

**AUTHORIZE THE FIRST AND FINAL RENEWAL AGREEMENT WITH CARNOW, CONIBEAR AND ASSOC., LTD. FOR WATER QUALITY TESTING SERVICES**

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

Authorize the first and final renewal agreement with Carnow, Conibear and Assoc., LTD. to provide Water Quality Testing services to all Chicago Public Schools, buildings and leased space at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 18-350022

Contract Administrator : Cardenis, Christy L. / 773-553-2280

**VENDOR:**

- 1) Vendor # 36789  
CARNOW, CONIBEAR & ASSOC., LTD.  
600 WEST VAN BUREN STREET., STE 500  
CHICAGO, IL 60607

Brian LoVetere  
800 860-4486

Ownership: For-Profit Corporation; Shirley A.  
Conibear - 60% and Brian LoVetere - 40%

**USER INFORMATION :**

Project  
Manager: 11880 - Facility Opers & Maint - City Wide

42 West Madison Street

Chicago, IL 60602

Schleyer, Richard J

773-553-2960

**ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 18-0725-PR8) in the amount of \$2,000,000 is for a term commencing September 1, 2018 and ending August 31, 2022, with the Board having one (1) option to renew for a four (4) year term. The original agreement was awarded on a competitive basis pursuant to former Board Rule 7-2.

**OPTION PERIOD:**

The term of this agreement is being renewed for four (4) years commencing September 1, 2022 and ending August 31, 2026.

**OPTION PERIODS REMAINING:**

There are no option periods remaining.

**SCOPE OF SERVICES:**

Vendor will manage, schedule, execute, document, communicate and report the water quality testing program for the CPS to the relevant parties and schools.

**DELIVERABLES:**

Provide Water Quality Testing Services: Follow CPS Protocols for sample collection, chain custody, lab analysis, reporting, and database management and updating. Vendor will provide, manage and communicate testing schedule. Vendor will photograph the first sample taken at each drinking water location. Vendor shall submit on behalf of CPS the analytical results from the laboratory to the State of Illinois for each building being tested. Analytical test results shall be submitted within seven (7) business days after receipt of results Vendor shall provide a summary statement for each building for communications purposes Laboratories will be IDPH Certified.

**OUTCOMES:**

Vendor's services will result in the water quality testing of approximately 25% of the District's schools, owned buildings and leased space per year. 100% of CPS schools, owned buildings and leased space are to be tested at least once over the four year term.

**COMPENSATION:**

Vendor shall be paid during this option period at per test fee and hourly rates as specified in contract. Estimated annual costs for this option period are set forth below:

- \$500,000 FY23
- \$500,000 FY24
- \$500,000 FY25
- \$500,000 FY26

**REIMBURSABLE EXPENSES:**

Vendor shall be reimbursed for the following expenses: transportation, photocopying, lab analytical costs, sampling supplies and such other expenses as specified in the option agreement. Reimbursable expenses require prior approval of CPS' Environmental Manager (or designee). The total compensation amount reflected herein is inclusive of all reimbursable expenses.

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services contracts, (M/WBE Program), this contract is in full compliance with the Business Diversity goals of 30% MBE and 7% WBE as the Prime vendor is 100% WBE.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

- Fund 230 Capital/Operations, Unit 12150
- \$500,000, FY23
- \$500,000, FY24
- \$500,000, FY25
- \$500,000, FY26

Not to exceed \$2,000,000 for the four (4) year term.  
Future year funding is contingent upon budget appropriation and approval

**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 May 25, 2011 (11-0525-PO2), 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:



CHARLES E. MAYFIELD  
Chief Procurement Officer

Approved:



PEDRO MARTINEZ  
Chief Executive Officer

Approved as to Legal Form: 



JOSEPH T. MORIARTY  
General Counsel