

**APPROVE ENTERING INTO AN AGREEMENT WITH CHICAGO SCHOOL ASSOCIATES (CSA)  
FOR PROGRAM MANAGEMENT SERVICES FOR THE CAPITAL IMPROVEMENT PROGRAM**

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

Approve entering into an agreement with Chicago School Associates (CSA) to provide program management services to the Department of Operations, Capital Improvement Program at a cost not to exceed \$15,000,000 for a three-year period. Consultant was selected on a competitive basis pursuant to a duly advertised Request for Proposals (Specification #04-250080). A written agreement for Consultant's services is currently being negotiated. No payment shall be made to Consultant 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.

**Specification No.:** 04-250080

**CONSULTANT:** Chicago School Associates (Joint Venture)  
303 East Wacker Drive  
Chicago, IL 60601  
Kenneth Z. Crumrine  
(312) 939-0300  
Vendor # 29459

Participants in CSA Joint Venture:

Consoer Townsend Envirodyne Engineers  
303 East Wacker Drive  
Chicago, IL 60601  
Michael R. Kolloway  
(312) 938-0300

McCluer  
401 E. Illinois St, Suite 625  
Chicago, IL 60611  
Thomas C. Corning  
(312) 373-7700

DMJM Illinois, Inc.  
401 E. Illinois Street  
Chicago, IL 60611  
Fred Borich  
(312) 321-6100

**USER:** Department of Operations- Capital Improvement Program  
125 South Clark- 16<sup>th</sup> Floor  
Chicago, IL 60603  
Sean P. Murphy  
(773) 553-2900

**TERM:** The term of this agreement shall commence October 1, 2004 and shall end September 30, 2007. This agreement shall have two (2) options to renew for periods of 12 months period.

**EARLY TERMINATION RIGHT:** The Board shall have the right to terminate this agreement with 30 days written notice.

**SCOPE OF SERVICES:** Consultant will provide program management services as follows:

- 1) Coordinate with Chicago Public Schools senior management staff and develop a long term capital Improvement plan.
- 2) Develop annual budgets for Board consideration that reflect this plan.
- 3) Coordinate all proposed projects and develop an implementation plan and preliminary schedule.
- 4) Provide overall cost control, accounting and successful completion of all CPS CIP projects.
- 5) Establish a CPS CIP that meets the educational and financial requirements of the Board.
- 6) Oversee the updating and maintenance of CPS CIP database and reporting function.

**DELIVERABLES:** Consultant will 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 Agreement.

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

**COMPENSATION:** Consultant shall be paid as follows: in accordance with rates set forth in the contract, not to exceed the amount of \$15,000,000 for the three year agreement period.

**REIMBURSABLE EXPENSES:** Consultant shall be reimbursed for the following expenses: 1) specialty consultants; (2) office rent expenses, 3) other expenses to be negotiated on an individual basis as determined and approved by the Chief Operating Officer. Reimbursable expenses are included in the total compensation amount reflected above.

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

**AFFIRMATIVE ACTION:** This contract is in full compliance with the goals required by the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE Plan). The M/WBE participation goals for the contract include: 35 % total MBE, 22 % total African American, 10% total Hispanic, 2% total Asian and 5% total WBE.

The vendor has identified and scheduled the following firms and percentages:

**Total MBE: 34%**

**Total African-American: 22%**

Infrastructure Engineering 29 S. Lasalle St., Suite 345 Chicago, Illinois 60603	18%	certified until October 1, 2004
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Kevin T. Jones 815 E. Drexel Drive Chicago, Illinois 60615	4%	independent consultant
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**Total Hispanic: 10%**

HWR Inc. 1410 Chicago Avenue, Suite 602 Evanston, Illinois 60201	10%	certified until October 1, 2004
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**Total Asian: 2%**

Greatway Consulting 8 South Michigan, Suite 1310 Chicago, Illinois 60603	2%	certified until December 1, 2004
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**Total WBE: 5.5%**

Cushing and Color 325 W. Huron, Suite 610 Chicago, Illinois 60610	.5%	certified until August 31, 2007
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J.A Watts Inc. 5333 South Laramie Chicago, Illinois 60638	2.5%	certified until September 1, 2004
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Vistara Construction Services 2.5% certified until May 31, 2006  
728 W. Jackson Boulevard, Suite #402  
Chicago, Illinois 60661

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

**FINANCIAL:** Charge to Operations: \$5,000,000 Fiscal Year: FY05  
\$5,000,000 Fiscal Year: FY06  
\$5,000,000 Fiscal Year: FY07  
Budget Classification: 0944-458-000-9316-5410  
Source of Funds: Capital Improvement Funds

**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.

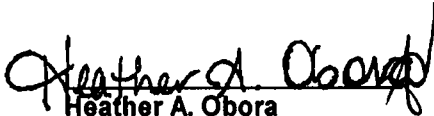
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

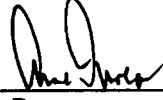
Ethics – The Board’s Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made a part of the agreement.

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 M. Moscovitch  
General Counsel