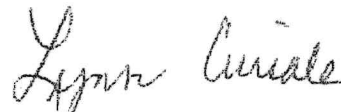


STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Lynn Curiale, City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such City Clerk and keeper of the records, that the foregoing is a true and correct copy of Resolution **#R-23-23 A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND WATER WELL SOLUTIONS ILLINOIS, LLC FOR THE WELL 6 REHABILITATION PROJECT IN AN AMOUNT NOT TO EXCEED \$79,275.60**

Passed by The City of Wood Dale, Du Page County, Illinois, IN WITNESS WHERE OF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 20th day of April, 2023.



Lynn Curiale, City Clerk



SEAL

Resolution #R-23-23

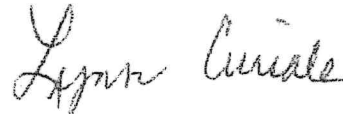
**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF
WOOD DALE AND WATER WELL SOLUTIONS ILLINOIS, LLC FOR THE
WELL 6 REHABILITATION PROJECT IN AN AMOUNT NOT TO EXCEED
\$79,275.60**

Passed: April 20, 2023
Published in Pamphlet Form: April 21, 2023

I, Lynn Curiale, as the City Clerk for the City of Wood Dale, hereby certify that the
attached Resolution is a true and correct copy of **#R-23-23**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF
WOOD DALE AND WATER WELL SOLUTIONS ILLINOIS, LLC FOR THE
WELL 6 REHABILITATION PROJECT IN AN AMOUNT NOT TO EXCEED
\$79,275.60**

Passed and approved by the City Council of the City of Wood Dale on April 20, 2023 and
hereby published in pamphlet on April 21, 2023.



Lynn Curiale, City Clerk

SEAL



RESOLUTION NO. R-23-23

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND WATER WELL SOLUTIONS ILLINOIS, LLC FOR THE WELL 6 REHABILITATION PROJECT IN AN AMOUNT NOT TO EXCEED \$79,275.60

WHEREAS, the City of Wood Dale (hereinafter referred to as the "City") is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and its own duly adopted Municipal Code; and

WHEREAS, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

WHEREAS, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

WHEREAS, the Mayor and the City Council of the City, seeks the **WATER WELL SOLUTIONS ILLINOIS, LLC** for the **WELL 6 REHABILITATION PROJECT**; and

WHEREAS, these services are necessary to maintain and promote an effective and efficient City Government; and

WHEREAS, after diligent review of the qualifications and services of **WATER WELL SOLUTIONS ILLINOIS, LLC**, the Mayor and the City Council find **WATER WELL SOLUTIONS ILLINOIS, LLC** is the most qualified firm to perform the duties sought by the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION, as follows:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

SECTION 3: The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

SECTION 4: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 5: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this 20th day of April, 2023.

AYES: 1

NAYS: 0

ABSENT: 0

APPROVED this 20th day of April, 2023.

SIGNED: Annunziato Bulice
Annunziato Bulice, Mayor

ATTEST: Lynn Curiale
Lynn Curiale, City Clerk

**CITY OF WOOD DALE
WELL 6 REHABILITATION**

CONTRACT

This CONTRACT, made and entered into this 20TH day of April, 2023, by and between the CITY OF WOOD DALE, an Illinois municipal corporation (hereinafter “City”), and WATER WELL SOLUTIONS ILLINOIS, LLC, an Illinois corporation (hereinafter “Contractor”);

RECITALS

WHEREAS, the City desires to engage the Contractor to provide (hereinafter “Work”), located within the corporate limits of the City of Wood Dale; and

WHEREAS, the Contractor represents itself to be in compliance with Illinois Statutes relating to all matters affecting its status as a corporation operating as a general contractor within the State of Illinois and to have the necessary expertise and experience to furnish such services for the Work upon the terms and conditions set forth herein below:

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is hereby agreed by and between the City and the Contractor that:

I. SCOPE OF SERVICES

The Scope of Services shall be as set forth in the “Notice to Bidders”, “Instructions to Bidders”, “Special Instructions”, “Technical Specifications”, “General Requirements”, “Specifications”, and “Special Provisions” prepared by the City. Should there be a conflict in terms between this Contract and the other documents, which are a component part hereof, this Document shall control.

II. PERFORMANCE OF WORK

The Contractor shall perform all work, furnishing all materials and labor, and shall abide by the terms of this Contract and the requirements of the City. Contractor must complete, in its entirety, the project within 30 days weather permitting, from the date the City provides Contractor with notice to proceed.

III. SITE ABANDONMENT

The Contractor shall prioritize this Project in accordance with the timeliness set forth in the Bid Specifications and the Contract. In no event shall the Contractor cease to perform work on this Project for a period of more than five (5) consecutive business days.

In the event that circumstances arise which require or warrant the Contractor ceasing work on the Project for a period in excess of five (5) business days, the Contractor shall provide Notice to the City, with Notice to the Public Works Director and the Project Engineer. Said Notice shall provide the basis for the Contractor being unable to perform work on the Project for said period of time.

In the event that the basis for the delay is not acceptable to the City, the City shall so notify the Contractor immediately. In such case, the Contractor shall arrange to return to the Project immediately following any five (5) day absence.

Nothing herein is intended to or shall alter the Substantial Completion or Final Completion requirements set forth in the Contract. In addition, nothing herein is intended to or shall alter the Liquidated Damages provisions of the Contract.

IV. PAYMENT TO THE CONTRACTOR

For the Work, the Contractor shall be paid in accordance with the Proposal. The City shall make payments to the Contractor within 30 days after completion of the Work and upon receipt of an invoice in a format approved by the City.

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

V. NO CO-PARTNERSHIP OR AGENCY

It is understood that nothing herein contained is intended or shall be construed to, in any respect, create or establish the relationship of co-partners between the City and the Contractor, or as constituting the Contractor as the general representative or general agent for the City for any purpose whatsoever.

VI. CONTRACT DOCUMENTS

It is further understood that this Contract consists of the following documents which are hereby made a part hereof: the Notice to Bidders, Instructions to Bidders, Specifications, Special Instructions, Special Provisions, Proposal,

Performance Bond, Maintenance Bond, Anti-Collusion Affidavit of Compliance, Americans with Disabilities Act of 1990 Certificate, Policy Against Sexual Harassment Certificate, Hold Harmless Agreement, Anti-bid Rigging Certificate, and Drug-free Workplace Certificate.

VII. MATERIALS AND LABOR/WORKMANSHIP WARRANTY

Upon completion of the Work, and satisfactory acceptance by the City, the Contractor will provide a written one (1) year warranty covering both parts and labor/workmanship. Warranty shall include, but is not limited by this provision, that any defective material(s) and/or defective installation or workmanship will be repaired and/or replaced by Contractor at no cost to the City. The City's preferred warranty template is attached to this document.

VIII. SEVERABILITY

The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

IX. HEADINGS

The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope or intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

X. MODIFICATION OR AMENDMENT

This Contract constitutes the entire contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof, or Change Order as herein provided.

XX. APPLICABLE LAW

This Contract shall be deemed to have been made in, and shall be construed in accordance with the laws of the 18th Judicial Circuit Court of DuPage County, State of Illinois.

XXI. NEWS RELEASES

The Contractor may not issue any news releases without prior approval from the City Manager nor will the Contractor make public proposals developed under this Contract without prior written approval from the City Manager prior to said documentation becoming a matter of public record.

XXII. COOPERATION WITH OTHER CONTRACTORS

The Contractor shall cooperate with any other Contractors in the City's employ or any matter associated with the Work.

XXIII. NOTICES

All notices, reports and documents required under this Contract shall be in writing and shall be mailed by first class mail, postage prepaid, addressed as follows:

If to City:

Jeffrey Mermuys
City Manager
404 N. Wood Dale Road
Wood Dale, Illinois 60191

With a copy to:

Lynn Curiale
City Clerk
404 N. Wood Dale Road
Wood Dale, Illinois 60191

If to Contractor: _____

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto on the date first above written.

CITY OF WOOD DALE:

Annunziato Pulice
Annunziato Pulice, Mayor

ATTEST:

Lynn Curiale
Lynn Curiale, City Clerk



CONTRACTOR:

By [Signature]
Its SENIOR PROJECT MANAGER

ATTEST:

By [Signature]

Water Well Solutions Illinois, LLC.

825 E North Street
 Elburn, IL 60119
www.wvssg.com



PROPOSAL TO:

Date: 12/2/2022

Company: City of Wood Dale

Job Name:

Address: 404 N Wood Dale Rd

Well 6 Pull and Inspect
Option 2

City: Wooddale Il. 60191

Attention: Patrick Hastings

Phone: (630) 781-8385

Email: phastings@wooddale.com

Fax:

Terms: 10 Days

Qty	Description	Unit Price	TOTAL
	Well 6 Inspection and Recommended Rehabilitation and Repair		
	Option 2) Replacement with 2 pole high speed "3450 rpm" pump & motor including mercury remediation with disposal certification		
1	Tesla 75 hp 8" 2 pole "3450 rpm" 460 vac motor with 2 year manufacturers warranty	\$12,600.00	\$12,600.00
1	Mercury Remediation for option (2)	\$20,000.00	\$20,000.00
	Pearl PWS1100G750-D6M6 Pump assembly rated at 1000 gpm @ 200 ft. Epoxy Coated	\$7,100.00	\$7,100.00
42	Ft 8" schedule 40 T&C column Pipe "Necessary not an option"	\$99.20	\$4,166.40
51	Ft 8" schedule 40 T&C column Pipe "Not Necessary but recommended"	\$99.20	\$5,059.20
105	1/0 75* C submersible pump cable "Necessary not an option"	\$42.00	\$4,410.00
1	8" Surge Control Valve "Necessary not an option"	\$2,450.00	\$2,450.00
1	Dual disc surge block with Pantomite PM77 Well Rehabilitation process	\$7,250.00	\$7,250.00
1	16" Baker Pitless cap gasket	\$500.00	\$500.00
2	Baker 14" pitless spool o-rings	\$140.00	\$280.00
8	Labor Hrs 2 man crew with truck, auto crane and tooling	\$390.00	\$3,120.00
4	Labor Hrs overtime rate 2 men with truck, auto crane and tooling	\$585.00	\$2,340.00
	Above is estimated reinstall with performance testing		
1	Mobilization of #30,000 capacity pump hoist with fuel surcharge	\$2,250.00	\$2,250.00
	Optional level transducer with process meter lcd display, trenching of dedicated transmission conduit "under sidewalk" into pump house mounted,wired,programmed and set to pump depth in 1.250" pvc carrier	7,750.00	

NOTE ON MATERIAL PRICES: The material prices noted above are based on current market prices. The price and other materials are volatile. Therefore, we must reserve the right to adjust the above material prices based on market pricing the date your order is signed and returned to us. In order to hold the current pricing, it will be necessary to immediately order the materials. Further, Water Well Solutions will bill for the materials so ordered at the same time, signature below constitutes agreement to be billed for those materials ordered and is your further agreement to pay, within 30 days of invoice date, for those materials ordered.

Total Amount Proposed **\$71,525.60**

CLIENT	WATER WELL SOLUTIONS ILLINOIS, LLC
The above prices, specifications and conditions are satisfactory and are hereby accepted. Water Well Solutions is authorized to do the work as specified. Payment will be made within ten (10) days of invoice date, BY: <u>Annunzio Pulis</u> DATE: <u>4-20-23</u>	All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders and will become an extra charge over and above this proposal. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other insurance. BY: _____ DATE: _____

INVOICES. Invoices will be submitted once a month with payment due within 10 days of the invoice date. A late charge at the rate of 1-1/2 % per month, or the highest rate allowed by applicable law, whichever is lowest, will be added to all amounts outstanding after 30 days. Purchaser agrees to pay any and all attorneys' fees and court costs should attorneys be utilized or court proceedings initiated to collect any past due amounts.

INFORMATION. It is recognized that Purchaser has superior knowledge of the job site, site history, access routes to the job site, known or suspected contaminants, surface and subsurface conditions, etc., and Purchaser is obligated to advise Water Well Solutions of all or any conditions that may affect Water Well Solutions performance hereunder. Purchaser agrees to provide Water Well Solutions with such specifications, plans, site history information, reports, studies or other information on surface and subsurface conditions as will be reasonably required by Water Well Solutions for safe, proper and timely performance of the work. Purchaser shall obtain all necessary permits and rights-of-way and indemnify and hold Water Well Solutions harmless for its failure to do so and for claims of trespass or damage to property, including underground utilities or structures; provided such claims of trespass or damage to property did not arise due to Water Well Solutions' negligence or intentional act which arise out of the work.

LIABILITY. Neither party shall be liable to the other party for any special, indirect, incidental or consequential damages, whether based on contract, tort (including negligence), strict liability or otherwise. Further, Purchaser agrees to indemnify and hold Water Well Solutions harmless from and against any and all claims, demands, causes of action (including third party claims for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) which result from (i) any release or threatened release of any substance (whether hazardous or not); (ii) any claim that Water Well Solutions or any of its subcontractors was a "generator" or "transporter" of hazardous waste or an "operator" of the job site (as such terms are used or defined under local, state or federal laws or regulations); or (iii) any negligent or wrongful act or omission of Purchaser or others under Purchaser's control, except that this indemnification shall not apply to the extent any demand of cause of action results from Water Well Solutions negligence or intentional misconduct.

PERFORMANCE. Water Well Solutions will exercise reasonable skill and judgment in performing the work, EXCEPT AS EXPRESSLY PROVIDED HEREIN, NO OTHER WARRANTIES (EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE GIVEN HEREUNDER. Water Well Solutions does not warrant specific results of any kind or provide any guarantee of water quality or quantity.

CHANGED CONDITIONS. The discovery of any hazardous waste, substance, pollutant, contaminant, underground obstruction, condition or utilities on or under the job site which were not brought to the attention of Water Well Solutions prior to the date of this Work Agreement will constitute a materially different site condition entitling Water Well Solutions, at its option, to terminate this Work Agreement (and to receive payment for all work performed up to and including the date of such termination) or to receive an equitable adjustment in the contract price and time for performance. Water Well Solutions, however, shall only have the right to terminate if such different site condition(s) creates additional health and safety risks or requires Water Well Solutions to perform work outside the original scope or beyond its capabilities. In any event, Water Well Solutions may terminate operations on a site which it believes presents an unreasonable health or safety risk.

DELAYS. Water Well Solutions shall have no liability to Purchaser, or its clients, contractors or consultants for delays attributable to acts of God, acts of third parties, weather which is not reasonably anticipatable, intervention or public authorities, inability to obtain permits necessary to perform the work, work stoppages, changes in applicable laws or regulations after the date of commencement of performance hereunder and any other conditions or events which are beyond the reasonable control of Water Well Solutions shall be entitled to additional time to perform this Work Agreement equal to the time of any such delay.

MISCELLANEOUS. The terms and conditions set forth in the Work Agreement constitute the entire understanding of the parties relating to the work. All previous proposals, offers, and other communications relative to the work, oral or written, are hereby superseded. Any additional or conflicting provision(s) contained in any purchase order, acknowledgement, or other form of the Purchaser is hereby expressly objected to by Water Well Solutions and shall not modify this Work Agreement.

INTERPRETATION. This Work Agreement shall be governed and construed in accordance with the laws of the state of the job site location. If any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, pursuant to state law or otherwise, the remainder of the terms, provisions and conditions stated in the Work Agreement (or the application of such term, provision or condition to person or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected, and each term, provision and condition of this Work Agreement shall be valid and enforceable to the fullest extent permitted by law.