

APPROVE ENTERING INTO AN AGREEMENT WITH LEND LEASE (US) CONSTRUCTION INC. FOR CONSTRUCTION MANAGEMENT SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Lend Lease (US) Construction Inc. to provide construction management services to Department of Operations at a total cost not to exceed \$9,000,000. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to 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 Number : 11-250047

Contract Administrator : Matthews, Ms. Trineda L. / 773-553-2280

VENDOR:

- 1) Vendor # 24001
LEND LEASE (US) CONSTRUCTION INC
ONE N. WACKER DR., STE. 850
CHICAGO, IL 60606
Jeffrey A. Riemer
312 245-1392
312-245-1379

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 upon execution and shall end December 31, 2013. This agreement shall have three (3) options to renew for periods of twelve (12) months each.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Vendor will provide pre-construction and construction services, working with the Project Director to develop operation and phasing plans, review contract documents, review submittals, review work installed by General Contractors ("GC"), ensure GCs fulfill documentation requirements of pre-construction conditions, construction methods, reporting, schedules and budgets for each Project. In addition, the vendor will provide construction phase coordination and administration of the construction process, including cost, schedules, quality of work and timeliness of work for each Project.

DELIVERABLES:

Vendor will provide pre-construction and construction services, along with an operations plan, review of contract documents and construction methods, schedules and budgets for each Project.

OUTCOMES:

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

COMPENSATION:

Vendor shall be paid as follows: in accordance with rates set forth in the contract, not to exceed the sum of \$9,000,000 inclusive of all reimbursable expenses.

REIMBURSABLE EXPENSES:

Vendor shall be reimbursed for direct Project expenses related solely to Project activities based upon actual expenses incurred with support documentation, without any administrative or handling charge, and shall be limited to those reimbursable expenses specifically permitted in the contract, including transportation, reproduction, testing, tablets and phones.

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:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts (M/WBE Program) this contract is in full compliance with the participation goals of 35% MBE and 5% WBE.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Operations: \$9,000,000

FY12 12150-477-56310-253544-000000-2010	\$1,404,130
FY13 12150-482-56310-009522-610000-2011	\$5,551,050
FY14 12150-483-56310-009522-000000-2012	\$2,044,820

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.

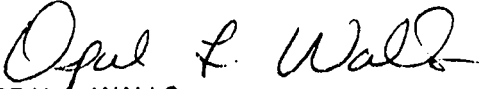
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

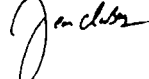
Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

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:


JEAN-CLAUDE BRIZARD
Chief Executive Officer

Within Appropriation:


DAVID G. WATKINS
Chief Financial Officer

Approved as to Legal Form:


PATRICK J. ROCKS
General Counsel