

**AUTHORIZE THE FIRST AND SECOND RENEWAL OF PRE-QUALIFICATION STATUS WITH VARIOUS CONTRACTORS TO PROVIDE EMERGENCY FACILITY RESTORATION SERVICES**

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

Authorize the first and second renewal of pre-qualification status with various contractors to provide emergency restoration services at an estimated annual cost set forth in the Compensation Section of this report and approve entering into a written renewal master agreement with each contractor. Written renewal agreements are currently being negotiated. No services shall be provided by and no payment shall be made to any contractor prior to the execution of their written renewal agreement. The pre-qualification status approved herein for each contractor shall automatically rescind in the event such contractor fails to execute their renewal agreement within 120 days of the date of this Board Report. Information pertinent to these renewal agreements is stated below.

Specification Number : 13-250074

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

**USER INFORMATION :**

Contact:

11860 - Facility Operations & Maintenance

42 West Madison Street

Chicago, IL 60602

Osland, Mr. Paul G.

773-553-2960

**TERM: ORIGINAL AGREEMENT:**

The original pre-qualification master agreements (authorized by Board Report 14-0122-PR10) in the amount of \$3,000,000 is for a term commencing February 15, 2014 and ending February 14, 2016 with the Board having the right to renew the pre-qualification period and each master agreement for two (2) additional one (1) year periods. Contractors were selected on a competitive basis pursuant to Board Rule 7-2.

**OPTION PERIOD:**

The term of the agreements are being renewed for a two (2) year term commencing February 15, 2016 and ending February 14, 2018.

**OPTION PERIODS REMAINING:**

There are no renewal options remaining.

**SCOPE OF SERVICES:**

Contractors will continue to provide emergency restoration and/or remediation services. Emergency repairs will cover damage from water, fire, mold, wind, vandalism and any other elements which includes repairs to, and/or replacement of, building and/or any other Board property.

Services will include, but are not limited to: damage assessment and documentation including photos, weekly progress reporting, fire, water and smoke remediation services, mold testing and abatement, air

quality testing and reporting, final air clearance certification, furniture removal and storage (if necessary), full restoration of the Board's property.

**COMPENSATION:**

The sum of payments to all pre-qualified contractors for the renewal term shall not exceed \$3,000,000 in the aggregate.

**USE OF POOL:**

Work will be assigned on a rotating schedule based on capacity and type of emergency.

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Construction Projects, (M/WBE Plan), the M/WBE goals for this contract include 25% total MBE and 5% total WBE. Aggregated compliance of this pool contract will be monitored on a quarterly basis.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund: 230

Facility Operations & Management, 11860

Risk Management, 12460

\$3,000,000, FY16, FY17 and FY18

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:



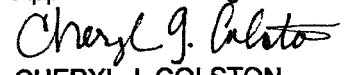
SÉBASTIEN de LONGEAUX  
Chief Procurement Officer

Approved:



FORREST CLAYPOOL  
Chief Executive Officer

Approved as to Legal Form: *gamm*



CHERYL J. COLSTON  
Acting General Counsel

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| <p>1) Vendor # 20262<br/>ACTION CLEANERS, INC<br/>925 SETON COURT., STE 6<br/>WHEELING, IL 60090<br/>Jim O'Callaghan<br/>847 658-8988<br/><br/>Ownership: Michael Pohl 50% And James O'Callaghan - 50%</p>                            | <p>4) Vendor # 99464<br/>CP FIRE &amp; WATER RESTORATION, LLC DBA SERVPRO OF OAK LAWN<br/>12620 S. HOLIDAY DR. STE A<br/>ALSIP, IL 60803<br/>Frank Zubricki<br/>708 239-1444<br/><br/>Ownership: Cynthia Williams - 50% And Patricia Zubricki - 50%</p> |
| <p>2) Vendor # 99465<br/>AMERICAN TECHNOLOGIES, INC<br/>1175 FRONTENAC RD.<br/>NAPERVILLE, IL 60563<br/>Doug Fairless<br/>630 548-8150<br/><br/>Ownership: Gary Moore - 100%</p>                                                      | <p>5) Vendor # 63126<br/>J.C. RESTORATION, INC<br/>3200 SQUIBB AVENUE<br/>ROLLING MEADOWS, IL 60008<br/>Bill Pazely<br/>800 956-8844<br/><br/>Ownership: Warner A. Cruz - 100%</p>                                                                      |
| <p>3) Vendor # 96770<br/>BELFOR USA GROUP, INC DBA BELFOR PROPERTY RESTORATION<br/>1509 BROOK DRIVE<br/>DOWNERS GROVE, IL 60515<br/>Hank Manalli<br/>630 953-8350<br/><br/>Ownership: Public Entity With More Than 100 Investors.</p> | <p>6) Vendor # 99466<br/>MALLORY SUN, LLC DBA SERVPRO OF DOWNERS GROVE / OAK BROOK<br/>960 INDUSTRIAL DRIVE, STE 5<br/>ELMHURST, IL 60126<br/>Tracy Smith<br/>630 573-4290<br/><br/>Ownership: Tracy Smith - 51% And Marcus Smith - 49%</p>             |