

AMEND BOARD REPORT 08-0602-PR16
**APPROVE ENTERING INTO AN AGREEMENT WITH TISHMAN CONSTRUCTION CORPORATION
OF ILLINOIS FOR CONSTRUCTION MANAGEMENT SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Tishman Construction Corporation of Illinois to provide construction management services to Chicago Public Schools, Department of Facility Operations & Maintenance at a cost not to exceed \$9,000,000 per year; total not to exceed the sum of \$18,000,000.00. Consultant was selected on a competitive basis pursuant to duly advertised Request for Proposal (Specification # 07-250054). A written agreement for Consultant's services is currently being negotiated. No services shall be provided by Consultant and 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 amended Board Report. Information pertinent to this agreement is stated below.

This amendment is necessary to correct the term of the agreement.

VENDOR:

1)
Tishman Construction Corporation Of Illinois
One S. Wacker Drive, Ste 2300
Chicago, IL 60606
James E. Mclean
312-930-2080
Vendor # 21055

USER:

Facility Operations & Maintenance
125 South Clark Street 16th Floor
Chicago, IL 60603
Stephen Wilkins
773-553-2900

TERM:

The term of this agreement shall commence on July 1, 2008 ~~June 1, 2008~~ and shall end June 30, 2010 ~~May 31, 2010~~. This agreement shall have two options to renew for periods of 1 year each.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Consultant shall be responsible for construction phase, coordination and administration of the construction process, including cost, schedules, quality of work and timeliness of work for each project assigned by the Board. In addition, Tishman Construction Corporation of Illinois shall assume existing projects at various stages of completion, and specialty projects, when assigned by the Board.

DELIVERABLES:

Consultant shall provide pre-construction and construction services, along with an operations plan, reviews of contract documents and construction methods, schedules and budgets for each project.

OUTCOMES:

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

COMPENSATION:

Consultant shall be paid as follows: in accordance with the rates set forth in the contract: not to exceed the sum of \$9,000,000 per year.

REIMBURSABLE EXPENSES:

Consultant shall be reimbursed for transportation, copying, and printing expenses and miscellaneous expenses with prior approval of the project manager or Chief Operating Officer.

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:

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women-Owned Business Enterprises Participation. The M/WBE participation goals for this contract are 35% total MBE and 5% total WBE. The vendor has identified and scheduled the following firms: Total MBE: 35% Ardmore Associates, LLC (AA) 5%, 33 N. Dearborn St., Suite 2323, Chicago, IL 60602; Louis Jones Enterprises, Inc. (AA) 10%, 333 N. Michigan Avenue, Suite 625, Chicago, IL 60601; DSR Inc. (H) 5%, 329 W. 18th St. Suite 605, Chicago, IL 60616; Primera Engineers (H) 10%, 100 S. Wacker Drive, Suite 700, Chicago, IL 60606; Rubinos and Mesia Engineers, Inc. (A) 5%, 200 S. Michigan Avenue, Suite 1500, Chicago, IL 60604; Total WBE: 5% Bronner Group, LLC, 120 N. LaSalle St., Suite 1300, Chicago, IL 60616.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to: Department of Facility Operations & Maintenance - Capital - \$9,000,000 per year
Fiscal Year: FY09 and FY10
Source of Funds: Various Capital 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 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:


ARNE DUNCAN
Chief Executive Officer

Approved as to Legal Form:


PATRICK J. ROCKS
General Counsel