

**RESOLUTION NUMBER 20 -10**

**A RESOLUTION APPROVING CONTRACT  
CHANGE ORDER FOR THE  
EAST DUNDEE WELLS DRILLING PROJECT**

**WHEREAS**, the Village of East Dundee is a home rule unit of local government under and pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, has the authority to exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals, and welfare; and

**WHEREAS**, the Village of East Dundee has entered into a contract with Clark Dietz, Inc. to prepare the design specification, oversee the drilling of the new wells, design the new filtration and pumping facility, and work with the IEPA in securing loan funding for the project; and

**WHEREAS**, program changes at the IEPA, Clark Dietz has had to prepare multiple variations and submittals of the loan application. This additional work was not anticipated in the drafting of the professional services agreement; and

**WHEREAS**, Clark Dietz is requesting a Change Order to authorize an additional \$26,000 for the total project costs; and

**WHEREAS**, it is deemed necessary and desirable for the Village of East Dundee to approve Change Order submitted by Clark Dietz, Inc. to the contract entered into between the Village of East Dundee and Clark Dietz, Inc.

**NOW THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:**

**Section One.** That the Village of East Dundee adopts and approves and the President be and he is hereby authorized and directed to sign and the Village Clerk is directed to attest to the execution of the Change Order submitted by Clark Dietz, Inc. to the contract entered into between the Village of East Dundee and Clark Dietz, Inc.

**Section Two. Severability.** If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

**Section Three. Repeal.** If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

**Section Four. Publication.** This resolution shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

Adopted this 3<sup>rd</sup> day of May, 2010, pursuant to a roll call vote as follows:  
AYES: 6 - Trustees Ruffalo, Gorman, ~~Lynam~~, Mullen, Cichowski, VanOstenbridge & President Bartels  
NAYES: 1 - Trustee Lynam  
ABSENT: 0

Approved by me this 3<sup>rd</sup> day of May, 2010.

Michael Ruffalo  
Jerald Bartels, President      Michael Ruffalo, Trustee  
President Pro-Tem

Published in pamphlet form this 7<sup>th</sup> day of May, 2010, under the authority of the President and Board of Trustees.

ATTEST:

# Request For Board Action

REFERRED TO COUNCIL: Friday, April 30<sup>th</sup>, 2010

ORIGINATED BY: Administration

SUBJECT: CLARK DIETZ AGREEMENT

## SUMMARY AND BACKGROUND OF SUBJECT MATTER:

As you are well aware, the Village retained the firm of Clark Dietz to prepare the design specification, oversee the drilling of the new wells, design the new filtration and pumping facility, and work with the IEPA in securing loan funding for the project. In recent months, because of program changes at the IEPA, Clark Dietz has had to prepare multiple variations and submittals of the loan application. This additional work was not anticipated in the drafting of the professional services agreement.

Clark Dietz is requesting a change order to authorize an additional \$26,000 for the total project costs. These would be funds payable from the proceeds of the loan from the State.

## FINANCIAL IMPACT:

An additional \$26,120.00 in funding.

## DOCUMENTS ATTACHED:

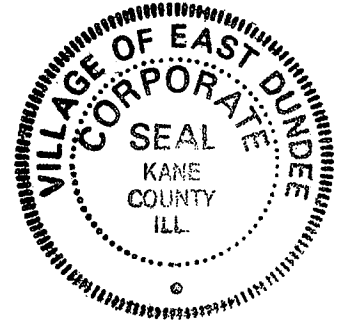
Revised professional services agreement

## RECOMMENDATION:

Recommend approval of the request. Clark Dietz has done an admirable job in shepherding the loan application through IEPA. We did not anticipate the withdrawal of the stimulus money, and the request for multiple submittals to IEPA for the same project.

Jennifer Behberg  
Jennifer Rehberg, Village Clerk

Recorded in the Village Records on May 7<sup>th</sup>, 2010.



**PROFESSIONAL SERVICES AGREEMENT**

**AMENDMENT NUMBER 1**

**Project Name ("Project")**

This Amendment to the Professional Services Agreement dated 12-5-06 is by and between:

Village of East Dundee ("Client")  
120 Barrington Avenue  
East Dundee, IL 60118

and,

Clark Dietz, Inc. ("Clark Dietz")  
5017 Green Bay Road, Suite 126  
Kenosha, WI 53144

Who agree as follows:

Whereas; the existing Contract is being amended to include additional scope of services, and

Whereas; the IEPA Infrastructure Financial Assistance Section has requested changes in the Professional Services Agreement for the Design Services.

Now Therefore; this Amendment engages Clark Dietz to perform Services described in Part I - Services and Clark Dietz agrees to perform these Services for the compensation set forth in Part III - Compensation. Clark Dietz shall be authorized to commence Services upon execution of this Amendment by both parties and receipt of written notice to proceed from the Client. Client and Clark Dietz agree that this signature page, together with Parts I-III of this Amendment and the original Agreement, incorporated and made a part herewith, constitute the entire agreement between them relating to this project.

**Approved for Client**

By: Michael J. Kueppel

Title: President Pro-Tem

Date: 5/3/10

**Approved for Clark Dietz**

By: Donna Abbott

Title: Vice President

Date: 3/24/2010

**PART I  
SERVICES**

**A. Amendment Description**

Additional Professional Services performed and changes required by the IEPA Infrastructure Financial Assistance Section.

**B. Scope**

The existing scope of services is amended to include the following:

- a. Engineering design for radio communications to support SCADA communications to six remote sites from the new SCADA system head end equipment to be located in the new Water Treatment Plant building.
- b. Additional professional provided include:
  - Engineering services related to IEPA loan procedures: The design phase of the project extended over 3 years and IEPA loan documentation had to be resubmitted several times. Additional manhours were expended to prepare and resubmit the loan related documentation and follow-up conversations with IEPA staff.
  - Assistance to Village staff in preparation and submission of loan related administrative requirements. Also, assisted the Village staff in responding to questions from IEPA staff.
  - Revise the submitted contract documents to meet the Agency's requirements for American Recovery and Reinvestment Act (ARRA) requirements and then for non-ARRA loan funding requirements.
  - Amend the previously approved project plan to include permanent well pumping equipment to be funded under the IEPA loan program.
- c. Clark Dietz agrees to take affirmative steps to assure that small, minority, and women's business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with Loan Rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA (Agency), Clark Dietz acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.
- d. Audit and access to records clause that provides as follows:
  - Clark Dietz will maintain books, records, documents and other evidence directly pertinent to performance of PWSLP loan work under this agreement, consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Clark Dietz will make available facilities for access and inspection of the said records.
  - Audits conducted pursuant to this provision will be in accordance with generally accepted auditing standards.

- Reports and other information resulting from access to records pursuant to this clause will be disclosed to the Agency. The auditing agency shall afford Clark Dietz an opportunity for an audit exit conference and an opportunity to comment on pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.
  - Records under this clause shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. Clark Dietz will maintain and make available records that relate to any dispute or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken for three years after resolution of the appeal, litigation, claim or exception.
- e. Covenant against contingent fees clause that provides as follows:
- Clark Dietz warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the Client will have the right to annul this agreement without liability or in its discretion to deduct from the engineering fee or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- f. Clark Dietz certifies that the person(s) performing the engineering services for the loan project have not been debarred or suspended per Executive Order 12549.

**C. Schedule**

No Change

**D. Assumptions/Conditions (If applicable)**

This Amendment is subject to the following assumptions/conditions:

None

**PART II**  
**CLIENT'S RESPONSIBILITIES**

Client shall, at its expense, do the following in a timely manner so as not to delay the services:

**A. Information/Reports**

No Change

**B. Representative**

No Change

**C. Decisions**

No Change

**D. Other**

No Change



**PART III  
COMPENSATION**

**A. Compensation**

Compensation for the Services under this Amendment shall be as follows:

Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I, SERVICES of this Amendment will be a lump sum amount of \$33,620.00. This includes the \$7,500 previously approved by the Client for additional efforts associated with the SCADA design. This lump sum compensation includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. This Amendment increases the total compensation authorized to \$407,916.00

**B. Billing and Payment – No Change**