


**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 25, 2022 Agenda Date February 17, 2022  
TITLE : Addendums to the Civic Center Rehab Project WA 18 03  
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Were Any Bids Withdrawn \_\_\_\_\_ Yes \_\_\_\_\_ No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:**

Water & Sewer Capital Reserve Fund: 520.790.715.75420 Proj: WA 18 03 Construction

**BACKGROUND/RECOMMENDATION:**

A change in the Professional Services - Master Services Agreement (MSA) for contract WA 18 03. This agreement was approved by the Village Board on September 5, 2019. Within the MSA are projects called Scope of Work (SOW). The Public Works Department seeks approval to modify the Civic Center Reservoirs North (SOW 2) and South (SOW 3) to the MSA. There is no fiscal impact to the original contract; only a change in payment terms.

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 24, 2022  
**Subject:** **Utility Service Company, Inc**  
Addendums to the Civic Center Rehab Project WA 18 03

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### *Introduction*

At the October 1, 2020 Board of Trustees meeting, the recommendation was to waive the formal bidding process and accept the lowest, responsible proposal for the Civic Center Reservoir Rehab Project WA 18 03 as submitted by Utility Service Company, Inc. of Atlanta, GA and authorize an agreement in an amount not to exceed \$351,300.00. This was approved, and work began in early 2021 on the 1.5 million gallon north concrete reservoir.

In 2019, the Village entered into a Master Service Agreement (MSA) with Utility Service Company, Inc. (USC) of Atlanta Georgia. The MSA created a Scope of Work (SOW) for the initial Highland Elevated Tank rehabilitation, SOW Number 1. The Highland Tank was rehabilitated in 2020 under this contract with no issues to report. The MSA allowed for the addition of other Village (assets) reservoirs and storage tanks when their rehabilitation was due. In 2020, staff worked with USC to develop a rehabilitation plan for the Civic Center Reservoirs. Civic Center North Reservoir is SOW 2 and Civic Center South Reservoir is SOW 3. Utilizing an organized service program approach to tank rehabilitation, the maintenance and lining of the two reservoirs would be through scheduled professional maintenance.

### *Discussion*

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. Both reservoirs were supposed to be completed in 2021. Due to current winter conditions, the contractor is unable to continue working on the south reservoir because the product must be applied when temperatures are above 40 degrees. After several discussions with the company they agreed to waive all mobilization costs and return in the spring of 2022 to complete the south reservoir rehabilitation. This memo serves as notice that no price changes to the original contract occurred even though more damage to the north tank was discovered that previously noted. Some the originally planned improvements were removed from the contract as they were not critical to the lining of the tank which offset the increased labor needed for the north tank rehabilitation. The

contract document now states that there will be a carryover of dollars from the 2021 CIP to the 2022 CIP to account for this change. The Village also requested a change of date and payment schedule for all future payments for project WA 18 03 from January to July. The original contract called for all pay requests to be completed on January 1 of the subsequent years but due to the delay in completing the south reservoir we are setting future payment terms as July 1. In discussions with Finance, this change has no impact on the capital budget. Below are the original terms of the agreement as approved on October 1, 2020.

**Original Payment Terms:**

- a. The Contractor's Proposal dated August 8, 2020
  - a. Year 1: \$351,300.00 - 2021 - North & South Tank Rehabilitation
  - b. Year 2: \$351,300.00 - 2022
  - c. Year 3: \$351,300.00 - 2023
  - 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

**Updated Payment Terms:**

- b. The Contractor's Updated Proposal dated January 18, 2022
  - a. Year 1: \$175,650.00 - 2021 North Tank Rehabilitation
  - b. Year 2: \$175,650.00 - 2022 South Tank Rehabilitation **plus** \$351,300.00 - North and South Tank year 2 payments (Total Expenditure in 2022 is \$526,950.00)
  - c. Year 3: \$351,300.00 - 2023 (back on track)
  - 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

**Recommendations:**

Please request the Board of Trustees to acknowledge the updated payment terms of this contract at their February 17<sup>th</sup>, 2022 BoT meeting.

Please execute signature on the attached contracts that have already been signed by the Utility Services Company and return two copies to the Utilities Division for further processing.

AMENDMENT NO. 2 TO SCOPE OF WORK NO. 2  
TO THE MASTER SERVICES AGREEMENT BETWEEN  
UTILITY SERVICE CO., INC.  
AND  
VILLAGE OF LOMBARD, IL

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**TANK MAINTENANCE – 1,500,000 GALLON CONCRETE –  
NORTH CIVIC CENTER RESERVOIR**

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1. **Effective Date.** The Effective Date for this Amendment No. 2 to Scope of Work No. 2 ("Amendment No. 2 to SOW2") shall be January \_\_\_\_\_, 2022.
  
2. **Change to Section 5. Payment Terms.** The payment dates under this SOW2 shall be revised as follows:  
  
The annual fee for Contract Year 1 shall be due and payable on December 1, 2021. The parties agree that the fee for Contract Year 1 has been paid at the time of execution of this Amendment No. 2 to SOW2. The annual fee for Contract Year 2 shall be due and payable on July 1, 2022. The annual fee for Contract Year 3 and each subsequent annual fee shall be due and payable on July 1 of each Contract Year.
  
3. **Ratification of Original Contract.** Except as expressly amended and modified herein, the parties do hereby ratify and affirm SOW2 and acknowledge its binding effect upon the parties.
  
4. **Authorization to Execute.** The signatories below certify that they are duly authorized to execute this Amendment No. 2 to SOW2 on behalf of the entities represented.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to SOW2 effective the day and year first above written.

OWNER

Village of Lombard

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

COMPANY

Utility Service Co., Inc.

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

Name: Jonathan Cato

Title: Senior VP, Advanced Solutions LOB

Date: January 18, 2022

AMENDMENT NO. 1 TO SCOPE OF WORK NO. 2  
TO THE MASTER SERVICES AGREEMENT BETWEEN  
UTILITY SERVICE CO., INC.  
AND  
VILLAGE OF LOMBARD, IL

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**TANK MAINTENANCE – 1,500,000 GALLON CONCRETE –  
NORTH CIVIC CENTER RESERVOIR**

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1. **Effective Date.** The Effective Date for this Amendment No. 1 to Scope of Work No. 2 (“Amendment No. 1 to SOW2”) shall be November \_\_\_\_\_, 2021.

2. **Change to Schedule A – Schedule of Work.**

Year 1 (2021) Upfront Renovations is changed as follows:

The following repair items are hereby removed from SOW2: Upgrade roof hatch, install overflow flap with rip rap splash pad, including the note that this is a one time only service.

The following item shall be added to the upfront renovations specifications: 1,800 square feet of spalling repair.

There shall be no change to the fees associated with this change in schedule of work.

3. **Ratification of Original Contract.** Except as expressly amended and modified herein, the parties do hereby ratify and affirm SOW2 and acknowledge its binding effect upon the parties.

4. **Authorization to Execute.** The signatories below certify that they are duly authorized to execute this Amendment No. 1 to SOW2 on behalf of the entities represented.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to SOW2 effective the day and year first above written.

OWNER

Village of Lombard

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

COMPANY

Utility Service Co., Inc.

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

Name: Jonathan Cato

Title: Senior VP, Advanced Solutions LOB

Date: November 22, 2021

AMENDMENT NO. 1 TO SCOPE OF WORK NO. 3  
TO THE MASTER SERVICES AGREEMENT BETWEEN  
UTILITY SERVICE CO., INC.  
AND  
VILLAGE OF LOMBARD, IL

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**TANK MAINTENANCE - SOUTH CIVIC CENTER RESERVOIR**

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1. **Effective Date.** The Effective Date for this Amendment No. 1 to Scope of Work No. 3 ("Amendment No. 1 to SOW3") shall be January \_\_\_\_\_, 2022.
  
2. **Change to Section 4. Contract Price/Annual Fees.** The first sentence of Section 4 shall be deleted in its entirety and replaced with the following:  
  
The Asset shall receive an interior and exterior renovation prior to the end of Contract Year 2.
  
3. **Change to Section 5. Payment Terms.** The payment dates under this SOW2 shall be revised as follows:  
  
The annual fee for Contract Years 1 and 2 shall be due and payable on July 1, 2022. The annual fee for Contract Year 3 shall be due and payable on July 1, 2023. The annual fee for Contract Year 4 and each subsequent annual fee shall be due and payable on July 1 of each Contract Year.
  
4. **Ratification of Original Contract.** Except as expressly amended and modified herein, the parties do hereby ratify and affirm SOW3 and acknowledge its binding effect upon the parties.
  
5. **Authorization to Execute.** The signatories below certify that they are duly authorized to execute this Amendment No. 1 to SOW3 on behalf of the entities represented.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to SOW3 effective the day and year first above written.

OWNER

Village of Lombard

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

COMPANY

Utility Service Co., Inc.

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

Name: Jonathan Cato

Title: Senior VP, Advanced Solutions LOB

Date: January 21, 2022