

**AMEND BOARD REPORT 00-0426-PR12 APPROVED ON APRIL 26, 2000
APPROVE ENTERING INTO AN AGREEMENT WITH LCM ARCHITECTS LLC
FOR MANAGING ARCHITECT/ ENGINEER FOR ADA SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with LCM Architect LLC to provide managing architect/engineer services for ADA improvements to the Department of Operations at a cost not to exceed \$500,000 for the first year and ~~\$500,000~~ \$950,000 for the second year. LCM Architect LLC was selected pursuant to a RFP. LCM Architect LLC has previously provided Managing Architect/Engineering services for the Office of Operations through the Capital Improvement Program. A written agreement for LCM Architects LLC's services is currently being negotiated. No payment shall be made to LCM Architect LLC 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 60 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 \$450,000 for consultant to provide additional services not included in the original scope of services. 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.: 00-250407

CONSULTANT: LCM Architects LLC (ADA)
819 South Wabash Ave
Chicago, Illinois 60605
Jack H. Catlin
(312) 913-1717 ext. 230
Vendor No: 35727

USER: Department of Operations
125 South Clark- 16th Floor
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: Consultant shall render the following managing architect/engineer services for ADA work in the Capital Improvement Program:

Selecting, reviewing, retaining, and coordinating the professional services of Architect of Record (AOR), surveyors, special consultants, and geo-technical laboratories required for the project, when requested. Manage the AOR services and administer the design of their projects. Prepare, review, and provide all designs, including all demolition, site development, furniture, fixtures and equipment construction documents, prior to transferring packages based on the program requirements, schedule, budget and scope of work. Perform peer review of construction documents prepared by the AOR. Perform assessments of the condition of schools and systems. Prepare and deliver CAD files of each existing school as a part of the transfer package to each AOR and maintain all databases and information contained in each document. Coordinate activities with the Program Manager and Construction Manager. Attend project design meetings, provide monthly progress reports, develop the project schedule, and coordinate the services provided by the AOR and its sub-consultants. Prepare and make presentations to

explain the design elements of the project to the PM, principals, Local School Councils (LSC), elected officials, and the Board, including site plans, floor plans, and elevations. LCM Architects LLC will provide ADA managing services for the Department of Operations. Assess and rank schools for accessibility improvements according to appropriate ADA standards, develop programs of architectural and non-architectural corrective actions to bring schools into compliance with the program accessibility requirements to Title II of the American with Disabilities Act (ADA). Provide technical assistance to architects and other consultants during design and construction for all Capital Improvement Projects and, O&M projects. Provide instruction for non-architectural requirements for principals and special education staff, and consult with CPS management in the Departments of Operations, Schools and Regions, and Special Education to develop appropriate policies for ADA Title II compliance. ADA compliance includes: 1) Compliance Plans and OCR Magnet Schools; 2) Plan review for all new construction, annexes, and additions; 3) Emergency Projects, including technical assistance regarding the ADA, Illinois Accessibility Code (IAC), and other accessibility requirements, policy analysis, accessibility surveys and recommendation for special projects at CPS, as requested by CPS management. LCM will provide additional services in the preparation of reports and negotiations necessary to determine which schools should be included in the ADA renovations program. The consultant will meet with the Department of Operations, appropriate government regulators and activist groups relative to how the ADA portion of the program will be implemented.

Provide design services shall include civil, structural, and mechanical and electrical engineering services in addition to the architectural components. Review the scope of work, submit all documents for review and approval to all City of Chicago, coordinate with the CPS attorney and furnish all required documents to obtain all federal, state and city approvals.

DELIVERABLES: LCM Architect LLC shall deliver managing architect/engineering services to the Office of Operations for the preparations of 30% construction drawings and 50% for new schools for transfer to the AOR. Consultant will deliver ADA Renovation Report that outline specific steps to be implemented relative to the community needs and CIP budget constraints.

OUTCOMES: Consultant's services shall result in the management of design for ADA projects as a part of the Office of Operation's Capital Improvement Program.

COMPENSATION: LCM Architect LLC shall be compensated for services not to exceed 1.75% of the Board's approved construction cost for a project, estimated at the time of Transfer Package and including only those projects or LCM Architects LLC are directly involved in the design development and peer review. Where additional services are required by the Board, LCM Architects LLC shall be paid based upon actual payroll rate times and approved multiplier for actual overhead burden and profit, not to exceed 2.50%. LCM Architect LLC shall be paid as follows not to exceed \$500,000, for the first year and ~~\$500,000~~ \$950,000 for the second year.

REIMBURSABLE EXPENSES: LCM Architects LLC, shall also 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: As a condition of this award, this firm agrees to comply with the provisions of the Revised Remedial Plan for M/WBE Economic Participation and agrees to make every effort to achieve full compliance with the goals for this program. The M/WBE goals for this program/project are: 35% Total MBE, 22% Black, 10% Hispanic, 2% Asian and 5% WBE.

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

FINANCIAL: Charge to Department of Operations: \$470,000 Fiscal Year: 2000
Budget Classification: 0944-476-000-9316-5400
Source of Funds: Capital Improvement

Charge to Department of Human Resources: \$30,000 Fiscal Year: 2000
Budget Classification: 0710-210-004-1001-5410
Source of Funds: Local funds

Charge to Department of Operations: \$950,000 Fiscal Year: FY02
Budget Classification: 0944-492-000-9316-5400
Source of Funds: Capital Funds

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.

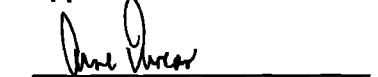
Ethics – The Board's Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made a part of the agreement.

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