

AMEND BOARD REPORT 03-0723-PR05
AMEND BOARD REPORT 03-0527-PR11
AMEND BOARD REPORT 02-1218-PR11

**APPROVE THE PRE-QUALIFICATION STATUS WITH VARIOUS CONTRACTORS TO PROVIDE
GENERAL CONTRACTING SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the pre-qualification status of and approve entering into master agreements with the various contractors identified below to provide general contracting services to the Department of Operations, in an aggregate amount not to exceed \$500,000,000 annually. Contractors were selected pursuant to a duly advertised Request for Qualifications (Specification No.02-250061). A written master agreement for each contractor is currently being negotiated. No services shall be provided by any contractor and no payment shall be made to any of them prior to the execution of their written master agreement. The pre-qualification status approved herein for each contractor shall automatically rescind as to each contractor in the event such contractor fails to execute the Board's master agreement within 90 days of the date of this Board Report. Information pertinent to this master agreements is stated below.

SPECIFICATION NO.: 02-250061

This amendment is necessary to delete those contractors from the pre-qualified pool that failed to execute the Board's standard master agreement and to add Broadway Consolidated to the pre-qualified pool of general contractors. A written master agreement for the new contractor is currently being negotiated. No services shall be rendered by the contractor prior to the execution of such contractor's written master agreement. The authority granted herein shall automatically rescind to the new contractor in the event a written Master Agreement is not executed by such new contractor within 120 days of this amended Board Report.

This amendment is necessary to award pre-qualification status and approve entering into master agreements with the following general contractors: 1) H.L. F. Construction Co., Inc., 2) John Edward Construction Company and 3) George Sollitt Construction Company. These contractors were deleted on Board Report 03-0527-PR11 for failure to execute a written contract and are now being added back into the pre-qualified pool. A written master agreement for the new contractors is currently being negotiated. No services shall be rendered by any contractor prior to the execution of such contractor's written master agreement. The authority granted herein shall automatically rescind as to any new contractor in the event a written Master Agreement is not executed by such new contractor within 120 days of this amended Board Report.

This third amendment is necessary to award pre-qualification status and approve entering into a master agreement with the following general contractor: OCA Construction Inc. This contractor was deleted on Board Report 03-0527-PR11 for failure to execute a written contract and is now being added back into the pre-qualified pool. A written master agreement for the new contractor is currently being negotiated. No services shall be rendered by the contractor prior to the execution of such contractor's written master agreement. The authority granted herein shall automatically rescind as to this contractor in the event a written Master Agreement is not executed by such contractor within 120 days of this amended Board Report.

CONTRACTORS: See Attached listed

USER: Department of Operations
125 South Clark-16th Floor
Chicago, IL 60603
~~Bruce Washington~~ Sean P. Murphy
(773) 553-2900

TERM: The term of this pre-qualification period and each master agreement shall commence on January 1, 2003 and shall end December 31, 2005, with the Board having the option to extend the agreements for one (1) additional two (2) year period.

SCOPE OF SERVICES: Contractors will provide the following services:

1. Perform general construction contracting services required by a scope of work identified in individual project bid solicitations in compliance with all applicable laws, rules, codes and regulations.
2. Procure all permits, licenses and approvals.
3. Plan, coordinate, administer and supervise the work.
4. Procure of all materials, equipment, labor and vendor services required for each awarded project in accordance with the provisions of the Board's Multi-Project Labor Agreement.
5. Provide required documents for the Board's Owner Controlled Insurance Program and/or provide other required insurance and provide payment and performance bonds required for each awarded project.
6. Perform change orders, corrective work and closeout completion.
7. Comply with Board directives and policies regarding lead and asbestos-containing surfaces, in addition to other environmental work regarding each award project.
8. Prepare and submit timely status and progress reports and update project completion schedules when requested by the Board
9. Meet with Board representative regularly as required to discuss work in progress and other matters
10. Provide all required M/WBE Documentation when responding to a specific project bid solicitation

DELIVERABLES: Contractors will provide general contracting services in accordance with specifications for each project.

OUTCOMES: Projects completed on time, within budget, and erected in accordance with the project documents.

COMPENSATION: The compensation payable to all contractors, in the aggregate, shall not exceed \$500,000,000 annually.

USE OF THE POOL: The Board shall solicit sealed bids for each project from the pre-qualified pool. The pre-qualified pool will be requested to furnish a lump-sum quotation in response to an invitation to bid for a defined scope of work. Each project shall be awarded to the lowest responsive responsible bidder. A notice of award for each project shall be issued by the Chief Purchasing Officer and such award shall be ratified by the Board at the Board meeting immediately following such award.

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 a pre-qualified vendor for those services for which such vendor has been pre-qualified. 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.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written master agreements. Authorize the President and Secretary to execute the master agreements. Authorize the Chief Purchasing Officer to issue the Notices of Award connected with this program.

AFFIRMATIVE ACTION: Pursuant to Section 6.2 of the Revised Remedial Plan for Minority and Women 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 from the pool created by this contract will be subject to compliance reviews on a contract-by-contract basis. Aggregated compliance of the vendors in the pool will be reported on a monthly basis.

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

FINANCIAL: Charge to Operations: \$500,000,000 annually
Fiscal Year: FY03&04
Budget Classification: Various Capital funds

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.

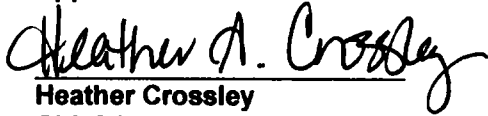
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their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

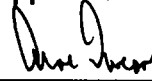
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



**Heather Crossley
Chief Purchasing Officer**

Approved:



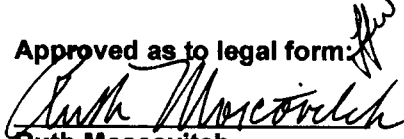
**Arne Duncan
Chief Executive Officer**

Within Appropriation:



**John Maiorca
Chief Financial Officer**

Approved as to legal form:



**Ruth Moscovitch
General Counsel**

**General Contracting Services
Specification No.: 02-250061**

- | | |
|---|--|
| <p>1) Bear Construction Company
1501 Rohlwing Road
Rolling Meadows, IL 60008
George Wienold
(847) 222-1900
Vendor #37091</p> | <p>2) Blinderman Construction Company, Inc.
707 Lake Cook Road
Deerfield, IL 60015
Steven Blinderman
(847) 564-2800
Vendor # 31784</p> |
| <p>3) Broadway Consolidated Companies, Inc.
400 North Noble Street
Chicago, IL 60622
Margaret Garner
(312) 491-0330
Vendor #31102</p> | <p>4) Castle Construction Company, Inc.
3062 W. 167th Street
Markham, IL 60426
Robert Blum
(708) 339-2600
Vendor # 27806</p> |
| <p>5) Delko Construction Company, Inc.
4849 N. Milwaukee Ave.
Chicago, IL 60630
Demetrious Kozonis
(773) 282-5500
Vendor # 37092</p> | <p>6) dr/Balti Contracting Company, Inc.
2998 S. Archer Ave.
Chicago, IL 60608
Ronald Baltierra
(773) 847-0423
Vendor # 27682</p> |
| <p>7) John Edward Construction Company
4240 Lacey Road
Downers Grove, IL 60515
John Pilut
(630)852-6767
Vendor #37234</p> | <p>8) FHP Tectonics Corp. d/b/a F.H.
Paschen, S.N. Nielsen & Associates
O'Hara Plaza, 8725 W. Higgins
Chicago, IL 60631
Scott Poremba
(773)444-3474
Vendor # 24374</p> |
| <p>9) Friedler Construction Co.
1880 W. Fullerton
Chicago, IL 60614
Eric Friedler
(773) 489-1818
Vendor # 41829</p> | <p>10) Fredrickson/KRJ, Inc.
233 South Wacker Drive, Suite 5430
Chicago, IL 60606
Bennie Miles
(312) 875-9244
<u>Vendor # 37300</u></p> |
| <p>11) F&V Construction Company, Inc
5151 Church Street
Skokie, IL 60077
Bruce Freeman
(847) 965-9700
Vendor #19690</p> | <p>12) G.F. Structures Corporation
4655 W. Arthington St.
Chicago, IL 60644
Michael Lusk
(773) 626-4122
Vendor # 38324</p> |
| <p>13) The George Sollitt Company
790 N. Central Ave.
Wooddale, IL 60191
Bill J. Clanton
(630) 860-7333
Vendor # 20152</p> | <p>14) Gonzales Construction Co.
3725 S. Maplewood
Chicago, IL 60632
Alphonse C. Gonzales
(773) 890-5444
Vendor # 12747</p> |

**General Contracting Services
Specification No.: 02-250061**

- | | |
|--|---|
| <p>15) H.L.F. Construction Co., Inc.
155 N. Michigan Ave. Suite 707-10
Chicago, IL 60601
Michael Brook
(312) 861-1680
Vendor # 23292</p> | <p>16) IHC Construction Company LLC
1500 Executive Drive
Elgin, IL 60123
David J. Rock
(847) 742-1516
Vendor #37318</p> |
| <p>17) Jade Carpentry Contractors, Inc.
6547 N. Avondale
Chicago, IL 60631
Judith DeAnelo
(773) 594-1600
Vendor# 23452</p> | <p>48) Krusinski Construction Company
2107 Swift Drive
Oak Brook, IL 60523
William S. Krusinski
(630) 573-7700
Vendor #37458</p> |
| <p>19) The Lombard Company
4245 W. 123rd Street
Alsip, IL 60803
Daniel J. Lombard
(708) 389-1060
Vendor # 13330</p> | <p>20) Michuda Construction, Inc.
11204 S. Western Ave.
Chicago, IL 60643
Leo Michuda
(773) 445-5505
Vendor # 19483</p> |
| <p>21) K.R. Miller Contractors, Inc.
1624 Colonial Pkwy.
Inverness, IL 60067
Keith Miller
(847) 358-6400
Vendor # 23966</p> | <p>22) Mota Construction Company, Inc.
3100 W. Belmont
Chicago, IL 60618
Ray Mota
(773) 478-2300
Vendor # 20137</p> |
| <p><u>23) OCA Construction, Inc.
8754 S. Archer, #B
Willow Spring, IL 60480
Kelly O'Conner
(708) 839-5605
Vendor # 31792</u></p> | <p>24) Pacific Construction Services, Inc.
3949 N. Pulaski Rd.
Chicago, IL 60641
Ike Hong
(773) 866-1616
Vendor # 25832</p> |
| <p>25) Reliable & Associates Construction
Company
333 N. Ogden Ave.
Chicago, IL 60607
Linval J. Chung
(312) 666-3626
Vendor #27686</p> | <p>26) Scale Construction, Inc.
1905 Bernice Rd.
Lansing, IL 60438
Carole Zordani
(708) 418-0595
Vendor # 23854</p> |

7
General Contracting Services
Specification No.: 02-250061

27) UBM, Inc.
223 W. Jackson, #1200
Chicago, IL 60606
Rohit Patel
(312) 939-0505
Vendor # 11248

28) Vacala Construction, Inc.
13900 W. Polo Trail Drive
Lake Forest, IL 60045
Ross Bennett
(847) 918-1054
Vendor # 38985

29) Walsh Construction Company of Illinois
929 W. Adams
Chicago, IL 60607
Daniel J. Walsh
(312) 563-5400
Vendor # 24005