

AMEND BOARD REPORT 11-0223-PR2
AMEND BOARD REPORT 10-0728-PR9
AMEND BOARD REPORT 09-0923-PR5

APPROVE ENTERING INTO AN AGREEMENT WITH CANNON DESIGN FOR DESIGN MANAGEMENT SERVICES FOR THE CAPITAL IMPROVEMENT PROGRAM

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Cannon Design to provide consulting services for the Capital Improvement Program at a cost not to exceed ~~\$26,320,000~~ \$21,000,000 for the three year term. Consultant was selected on a competitive basis pursuant to a duly advertised Request for Proposal (Specification No. 09-250043). 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 Board Report. Information pertinent to this agreement is stated below.

This July 2010 amendment is necessary to revise the fee schedule and the affirmative action section. This revision will decrease the annual compensation amount by \$2,591,908. The authority granted herein shall automatically rescind in the event a written amendment agreement is not executed within 90 days of the date of this Board Report.

This February 2011 amendment is necessary to (i) revise the consultant's name and (ii) clarify that the effective date of the revised fee schedule approved in the prior Board Report was July 28, 2010. The authority granted herein shall automatically rescind in the event a written amendment is not executed within 90 days of the date of this amended Board Report.

This May 2011 amendment is necessary to increase the total compensation amount and revise the fee schedule. The increase is due to the increase in the volume and extent of the scope for the FY11 CIP projects. This revision will increase the total 3- year term compensation by \$5,320,000 however, the revised not-to-exceed amount will still be less than the original total compensation amount authorized under Board Report 09-0923-PR5. No payment above the previously authorized fee schedule may be made prior to execution of a 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 the Board Report.

Specification Number : 09-250043

Contract Administrator : Hernandez, Miss Patricia / 773-553-2250

VENDOR:

- 1) Vendor # 96547
CANNON DESIGN
111 W. WASHINGTON STREET., STE 2100
CHICAGO, IL 60602
Rick Dewar
312-332-9600
312-322-9601

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 on the date the agreement is signed and shall end 36 months thereafter. This agreement shall have two options to renew for periods of one year each.

EARLY TERMINATION RIGHT

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

SCOPE OF SERVICES

The Design Manager ("DM") will support the Chicago Public Schools' Facilities Department in the planning, scope and transfer package development of capital projects, development and maintenance of design and construction standards, management of design consultants (architects, engineers, et al.) and overall development of metrics and best practices to assure efficient use of the Board's capital funds. The DM will provide additional staff to support the new "comprehensive approach" of scoping proposed work and to support the increased volume and extent of the scope for the FY11 CIP projects. In addition, the Design Manager will perform various peer reviews for charter schools and asset projects.

DELIVERABLES

The DM will provide scoping and transfer package development, selection and management of architects and engineers of record and other design professionals, project coordination, design standards development and general facilities department design support.

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 the rates set forth in the contract; not to exceed the sum of ~~\$26,320,000~~ \$21,000,000 for the three year term, which amount is inclusive of all reimbursable expenses. The cost for the period November 19, 2009 through July 2010 shall not exceed \$5,690,540. The cost for the period August 2010 through July 2011 shall not exceed \$9,222,101 per year. The cost for the period from August 2011 through July 2012 shall not exceed \$9,300,000. The cost for the period August 2012 through November 18, 2012 shall not exceed \$2,107,450. ~~The cost for the period from August 2010 through July 2012 will not exceed \$7,000,000 per year; the cost for the period from August 2012 though the end of the contract, November 18, 2012, shall not exceed \$1,309,460.~~

REIMBURSABLE EXPENSES

Reimbursable expenses include, but are not limited to, assessment equipment, warehouse rental, telephone, transportation, car mileage associated with Board business, and other related expenses. Reimbursable expenses for car mileage shall be in accordance with the Board's Policy on Reimbursement for Work-Related Expenses adopted on July 22, 2009 (authorized by Board Report 09-0722-PO1).

AUTHORIZATION

Authorize the General Counsel to include other relevant terms and conditions in the written agreement and amendment. Authorize the President and Secretary to execute the agreement and amendment. Authorize the Chief Facilities 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 Enterprise Participation in Goods and Services Contracts (M/WBE Program). The M/WBE participation goals of 35% MBE and 5% WBE for the contract include the following scheduled firms:

Total MBE: 36%
Architrave, Ltd
1128 W. Chicago Avenue, 2nd Floor
Chicago, IL 60642
Contact: Ruben Gil

Probe Consulting Services
855 W. Adams St.
Chicago, IL 60607
Contact: Suresh G. Pinjarkar

Matrix Engineering Corporation
33 W. Jackson Boulevard, 4th Floor
Chicago, IL 60604
Contact: Gene Mojekwu

Singh and Associates, Inc.
300 W. Adams St. Suite 609
Chicago, IL 60606
Contact: Singh Rikhiraj

HMS Engineering
414 N. Orleans St. Suite 306
Chicago, IL 60654
Contact: Haneef Shakeel

CCJM Engineers
550 W. Washington Blvd. Suite 950
Chicago, IL 60661
Contact: Anil Ahuja

Infrastructure Engineering, Inc.
33 W. Monroe, Suite 1540
Chicago, IL 60603
Contact: Harish Goyal

Total WBE: 13%
Bailey Edward Architecture

35 E. Wacker Drive, Suite 2800
Chicago, IL 60601
Contact: Ellen Bailey Dickson

Terry Guen Design Associates
521 W. Superior St. Suite 327
Chicago, IL 60654
Contact: Terry Guen

Environmental Design International, Inc.
33 W. Monroe St. Suite 1825
Chicago, IL 60603
Contact: Karen Steingraber

J.A. Watts, Inc.
222 W. Morgan, St., Suite 4A
Chicago, IL 60607
Contact: Julie A. Watts

LSC REVIEW

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Department of Operations:	\$ <u>26,320,000</u>	\$21,000,000
12150-499-54105-252503-000000-2010	\$5,690,540	
12150-482-56310-252503-000000-2011	\$7,000,000	<u>\$9,222,010</u>
12150-xxx-56310-252503-000000-2012	\$7,000,000	<u>\$9,300,000</u>
12150-xxx-56310-252503-000000-2013	\$1,309,460	<u>\$2,107,450</u>

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.

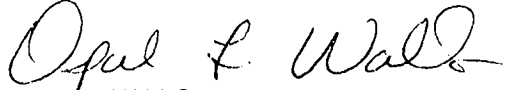
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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



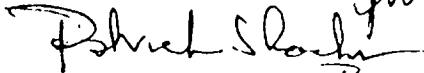
TERRY MAZANY
Chief Executive Officer

Within Appropriation:



DIANA S. FERGUSON
Chief Financial Officer

Approved as to Legal Form:



PATRICK J. ROCKS
General Counsel