



# Chicago Park District

## Legislation Text

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**File #:** 17-2639-0111, **Version:** 1

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### **AUTHORIZATION TO ENTER INTO A CONTRACT WITH UNIVERSITY OF ILLINOIS CHICAGO FOR WATER SAMPLE TESTING SERVICES FOR CHICAGO PARK DISTRICT BEACHES**

To the Honorable Board of Commissioners of the Chicago Park District

#### **I. Recommendation**

It is recommended that the General Superintendent and CEO or his designee enter into a contract with University of Illinois at Chicago ("UIC") for water sample testing services for Chicago Park District beaches. Moreover, pursuant to Chapter XI, Section D, 1, b, (2), (f), (iii) of the Code of the Chicago Park District, it is recommended that competitive bidding is suspended for this purchase because of UIC's specialized experience or skill regarding water sample testing.

#### **II. Award Information**

Company: University of Illinois at Chicago  
Fogarty International Program  
2121 W. Taylor Street  
Chicago, Illinois 60612

Contract Term: Four (4) years with two one (1) year extensions.

Contract Amount: Not to exceed \$500,000.00 annually.

Scope of Services: UIC will test water samples from two transects per beach, 18-20 beaches per day, seven (7) days a week.

#### **Affirmative Action**

Goals: Pursuant to Chapter XI, Section F, 2, a, of the Code of the Chicago Park District, the Minority and Women Owned Participation requirements are not included.

Authorization: Authorize the General Counsel to include other relevant terms and conditions in the written Agreement.  
Authorize the General Superintendent to execute the Agreement and the Secretary to attest as to the signing of the Agreement and keep an original copy of the Agreement on file.

#### **III. Budget and Financial Information**

Budget Classification: Operating and Capital  
Fiscal Year: 2017  
Source of Funds: 001.8450.8450.623130.01.01.01.00001  
077.8450.8450.627045.BD117.01.01.58144

#### **IV. Procurement Information**

Pursuant to Chapter XI, Section D, 1, b, (2), (f), (iii) of the Code of the Chicago Park District, it is in the best interest of the Chicago

Park District to suspend competitive bidding for this procurement (see Section V, Explanation).

## **V. Explanation**

The Department of Cultural and Natural Resources (“DCNR”) manages the beach monitoring and notification program for public beaches in Chicago. Sampling of bacteria levels in the water is performed following criteria established by the United States Environmental Protection Agency. For the past two years, DCNR has worked with the University of Illinois at Chicago School of Public Health (“UIC”) to pilot the EPA's newly established rapid test method at a subset of beaches. This new method uses DNA detection instead of culturing live bacteria cells, and cuts the time required for test results from 18 to 24 hours to 2 or 3. Water quality conditions can change dramatically from day to day, so faster results provide more accurate information for the public and better protection of public health. UIC has a lab with the equipment necessary to run the rapid test, and staff that are experienced with the method. Therefore, it is in the best interest of the Chicago Park District to authorize the purchase of water sample testing services for Chicago Park District beaches from the University of Illinois at Chicago.

## **VI. General Conditions**

1) *Conflicts*: The Agreement shall not be legally binding on the Chicago Park District if entered into in violation of the provisions of 50 ILCS 105, the Public Officer Prohibited Activities Act.

2) *Ethics*: The Chicago Park District’s Ethics Code, Chapter III of the Code of the Chicago Park District, shall be incorporated into and made part of the agreement.

3) *Contingent Liability*: Any agreement lawfully entered into for a period of more than one year shall be executory only for the amounts for which the Park District may become liable in succeeding fiscal years pursuant to Section 17(i) of the Chicago Park District Act, 70 ILCS 1505/17(i). 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 budget.

4) *Economic Disclosure Statement (“EDS”)*: Contractor has submitted a full and complete.