

SCOPE OF WORK NO. 4
TO THE MASTER SERVICES AGREEMENT BETWEEN
UTILITY SERVICE CO., INC.
AND
VILLAGE OF LOMBARD, IL

WATER TANK MAINTENANCE – 1,600,000 GALLON STANDPIPE – NORTH AVENUE TANK

1. **Effective Date.** The Effective Date for this Scope of Work No. 1 (“SOW4”) shall be _____, 20_____.
2. **Term.** The Owner agrees to engage the Company to provide the professional service needed to maintain its 1,600,000 gallon water storage tank located at 920 North West Road, Lombard, Illinois 60148 (hereinafter “tank”). This SOW4 shall commence on the Effective Date and shall continue in full force and effect for one year (“Contract Year 1”). This SOW4 will automatically renew for successive one-year terms (“Contract Years”) unless terminated as set forth in Section 9 of the Master Services Agreement.
3. **Company’s Responsibilities.** This SOW4 outlines the Company’s responsibility for the care and maintenance of the above described water storage tank. Care and maintenance include the following:
 - A. The Company will annually inspect and service the tank, in accordance with Schedule A. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.
 - B. Biennially, beginning with the first washout/inspection, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection. Upon request, the Company will provide digital copies of the inspection report to the Water Department Supervisor, or the main contact designed by the Owner on the account.
 - C. The Company shall furnish engineering and inspection services needed to maintain and repair the tank and tower during the term of this SOW4. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.
 - D. The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. When interior repainting is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint. If it is determined that the repainting

and/or repairs are necessary such that the scope or schedule differs from what is outlined in Schedule A, then that work, to include labor and materials needed, shall be mutually agreed upon by both parties in advance of starting the work. The parties shall enter into a written amendment to provide payment terms for said work, which may be lump sum, upon completion, No work will proceed on the tank without providing advance notice and receiving consent from the Water Department. At the time the exterior requires repainting, the Company agrees to paint the tank with the same color paint and to select a coating system which best suits the site conditions, environment, and general location of the tank. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the **State of Illinois**, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.

E. A lock will be installed on the roof hatch of the tank.

F. The Company will provide emergency services, when needed, to perform all repairs covered under this SOW4. Reasonable travel time must be allowed for the repair unit to reach the tank site.

G. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the tank is being serviced.

H. The Company will furnish current certificates of insurance coverage to the Owner.

I. Mixing System Installation.

1. The Company shall install an active mixing system in the Tank.

2. The particular unit that will be installed in the Tank is a NSF Approved PAX 500 active mixing system along with its component parts.

J. In the event that the Owner will not release the tank for service or is the cause of unreasonable delay in the performance of any service herein, the Company reserves the right to renegotiate the annual fees, and the Owner agrees to renegotiate the annual fees in good faith. In addition, the Owner hereby agrees that the Company can replace a washout inspection with a visual inspection, ROV inspection, or UAV inspection without requiring modification of this Contract.

4. Contract Price/Annual Fees. The tank shall receive an exterior renovation, interior wet-renovation, mixing system installation and repairs prior to the end of Contract Year 4. The first three (3) annual fee shall be **\$2,500.00** per Contract Year. The annual fees for Contract Years 4, 5, and 6 shall be **\$265,003.00** per Contract Year. The annual fee for Contract Year 7 shall be **\$48,220.00**. See the attached **Schedule B** for the annual fees for Contract Years 8 through 15. In Contract Year 16 and each anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The adjustment of the annual fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this SOW4.

5. Payment Terms. The annual fee for Contract Year 1, plus all applicable taxes, shall be due and payable on the first day of the Contract Year. See **Attached Schedule A** for Specifications of the work to be performed; said **Schedule A** is incorporated herein by reference. Also, please see **Schedule B**, which is attached hereto and incorporated herein by reference and sets forth the annual fees for Contract Years

1 through 15 as well as the Schedule of Work. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year, thereafter. Furthermore, if the Owner elects to terminate this SOW4 prior to remitting the first six (6) annual fees, then unpaid balance of the first six (6) annual fee shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.

- 6. Structure of Tank.** The Company is accepting this tank under program based upon its existing structure and components. ***Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.***
- 7. Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this SOW4. Said modification of this SOW4 will reasonably reflect the increased cost of the service with a newly negotiated annual fee. In the event that changes to the tank maintenance become necessary due to government mandates, the Owner and Company will discuss the scope of work and timeframe for performance in advance of implementing said changes. The modification of the fees will be determined by fair market value.

The work performed under this Contract is subject to prevailing wages, and the workers who are performing work under this Contract are to be paid no less than the prevailing hourly rate of wages as set by the appropriate authority. Any future work performed by workers under this Contract will be subject to the wage determination of the appropriate authority which is in effect when the work is performed. However, the Owner and the Company hereby agree that if the prevailing wage rates for any job or trade classification increases by more than 5% per annum from the effective date of this Contract to the date in which any future work is to be performed under this Contract, then the Company reserves the right to re-negotiate the annual fee(s) with the Owner. If the Company and the Owner cannot agree on re-negotiated annual fee(s), then: (1) the Company will not be obligated to perform the work and (2) the Company will not be obligated to return past annual fee(s) received by the Company.

- 8. Excluded Items.** This SOW4 does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at any time during the term of the SOW4; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; (9) any latent defects of the tank or its components (i.e., corrosion from the underside of the floor plates or corrosion in areas not accessible to maintain); or (10) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank. If at some point in the future any of these excluded items become necessary, or should impact the tank in a way that would require additional work to be needed, the Owner and Company will negotiate an amendment to this SOW4

that reflects the additional costs and time to provide the newly needed services, in a way that reflects fair market value.

9. Visual Inspection Disclaimer. This SOW4 is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, corrosion in areas not accessible to maintain, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

The SOW4 is executed and effective as of the date last signed by the parties below.

OWNER

Village of Lombard

By: 

Name: Keith Giagnorio

Title: Village President

Date: October 1, 2020

COMPANY

Utility Service Co., Inc.

By: 

Name: Jonathan Cato

Title: Senior VP, Advanced Solutions LOB

Date: September 16, 2020

SCHEDULE A

VILLAGE OF LOMBARD SCHEDULE OF WORK TO BE ACCOMPLISHED UNDER THE “FULL SERVICE MAINTENANCE PROGRAM”

YEAR 1 (2021)

Inspection Service

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program

YEAR 2 (2022)

Inspection Service

1. ROV inspection.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure Tank complies with all federal and state regulations.
5. Maintain as per the maintenance program

YEAR 3 (2023)

Inspection Service

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program

YEAR 4 (2024)

Exterior Coatings

1. All exterior surfaces must be pressure washed with a minimum of 4,000 P.S.I. washer to remove any surface contamination.
2. All rusted areas must be Hand/Power tool cleaned per SSPC-SP2, SP3, SP7 cleaning methods.
3. All rusted or bare areas must be spot primed with a rust inhibitive metal primer.
4. One (1) full intermediate coat of a Tnemec compatible Series coating shall be applied to complete exterior surfaces at manufacturer's recommended thickness (100%).
5. One (1) full finish coat of a Tnemec Series 700 Hydroflon coating shall be applied to complete exterior surfaces at manufacturer's recommended thickness (100%).
6. Use same logo/layout and color scheme
7. Paint all concrete foundations

Interior-Wet Specifications

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 "Near White" finish.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:
 - *Primer Coat:* One [1] complete coat of Tnemec Series Zinc 94 H2O or equivalent shall be applied at the manufacturer's recommended thickness.
 - *Finish Coat:* One [1] complete finish coat of Tnemec Series N140 Epoxy or equivalent shall be applied at the manufacturer's recommended thickness.
 - a. *Contrasting Color:* Each coat of epoxy paint shall be of contrasting color.
 - b. *Stripe Coat:* One additional coat of epoxy shall be applied by brush and roller to all weld seams.
4. After the liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A. Spray Method No. 2 (200 PPM).
5. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the State.
6. Once the tests results confirm the non-hazardous status of the wastes, the spent abrasive shall be disposed of properly.
7. The Tank shall be sealed and made ready for service.

Repairs:

1. Install pwn 500 mixer, with preferred installation conduit and wire to the base flange. (electric to the tank by the village.)
2. Remove fill-pipe
3. Replace access safety climb
4. Install locking roof hatch
5. Resurface foundation
6. Repair small areas of grout failure
7. Remove old ladder stand offs on exterior shell (near logo) - grind shell smooth in those locations.

YEAR 5 (2025)

Inspection Service

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program.

YEAR 6 (2026)

Inspection Service

1. Washout, disinfect, and inspect the tank.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure Tank complies with all federal and state regulations.
5. Maintain as per the maintenance program

YEAR 7 (2027)

Inspection Service

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program.

YEAR 8 (2028)

Inspection Service

1. Washout, disinfect, and inspect the tank.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure Tank complies with all federal and state regulations.
5. Maintain as per the maintenance program

YEAR 9 (2029)

Inspection Service

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program.

YEAR 10 (2030)

Inspection Service

1. Washout, disinfect, and inspect the tank.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure Tank complies with all federal and state regulations.
5. Maintain as per the maintenance program

YEAR 11 (2031)

Inspection Service

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program.

YEAR 12 (2032)

Inspection Service

1. Washout, disinfect, and inspect the tank.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure Tank complies with all federal and state regulations.
5. Maintain as per the maintenance program

YEAR 13 (2033)

Inspection Service

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program.

YEAR 14 (2034)

Inspection Service

1. Washout, disinfect, and inspect the tank.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure Tank complies with all federal and state regulations.
5. Maintain as per the maintenance program

YEAR 15 (2035)

Inspection Service

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program.

YEAR 16 (2036)

Inspection Service

1. Washout, disinfect, and inspect the tank.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure Tank complies with all federal and state regulations.
5. Maintain as per the maintenance program

YEAR 17 (2037)

Inspection Service

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program.

YEAR 18 (2038)

Full Coatings Renovations

Exterior Coatings

1. All exterior surfaces must be pressure washed with a minimum of 4,000 P.S.I. washer to remove any surface contamination.
2. All rusted areas must be Hand/Power tool cleaned per SSPC-SP2, SP3 cleaning methods.
3. All rusted or bare areas must be spot primed with a rust inhibitive metal primer.
4. One (1) full finish coat of a Tnemec Series 700 Hydroflon coating shall be applied to complete exterior surfaces at manufacturer's recommended thickness (100%).
6. Use same logo/layout and color scheme
7. Paint all concrete foundations

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1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 "Near White" finish.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:
 - *Primer Coat:* One [1] complete coat of Tnemec Series Zinc 94 H2O or equivalent shall be applied at the manufacturer's recommended thickness.
 - *Finish Coat:* One [1] complete finish coat of Tnemec Series N140 Epoxy or equivalent shall be applied at the manufacturer's recommended thickness.
 - a. *Contrasting Color:* Each coat of epoxy paint shall be of contrasting color.
 - b. *Stripe Coat:* One additional coat of epoxy shall be applied by brush and roller to all weld seams.
4. After the liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A. Spray Method No. 2 (200 PPM).
5. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the State.
6. Once the tests results confirm the non-hazardous status of the wastes, the spent abrasive shall be disposed of properly.
7. The Tank shall be sealed and made ready for service.

"SCHEDULE B"

Year	1	2	3	4	5
North Avenue Tank	\$2,500	\$2,500	\$2,500	\$265,003	\$265,003

Year	6	7	8	9	10
North Avenue Tank	\$265,003	\$48,220	\$49,927	\$51,694	\$53,524

Year	11	12	13	14	15
North Avenue Tank	\$55,419	\$57,381	\$59,412	\$61,515	\$63,693