

**AMEND BOARD REPORT 00-0628-PR8 APPROVED ON JUNE 28, 2000 :  
APPROVE ENTERING INTO AN AGREEMENT WITH PMA CONSULTANTS LLC  
FOR CONSTRUCTION MANAGEMENT SERVICES FOR COST CONTROL**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve entering into an agreement with PMA Consultants LLC to provide construction management services for cost construction to the Department of Operations at a cost not to exceed \$400,000 for the first year and ~~\$400,000~~ \$550,000 for the second year. The Contractor was selected pursuant to a duly advertised RFP. A written agreement for the Contractor's services is available for signature. No payment shall be made to PMA Consultants 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 90 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 \$150,000 due an increased amount of consultant services required by the Department of Operations. 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:** 00-250201

**CONSULTANT:** PMA Consultants LLC  
200 W. Madison Street -Suite 1940  
Contact Person: Gui Ponce de Leon  
312-920-0404  
Pending

**USER:** Department of Operations  
125 South Clark  
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:** PMA Consultants LLC shall render the following managing architectural/engineering services for cost construction work in the Capital Improvement Program:

Review invoices and change orders for processing and reporting for the Capital Program. Provide - AOR, Environmental, General Contractor, Property Advisor, Construction Manager, Managing Architect, and Miscellaneous Consultants. Review invoices for compliance issues - funds allocation, signature, contract number, school identification, 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 Chicago Public School for final approval and payment. Distribute reports to program team, as required to maintain status issues. The amount of this agreement was originally calculated based on man-hour estimates for services. During the 1<sup>st</sup> year, the role of the Accounting Construction Manager changed. Due to this change PMA will participate in more frequent cost control activities for CPS during the second year. During year 2 the number of projects that consultant will participate in will increase over those in construction last year.

**DELIVERABLES:** PMA Consultants LLC shall deliver cost control construction manager services to the Office of Operations for controlling cost and the processing of change orders and invoices.

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

**COMPENSATION:** PMA Consultants LLC shall be compensated for services shall be based upon actual payroll rate times an approved multiplier for actual overhead, burden, and profit, not to exceed 2.5. Authorization requests shall be submitted to, and approved by, the Program Manager (PM) and the Office of Operations for all services performed. The maximum compensation payable of PMA during year one of the agreement shall not exceed \$400,000 and during year two of the agreement shall not exceed \$550,000.

**REIMBURSABLE EXPENSES:** PMA Consultants LLC shall 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:** This contract is in compliance with the goals of the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE Plan). M/WBE Participation: 35% Total MBE, 22% Black, 10% Hispanic, 3% Asian, 5% WBE.

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

**FINANCIAL:** Charge to Office of Operation: \$400,000 Fiscal Year: 2001  
Budget Classification: 0944-477-000-9040-5400  
Source of Funds: Capital Improvement Program

Charge to Office of Operation: \$550,000 Fiscal Year: FY02  
Budget Classification: 0944-492-000-9040-5400  
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.

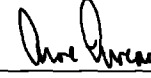
Ethics – The Board’s Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made a part of the agreement.

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).

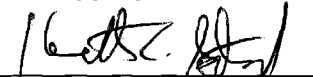
**Approved for Consideration:**

  
Natalye Paquin  
Chief Purchasing Officer

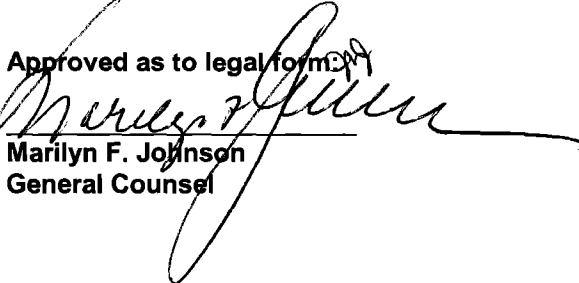
**Approved:**

  
Arne Duncan  
Chief Executive Officer

**Within Appropriation:**

  
Kenneth C. Gotsch  
Chief Fiscal Officer

**Approved as to legal form:**

  
Marilyn F. Johnson  
General Counsel