

**AUTHORIZE SECOND RENEWAL AGREEMENT WITH HILL MECHANICAL OPERATIONS, INC. FOR  
BUILDING ENGINEERING SERVICES**

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

Authorize the second renewal agreement with Hill Mechanical Operations, Inc. to provide building engineering services to at a total cost for the renewal period not to exceed \$5,100,000. A written renewal agreement is currently being negotiated. No payment shall be made to Hill Mechanical Operations, Inc. during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 09-250042

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

**VENDOR:**

- 1) Vendor # 24034  
HILL MECHANICAL OPERATIONS, INC  
11045 GAGE AVE.  
FRANKLIN PARK, IL 60131  
Harold Hacker  
847 451-5600

**USER INFORMATION :**

Contact:  
11860 - Facility Operations & Maintenance  
  
125 South Clark Street 16th Floor  
  
Chicago, IL 60603  
  
Mcguffage, Mr. Terrence William  
  
773-553-2960

**ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 09-1216-pr7) in the amount of \$11,820,720 is for a term commencing February 24, 2010 and ending February 23, 2013, with the Board having two (2) options to renew for one (1) year term. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2. The agreement was renewed (authorized by Board Report 13-0123-PR10) in the amount of \$5,100,000 for a term commencing February 23, 2013 and ending February 23, 2014.

**OPTION PERIOD:**

The agreement is being renewed for one (1) year commencing February 24, 2014 and ending February 23, 2015.

**OPTION PERIODS REMAINING:**

There are no option periods remaining.

**SCOPE OF SERVICES:**

Vendor will continue to provide licensed and qualified building engineers to be placed as permanent building engineers in various Board facilities. The building engineer will plan, coordinate and supervise the entire operations and maintenance of the respective school in accordance with good, professional practice and the facility plan for each school approved by the Department of Facilities. The building engineer shall be responsible for all the operations and maintenance of all building mechanical equipment and, as directed, monitor the subcontractor work crews and review their performance and compliance with contract specifications.

**DELIVERABLES:**

Vendor will provide licensed operating engineers at various Board Facilities.

**OUTCOMES:**

Vendor's services will result in safe and economical operation and maintenance of mechanical and other operating systems of Board facilities.

**COMPENSATION:**

Vendor shall be paid during this option period as specified in the agreement; total not to exceed the sum of \$5,100,000.

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:**

Vendor agrees to comply with the contract-specific goals within the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services contracts. The Equal Employment Opportunity Compliance (EEOC) diversity goal for this agreement is set at 30% minority staffing (15% African-American, 15% Latino) and 2% female staffing.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund: 230  
Facilities Operations and Maintenance, 11860  
\$5,100,000, FY14 and FY15  
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:



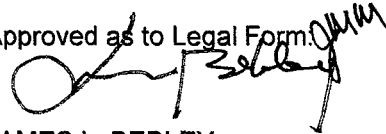
SÉBASTIEN de LONGEAUX  
Chief Procurement Officer

Approved:



BARBARA BYRD-BENNETT  
Chief Executive Officer

Approved as to Legal Form.



JAMES L. BEBLEY  
General Counsel