APPROVE ENTERING INTO AN AGREEMENT WITH JACOBS PROJECT MANAGEMENT COMPANY FOR PROJECT DIRECTOR SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Jacobs Project Management Company to provide project director services to Department of Operations at a total cost not to exceed \$7,545,284. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to 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.

Specification Number: 11-250046

Contract Administrator: Matthews, Ms. Trineda L. / 773-553-2280

VENDOR:

1) Vendor # 67331
JACOBS PROJECT MANAGEMENT
COMPANY (JPMCO)
ONE NORTH FRANKLIN, STE 1125
CHICAGO, IL 60661
James E. McLean
312 675-3038
312-384-6369

USER INFORMATION:

Contact:

11860 - Facility Operations & Maintenance

125 South Clark Street 16th Floor

Chicago, IL 60603

Taylor, Ms. Patricia L

773-553-2960

TERM:

The term of this agreement shall commence upon execution and shall end December 31, 2013. This agreement shall have three (3) options to renew for periods of 12 months each.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with 30 days written notice.

SCOPE OF SERVICES:

Jacobs Project Management Company, as Project Director ("PD"), will provide the following:
Liaising between the various Board Departments and Schools to provide continuity and communication
during the design, pre-construction, construction, close-out and warranty periods. The PD will be the main
contact person for the school Principal during the project and, as such, will be responsible for the overall

schedule and budget for the project (scoping, design, permitting, construction and close-out);
Developing, and maintaining a good working relationship with the school Principals and other stakeholders. PD shall meet with each school principal once a week at a set time to understand the needs of the school:

Coordinating sign-offs during the design, construction and warranty periods;

Translating design documents and transfer packages into basic documents easily for the principals to understand:

Developing and maintaining a lesson-learn program to institute a program of continuous improvement; and

Meeting with CIP Management Team once a week in the Monday morning CIP coordination meetings.

DELIVERABLES:

Vendor will provide pre-construction and construction services, along with an operation plan, review of contract documents and construction methods, schedules and budgets for each Project.

OUTCOMES:

Vendor's services will result in the effective project management of construction projects for the Capital Improvement Program.

COMPENSATION:

Vendor shall be paid as follows: in accordance with rates set forth in the contract, not to exceed the sum of \$7,545,284, inclusive of reimbursable expenses.

REIMBURSABLE EXPENSES:

Vendor shall be reimbursed for direct Project expenses related solely to Project activities based upon actual expenses incurred with support documentation, without any administrative or handling charge, and shall be limited to transportation (mileage, parking), reproduction, phone services and such other reimbursable expenses specifically set forth in the contract.

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. Authorize Chief Operating Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts (M/WBE Program) this contract is in full compliance with the participation goals of 35% MBE and 5% WBE.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Operations: \$7,545,284 Source of Funds: Capital Funds

FY13 and FY14 funding is contingent upon budget appropriation and approval.

12150-477-56310-253544-000000-2010-\$1,143,915-FY12 12150-482-56310-009522-610000-2011-\$4,289,134-FY13 12150-482-56310-009522-000000-2012-\$2,112,234-FY14

CFDA#: Not Applicable

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 May 25, 2011 (11-0525-PO2), 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).

11/202

Approved for Consideration:

OPAL L. WALLS
Chief Purchasing Officer

Within Appropriation:

DAVID G. WATKINS
Chief Financial Officer

Approved:

JEAN-CLAUDE BRIZARD
Chief Executive Officer

Approved as to Legal Form:

PATRICK J. ROCKS General Counsel