

**APPROVE ENTERING INTO AN AGREEMENT WITH AMERICAN PARKING LOT MAINTENANCE, INC. FOR EMERGENCY SNOW PLOWING AND REMOVAL SERVICES**

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

Approve entering into an agreement with American Parking Lot Maintenance, Inc. to provide emergency snow plowing and removal services at a cost not to exceed \$1,000,000. Vendor was selected on a competitive basis pursuant to a duly advertised Bid Solicitation (Specification Number 08-250051). A written agreement for Vendor's services is currently available for signature. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

**Specification Number :** 08-250051  
**Contract Administrator :** Ethan Sinnema / 773-553-3295

**VENDOR:**

Vendor # 34276  
American Parking Lot Maintenance  
210 Lageschulte St.  
Barrington, IL 60010  
Ervin Geisler  
847-381-6900

847-381-5445

**USER:**

Facility Operations & Maintenance  
125 South Clark Street 16th Floor  
Chicago, IL 60603

Contact : John Cooke

Phone: 773-553-2900  
Project Manager: John Cooke  
Phone: 773-553-2900

**TERM:**

The term of this agreement shall commence on the date the agreement is signed and shall end 24 months thereafter. This agreement shall have 2 options to renew for periods of one year each.

**EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate this agreement with 30 days written notice.

**SCOPE OF SERVICES:**

Vendor will provide snow plowing and removal services during emergency winter conditions (snow fall of eight or more inches within a twenty four hour period). Vendor will provide plowing of sidewalks, parking lots, shoveling, and removal of snow from school sites and disposal of snow.

**DELIVERABLES:**

Vendor will provide emergency snow removal for 8 inches or snow or more.

**OUTCOMES:**

Vendor's services will result in complete clean up of all sites as requested by the Department of Facilities.

**COMPENSATION:**

Vendor shall be paid as follows: in accordance with rates set forth in the contact, not to exceed the sum of \$1,000,000.

**REIMBURSABLE EXPENSES:**

None.

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:**

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The M/WBE goals for this agreement are 35% for MBE participation and 7% for WBE participation.

The Vendor has scheduled the following:

**Total MBE - 35%**

F&B Construction Services  
7953 South King Drive  
Chicago, IL 60619  
Contact: Paul Fuller

United Building Maintenance  
165 Easy Street  
Carol Stream, IL 60188  
Contact: Jim Caberra

Ameriastar Contractors, Inc  
6700 South Chicago Drive, Suite 27G  
Chicago, IL 60649  
Contact: Ryan Washington

Alvarez, Inc.  
15N497 Old Sutton Road  
Barrington, IL 60010  
Contact: Cindy Alvarez

**Total WBE- 7%**

Scott Enterprises, Inc.  
17807 Oakwood Drive  
Hazel Crest, IL 60429  
Contact: Elaine Scott

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to Facilities: \$1,000,000  
Source of Funds: PBC Operations and Maintenance

11880-230-54105-254002-000000-2010

\$1,000,000.00

**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 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:**



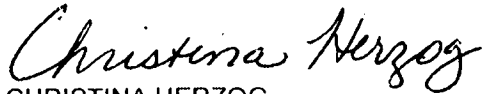
**Opal L. Walls**  
**Chief Purchasing Officer**

**Approved:**



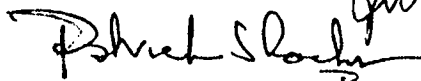
**Ron Huberman**  
**Chief Executive Officer**

Within Appropriation:



**CHRISTINA HERZOG**  
**ACTING CHIEF FINANCIAL OFFICER**

Approved as to Legal Form:



**PATRICK J. ROCKS**  
**General Counsel**