

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-24-21 A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF WOOD DALE AND HR GREEN FOR THE WATER TOWER 1 RECONSTRUCTION PROJECT IN AN AMOUNT NOT TO EXCEED \$142,930**

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 2nd day of May, 2024.



Lynn Curiale
Lynn Curiale, City Clerk

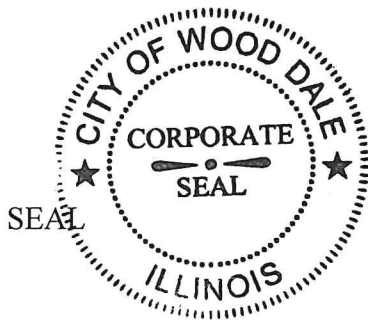
Resolution #R-24-21

A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF WOOD DALE AND HR GREEN FOR THE WATER TOWER 1 RECONSTRUCTION PROJECT IN AN AMOUNT NOT TO EXCEED \$142,930

Passed: May 2, 2024
Published in Pamphlet Form: May 3, 2024

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-24-21**
A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF WOOD DALE AND HR GREEN FOR THE WATER TOWER 1 RECONSTRUCTION PROJECT IN AN AMOUNT NOT TO EXCEED \$142,930

Passed and approved by the City Council of the City of Wood Dale on May 2, 2024 and hereby published in pamphlet on May 3, 2024.



A handwritten signature in cursive script that reads 'Lynn Curiale'.

Lynn Curiale, City Clerk

RESOLUTION NO. R-24-21

A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF WOOD DALE AND HR GREEN FOR THE WATER TOWER 1 RECONSTRUCTION PROJECT IN AN AMOUNT NOT TO EXCEED \$142,930

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 **HR GREEN** for the **WATER TOWER 1 RECONSTRUCTION PROJECT PROFESSIONAL SERVICES**; 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 **HR GREEN**, the Mayor and the City Council find **HR GREEN** 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 2nd day of May, 2024.

AYES: 7

NAYS: 0

ABSENT: Alderman Susmarski

APPROVED this 2nd day of May, 2024.

SIGNED: Annunziato Pulice
Annunziato Pulice, Mayor

ATTEST: Lynn Curiale
Lynn Curiale, City Clerk



**HR GREEN, INC.
PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1**

THIS AMENDMENT, made this 2nd day of May, 2024 by and between, CITY OF WOOD DALE the CLIENT, and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

Phase 1 Engineering for Reconstruction of Tower 1

hereby amends the original Professional Services Agreement dated October 25, 2023, as follows:

The CLIENT and COMPANY agree to amend the Scope of Services of the original Professional Services Agreement and previous amendments as follows:

See Attachment A – Scope of Services

COMPANY Project Number: 2302941

The CLIENT and COMPANY agree to amend other provisions of the original Professional Services Agreement and previous amendments as follows:

N/A

In consideration for these services, the CLIENT AGREES to adjust the payment for services performed by COMPANY on the following basis:

- Per current rate schedule with an estimated fee to be increased by One Hundred and Forty-Two Thousand Nine Hundred and Thirty Dollars (\$142,930.00)

The total authorized compensation after this Amendment, including the original Professional Services Agreement and all previous Amendments, is One Hundred and Eighty-Eight Thousand Nine Hundred and Five Dollars (\$188,905.00)

THIS AMENDMENT is subject to all provisions of the original Professional Services Agreement.

THIS AMENDMENT, together with the original Professional Services Agreement and all previous amendments represents the entire and integrated AGREEMENT between the CLIENT and COMPANY.

THIS AMENDMENT executed the day and year written above.

CITY OF WOOD DALE

HR GREEN, INC.

By: Annunzio Pulice, Mayor

By: Ravi Jayaraman, Principal

AMENDMENT NO. 1 - ATTACHMENT A

SCOPE OF SERVICES 750,000 GALLONS ELEVATED STORAGE TANK – RECONSTRUCTION OF TOWER 1 City of Wood Dale, Illinois

HR Green, Inc.
April 18, 2024

1.0 Project Understanding

General Understanding

The CLIENT retained the COMPANY to complete Phase 1 Engineering for Reconstruction of Tower 1 Study with a 750,000 gallons elevated storage tank (EST). The scope of the Study was to identify a feasible project site, estimates of probable cost, and identification of any underlying requirements and potential challenges. The COMPANY evaluated four project sites and recommended a site for the proposed EST. The CLIENT is now requesting a scope and fee for design engineering and bidding services to prepare bid documents for the proposed EST construction.

Design Criteria/Assumptions

- The project will be designed and bid as one construction package.
- The EST will be designed as a single style of tank. CLIENT's preference is a 750,000-gallon Pedesphere style tank.
- COMPANY standard specifications will be used for the EST improvements.
- Survey data collected by the COMPANY under the ongoing Illinois Route 19 and Central Avenue improvements project will be used and no additional survey is anticipated to be needed.
- All work will be on CLIENT property or public right-of-way and no private easements or property acquisition will be required.
- CLIENT will finance the project using its own financing and will not use a Drinking Water State Revolving Fund (DWSRF) loan.
- Project will be designed in accordance with the Ten States Standards, which are the water supply facilities design standards of the Illinois Environmental Protection Agency (IEPA).
- Project will be designed in accordance with the following codes:
 - International Building Code
 - International Mechanical Code
 - Uniform Plumbing Code
 - National Electric Code

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

Preliminary and General Work

- 2.1 Conduct a kick-off meeting with CLIENT to review the project scope, schedule, fee, and to discuss key elements. Project manager will tour the site to observe

- the locations of the existing and proposed facilities and to make field observations.
- 2.2 Collect maps, drawings, specifications, reports, and other pertinent information from CLIENT.
 - 2.3 Provide project management throughout the project duration; project duration is estimated to be approximately 21 months. COMPANY understands that the CLIENT is not planning on seeking funding through the State Revolving Loan Fund (SRF) for this project.

Design Phase Services

- 2.4 COMPANY understands that survey data of the EST has previously been completed. No changes to the site are known since this survey was obtained and therefore this survey data will be used for design of the new EST.
- 2.5 COMPANY will complete a geotechnical investigation at the proposed elevated storage tank site. A total of three (3) borings shall be completed at the site. COMPANY will provide a geotechnical report to the CLIENT.
- 2.6 Prepare construction drawings for the Phase 1 - Elevated Water Storage Tank. CONSULTANT anticipates the Contract Plans to include the following drawings:
 1. Cover Sheet with Vicinity Map, Location Map, and Sheet Index
 2. General Notes and Legend Abbreviations
 3. Demolition Plan and Photos
 4. Civil Site Plan
 5. Civil Site Details
 6. Process Tank Plan and Elevation
 7. Process Column Plan and Sections
 8. Electrical Power and Lighting Plan
 9. Electrical Details and Schedules

The Contract Plans will include details for the following:

- Gravel access drive
 - Piping to connect to existing water main
 - Fire hydrant
 - Tank logos (Tank logo to be designed by others)
- 2.7 Prepare construction specifications and contract documents. COMPANY standard specifications and contract documents will be used.
 - 2.8 Prepare an opinion of probable cost for the project at the 50% and 90% complete milestones. Provide a final opinion of probable cost for the project to file with the completed documents.
 - 2.9 Submit 3 copies of the drawings, specifications, and contract documents at the 50% and 90% complete milestones to CLIENT for review.
 - 2.10 Conduct project status meetings with CLIENT to review the 50% and 90% complete documents, discuss content and schedule of project, and receive comments from CLIENT to be incorporated into the contract documents.
 - 2.11 Provide an internal quality assurance and quality control review of final documents.
 - 2.12 Prepare and submit construction permit application documents to the IEPA for approval.
 - 2.13 Prepare and submit applications for permits to the Federal Aviation Administration (FAA).

- 2.14 Provide 3 copies of the final drawings, specifications, and contract documents to CLIENT along with an electronic .pdf copy.

Bidding Phase Services

- 2.15 Advertise for bids for the construction of the project by mailing an informal Notice of Project to prospective bidders and suppliers. CLIENT shall publish the legal Notice of Hearing and Letting for the project in a local newspaper.
- 2.16 Distribute the bidding documents to prospective bidders and other interested parties.
- 2.17 Maintain a record of parties to whom bidding documents have been issued.
- 2.18 Correspond with prospective bidders, suppliers, and other interested parties with questions and comments during the bid period.
- 2.19 Issue addenda as appropriate to interpret, clarify, or expand bidding documents.
- 2.20 Prepare bid tabulation sheets and distribute to CLIENT and plan holders.
- 2.21 Attend bid opening and assist CLIENT with opening of bids.
- 2.22 Assist CLIENT with evaluation of bids. Prepare a recommendation for award of contract.
- 2.23 Prepare construction contract documents and submit to the selected contractor for completion. Review and submit the executed contract documents to CLIENT for approval.

3.0 Deliverables and Schedules Included in this Agreement

- 1. Notice to Proceed (NTP)..... TBD by CLIENT
- 2. Kick-off Meeting 2 Weeks after NTP
- 3. Geotechnical Services 6 weeks after NTP
- 4. 50% complete documents to CLIENT 13 Weeks after NTP
- 5. 50% complete review meeting 14 Weeks after NTP
- 6. 90% complete documents to CLIENT 21 weeks after NTP
- 7. 90% complete review meeting 22 weeks after NTP
- 8. Submit final documents to CLIENT and permit agencies 24 weeks after NTP

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of the COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

- 1. GIS data collection or surveying other than the services provided as outlined above.
- 2. Geotechnical investigations beyond what is outlined in the above scope.
- 3. Preparation or administration of additional maps, plats, deeds or easement documents not specifically referenced in the scope of services.
- 4. Environmental, archeological, historical or cultural resources investigations, assessments, tests, studies, and reports.
- 5. Wetlands investigations, floodplain investigations, assessments, tests, studies, and reports not specifically referenced in the scope of services.

6. SCADA Controls for alarms and communication to central station through radio signals
7. Mechanical tank mixer
8. Meetings with State or Federal agencies to discuss the project.
9. Appearances at public meetings and public hearings beyond what is listed in the scope of services.
10. Additional meetings with CLIENT beyond what are listed in the scope of services.
11. Any significant street repairs and/or modifications.
12. Construction Services including onsite observation, submittal review, survey staking, material testing, dedicated tower coating inspections, etc.

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

Geotechnical Services – Midland Standard Engineering & Testing, Inc.

6.0 Client Responsibilities

1. Provide access to work sites for the COMPANY to perform or furnish services.
2. Field locate existing water mains, water service lines, and curb stops.
3. Provide relevant materials, such as maps, drawings, specifications, shop drawings, O&M manuals, operating data and reports, maintenance data and reports, water quality data and reports.
4. Provide personnel knowledgeable about operations and maintenance of facilities to be available for discussions and to answer questions.
5. Provide assistance in determining the locations of existing facilities and utilities.
6. Pay all permit fees and other required fees associated with the project.
7. Review all project deliverable documents submitted by COMPANY and provide all comments back to COMPANY within one week or otherwise as required by the project scope of services and schedule.