

**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 ~~\$7,500,000.00~~ \$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 the 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.

**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  
Stephen M. Wilkins  
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 commencing October 1, 2008 and ending September 30, 2009.

**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 ~~\$7,500,000.00~~ \$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:**

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

~~Total MBE: 34% Total African American: 22%~~

~~Infrastructure Engineering 21%~~

~~29 S. LaSalle St. Suite 345~~

~~Chicago, Illinois 60603~~

Kevin T. Jones 1%  
815 E. Drexel Drive  
Chicago, Illinois 60615

**Total Hispanic: 10%**  
HWR Inc. 10%  
1410 Chicago Ave., Suite 602  
Evanston, Illinois 60201

**Total Asian: 2%**  
Greatway Consulting 2%  
8 S. Michigan, Suite 1310  
Chicago, Illinois 60603

**Total WBE: 7.5%**  
Vistara Construction Services 2%  
728 W. Jackson, Suite 528  
Chicago, Illinois 60664

J.A. Watts Inc. 5%  
222 S. Morgan  
Chicago, IL 60607

Cushing and Color .5%  
325 W. Huron, Suite 610  
Chicago, Illinois 60610

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 Operations Facilities: ~~\$7,500,000~~ \$13,721,275.06 FY09/10  
Source of Funds: Capital Funds

<del>12150-499-54105-009422-000000-2009</del>	<del>\$7,500,000.00</del>
<u>12150-499-54105-009422-000000-2009</u>	<u>\$5,221,275.06</u>
<u>12150-499-54105-009422-000000-2010</u>	<u>\$8,500,000.00</u>

**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.

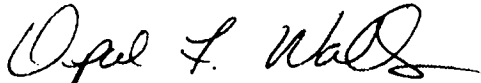
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

**Approved:**



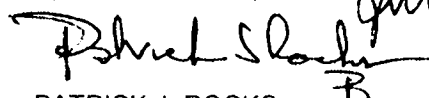
**Ron Huberman**  
Chief Executive Officer

**Within Appropriation:**



**PEDRO MARTINEZ**  
Chief Financial Officer

**Approved as to Legal Form:**



**PATRICK J. ROCKS**  
General Counsel