

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 24, 2024 Agenda Date February 15, 2024
 TITLE : Waiver of Bids - North Avenue Standpipe Rehabilitation Project
 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 Were Any Bids Withdrawn _____ Yes _____ No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: \$265,003.00 Amount of Award: \$265,003.00
 Water/Sewer Capital Reserve Fund: 520.790.715.75420 Proj: WA 26 04 Construction

BACKGROUND/RECOMMENDATION:

The Board approved the addition of SOW 4 for the North Avenue Standpipe Rehabilitation to the Master Services Agreement for the Village's water storage facilities on October 1, 2020 for inspections and full tank rehabilitiaton. This agenda item will approve payment for year 4 of the perpetual warranty and maintenance agreement established for the North Aveneu Stand Pipe for exterior painting and interior maintenance work.

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, 2024
Subject: **Utility Service Company, Inc**
North Avenue Standpipe Rehabilitation Project – WA 26 04

Background

The North Avenue Standpipe was last painted in 2011 after the new roof was installed and interior of the tank was partially rehabbed under that project. The tank was originally built in 1955 and has been maintained throughout its years in service. The tank holds 1.6 million gallons (MG) of water and is one of the main sources of water for both fire suppression and consumption on the north side of Lombard. Typically, steel water tanks are painted every 12-15 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 tank had a preliminary maintenance inspection performed in 2017 by Dixon Engineering, Inc. and an asset condition inspection in 2019 by Utility Service Company. The purpose of each inspection was to determine the condition of the coatings and structure and to evaluate the tank for compliance with current sanitation guidelines, safety and security regulations, and guidelines in accordance with AWWA, OSHA, and related state and federal agencies.

In 2020, the Village added the North Avenue Standpipe into the Master Service Agreement (MSA) with Utility Service Company, Inc. of Atlanta Georgia as Scope of Work #4 (SOW 4). This is in addition to SOW 1 (Highland Avenue Elevated Storage Tank, SOW 2 and 3 (Civic Center North and South Underground Reservoirs). Utilizing an organized service program approach to tank rehabilitation, the maintenance and lining of the all of the Village's water storage facilities would be through scheduled professional maintenance.

Discussion

Each year staff will present the Board of Trustees with an update and memo to approve each annual payment. The agreement and payments are subject to available funding and may be terminated at any time by the Village. The pricing matrix for North Avenue was created using a 15-year schedule. The cumulative cost for the project is the total for all 12 years plus 3 years' worth of inspection services (see attachment for Scope of Work and 18-year pricing matrix schedule). Note: expenditures over the 18-year span will include inspections, then the initial upfront tank rehabilitation in 2024 and a second full rehabilitation in 2038, thus two full tank renovations over the life of this agreement.

Due to the advancing deterioration of the exterior coating, the Village completed three years of inspections ahead of the scheduled painting project in 2024. These inspections were completed in the event something catastrophic happens to the tank over those three years, USC would mobilize and remedy the situation quickly. The USC pricing matrix for steel elevated tanks is 15 years. Since there will be three years of inspection added to the beginning of this service agreement, years 16-18 the annual fee shall be adjusted to reflect cost of service at that time. The adjustment of the annual fee shall be limited to a maximum cap of 5% annually in which the average range over the past 20 years has been from 3.0-3.5%. In year's 16 through 18, the Village will receive a letter from USC informing them of the adjust and amount due. The Village will budget accordingly during CIP discussions. A perpetual warranty for the full 15 years is also included in the costs which begins in 2024 after the initial rehabilitation is completed.

The annual fees for the SOW 4 North Avenue Standpipe Rehabilitation is as follows:

CONTRACT YEAR	Village Operating Budget	Village Capital Budget	Utility Service Company, Inc - Combined Expenditures
1 – 3; 2021-2023	\$2,500 each year		\$7,500
4 - 2024		\$265,003	\$265,003
5 - 2025		\$265,003	\$265,003
6 - 2026		\$265,003	\$265,003
7 - 2027		\$48,220	\$48,220
8 - 2028		\$49,927	\$49,927
9 - 2029		\$51,694	\$51,694
10 - 2030		\$53,524	\$53,524
11 - 2031		\$55,419	\$55,419
12 - 2032		\$57,381	\$57,381
13 - 2033		\$59,412	\$59,412
14 - 2034		\$61,515	\$61,515
15 - 2035		\$63,693	\$63,693
16 – 2036		TBD	
17 – 2037		TBD	
18 - 2038		TBD	
Total	\$7,500.00	\$1,295,794.00	\$1,303,294.00

Recommendation

Staff requests the Board of Trustees approve the fourth-year contract amount of \$265,003.00 for the North Ave Standpipe Rehabilitation Project WA 26 04 as submitted by Utility Service Company, Inc. of Atlanta, GA at the February 15, 2024 meeting.

VILLAGE OF LOMBARD

NORTH AVENUE STANDPIPE REHABILITATION PROJECT

CONTRACT DOCUMENT NUMBER WA 26 04

This agreement is made this 15th 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 Services 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:

North Avenue Standpipe Rehabilitation Project
in an amount not to exceed \$265,003.00 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: \$2,500.00
 - b. Year 2: \$2,500.00
 - c. Year 3: \$2,500.00
 - d. Year 4: \$265,003.00 – Tank Rehabilitation (2024)
 - e. Year 5: \$265,003.00
 - f. Year 6: \$265,003.00
 - g. Year 7: \$48,220.00
 - h. Year 8: \$49,927.00
 - i. Year 9: \$51,694.00
 - j. Year 10: \$53,524.00
 - k. Year 11: \$55,419.00
 - l. Year 12: \$57,381.00
 - m. Year 13: \$59,412.00
 - n. Year 14: \$61,515.00
 - o. Year 15: \$63,693.00
 - p. Year 16: TBD
 - q. Year 17: TBD
 - r. Year 18: TBD – Tank Rehabilitation (2038)

- 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 \$265,003.00 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 15th 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 15th day of February, 2024.

Keith T. Giagnorio
Village President

Attest:

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 North Avenue Standpipe 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