

**VILLAGE OF LOMBARD**  
**REQUEST FOR BOARD OF TRUSTEES ACTION**  
For Inclusion on Board Agenda

    X     Resolution or Ordinance (Blue) \_\_\_\_\_ Waiver of First Requested  
\_\_\_\_\_  
\_\_\_\_\_  
Recommendations of Boards, Commissions & Committees (Green)  
Other Business (Pink)

**TO:** PRESIDENT AND BOARD OF TRUSTEES  
**FROM:** William T. Lichter, Village Manager  
**DATE:** March 24, 2004 (COW) (B of T) **Date:** 4/1/04  
**TITLE:** Highland Avenue Tank Painting Resident Engineering Amendment No. #1  
**SUBMITTED BY:** Angela M. Podesta, Utilities Superintendent

**BACKGROUND/POLICY IMPLICATIONS:**

Please see the attached memo.

**FISCAL IMPACT/FUNDING SOURCE:**

THIS ITEM: \$1,333.88 INCREASE / Water and Sewer Capital Reserve  
TOTAL CONTRACT: \$63,915.88 (includes this amendment)  
P.O. No.: 46022  
HTE Acct: 7901.755660  
HTE Proj: 0202

Review (as necessary):

Village Attorney X _____	Date _____
Finance Director X <i>Donald J Flood</i>	Date <u>3/24/04</u>
Village Manager X <i>W.T. Lichter</i>	Date <u>3/24/04</u>

**NOTE:** All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.

## InterOffice Memo

**To:** William T. Lichter, Village Manager  
**From:** Angela M. Podesta, Utilities Superintendent *AMP*  
**Date:** March 24, 2004  
**Subject:** Highland Avenue Tank Painting Resident Engineering  
Amendment No. 1

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Attached, please find an engineering services amendment with Tank Industry Consultants. This agreement provides for additional time for services that were included in the original scope of work. Work progressed more slowly on the project than originally anticipated due to contractor delays.

Please present this agreement to the President and Board of Trustees for their review and approval at their regular meeting on April 1, 2004.

cc: File: WA 02-02-RE

**R E S O L U T I O N**  
**R \_\_\_\_\_ 04**

**A RESOLUTION AUTHORIZING**  
**AMENDMENT OF A PROFESSIONAL**  
**SERVICES CONTRACT**

**WHEREAS**, the Board of Trustees of the Village of Lombard on February 6, 2003 adopted a resolution authorizing signature of President and Clerk on an agreement between the Village of Lombard and Tank Industry Consultants; and

**WHEREAS**, an amendment to said contract is required to legally bind the parties; and

**WHEREAS**, Illinois law exempts professional engineering contracts from the requirements of Illinois Compiled Statutes, Chapter 720, Section 5/33E-9 regarding preparation of change orders.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS, as follows:

**SECTION 1:** That the President and Village Clerk are hereby directed and authorized to execute an amendment to the contract with Tank Industry Consultants substantially in the form and manner of Exhibit "A" attached hereto and made a part hereof.

Adopted this 1<sup>st</sup> day of April, 2004.

Ayes; \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Approved this 1<sup>st</sup> day of April, 2004.

**ATTEST:**

\_\_\_\_\_  
**William J. Mueller**  
**Village President**

\_\_\_\_\_  
**Barbara A. Johnson**  
**Deputy Village Clerk**

**APPROVAL AS TO FORM:**

\_\_\_\_\_  
**Thomas P. Bayer**  
**Village Attorney**

**AGREEMENT TO AMEND A CONTRACT**

**THIS AGREEMENT** made and entered into this 1<sup>st</sup> day of April, 2004, by and between the **VILLAGE OF LOMBARD** (the "VILLAGE") and **Tank Industry Consultants** (the "CONSULTANT").

**WHEREAS**, on February 6, 2003 the VILLAGE and CONSULTANT executed a contract regarding certain engineering services relative to the Highland Ave. Tank Painting Resident Engineering; and

**WHEREAS**, the VILLAGE and CONSULTANT have agreed to increase the amount of work to be performed by the CONSULTANT together with a resultant increase in the limit which the contract sum may not exceed;

**NOW, THEREFORE**, for and in consideration of the foregoing and various covenants in said agreement and the mutual covenants herein contained, it is agreed by and between the parties as follows:

**SECTION 1:** The aforementioned contract shall be amended to expand the scope of work as provided for in the CONSULTANT'S March 5, 2004 letter.

**SECTION 2:** The aforementioned contract shall be amended to show a contract sum not to exceed \$63,915.88.

**SECTION 3:** All other terms, covenants and conditions of said contract heretofore executed which are not amended or deleted herein shall remain in full force and effect.

**IN WITNESS WHEREOF**, the VILLAGE and CONSULTANT have caused this document to be signed by duly authorized officers who have set their hands and seals the day and year set forth above.

**VILLAGE OF LOMBARD**

By: \_\_\_\_\_  
Village President

ATTEST:

By: \_\_\_\_\_  
Deputy Village Clerk

and **ENGINEER**

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

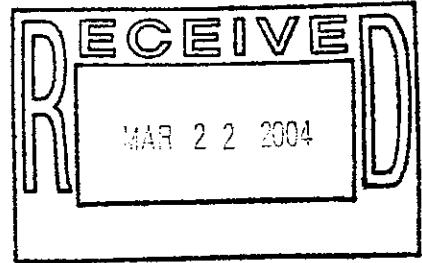
**TIC**  
**TANK**  
**INDUSTRY**  
**CONSULTANTS**  
**INC.**

7740 West New York Street  
Indianapolis, Indiana 46214  
317 / 271-3100 - Phone  
317 / 271-3300 - FAX

Bolingbrook, Illinois  
630 / 226-0745

Houston, Texas  
281 / 367-3511

Richmond, Virginia  
804 / 897-7176



March 5, 2004

Ms. Angela M. Podesta  
Village of Lombard  
255 East Wilson Avenue  
Lombard, Illinois 60148

RE: Additional Contract Amount – Highland Avenue Tank  
Rehabilitation Project TIC Project # H384.02

Dear Ms. Podesta:


As you requested, Casie Murphy and I have reviewed the billings for the Highland Avenue Project. The contract overage amount is \$1,333.88. This contract overage is the result of contractor delays in completing the project.

Attached is a Billing Summary showing all invoiced amounts.

If you have any questions or I can be of help, please contact me.

Sincerely,

Tank Industry Consultants

  
Penni Snodgrass  
Sales and Marketing Manager

BILLING SUMMARY

H384.02 Highland Avenue Elevated Tank Date Of Quote/Proposal: November 27, 2001  
 Village of Lombard Purchase Order/Contract #: WA-02-02

Date	Invoice	Resident		Observations		Per Diem	Travel Expense	Proj. Mgr @ \$77.25	Hourly Rates		Direct Expenses	TOTAL
		Technician		Overtime Premium					Field Serv. Mgr. @ \$67.00	Clerical @ \$35.00		
3/21/2003	15236						\$10.50	\$502.13	\$33.50		\$31.00	\$577.13
4/11/2003	15310							\$270.38		\$17.50	\$31.00	\$318.88
5/2/2003	15393						\$35.00	\$328.31	\$33.50	\$26.25	\$42.63	\$430.69
5/9/2003	15418						\$35.00	\$347.63	\$33.50		\$27.13	\$443.26
5/16/2003	15447	\$190.00	\$90.00				\$26.25	\$57.94	\$100.50	\$8.75	\$19.38	\$501.57
5/23/2003	15484	\$320.63	\$90.00					\$38.63	\$67.00		\$11.63	\$554.14
5/30/2003	15515	\$570.00	\$180.00						\$167.50	\$43.75	\$29.06	\$990.31
6/13/2003	15584	\$166.25	\$180.00	\$980.88			\$63.00	\$386.26	\$167.50	\$43.75	\$52.31	\$1,059.07
6/20/2003	15598	\$1,900.00	\$720.00	\$1,230.25			\$73.50	\$405.57	\$167.50	\$43.75	\$48.44	\$4,195.39
6/27/2003	15623	\$1,900.00	\$630.00	\$1,313.38			\$21.00	\$251.06	\$67.00	\$43.75	\$42.63	\$4,185.69
7/3/2003	15651	\$1,900.00	\$630.00					\$19.31	\$318.25		\$48.44	\$4,273.13
7/18/2003	15665	\$1,805.00	\$630.00					\$135.19	\$100.50	\$43.75	\$31.00	\$2,745.44
7/25/2003	15709	\$1,900.00	\$630.00	\$897.75				\$19.31	\$117.25		\$15.50	\$3,579.81
8/1/2003	15723	\$1,900.00	\$630.00	\$1,612.63			\$17.50	\$57.94	\$167.50	\$52.50	\$56.19	\$4,476.76
8/8/2003	15746	\$1,923.75	\$630.00	\$1,396.50				\$7.25	\$318.25		\$11.63	\$4,273.88
8/15/2003	15768	\$1,900.00	\$630.00	\$515.38				\$96.56	\$100.50	\$17.50	\$29.06	\$3,333.88
8/22/2003	15779	\$1,900.00	\$630.00	\$315.88				\$77.25	\$67.00		\$21.31	\$3,048.25
8/29/2003	15808	\$1,900.00	\$630.00	\$1,163.75				\$7.25	\$67.00		\$15.50	\$3,853.50
9/5/2003	15819	\$1,900.00	\$630.00	\$2,161.25				\$77.25	\$134.00		\$23.25	\$4,925.75
9/12/2003	15836	\$1,900.00	\$630.00	\$1,113.88				\$19.31	\$167.50		\$21.31	\$3,852.00
9/19/2003	15856	\$1,900.00	\$630.00	\$465.50				\$96.56	\$67.00	\$8.75	\$19.38	\$3,187.19
9/26/2003	15882	\$1,615.00	\$450.00	\$232.75			\$7.00	\$57.94	\$67.00	\$35.00	\$21.31	\$2,771.00
10/3/2003	15898	\$1,900.00	\$450.00	\$482.13			\$11.03	\$77.25	\$67.00		\$15.50	\$2,100.78
11/7/2003	16026	\$439.38					\$35.00	\$19.31	\$284.75		\$9.69	\$2,963.13
12/19/2003	16165						\$70.00	\$38.62	\$201.00	\$8.75	\$27.13	\$869.56
2/13/2004	16289							\$19.31	\$134.00		\$15.50	\$256.19
TOTAL		\$31,730.01	\$10,035.00	\$13,881.91	\$404.78	\$3,534.21	\$3,182.50	\$753.72	\$63,915.88			
CONTRACT AMOUNT:		\$41,040.00	\$9,184.00	\$4,256.00	\$750.00	\$2,472.00	\$2,680.00	\$1,500.00	\$62,582.00			
REMAINING:		\$9,309.99	(\$851.00)	(\$9,625.91)	\$345.22	(\$1,062.21)	(\$502.50)	\$746.28	(\$1,333.88)			

Breakdown of Direct Expenses

Mike Doalittle- Write report/letter 2.00 hours