

AMEND BOARD REPORT 09-1028-PR4
APPROVE ENTERING INTO AGREEMENTS WITH VARIOUS CONTRACTORS FOR JOB ORDER
CONTRACTING (JOC) SERVICES FOR THE CAPITAL IMPROVEMENT PROGRAM

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with various contractors to provide job order contracting (JOC) services for the Capital Improvement Program to Department of Facilities at an annual cost not to exceed \$50,000,000. Contractors were selected on a competitive basis pursuant to a duly advertised Request for Proposal (Specification No. 09-250065). Written agreements for Contractors' services are currently being negotiated. No services shall be provided by any Contractor and no payment shall be made to any Contractor prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each Contractor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

This May 2011 amendment is necessary to add (3) three new contractors to the pool (identified as numbers 7-9 on the attached list; Specification number 11-250000). Written master agreements for each new contractor are currently being negotiated. No services shall be provided by and no payment shall be made to any of the new contractors prior to the execution of their written master agreement. The authority granted herein shall automatically rescind as to each new contractor in the event their respective master agreement is not executed within 120 days the date of this amended Board Report. Information pertinent to these agreements is stated below.

Specification Number : 09-250065 And 11-250000

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

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 each agreement shall commence on the date the agreement is signed and shall end December 31, 2012. Each agreement shall have two options to renew for periods of 1 year each.

EARLY TERMINATION RIGHT

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

SCOPE OF SERVICES

Upon receipt of a Notice to Proceed (which includes a Project Work Order), Contractors shall provide all management, work, materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment, except when specified as furnished by the Board, needed to complete the Project Work Order. The Contractors may be used to perform any work on Board's facilities but are primarily intended for renovation projects of the Board's Capital Improvement Program.

DELIVERABLES

Contractors will provide labor, materials and other resources as required to execute Project Work Orders in accordance with the final scope of work documented on a Board provided form and approved by the Board and within agreed-upon timeframes.

OUTCOMES

Consultants' services will result in delivering accurately estimated and expertly executed construction projects.

COMPENSATION

Contractors shall be paid as specified in their agreements; total compensation for all contractors in the aggregate not to exceed \$50,000,000 annually.

REIMBURSABLE EXPENSES

Contractors shall be reimbursed for those expenses defined in the Construction Task Catalogue, which is contained in the Board furnished software to be used by Contractors to prepare and submit price proposals.

AUTHORIZATION

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

AFFIRMATIVE ACTION

Pursuant to section 4.1 of the Remedial Program for Minority and Women Business Enterprise Participation (M/WBE Program) in construction projects, the aspirational goal will be applied to this pool at 30% MBE and 10%WBE overall participation. Compliance for subsequent vendors from the pool created by this contract will be subjected to reviews on a contract-by-contract basis.

LSC REVIEW

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to the Department of Facilities: Various Capital Funds
Fiscal Year: FY10-12

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.

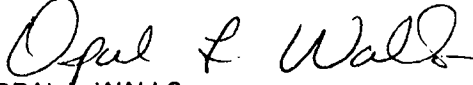
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

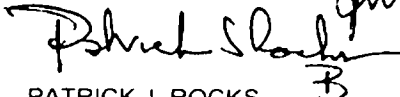
Approved:


TERRY MAZANY
Chief Executive Officer

Within Appropriation:


DIANA S. FERGUSON
Chief Financial Officer

Approved as to Legal Form:


PATRICK J. ROCKS
General Counsel

- 1) Vendor # 95594
CHICAGO COMMERCIAL CONTRACTORS,
LLC
11921 SMITH DRIVE.
HUNTLEY, IL 60142
Robert C. Miezio
224-654-2122
224-654-2105
- 2) Vendor # 76326
F.H. PASCHEN, S.N. NIELSEN &
ASSOCIATES., LLC
8725 WEST HIGGINS RD., STE 200
CHICAGO, IL 60631
Leo J. Wright
773-444-3474
773-714-0957
- 3) Vendor # 23996
K.R. MILLER CONTRACTORS, INC.
1624 COLONIAL PARKWAY
INVERNESS, IL 60067
Keith R. Miller
847-358-6400
847-358-6504
- 4) Vendor # 11067
OLD VETERAN CONSTRUCTION, INC
10942 SOUTH HALSTED STREET
CHICAGO, IL 60628
Jose Maldonado
773-821-9900
773-821-9911
- 5) Vendor # 55082
PAUL BORG CONSTRUCTION CO., INC
2007 SOUTH MARSHALL BLVD.
CHICAGO, IL 60623
James Crnich
773-523-1111
773-376-1501
- 6) Vendor # 34010
WIGHT & COMPANY
2500 NORTH FRONTAGE
DARRIEN, IL 60561
Ken Osmun
630-969-7000
630-969-7979
- 7) Vendor # 81957
ALL-BRY CONSTRUCTION COMPANY
145 TOWER DRIVE.. UNIT 7
BURR RIDGE, IL 60527
Thomas W. Girouard
630-655-9567
630-655-9567
- 8) Vendor # 99843
MCDONAGH DEMOLITION INC
1269 WEST LE MOYNE
CHICAGO, IL 60642
Geraldine McDonagh
773-276-7707
773-276-7723
- 9) Vendor # 31792
OCA CONSTRUCTION, INC
8434 CORCORAN RD., #100
WILLOW SPRINGS, IL 60480-1666
Kelly Heneghan
708-839-5605
708-839-5608