

**APPROVE ENTERING INTO AN AGREEMENT WITH SPEEDY GONZALEZ LANDSCAPING, INC.  
FOR NEW LANDSCAPING AND IRRIGATION SYSTEMS INSTALLATION SERVICES**

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

Approve entering into an agreement with Speedy Gonzalez Landscaping, Inc. to provide new landscaping and irrigation installation and removal services to the Chicago Public Schools at a cost not to exceed \$800,000. Vendor was selected on a competitive basis pursuant to duly advertised Bid Solicitation (Specification No. 06-250063). A written agreement for Vendor's services is 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.

**VENDOR:** Speedy Gonzalez Landscaping, Inc.  
10624 S. Torrence Ave  
Chicago, IL 60127  
Jose Gonzalez  
(773) 734-7780  
Vendor # 24765

**USER:** Department of Operations  
125 South Clark-17<sup>th</sup> Floor  
Chicago, IL 60603  
M. Hill Hammock  
(773) 553-2900

**TERM:** The term of this agreement shall commence on July 1, 2007 and shall end June 30, 2008. This agreement shall have two 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 shall provide new landscaping and irrigation systems installation and removal services for Chicago Public Schools and facilities.

**DELIVERABLES:** Vendor will provide new landscaping and irrigation systems installation and removal services.

**OUTCOMES:** Vendor's services will result in the enhancement and beautification of various Chicago Public School sites.

**COMPENSATION:** Vendor shall be paid in accordance with the unit pricing contained in the contract: total compensation not to exceed the sum of \$800,000.

**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 Operating 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 Construction Projects (M/WBE). The M/WBE participation goals for this contract include: 26% total MBE and 5% total WBE. The vendor has identified the following firm:

**Total MBE: 95%**

Speedy Gonzalez Landscaping Inc. (H)  
10624 S. Torrence Ave.  
Chicago, IL 60127

**Total WBE: 5%**

E. King Construction Company, Inc.  
3865 W. Columbus  
Chicago, IL 60652

**LSC REVIEW:** Local School Council approval is not applicable to this report.

**FINANCIAL:** Charge to Operations: \$800,000 Fiscal Year: FY08  
Budget Classification: 12150-474-54105-009567-000000-2007  
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.

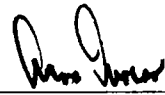
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**Approved for Consideration:**



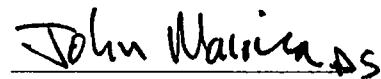
Heather A. Obara  
Chief Purchasing Officer

**Approved:**



Arne Duncan  
Chief Executive Officer

**Within Appropriation:**



John Malorca  
Chief Financial Officer

**Approved as to legal form:** 



Patrick J. Rocks  
General Counsel