

**RATIFY EXERCISING THE FIRST OPTION TO EXTEND THE PRE-QUALIFICATION
STATUS OF AND THE AGREEMENTS WITH VARIOUS CONTRACTORS TO PROVIDE DEMOLITION
AND SITE PREPARATION CONTRACTING SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify exercising the first option to extend the pre-qualification status of and the agreements with various contractors to provide demolition and site preparation contracting services for the Department of Operations, in an aggregate amount not to exceed \$10,000,000. A written extension agreement for each contractor is currently being negotiated. No payment shall be made to any of contractor during the extension period prior to the execution of such contractors written extension agreement. The pre-qualification status approved herein shall automatically rescind as to each contractor in the event such contractor fails to execute the Board's extension agreement within 90 days of the date of this Board Report. Information pertinent to these extension agreements is stated below.

SPECIFICATION NO.: 01-250319

CONTRACTORS:

- | | |
|---|--|
| <p>1. American Demolition Corporation
305 Ramona Ave.
Elgin, IL 60120
Bill Beaman
(847) 608-0010
Vendor # 20110</p> | <p>2. Brandenburg Industrial Service Company
2625 South Loomis St.
Chicago, IL 60608
Jack Jasinowski
(312) 326-5800
Vendor # 20113</p> |
| <p>3. Delta Demolition, Inc.
1230 N. Kostner Ave.
Chicago, IL 60651
Jeffrey M. Finucane
(773) 252-6370
Vendor # 27796</p> | <p>4. D.M.D. Services, Inc.
32 E. Lake Street
Northlake, IL 60164
Dominick DiSilvio
(312) 782-0003
Vendor # 29607</p> |
| <p>5. Gonzales Construction Company
3725 S. Maplewood
Chicago, IL 60632
Alphonse C. Gonzales
(773) 890-5444
Vendor # 12747</p> | <p>6. Heneghan Wrecking Co., Inc.
1321 W. Concord Place
Chicago, IL 60622
Rita Joan Henegham
(773) 342-9009
Vendor # 32361</p> |
| <p>7. Midwest Wrecking Company
1950 W. Hubbard
Chicago, IL 60622
Stanley Lempa
(312) 666-1043
Vendor # 14110</p> | <p>8. Monahan's Landscape Co. Inc.
2525 East Oakton Street, #A-3
Arlington Heights, IL 60005
Aidan Monahan
(847)956-8803
Vendor # 27703</p> |
| <p>9. National Wrecking Company
2441 N. Leavitt Street
Chicago, IL 60647
Sheldon J. Mandell
(773)384-2800
Vendor # 30729</p> | <p>10. N.F. Demolition, Inc.
4333 S. Knox Avenue
Chicago, IL 60632
Nicholas A. Fratantion
(773) 284-8300
Vendor # 26809</p> |

USER: Department Of Operations
125 South Clark- 16th Floor
Chicago, IL 60603
Contact person: Sean P. Murphy
Tel. No.: (773) 553-2900

ORIGINAL AGREEMENTS: The original agreements (authorized by Board Report 02-0327-PR03) are for a term commencing April 1, 2002 and ending March 31, 2004, with the Board having the option to extend the agreements for two (2) additional twelve (12) month periods. The original contractors were selected pursuant to a duly advertised Request for Qualifications (Specification No. 01-250319). Originally, eleven contractors were pre-qualified for these services. However, Speedway Wrecking Co. is not being extended because the company is no longer providing these services.

EXTENSION PERIOD: The term of each agreement shall be extended for a period commencing April 1, 2004 and ending March 31, 2005.

SCOPE OF SERVICES: Contractors shall continue to perform building demolition and site preparation services required by individual scope of work in compliance with all applicable rules, codes and regulations including the following:

1. Procurement of all permits, licenses and approvals;
2. Planning, coordination and supervision of the work,
3. Procurement of all materials, equipments, labor and vendor services;
4. Contract administration;
5. Provision of insurance and bonds
6. Asbestos, abatement UST remediation, and site environmental services as necessary or required; and
7. Corrective work and closeout.

DELIVERABLES: Contractors shall continue to perform building demolition and site preparation services.

OUTCOMES: The services of these contractors will continue to enable Chicago Public Schools to comply with all the City of Chicago, Department of Building applicable rules, codes and regulations.

COMPENSATION: The sum of payments to all pre-qualified contractors for the pre-qualification term shall not exceed \$10,000,000.

USE OF THE POOL: A bid solicitation for each demolition project will be distributed to contractors in the pre-qualified pool, and each project shall be award to the lowest responsible, responsive contractor.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written extension agreements. Authorize the President and Secretary to execute the extension agreements.

Authorize the Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate the master agreements.

AFFIRMATIVE ACTION: Pursuant to Section 6.2 of the Revised Remedial Plan for Minority and Woman Business Enterprise Contract Participation (M/WBE Plan), the Per Contract and Category Goals method for M/WBE participation will be utilized. Thus, contracts for subsequent vendors form the pool created by this contract will be subject to compliance reviews on a contract-by-contract basis. Aggregated compliance of the contractors in the pool will be reported on a quarterly basis.

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL: Charge to Operations: \$10,000,000 Fiscal Year: FY04
Budget Classification: Various Capital Funds FY04 & FY05
Source of Funds: Capital Funds

GENERAL CONDITIONS REGARDING PRE-QUALIFIED VENDOR PROGRAMS:

All pre-qualified vendors shall be required to enter into the Board's standard master agreement, which master agreement shall specifically identify the services to be provided by each vendor and shall include other basic contractual terms and conditions as deemed appropriate by the General Counsel.

The Chief Purchasing Officer shall develop, within six (6) months of the establishment of the pre-qualified program, a qualitative evaluation process which will rate each vendor's performance under the program and allow for a vendor's compensation limit to be increased or decreased, as the case may be, or provide grounds for revoking a vendor's pre-qualification status.

The Chief Purchasing Officer shall monitor all purchase orders, or such other documents as required, for User Groups to utilize the pre-qualified vendors to ensure that the program remains within its budgetary limitations.

User Groups may only utilize pre-qualified vendor for those services for which such vendor has been pre-qualified and are identified in such vendor's master agreement. The Chief Purchasing Officer shall prepare a directory or other such type of listing to be distributed to all User Groups which specifies the types of services for which each vendor has been pre-qualified.

Pursuant to Board Rule 5-10.2, the Chief Purchasing Officer shall submit a quarterly Board Report which reports expenditures made during the previous quarter to pre-qualified vendors including an accounting and reconciliation of such expenditures to individual vendors against the total expenditure authorized for the applicable pre-qualified pool of vendors.

The Chief Purchasing Officer shall impose financial limits on the use of pre-qualified vendors, including limits on the amount each User Group may purchase from a vendor under the pre-qualified program and the total amount of compensation paid to any one vendor during the term of the pre-qualification program. Financial limitations shall be imposed based upon the following categories of services: (i) For those services which are substantial in nature, re-occurring or of a type from past experience which will involve a high threshold of expenditures, the Chief Purchasing Officer may impose financial limitations as deemed necessary; and (ii) For those services which are routine in nature and will not involve a high threshold of expenditures, the Chief Purchasing Officer shall impose financial limits per User Group and per vendor. Any request to exceed any imposed financial limitations shall require additional Board approval.

The Chief Purchasing Officer shall develop guidelines regarding the imposition of financial limitations on newly pre-qualified vendors or previous vendors of the Board who are now being pre-qualified to perform new or different services, with a corresponding periodic evaluation of such vendor's performance to allow for an increase in such vendor's financial limitation due to satisfactory performance ratings.

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.

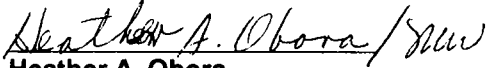
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

Indebtedness – The Board's Indebtedness Policy adopted July 26, 1995 (95-0726-EX3), as amended from time to time, shall be incorporated into and made a part of the agreement.

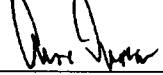
Ethics – The Board's Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made a part of the agreement.

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:


Heather A. Obora
Chief Purchasing Officer

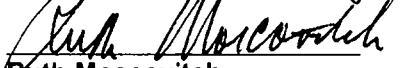
Approved:


Arne Duncan
Chief Executive Officer

Within Appropriation:


John Maiorca
Chief Financial Officer

Approved as to legal form:


Ruth Moscovitch
General Counsel