


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

TO : President and Village Board of Trustees  
FROM : Scott Neihaus, Village Manager  
DATE : January 23, 2024 Agenda Date February 15, 2024  
TITLE : Civic Center Reservoir Perpetual Warranty & Maintenance Agreement  
SUBMITTED BY: Brian Jack, Utilities Superintendent 

**RESULTS:**

Date Bids Were Published \_\_\_\_\_ Bidding Closed \_\_\_\_\_  
Total Number of Bids Received \_\_\_\_\_  
Total Number of Bidders Meeting Specifications \_\_\_\_\_  
Bid Security Required \_\_\_\_\_ Yes \_\_\_\_\_ No  
Performance Bond Required \_\_\_\_\_ Yes \_\_\_\_\_ No  
Were Any Bids Withdrawn \_\_\_\_\_ Yes \_\_\_\_\_ No  
Explanation:  
Waiver of Bids Requested? \_\_\_\_\_ X \_\_\_\_\_ Yes \_\_\_\_\_ No  
If yes, explain: Purchase is directly from manufacturer.  
Award Recommended to Lowest \_\_\_\_\_ X \_\_\_\_\_ Yes \_\_\_\_\_ No  
Responsible Bidder?  
If no, explain:

**FISCAL IMPACT:**

Engineer's estimate/budget estimate \$60,208.00 Amount of Award \$60,208.00  
Water & Sewer Capital Reserve Fund: 520.790.715.75420 Proj: WA 18 03 Construction

**BACKGROUND/RECOMMENDATION:**

The Board approved several contracts, one of which was on September 5, 2019 called the Professional Services - Master Services Agreement (MSA). The Civic Center Reservoirs North (SOW 2) and South (SOW 3) were added to the MSA for rehabilitation at the October 1, 2020 Board meeting. This agenda item will approve payment for year 4 of the perpetual warranty and maintenance agreement established for the Civic Center Reservoir Facility.

Has Recommended Bidder Worked for Village Previously X Yes \_\_\_\_\_ No  
If yes, was quality of work acceptable X Yes \_\_\_\_\_ No

**REVIEW** (as needed):

Village Attorney XX \_\_\_\_\_ Date \_\_\_\_\_  
Finance Director XX \_\_\_\_\_ Date \_\_\_\_\_  
Village Manager XX \_\_\_\_\_ Date \_\_\_\_\_

**NOTE: All materials must be submitted to and approved by the Village Manager's Office by 4:30 pm, Wednesday, prior to the Board Agenda distribution.**

## MEMORANDUM



**To:** Scott Niehaus, Village Manager  
**From:** Brian Jack, Utilities Superintendent  
**Through:** Carl Goldsmith, Director of Public Works  
**Date:** January 23, 2024  
**Subject:** Utility Service Company, Inc  
Civic Center Rehabilitation Project WA 18 03  
Approval of Year 4 Contract Amount

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### ***Background***

The Civic Center Reservoir Facility located at 1030 South Stewart Avenue was constructed in 1981. The north tank was rehabilitated in 2021, and the south tank was rehabilitated in 2022 under a BOT approved 10/1/2020 Leg#200286, long term, full service maintenance contract. Each reservoir holds 1.5 million gallons (MG) of water and is the main source of water for both fire suppression and consumption on the north side of Lombard. Typically, concrete water tanks are rehabilitated every 20 years in accordance with American Water Works Association (AWWA) standards and are budgeted for in the Capital Improvement Plan as a lump sum expenditure. The Utility Service Company (USC) concrete tank maintenance program builds on the AWWA M42 manual for steel tanks by incorporating the applicable standards and procedures for maintaining potable water storage tanks including concrete potable water storage reservoirs with all AWWA and NSF standards incorporated therein. The USC maintenance program is designed to protect and preserve the Village assets from degradation through the application and maintenance of NSF certified potable water coatings and linings.

In early 2021, notice was sent to the Village by USC that due to the severe winter ice storm in Texas, material for the north reservoir was delayed because the factory had to shut down. This pushed the project timeline back two months. Because of this delay, the north reservoir was completed in 2021 but the south reservoir rehabilitation was paused until the spring of 2022 due to the construction season ending and weather conditions not suitable to continue. A new payment schedule was mutually agreed upon by the Village and the Contractor and is stated in the chart below.

### ***Discussion***

The North and South Reservoir project was completed within budget and on time per the revised schedule with no issues encountered during the project. Public Works is requesting approval for the fourth year of the contract originally signed in 2020. These annual payments are subject to available funding and may be terminated at any time by the Village. The payment schedule provides a perpetually warranty, maintenance, and repairs to be completed by the contractor at no additional cost.

<b>CONTRACT YEAR</b>	<b>CIVIC CENTER NORTH</b>	<b>CIVIC CENTER SOUTH</b>	<b>Utility Service Company, Inc Atlanta, GA</b>
1 – 2021	\$175,650	\$175,650	\$ 351,300
2 – 2022	\$175,650	\$175,650	\$351,300
3 – 2023	\$175,650	\$175,650	\$351,300
4 – 2024	\$30,104	\$30,104	\$60,208
5 – 2025	\$31,169	\$31,169	\$62,338
6 – 2026	\$32,273	\$32,273	\$64,546
7 – 2027	\$33,415	\$33,415	\$66,830
8 – 2028	\$34,598	\$34,598	\$69,196
9 – 2029	\$35,823	\$35,823	\$71,646
10 – 2030	\$37,091	\$37,091	\$74,182
11 – 2031	\$38,404	\$38,404	\$76,808
12 - 2032	\$39,763	\$39,763	\$79,526
13 – 2033	\$41,171	\$41,171	\$82,342
14 – 2034	\$42,629	\$42,629	\$85,258
15 – 2035	\$44,138	\$44,138	\$88,276
16 – 2036	\$45,700	\$45,700	\$91,400
17 – 2037	\$47,318	\$47,318	\$94,636
18 – 2038	\$48,993	\$48,993	\$97,986
19 – 2039	\$50,727	\$50,727	\$101,454
20 - 2040	\$52,523	\$52,523	\$105,046
<b>Total</b>	<b>\$1,212,789</b>	<b>\$1,212,789</b>	<b>\$2,425,578</b>

***Recommendations:***

Staff requests the Board of Trustees approve the fourth year contract amount of \$60,208.00 for the Civic Center Reservoir Rehabilitation Project WA 18 03 as submitted by Utility Service Company, Inc., of Atlanta, GA at the February 15, 2024 BoT meeting.

## VILLAGE OF LOMBARD

### CIVIC CENTER RESERVOIR REHABILITATION PROJECT

CONTRACT DOCUMENT NUMBER WA 18 03

This agreement is made this 15<sup>th</sup> day of February, 2024, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (Utility Service Company Inc.) hereinafter referred to as (the "Contractor").

Witnesseth That in consideration of the mutual promises of the parties delineated in the Contract Documents, the Contractor agrees to provide asset management and tank maintenance/rehabilitation services and the Village agrees to pay for the following described items as set forth in the Contract Documents:

Civic Center Reservoir Rehabilitation Project  
in an amount not to exceed \$60,208.00 for Year 4

1. This Contract shall embrace and include all the applicable Contract Documents listed below as if attached hereto or repeated herein. Each September, the Board of Trustees will take executive action to approve each payment in the respective year it is due. This agreement and payments are subject to available funding.
  - a. The Contractor's Proposal dated August 8, 2020
    - a. Year 1: \$351,300.00 - North and South Tank Rehabilitation
    - b. Year 2: \$351,300.00
    - c. Year 3: \$351,300.00
    - d. Year 4: \$60,208.00
    - e. Year 5: \$62,338.00
    - f. Year 6: \$64,546.00
    - g. Year 7: \$66,830.00
    - h. Year 8: \$69,196.00
    - i. Year 9: \$71,646.00
    - j. Year 10: \$74,182.00
    - k. Year 11: \$76,808.00
    - l. Year 12: \$79,526.00
    - m. Year 13: \$82,342.00
    - n. Year 14: \$85,258.00
    - o. Year 15: \$88,276.00
    - p. Year 16: \$91,400.00
    - q. Year 17: \$94,636.00

- r. Year 18: \$97,986.00
- s. Year 19: \$101,454.00
- t. Year 20: \$105,046.00 - North and South Tank Rehabilitation

b. Required Certificate of Insurance, Indemnification, Venue, Other Contractor Responsibilities

2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items which are the subject matter of this Contract the total sum of \$60,208.00 paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.
3. Risk of loss, destruction or damage of or to goods under this Contract shall be on contractor until delivery of the goods to the Village and acceptance of the goods by the Village.
4. The Contractor agrees to perform the terms of this Contract according to the following schedule set forth in their proposal after the Notice to Proceed has been delivered. Time is of the essence of this Contract.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by Village President, and the Contractor have hereunto set their hands this 15<sup>th</sup> day of February, 2024.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Accepted this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Individual or Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

\_\_\_\_\_  
By Position/Title

\_\_\_\_\_  
By Position/Title

\_\_\_\_\_  
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 15<sup>th</sup> day of February, 2024.

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Keith T. Giagnorio  
Village President

Attest:

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Elizabeth Brezinski  
Village Clerk

## VILLAGE OF LOMBARD CONTRACTOR'S CERTIFICATION

\_\_\_\_\_, having been first duly sworn, depose and states as follows:

I \_\_\_\_\_, (Officer or Owner of Company) am the \_\_\_\_\_ for

\_\_\_\_\_, (Title) \_\_\_\_\_ (Name of Company)

(the "Contractor"), which has submitted a proposal for Civic Center Reservoir Rehabilitation to the Village of Lombard and, having personal knowledge of the matters certified to herein, and being authorized by the Contractor to make the certifications set forth herein, hereby certifies that said Contractor:

1. has a written sexual harassment policy in place, in full compliance with 775 ILCS 5/2-105(A) (4);
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
  - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate revenue Act; or
  - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement;
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382, and that

\_\_\_\_\_  
(Name of employee/ driver or "all employee drivers")

is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules; and

4. is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961.

By: \_\_\_\_\_  
Authorized Agent of Contractor

Subscribed and sworn to  
before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2024.

Notary Public