# AUTHORIZE THE FINAL RENEWAL AGREEMENT WITH THE CONCORD CONSULTING GROUP OF **ILLINOIS FOR COST ESTIMATING SERVICES**

## THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the final renewal agreement with The Concord Consulting Group of Illinois to provide cost estimating services to the Department of Facilities for our Capital Program at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to 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.

Specification Number:

12-250007

Contract Administrator:

Hernandez, Miss Patricia / 773-553-2280

## **VENDOR:**

1) Vendor # 46678 CONCORD CONSULTING GROUP OF ILLINOIS INC, THE 55 EAST MONROE STREET CHICAGO, IL **EAMON RYAN** 312 424-0250 312-424-0252 Ownership: Edward Stritch - 80%, John

Duggan - 10% And Eamon Ryan -10%

## **USER INFORMATION:**

### Contact:

11860 - Facility Operations & Maintenance

42 West Madison Street

Chicago, IL 60602

Osland, Mr. Paul G.

773-553-2960

# **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 12-0523-PR16) in the amount of \$1,125,000 was for a term commencing upon contract execution and ending December 31, 2013, with the Board having three (3) options to renew for one (1) year term. The first renewal agreement (authorized by Board Report 13-1218-PR7) in the amount of \$1,100,000 was for a term commending January 1, 2014 and ending December 31, 2014. The second renewal agreement (authorized by Board Report 14-1022-PR6) in the amount of \$1,100,000 was for a term commencing January 1, 2015 and ending December 31, 2015. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

#### **OPTION PERIOD:**

The term of this agreement is being renewed for one (1) year commencing January 1, 2016 and ending December 31, 2016.

### **OPTION PERIODS REMAINING:**

There are no option periods remaining.

### **SCOPE OF SERVICES:**

Vendor will continue to provide cost estimating services for all work associated with school construction projects, whether by Operations and Maintenance, Capital or Public Building Commission including, but not limited to, the following:

Provide on-screen and digitizer take-offs and pricing including escalation rates/factors.

Derive material quantities and productivity units form Building Information Modeling (BIM) design environment.

Provide estimates at various milestones of the design life cycle, such as transfer estimates, 75% design, 100% design, and out-to-bid ("OTB") estimates.

Provide assessment and costing tables to supplement the CPS biannual assessment tool to assist with long term capital plan.

Review Job Order Costing Proposal for accuracy.

Provide accurate estimates including statistical analysis with respect to construction trends, material price changes, Leadership in Energy and Environmental Design ("LEED") requirements, environmental, labor disputes, and other influences in the market place.

Provide Schedule of Values ("SOV") for bid estimates and identify areas that might require increased project control efforts to mitigate front-end loading and over expenditures.

Review all change orders using Oracle Contracts Manager.

#### **DELIVERABLES:**

Vendor will continue to provide estimating services for demolition, renovation, new construction and utilities for entirety of the Board's portfolio, as required during various phases of design and during construction to review and validate the cost implications associated with base work and change management. The estimates will be organized by the updated 2010 Construction Standards Institute ("CSI") Master Format. Vendor's services will be delivered in a client focused manner, seamlessly and within a web-based integrated program management environment.

## **OUTCOMES:**

Vendor's services will result in accurate cost data and analysis which will enable the effective and efficient management of the Board's Capital Improvement Program and Operations and Maintenance Program.

# **COMPENSATION:**

Vendor shall be paid during this option period as specified in their agreement; total compensation not to exceed \$1,100,000, which is 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 upon review and approval of supporting documentation. The total compensation amount reflected herein is inclusive of all reimbursable expenses.

# **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize Chief Facilities Officer to execute all ancillary documents required to administer or effectuate this option agreement.

#### **AFFIRMATIVE ACTION:**

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Participation in Goods and Services Contracts (M/WBE Plan). The goals for this contract are 25% total MBE and 5% total WBE, and will be monitored on a quarterly basis.

The vendor has scheduled the following firms:

#### Total MBE 25%

Spaan Tech, Inc. 311 South Wacker Drive, Ste. 2400 Chicago, IL 60606 Ownership: Ms. Smita N. Shah

## **Total WBE 5%**

Starr Design Associates, Inc. 717 W. Oakdale Chicago, IL 60657 Ownership: Yetta Starr

### **LSC REVIEW:**

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Fund: Various Capital Funds
Department of Facilities - Parent Unit 12150
\$1,100,000 for FY 16 and FY17
Future year funding is contingent upon budget appropriation and approval.

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:

SÉBASTIEN de LONGEAUX **Chief Procurement Officer** 

Approved:

FORREST CLAYPOOL

Chief Executive Officer

Approved as to Legal Form: general G. Coletto

CHERYL J. COLSTON **Acting General Counsel**