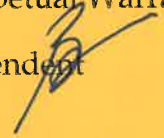


VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda
Bids and Proposals

TO : President and Village Board of Trustees
FROM : Scott Neihaus, Village Manager
DATE : January 24, 2024 Agenda Date February 15, 2024
TITLE : Highland Elevated Tank 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Were Any Bids Withdrawn _____ Yes _____ No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 \$37,504.00 Amount of Award \$37,504.00

Water & Sewer Capital Reserve Fund: 520.790.715.75420 Proj: WA 20 01 Construction

BACKGROUND/RECOMMENDATION:

Per the Board approved contract established on September 5, 2019, this agenda item will approve payment for year 5 of the perpetual warranty and maintenance agreement established for the Highland Elevated Tank located at 2020 S Highland Avenue.

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**
Highland Elevated Tank Rehabilitation Project
Approval of Year 5 Contract Amount – WA 20 01

Executive Summary

The Highland Elevated Water Tank located at 2020 South Highland Avenue was recently painted in the spring of 2020 with both the exterior and interior of the tank renovated under a BOT approved 9/5/2019 Leg#190367, FY2020 long term, full service maintenance contract. The tank was originally built in 1967 and has been very well maintained throughout its years in service. The tank holds one million gallons (MG) of water and is the main source of water for both fire suppression and consumption on the south 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.

Discussion

This year the Board of Trustees is being presented with an update on project status and the agreement. The tank rehabilitation project was completed on time and within budget. No issues were encountered during the project. Public Works is seeking approval for the fifth year of the contract per the original agreement signed in 2019. These payments are subject to available funding and may be terminated at any time by the Village. The pricing matrix was developed using a 15-year payment schedule. This model flattens budgetary expenditures over the next 15 years, shifts maintenance accountability to the contractor, and provides a perpetual warranty on the water tank. Any repairs or touch up painting needed would be handled by the contractor without a change order.

The annual fees for the SOW 1 Highland Avenue Elevated Tank Rehabilitation are as follows:

CONTRACT YEAR	Village Capital Budget	Utility Service Company, Inc - Combined Expenditures
1 - 2020	\$530,395	\$530,395
2 - 2021	\$33,788	\$33,788
3 - 2022	\$34,984	\$34,984

4 - 2023	\$36,222	\$36,222
5 - 2024	\$37,504	\$37,504
6 - 2025	\$38,832	\$38,832
7 - 2026	\$40,206	\$40,206
8 - 2027	\$41,629	\$41,629
9 - 2028	\$43,103	\$43,103
10 - 2029	\$44,629	\$44,629
11 - 2030	\$46,209	\$46,209
12 - 2031	\$47,845	\$47,845
13 - 2032	\$49,538	\$49,538
14 - 2033	\$51,292	\$51,292
15 - 2034	\$52,108	\$52,108
Total	\$1,129,281	\$1,129,281

Recommendations:

Staff requests that the Board of Trustees approve the fifth-year contract amount of \$37,504.00 for the Highland Elevated Rehabilitation Project - WA 20 01 as submitted by Utility Service Company, Inc of Atlanta, GA and authorize a purchase order in an amount not to exceed \$36,222.00 at the February 15, 2024 Board of Trustees meeting.

VILLAGE OF LOMBARD

HIGHLAND AVENUE ELVATED TANK REHABILITATION PROJECT

CONTRACT DOCUMENT NUMBER WA 20 01

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").

Witneseth 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:

Highland Avenue Elevated Tank Rehabilitation Project
in an amount not to exceed \$37,504.00 for Year 5

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 9, 2019
 - a. Year 1: \$530,395.00
 - b. Year 2: \$33,788.00
 - c. Year 3: \$34,984.00
 - d. Year 4: \$36,222.00
 - e. Year 5: \$37,504.00
 - f. Year 6: \$38,832.00
 - g. Year 7: \$40,206.00
 - h. Year 8: \$41,629.00
 - i. Year 9: \$43,103.00
 - j. Year 10: \$44,6294.00
 - k. Year 11: \$46,209.00
 - l. Year 12: \$47,845.00
 - m. Year 13: \$49,538.00
 - n. Year 14: \$51,292.00
 - o. Year 15: \$52,108.00

- 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 \$37,504.00 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