

**APPROVE THE RENEWAL OF THE EXISTING AGREEMENT WITH LCM ARCHITECTS LLC FOR
MANAGING ARCHITECT/ENGINEER FOR SERVICES FOR ADA IMPROVEMENTS**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the renewal of the existing agreement with LCM Architects LLC to provide managing architect/engineer services for ADA improvements to the Department of Operations at a cost for the renewal period not to exceed \$1,023,501.00. A written renewal agreement for LCM Architects LLC's services is currently being negotiated. No payment shall be made to LCM Architects LLC during the renewal period prior to the execution of the written renewal agreement. The authority granted herein shall automatically rescind in the event a written renewal agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this renewal agreement is stated below.

SPECIFICATION No.: 00-250407

CONSULTANT: LCM Architects LLC
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 Floors
Sean P. Murphy
(773) 553-2900

ORIGINAL AGREEMENT: The original agreement (authorized by Board Report 00-0426-PR12, as amended by Board Report 01-0725-PR41), is for a term commencing June 1, 2000 and ending May 31, 2002, with the Board having two options to renew for periods of one year each. The original agreement was extended commencing June 1, 2002 and ending May 31, 2003 pursuant to Board Report 02-0626-PR08. The original agreement was further extended commencing June 1, 2003 and ending December 31, 2003 pursuant to Board Report 03-0527-PR16. The original agreement was awarded pursuant to a duly advertised Request for Proposals (Specification No. 00-250407).

RENEWAL PERIOD: The agreement shall be renewed for a term commencing January 1, 2004 and ending no less than 3 months and no more than 6 months there after, upon 30 days notice of termination by the Board.

SCOPE OF SERVICES: Consultant shall continue to 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 including 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 Architects LLC shall continue to deliver managing architect/engineering services to the Department of Operations for the preparation of 30% construction drawings and 50% for new schools for transfer to the AOR. Consultant will deliver ADA Renovation Report that outlines specific steps to be implemented relative to the community needs and CIP budget constraints.

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

COMPENSATION: The maximum compensation payable to LCM Architects LLC during this renewal period shall not exceed \$1,023,501.00.

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

AFFIRMATIVE ACTION: Based upon a review and analysis of the vendor's compliance with the M/WBE goals from the initial contract term, this contract is in full compliance with the original M/WBE participation goals required by the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE Plan). The original M/WBE participation goals for the contract include: 35% total MBE; 22% total African-American; 12% Hispanic; 2% Asian; and 5% total WBE.

The vendor has identified and scheduled the following M/WBE firms and percentages.

Total MBE 36%

Total African-American 22%

Nia Architects 1130 S. Wabash suite 200 Chicago, Illinois 60605	12%	certified until June 30, 2003
 Kevin T. Jones 815 E. Drexel Sq. Dr. Unit 3 Chicago, Illinois 60615	 10%	 independent contractor

Total Hispanic 14%

Salse Engineering 7% certified until December 31, 2003
 3370 Commercial Ave.
 Northbrook, Illinois 60062

IRI/CEPCO 7% certified until April 1, 2004
 1 E. Wacker Dr. suite 3322
 Chicago, Illinois 60601

Total Asian 0%**Total WBE 6%**

Maureen Reagan Architects Ltd. 5% certified until November 30, 2003
 3336 W. Wellington Ave. suite 905
 Chicago, Illinois 60657

Kathleen C. Yannias 1% independent contractor
 174 N. Elmwood Ave.
 Oak park, Illinois 60302

Hydro-Thermo-Poner, Inc. 1% certified until November 30, 2007
 150 N. Michigan suite 3240
 Chicago, IL 60601

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

FINANCIAL: Charge to Department of Operations: \$1,023,501.00 Fiscal Year: FY04
 Budget Classification: 0944-458-000-9316-5410
 Source of Funds: Capital Improvement

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.

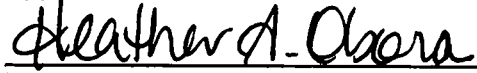
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

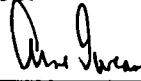
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



Heather A. Obora
Chief Purchasing Officer

Approved:



Arne Duncan
Chief Executive Officer

Within Appropriation:



John Maiorca
Chief Financial Officer

Approved as to legal form:



Ruth Moscovitch
General Counsel