

AMEND BOARD REPORT 00-0628-PR6 APPROVED ON JUNE 28, 2000
RATIFY ENTERING INTO AN AGREEMENT WITH BOVIS MANAGEMENT GROUP
FOR CONSTRUCTION MANAGEMENT SERVICES FOR NEW CONSTRUCTION

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify entering into an agreement with Bovis Management Group to provide construction management services for new construction the Capital Improvement Program in the Department of Operations at a cost not to exceed \$2,600,000 for the first year and ~~\$2,600,000~~ \$9,100,000 for the second year. Bovis Management Group was selected pursuant to duly advertised RFP. A written agreement for Bovis Management Group services is currently being negotiated. No payment shall be made to Bovis Management Group prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This amendment is necessary to increase the dollar amount of the contract by \$6,500,000 due to an increased amount of construction management services required by the Department Operations. A written amendment to the agreement is currently being negotiated. No payment for any additional services shall be made to Consultant prior to the execution of the written amendment. The authority granted in this amended Board Report shall automatically rescind in the event a written agreement is not executed within 60 days of the date of this Board Report.

SPECIFICATION NO: 00-250201

CONSULTANT: Bovis Management Group
200 West Hubbard
Chicago, Illinois 60610
Contact Person: Jeffrey L. Artfsen
312-245-1000
Vendor # 24001

USER: Department of Operations
125 South Clark
Timothy Martin
(773) 553-2900

TERM: The term of this agreement shall commence on June 1, 2000 and shall end May 31, 2002. This agreement shall have two options to renew for periods of one year each.

SCOPE OF SERVICES: Bovis Management Group shall render the following construction management services to perform for new construction in the Capital Improvement Program:

Provide pre-construction and construction services. Review contract documents, construction methods, schedules, and budgets during the design and construction phase. Provide coordination, oversight, the administration of the construction process, including cost, schedules, quality of work and timeliness of work for each project in accordance with the Construction Management Services Agreement, which includes but is not limited to: provide written monthly status reports, including completed project photos, contract award, percent complete of ongoing projects, anticipated completion dates, problems, budgets, budget concerns. Prepare an operation plans for projects to ensure that projects are completed on time and within program budget and coordinate construction activities with contractors and schools including construction sequence and site space assignments. Provide written recommendations during the design phases relative to feasibility of construction methods, availability of materials and labor, labor shortages, time requirements for procurement, installation and construction, factors related to construction cost including but not limited to: cost of alternative designs or materials, preliminary budgets, and possible economies. Perform construction cost estimates at 50% and 90% design and as needed for comparison against managing architect, architect of record estimates, and program budget. Coordinate and expedite the ordering and the delivery of materials, shop drawing reviews, and other submittals. Select, retain, and coordinate the professional services of special consultants and testing laboratories for required projects. Develop and establish bidding schedules. Prepare and issue bid documents for multiple prime and/or trade contracts. Coordinate bidding, issue addenda, conduct pre-bid conferences with prospective bidders, make recommendations

for award or rejection, and maintain record of bid information. Schedule and conduct all pre-construction and construction site meetings providing meeting minutes. Monitor the performance of all general contractors, rate performance, update schedules and cost during construction. Review and process pay applications and final payments. Request interpretations of drawings and specifications, review construction and contract changes, negotiate prices and monitor construction changes in contract and change orders. Review, evaluate, and document claims. Monitor the delivery, storage, protection and security of Board purchases, materials, systems, and equipment relative to projects. Observe with architect of record, the contractor's final testing and start-up of equipment, operational systems, and training of Board personnel. Prepare and document the execution and correction of the preliminary and final punch list items with the architect of record. Maintain daily logs and weekly summary reports on projects. Assist architect of record and contractor in coordination with all city and state agencies and obtaining building permits, certificate of occupancy and fire system approvals. Manage multiple prime and/or trade contractors. Bovis will provide additional services as construction manager relative to the Ameritech low voltage work, e-rate program coordination, PBC projects for CPS construction, and additional new construction projects not included in the original board report funding estimate.

DELIVERABLES: Bovis Management Group shall deliver construction manager services to the Office of Operations for the implementation of new schools and additions to existing facilities, including tie-ins to the facilities.

OUTCOMES: The construction manager services shall result in the management of all design and construction cost for the Office of Operation's Capital Improvement Program.

COMPENSATION: Bovis Management Group shall be compensated for services shall be based upon actual payroll rate times an approved multiplier for actual overhead, burden, and profit, not to exceed 2.5. Authorization requests shall be submitted to, and approved by, the Program Manager (PM) and the Office of Operations for all services performed. The maximum compensation payable to Bovis during year one of the agreement shall not exceed \$2,600,000 and during year two of the agreement shall not exceed ~~\$2,600,000~~ \$9,100,000.

REIMBURSABLE EXPENSES: Bovis Management Group shall be reimbursed for the following expenses: Transportation expenses for personal or company vehicles when used for travel to project sites only and required meetings outside of the CIP Program Management office; reproduction charges; remote telephone usage, and pagers; office expenses including office space, furnishings, computers, copiers, printers, office supplies, and materials for Consultant's personnel located within the CIP Program Management Office. The total compensation amount reflected herein is inclusive of all reimbursable expenses.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement.

AFFIRMATIVE ACTION: This contract is in compliance with the goals of the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE Plan). M/WBE Participation: 35% Total MBE, 23% Black, 10% Hispanic, 2% Asian, and 5% WBE.

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL:	Charge to Office of Operation: \$2,600,000	Fiscal Year: 2001
	Budget Classification: 0944-477-000-9040-5400	
	Source of Funds: Capital Improvement Program	
	<u>Charge to Office of Operation: \$9,100,000</u>	<u>Fiscal Year: FY02</u>
	<u>Budget Classification: 0944-492-000-9040-5400</u>	
	<u>Source of Funds: Capital Improvement Program</u>	

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.


Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted July 26, 1995 (95-0726-EX3), as amended from time to time, shall be incorporated into and made a part of the agreement.

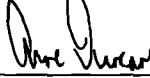
Ethics – The Board's Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:


 Natalye Paquin
 Chief Purchasing Officer

Approved:


 Arne Duncan
 Chief Executive Officer

Within Appropriation:


 Kenneth C. Gotsch
 Chief Fiscal Officer

Approved as to legal form:


 Marilyn F. Johnson
 General Counsel