

AMEND BOARD REPORT 09-0422-PR5
AMEND BOARD REPORT 08-0924-PR7

APPROVE EXERCISING THE SECOND OPTION TO EXTEND THE AGREEMENT WITH CHICAGO SCHOOL ASSOCIATES (CSA) FOR THE PROGRAM MANAGEMENT SERVICES FOR THE CAPITAL IMPROVEMENT PROGRAM

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the option to extend the agreement with Chicago School Associates (CSA), a joint venture, to provide program management services to Department of Facility Operations and Maintenance at a cost for the option period not to exceed \$13,721,275.06. A written document exercising this option is currently being negotiated. No payment shall be made to Consultant during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

This amendment is necessary to (i) approve an increase in the funding by \$3,600,000 to fund additional program management and design management services provided by CSA, JOC program costs (Gordian Group), and playground pilot program management, student salaries, rental equipment, and other related costs and (ii) ratify and approve payment for acquisition of services and equipment by CSA on behalf of the Board (for the vendors and in the amounts set forth below) in an aggregated amount of \$2,621,275.06. CSA is hereby directed to pay such amounts to these vendors. For the Playlots program: Allied Waste-\$24,775.23; Henry Frek Son-\$68,797.26; Home Depot-\$7,060.84; NuToys-\$2,075,732.12; Ozinga-\$6,807.15; Positioning Solution-\$8,318.30; Rosario Consulting-\$264,460.08 and Wirtz Rentals-\$32,863.07. For pass through for management services: Concord Group-\$132,461.01. Additional playground equipment will be purchased by the Public Building Commission. A written amendment to the agreement is required. No payment shall be made above the previously authorized amount prior to execution of the written amendment. The authority granted herein shall automatically rescind in the event the written amendment is not executed within 90 days of the date of this amended Board Report.

This August 2009 amendment is necessary to extend the term of the agreement to January 31, 2010. No additional funds are needed for this extension. A written amendment to the second renewal agreement is required to change the end date. No payment shall be made for services rendered after September 30, 2009 prior to the execution of the written amendment. The authority granted herein shall automatically rescind in the event a written amendment is not executed within 90 days of the date of this amended Board Report. Information pertinent to this amendment is stated below.

VENDOR:

1)
Chicago School Associates
303 E. Wacker Dr., Suite 600
Chicago, IL 60601-0000
Anthony Bouchard
312-938-0300

Vendor # 29459

USER:

Facility Operations & Maintenance
125 South Clark Street 16th Floor
Chicago, IL 60603
Patricia L. Taylor
773-553-2900

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 04-0922-PR6) in the amount of \$15,000,000.00 is for a term commencing October 1, 2004 and ending September 30, 2007, with the Board having 2 options to renew for 12 months each. The Agreement was extended (authorized by Board Report 07-0926-PR3) for a term commencing October 1, 2007 and ending September 30, 2008. The original agreement was awarded on a competitive basis pursuant to duly advertised Request for Proposal (Specification # 04-2500080).

OPTION PERIOD:

The term of this agreement is being extended for ~~one-year~~ 16 months commencing October 1, 2008 and ending ~~September 30, 2009~~ January 31, 2010.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Consultant will continue to provide program management services as follows:
Coordinate with Chicago Public School senior management staff and develop a long term capital improvement plan.
Develop annual budgets for the Board consideration that reflect this plan.
Coordinate all proposed projects and develop an implementation plan and preliminary schedule.
Provide overall cost control, accounting and successful completion of all CPS CIP projects.
Establish a CPS CIP that meets the educational and financial requirements of the Board.
Oversee the updating and maintenance of CPS CIP database and reporting function.
Oversee design management services.
Operate and manage a Playground Pilot program to be staff by paid CPS students.
Design the playgrounds using the current standards.
Work with the equipment supplier to determine the actual needs for each playground.
Relay the final order information to the PBC.
Coordinate the schedule for delivery of equipment and soft surface installation for each playground.

DELIVERABLES:

Consultant will continue to provide full oversight, accountability and reporting for the Capital Improvement program and prepare the annual operating, and capital expenditure budget relating to the services provided under the Program Management Services Agreements.

OUTCOMES:

Consultant's services will continue to result in the Capital Improvement Program operating in an efficient manner in the best interest of the Board.

COMPENSATION:

Consultant shall be paid during this option period in accordance with the rates set forth in the contract; not to exceed the sum of \$13,721,275.06.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document and amendment. Authorize the President and Secretary to execute the option document and amendment. Authorize Chief Operating Officer to execute all ancillary documents required to administer or effectuate this option agreement and amendment.

AFFIRMATIVE ACTION:

This contract is precluded from M/WBE review for continued contract performance. Chicago School Associates will receive payments for the Playground Playlots Program and pay various subcontractors, including the Latino consulting firm, Rosario Consulting, for managing a diverse group of students and providing oversight on all the design of the playlot program.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Facilities: \$13,721,275.06 FY09/10

Source of Funds: Capital Funds

12150-499-54105-009422-000000-2009	\$5,221,275.06
12150-499-54105-009422-000000-2010	\$8,500,000.00

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.

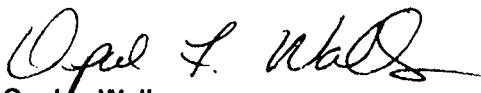
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), 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:



Opal L. Walls
Chief Purchasing Officer

Within Appropriation:



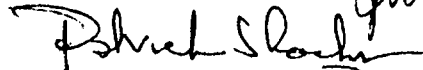
PEDRO MARTINEZ
Chief Financial Officer

Approved:



Ron Huberman
Chief Executive Officer

Approved as to Legal Form:



PATRICK J. ROCKS
General Counsel