS ✓/k

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