

AMEND BOARD REPORT 16-0727-PR7
AUTHORIZE A NEW AGREEMENT WITH JACOBS PROJECT MANAGEMENT CO. FOR CAPITAL PROGRAM MANAGEMENT SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Jacobs Project Management Co. to provide capital program management services to the Department of Facilities at an estimated annual cost set forth in the Compensation Section of this report. 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 the execution of their written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This May 2017 amendment is necessary to increase the not to exceed amount for the current contract to \$19,200,000 for the original two (2) year term. This increase is necessary to cover additional personnel and reimbursable expenses to the Vendor due to additional capital program funding as a result of the Capital Tax issued by the City of Chicago. A written amendment to the agreement is required. The authority granted herein shall automatically rescind in the event the agreement is not executed within 90 days of the date of this amended Board Report.

Contract Administrator : Hernandez, Miss Patricia / 773-553-2280

VENDOR:

- 1) Vendor # 67331
JACOBS PROJECT MANAGEMENT CO.
525 WEST MONROE., STE 200
CHICAGO, IL 60661
James McLean
312 251-3000

Ownership: Jacobs Engineering Group, Inc.
- 100%

USER INFORMATION :

Contact: 11860 - Facility Operations & Maintenance
42 West Madison Street
Chicago, IL 60602
De Runtz, Ms. Mary
773-553-2960

TERM:

The term of this agreement shall commence on August 1, 2016 and shall end July 31, 2018. This agreement shall have three (3) options to renew for periods of one (1) year each.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Vendor will support the Facilities Department by providing expertise in short term and long term planning of capital needs, budgeting, facility assessment, design and construction management of capital projects, close out, scheduling and data controls. Vendor will have the primary duties of managing the efforts based on detailed project scopes, cost and schedule information as approved by the Board and directed by the Facilities department. The Vendor has resources to provide specialized expertise on an as-needed basis and the flexibility and scalability of staff as needed.

DELIVERABLES:

Vendor will provide deliverables necessary for the efficient implementation of the Board's Capital Improvement Program, including, but not limited to: managing facility condition assessments, creating 1, 5, and 10-year capital plans, planning other strategic facility-related initiatives, scoping, budgeting, scheduling and designing individual capital projects, managing architects and engineers of record, managing program controls and producing reports.

OUTCOMES:

Vendor's services will result in efficient and effective operation of the Board's Capital Improvement Program.

COMPENSATION:

Vendor shall be paid as specified in their agreement; total for the two (2) year term not to exceed ~~\$15,600,000~~ \$19,200,000, which amount is inclusive of all reimbursable expenses.

REIMBURSABLE EXPENSES:

Vendor shall be reimbursed for the following expenses: ~~parking (not to exceed \$5,000 per year) and mileage (not to exceed \$11,664 per year). The total compensation amount reflected herein is inclusive of all reimbursable expenses: parking, mileage, printing, presentation material as requested by CPS, testing of properties to determine the condition of the building, infrastructure or land, fees associated with the project as agreed to by CPS, such as registration for LEED certification and similar project-related expenditures approved by CPS, with a not-to-exceed of \$600,000 for reimbursable expenses during the term of contract. 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 agreement and amendment. Authorize the President and Secretary to execute the agreement and amendment. Authorize Chief Facilities 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 30% MBE and 7% WBE. The following firms have been scheduled:

Total MBE: 35%

Comprehensive Construction Consulting
53 W. Jackson Blvd., Ste. 1201
Chicago, IL 60604
Ownership: Lynn Dixon

Ardmore Associates, LLC
33 N. Dearborn Ave., Ste. 1720
Chicago, IL 60602
Ownership: Cheryl Thomas

SP Murphy Inc.
53 W. Jackson Blvd., Ste. 620
Chicago, IL 60604
Ownership: Sean P. Murphy

Infrastructure Engineering, Inc.
33 W. Monroe St., Ste. 1540
Chicago, IL 60603
Ownership: Michael Sutton

Onyx Architecture
750 N. Franklin St., Ste. 207
Chicago, IL 60654
Ownership: Victor Simpkins

d'Escoto Inc.
420 N. Wabash Ave., Ste. 200
Chicago, IL 60611
Ownership: Federico d'Escoto

DSR Group
1234 S. Michigan Ave., Ste. C
Chicago, IL 60605
Ownership: Benjamin Reyes

Total WBE: 7%

Altus Works
4224 N. Milwaukee Ave.
Chicago, IL 60611
Ownership: Ellen Stoner

Cotter Consulting
100 S. Wacker Dr., Ste. 920
Chicago, IL 60606
Ownership: Anne Edwards-Cotter

Kristine Fallon Associates, Inc.
11 E. Adams St., Ste. 1100
Chicago, IL 60603
Ownership: Kristine Fallon

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Various Capital Funds
Department of Facilities, Unit 12150, 11880
Not to exceed ~~\$15,800,000~~ \$19,200,000 FY17, FY18, and FY19
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:




JOSE ALFONSO DE HOYOS-ACOSTA
Chief Administrative Officer

Approved:



FORREST CLAYPOOL
Chief Executive Officer

Approved as to Legal Form: 



RONALD L. MARMER
General Counsel