

33117
ADOPTED – BOARD OF TRUSTEES
COMMUNITY COLLEGE DISTRICT NO. 508
DECEMBER 1, 2016

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
COUNTY OF COOK AND STATE OF ILLINOIS

SOIL REMOVAL FOR TRANSPORTATION, DISTRIBUTION AND LOGISTICS CENTER CONSTRUCTION
BRANDENBURG INDUSTRIAL SERVICE COMPANY
(CONTRACT EXTENSION)
OFFICE OF ADMINISTRATIVE AND PROCUREMENT SERVICES
OLIVE-HARVEY COLLEGE

THE CHANCELLOR RECOMMENDS:

that the Board of Trustees authorizes the Chair to extend the agreement with Brandenburg Industrial Service Company approved under Board Report #32685 adopted June 4, 2015, to load, haul and dispose of soil material that is being excavated and stockpiled at Olive-Harvey College for the period commencing no sooner than January 1, 2017 through June 30, 2018, at no additional cost.

VENDOR: Brandenburg Industrial Service Company
 2625 South Loomis Street
 Chicago, Illinois 60608

USER: Olive Harvey College

ORIGINAL TERM:

The term of the agreement commenced on June 7, 2015 and continues through December 31, 2016.

EXTENDED TERM:

The extended term of this agreement shall commence on January 1, 2017 and shall continue through June 30, 2018.

SCOPE OF SERVICES:

This agreement is necessary due to unforeseen conditions within the existing soil profile that are atypical and reflect the need to completely remove and replace soil and deepen footings due to structurally unacceptable soil conditions. Specific design criteria mandated by the Illinois Capital Development Board and authorized by the Architect of Record requires removal of an impacted soil volume equivalent to a three foot depth out of the construction site. This mandate will require the project's excavated spoils to be loaded, hauled and disposed of by Brandenburg Industrial Service Company.

The extension is necessary due to the project's stop work order issued by the Capital Development Board on June 30, 2015 as a result of the lack of State funding/appropriation of project funds. On August 31, 2016, the Capital Development Board issued a letter to all contracted parties of their intent to restart the project.

BENEFIT TO CITY COLLEGES OF CHICAGO:

The approach that was pursued by the City Colleges Team avoided a cost to the project that would have approached double the cost we are currently paying. By maintaining a presence on site and controlling the volumes of spoils being removed, City Colleges avoided adding the burden of removing the backfill from the project which would have carried a significant cost. Given that Brandenburg initiated the demolition, the company is familiar with existing conditions. This site will provide the land necessary for the Transportation, Distribution and Logistics Center CDL training pad, vehicle storage lot, landscaping and site circulation to be constructed.

VENDOR SELECTION CRITERIA:

The contract being utilized as part of the joint purchasing agreement has been advertised and awarded in accordance with the procurement procedures of the City of Chicago, a sister agency to CCC, under Contract PO# 26312 demolition services. Pursuant to State law, contracts for goods and services procured from another governmental entity are exempt from the District's competitive bidding requirements.

MBE/WBE COMPLIANCE:

The Office of Contract Compliance has reviewed the above referenced extension and has determined that the vendor is in compliance with the Board Approved Participation Plan:

<u>Vendor</u>	<u>MBE or WBE</u>	<u>%</u>	<u>Participation</u>	<u>Certifying Agency</u>
E King Construction 3865 W. Columbus Ave. Chicago, IL 60652	MBE	25	Direct	City of Chicago
L and B Trucking 4439 Wenoah Ave. Stickney, IL 60402	WBE	7	Direct	City of Chicago

GENERAL CONDITIONS:

Inspector General – It shall be the duty of each party to the agreement to cooperate with the Inspector General for City Colleges of Chicago in any investigation conducted pursuant to the Inspector General's authority under Article 2, Section 2.7.4(b) of the Board Bylaws.

Ethics – It shall be the duty of each party to the agreement to comply with the applicable Provisions of the Board's Ethics Policy adopted January 7, 1993, and as amended by the Board.

Contingent Liability – Pursuant to Section 7-14 of the Illinois Public Community College Act, all agreements authorized herein shall contain a clause that any expenditure beyond the current fiscal year is subject to appropriation in the subsequent fiscal year.

FINANCIAL:

No change in cost is associated with this time extension to the agreement Brandenburg Industrial Service Company. They will be paid as set forth in Board Report #32685 adopted June 4, 2015; total cost not to exceed \$1,299,261.45 for the contract term.

Charge to: Olive-Harvey College Campus

Sources of funds: OH -Capital Fund

FY17: 580000-92015-5005031-70000-0000-900501330

Respectfully submitted,

**Cheryl L. Hyman
Chancellor**

December 1, 2016 – Office of Administrative and Procurement Services