

**APPROVE ENTERING INTO AN AGREEMENT WITH SPEEDY GONZALEZ LANDSCAPING, INC.
FOR ASPHALT AND CONCRETE INSTALLATION AND REMOVAL SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Speedy Gonzalez Landscaping Inc. to provide asphalt, concrete installation and removal services to the Chicago Public Schools at a cost not to exceed \$2,000,000. Vendor was selected on a competitive basis pursuant to duly advertised Bid Solicitation (Specification No. 08-250035). 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:

1)
Speedy Gonzalez Landscaping,
10624 S Torrence Ave.
Chicago, IL 60617-0000
Jose Gonzalez
773-734-7780
Vendor # 24765

USER:

Facility Operations & Maintenance
125 South Clark Street 16th Floor
Chicago, IL 60603
David E. Allen
773-553-2049

TERM:

The term of this agreement shall commence on May 1, 2009 and shall end April 30, 2010. This agreement shall have two (2) options to renew for periods of one (1) 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 asphalt and concrete installation and removal services.

DELIVERABLES:

Vendor shall provide all materials in compliance with the IDOT requirements.

OUTCOMES:

Vendor's services will result in the enhancement and beautification of various school sites.

COMPENSATION:

Vendor shall be paid as in accordance with the unit pricing contained in their contract; total compensation not to exceed the sum of \$2,000,000.

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 Purchasing 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 contract are: 30% total MBE participation and 7% total WBE participation.

The Vendor has identified the following:

Total MBE - 93%

Speedy Gonzalez Landscape, Inc. (H)
10624 South Torrence Avenue
Chicago, Illinois 60617
Contact: Jose Gonzalez

Total WBE - 7%

E. King Construction
3865 West Columbus Drive
Chicago, Illinois 60652
Contact: Elaine King

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Facilities: \$2,000,000
Source of Funds: Capital Funds

12150-499-54105-253524-000000-2009

12150-499-54105-253524-000000-2010

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.

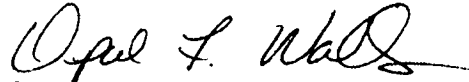
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their 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

Within Appropriation:



PEDRO MARTINEZ
Chief Financial Officer

Approved:



Ron Huberman
Chief Executive Officer

Approved as to Legal Form:



PATRICK J. ROCKS
General Counsel