

RATIFY THE RENEWAL OF THE EXISTING AGREEMENT WITH PMA CONSULTANTS LLC FOR CONSTRUCTION MANAGEMENT SERVICES FOR COST CONTROL

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify the renewal of the existing agreement with PMA Consultants LLC to provide construction management services for cost control for the Capital Improvement Program in the Department of Operations at a cost for the renewal period not to exceed \$250,000. A written renewal agreement is currently being negotiated. No payment shall be made to PMA Consultants 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: 00-250201

VENDOR: PMA Consultants LLC
333 W. Wacker Drive -Suite 880
Chicago, IL 60606
Contact Person: Philip J. Spittler
312-920-0404
Vendor # 30975

USER: Department of Operations
125 South Clark
Sean P. Murphy
(773) 553-2900

ORIGINAL AGREEMENT: The original agreement (authorized by Board Report 00-0628-PR8, as amended by Board Report 01-0725-PR3), 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 for a term commencing June 1, 2002 and ending May 31, 2003 (authorized by Board Report 02-0626-PR16), as further extended for a term commencing June 1, 2003 and ending December 31, 2003 (authorized by Board Report 03-0527-PR20), and as further extended for a term commencing January 1, 2004 and ending no less than 3 months and no more than 6 months thereafter (authorized by Board Report 03-1217-PR13). The original agreement was awarded on a competitive basis pursuant to a duly advertised Request for Proposal (Specification No. 00-250201).

RENEWAL PERIOD: The agreement shall be renewed for a term commencing July 1, 2004 and ending September 30, 2004.

SCOPE OF SERVICES: PMA Consultants LLC shall continue to render the following construction cost control services for the Capital Improvement Program:

Review invoices and change orders for processing and reporting for the Capital Program. Review invoices for compliance issues - funds allocation, signature, contract number, school identification, and mathematic compilations, supporting backup information, waivers, and reimbursable items. Enter information into tracking log maintaining accurate and current status of invoices. Review estimates related to project cost, invoices, and change orders. Maintain and manage a database of change orders, invoices, and request corrective action from vendors when invoices and change orders are deficient. Submit change orders and invoices to the Board for final approval and payment. Distribute reports to program team, as required to maintain status issues.

DELIVERABLES: PMA Consultants LLC shall continue to deliver construction cost control services to the Department of Operations for controlling costs and the processing of change orders and invoices.

OUTCOMES: These services shall continue to result in cost control methods and measures for the Department of Operation's Capital Improvement Program.

COMPENSATION: The maximum compensation payable to PMA during this renewal period shall not exceed \$250,000.

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 35%

Total African-American 23%

Brown and Momen Inc. 823 East Drexel Square Chicago, Illinois 60615	23%	certified until January 31, 2004
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Total Hispanic 10%

Urban Assets of Illinois, Inc. 980 N. Michigan Ave. suite 1810 Chicago, Illinois 60611	10%	certified until July 31, 2004
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Total Asian 2%

Vistara Construction Services, Inc. 728 W. Jackson Blvd. Suite 402 Chicago, Illinois 60661	2%	certified until May 31, 2004
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Total WBE 5%

DSI and Associates, Inc. 621 Plainfield Rd. suite 105 Willowbrook, Illinois 60521	5%	certified until November 30, 2003
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LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL: Charge to Office of Operation: \$250,000 Fiscal Year: FY-05
Budget Classification: 0944-458-000-9316-5410
Source of Funds: Capital Improvement Program

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.

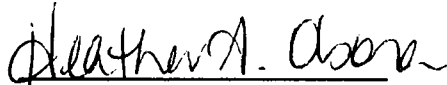
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

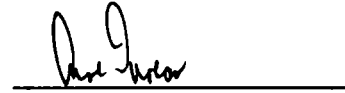
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

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