

**APPROVE THE PRE-QUALIFICATION STATUS OF CONTRACTORS TO PROVIDE MECHANICAL CONTRACTING SERVICES FOR THE BOARD OF EDUCATION**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve the pre-qualification status of Contractors to provide mechanical contracting services ("Services") for the Board of Education at a cost not to exceed \$300,000,000.00 in the aggregate for the initial Term and the first extension period and approve entering into a written master agreement with each Contractor. Contractors were selected on a competitive basis pursuant to duly advertised Request for Qualification (Specification No.: 07-250050). A written master agreement for the Contractors 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 in the event such Contractor fails to execute the Board's master agreement within 120 days of the date of this Board Report. Information pertinent to this master agreement is stated below.

**NAMES OF CONTRACTORS:** See Attachment

**NAME OF USER GROUP:** Department of Operations  
125 South Clark- 17<sup>th</sup>  
Chicago, IL 60603  
M. Hill Hammock

**TERM:** The term of this pre-qualification period and each master agreement is three (3) years, effective April 1, 2008 and ending March 31, 2011. The Board shall have the right to extend the pre-qualification period and each master agreement for two (2) additional one (1) year periods.

**SCOPE OF SERVICES:** Contractors will provide the following Services:

- Performing mechanical construction contracting services as defined by the Scope of Services identified in the Request for Qualification in compliance with all applicable laws, rules, codes and regulations.
- Procuring of all permits, licenses and approvals.
- Planning, coordinating, administering and supervising of the Services.
- Procuring 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.
- Providing required documents for the required insurance and providing the payment and performance bonds required for each awarded project.
- Performing change order, corrective services and closeout completion.
- Complying with Board directives and policies regarding lead and asbestos-containing surfaces, in addition to other environmental services regarding each awarded project.
- Preparing and submitting timely status and progress reports and updating project completion schedules when requested by the Board.
- Meeting with Board representatives regularly as required to discuss Services in progress and other matters.
- Providing all required M/WBE documentation when responding to a specific bid solicitation.
- Subcontracting services (other than mechanical services as defined in the Scope of Services) for awarded projects.
- Managing the services of all subcontractors.

**COMPENSATION:** The sum of payments to all pre-qualified contractors for the pre-qualification term shall not exceed \$300,000,000 for the initial Term and the first extension period.

**USE OF THE POOL:** The Board shall solicit sealed bids for each project from the pre-qualified pool and each Contractor will be requested to furnish a lump-sum quotation in response to an invitation to bid for a defined Scope of Services. 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.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written master agreement. Authorize the President and Secretary to execute the master agreements. Authorize Chief Operating Officer to execute all ancillary documents required to administer or effectuate the master agreement.

**AFFIRMATIVE ACTION:** Pursuant to section 4.1 of the Remedial Program for Minority and Women Business Enterprise Participation in Construction Projects, the Aspirational Goal will be applied to this pool at 25% MBE and 5% 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 Operations: \$300,000,000.00 Fiscal Year: FY08, FY09, FY10 & FY11  
Budget Classification: Various Capital Funds  
Source of Funds: 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 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:**

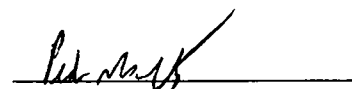
**Approved:**




Heather A. Obora  
Chief Purchasing Officer

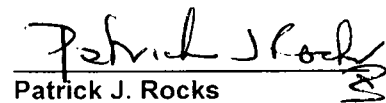
Arne Duncan  
Chief Executive Officer

**Within Appropriation:**



Pedro Martinez  
Chief Financial Officer

Approved as to legal form: 



Patrick J. Rocks  
General Counsel

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| <p>1) Hill Mechanical Corp<br/>110445 Gage Ave.<br/>Franklin Park, IL 60131<br/>James B. Hill<br/>(847) 451-5000<br/>(847) 451-5011 (fax)<br/>Vendor # 24034</p> <p>3) Oak Brook Mechanical Services, Inc.<br/>961 S. Route 83<br/>Elmhurst, IL 60126<br/>Mark Sullivan<br/>(630) 941-3555<br/>(630) 941-0294 (fax)<br/>Vendor # 17883</p> <p>5) R.J. Olmen Company<br/>3200 West Lake Avenue<br/>Glenview, IL 60026<br/>Stanley J. Olmen<br/>(847) 724-0994<br/>(847) 724-7309 (fax)<br/>Vendor # 68006</p> | <p>2) Ideal Heating Company<br/>9515 Southview Avenue<br/>Brookfield, IL 60513<br/>Charles M. Usher Jr.<br/>(708) 680-5000<br/>(708) 680-5007 (fax)<br/>Vendor # 13288</p> <p>4) Qu-Bar Inc.<br/>4149 W. 166th Street<br/>Oak Forest, IL 60452<br/>Niranjan S. Choksi<br/>(708) 339-8360<br/>(708) 339-8368<br/>Vendor # 23503</p> <p>6) Scheck Mechanical Corporation<br/>500 East Plainfield Road<br/>Countryside, IL 60525<br/>Ron Wintercorn<br/>(708) 482-8100<br/>(708) 482-8185<br/>Vendor # 63604</p> |
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