

**33395**  
**ADOPTED – BOARD OF TRUSTEES**  
**COMMUNITY COLLEGE DISTRICT NO. 508**  
**FEBRUARY 1, 2018**

**BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508**  
**COUNTY OF COOK AND STATE OF ILLINOIS**

**CONSULTING SERVICES**  
**FTI CONSULTING**  
**OFFICE OF THE GENERAL COUNSEL**  
**DISTRICT WIDE**

**THE CHANCELLOR RECOMMENDS:**

that the Board of Trustees authorizes the Chair to execute an agreement with FTI Consulting to provide consulting services for a period of eighteen months commencing no earlier than February 1, 2018 at a total cost not to exceed \$250,000.

**VENDOR:** FTI Consulting  
227 W. Monroe, Suite 900  
Chicago, IL 60606

**USER:** District Wide

**TERM:**

The term of the agreement shall commence no earlier than February 1, 2018 and will continue through August 1, 2019.

**SCOPE OF SERVICES:**

FTI Consulting (FTI) will provide to the District and outside counsel expert analysis and opinions and may also be called upon to provide construction project expertise in litigation or arbitrations related to construction work performed or to be performed on behalf of the District. The services will include the review of documents and other records of work performed, interviews of key witnesses with counsel, and meetings with counsel to provide opinions on the actual costs incurred for certain projects. FTI may also provide opinions on the efficiency and sequencing of work. FTI will provide expert advice on an ongoing basis to the District and outside counsel, while maintaining the applicable privileges for consulting experts. FTI agrees that if asked by counsel, its written reports may be used in the litigation or arbitrations and that it will provide expert testimony in such litigation or arbitrations, as well as may be required in other related litigation or arbitrations.

**BENEFIT TO CITY COLLEGES OF CHICAGO:**

FTI will assist in the preparation of pending or potential litigation.

**VENDOR SELECTION CRITERIA:**

FTI was selected based upon the high degree of professional skill necessary for these services and is therefore, pursuant to State law, exempt from the District's competitive bidding requirements.

**MBE/WBE COMPLIANCE:**

The Office of Contract Compliance has reviewed the proposed agreement and recommends a waiver of the Board Approved Participation Plan due to the nature of the services (litigation consultation) and the absence of subcontracting opportunities.

**GENERAL CONDITIONS:**

Inspector General – It shall be the duty of each party to the agreement to cooperate with the Inspector General for City Colleges of Chicago in any investigation conducted pursuant to the Inspector General's authority under Article 2, Section 2.7.4(b) of the Board Bylaws.

Ethics – It shall be the duty of each party to the agreement to comply with the applicable provisions of the Board's Ethics Policy adopted January 7, 1993, and as amended by the Board.

Contingent Liability – Pursuant to Section 7-14 of the Illinois Public Community College Act, all agreements authorized herein shall contain a clause that any expenditure beyond the current fiscal year is subject to appropriation in the subsequent fiscal year.

**FINANCIAL:**

**Total:** \$250,000

**Charge to:** Office of the General Counsel

**Source of Funds:** Capital Fund

**FY18:** 530000-92015-3005031-70000

**Respectfully submitted,**

**Juan Salgado**  
**Chancellor**

**February 1, 2018 – Office of the General Counsel**