



## **PROFESSIONAL SERVICES AGREEMENT**

**For**

**Village of Homer Glen  
Project Plan For  
New Wastewater Treatment Plant**

Brett Westcott, PE  
Village Engineer  
Village of Homer Glen  
14240 W. 151<sup>st</sup> Street  
Homer Glen, IL 60491  
708-301-0632 Ext 117

Ravi Jayaraman, PE  
Regional Manager  
HR Green, Inc.  
1391 Corporate Dr. Suite 203  
McHenry, IL 60050  
2404250

January 7, 2025

## **TABLE OF CONTENTS**

- 1.0 PROJECT UNDERSTANDING**
- 2.0 SCOPE OF SERVICES**
- 3.0 DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT**
- 4.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES**
- 5.0 SERVICES BY OTHERS**
- 6.0 CLIENT RESPONSIBILITIES**
- 7.0 PROFESSIONAL SERVICES FEE**
- 8.0 TERMS AND CONDITIONS**



THIS **AGREEMENT** is between VILLAGE OF HOMER GLEN (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

## **1.0 Project Understanding**

### **1.1 General Understanding**

The CLIENT desires to hire COMPANY to develop a Project Plan for a new Wastewater Treatment Plant (WWTP) so the Village of Homer Glen can begin treating the wastewater generated in the Fiddymet Creek service area by the Year 2030.

### **1.2 Design Criteria/Assumptions**

- Illinois Environmental Protection Agency Regulations

## **2.0 Scope of Services**

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

### **TASK 1 – PROJECT PLAN**

#### 1.1 - Existing Conditions and Project Need

- a. Describe Loan applicant's background, total population served by the applicant, customer base, and project location information.
- b. Detailed description of the existing collection system and treatment facilities.
- c. Develop project description that clearly identifies the need and provides justification to Illinois EPA (IEPA) for the proposed Wastewater Treatment Plant project, including the benefits of the project.
- d. Provide detailed narrative of the system's compliance with all applicable laws and regulations and with existing and proposed NPDES permit limits.

#### 1.2 - Basis of Design and Alternatives Analysis

- e. Prepare cost and effectiveness analysis summary for the following alternatives:
  - Convey to Village of New Lenox WWTP #3 by Silver Cross Hospital, new Aero-Mod WWTP, or Do-Nothing Option.
- f. Prepare "Planning Certification of Cost and Effectiveness Analysis Certification Form"
- g. Prepare the basis of design for the selected alternative, including flow diagrams, unit process descriptions, flow rates, detention times, unit capacities.
- h. Identify any "green" components to be included in the proposed project.
- i. Develop a schedule when the following project activities are planned to occur: 1) obtaining project planning approval, 2) advertising the project for bids, 3) start of construction, and 4) completion of construction.
- j. Create an 8.5-inch x 11-inch map(s) that shows the project(s) location(s) relative to the community.

### 1.3 - Financial Assessment

- k. Prepare Project Cost Estimate
- l. Estimated IEPA loan amount, current base interest rate, thirty-year (30) repayment period, and the calculated approximate annual loan repayment.
- m. Describe financial arrangements for assuring adequate annual debt service, Operation, Maintenance and Repair (O, M & R) coverage requirements, and a description of the dedicated source of revenue necessary for loan repayment and any other funding involved in the project. COMPANY to gather data such as from CLIENT and include the information in the Project Plan.
- n. Provide detailed description of the existing user charge system and rate structure, the basis for billing, the average residential customer's wastewater usage per billing period, the total number of paying customers in the system, and a breakdown that provides the number of residential, industrial, and commercial customers.
- o. Prepare, with assistance from the CLIENT, the 'Existing User Charge and O, M, and R Certification Sheet.

### 1.4 - Prepare Draft and Final Project Plan Report

- p. Prepare Draft Project Plan and review with CLIENT.
- q. Prepare Final Project Plan.
- r. Assist CLIENT with assembling and submitting the Final Project Plan to IEPA
- s. Assist CLIENT with addressing comments from IEPA

## **TASK 2 – PROJECT MANAGEMENT AND MEETINGS**

2.1 – Project Management - Provide ongoing project management including directing the project team, coordination of information and deliverables, as well as tracking and meeting schedule.

2.2 – Project Meetings - Conduct a virtual kick-off meeting with CLIENT, by Microsoft Teams, to review the project scope, schedule, fee, and to discuss key elements. One review progress meeting with CLIENT to discuss the draft Project Plan.

## **TASK 3 – ENVIRONMENTAL CORRESPONDENCE REQUIRED FOR PROJECT PLAN (ADDITIONAL SCOPE IF REQUESTED)**

The Wastewater Project Planning Submittal Checklist requires an Environmental Checklist to be prepared and to provide an inventory of environmental impacts. The IEPA will require all applicable correspondence with regulatory agencies for approval and permitting requirements. The following will be required to obtain Project Plan approval:

### 3.1 Inventory of Environmental Impacts / Environmental Checklist

- a. The Project Plan narrative requires an inventory of environmental impacts for the chosen design alternative and a discussion of the measures required during design and construction to mitigate or minimize negative environmental impacts.

### 3.2 Tribal Consultation

- b. A tribal consultation must be completed to meet the checklist requirements for the Wastewater Project Plan on any project that involves significant ground disturbance, such as new buildings, grading, access roads, sewers, etc. A Tribal Consultation consists of a letter which is mailed to tribes of interest in the region which outlines the project and invites the given tribe to be a consulting party in identifying properties in the project area which may have historical, religious, or cultural significance to the given tribe.

### 3.3 Army Corps (USACE) Correspondence

- c. The Wastewater Project Plan requires Army Corps consultation for projects located within any wetland, river, stream, flood plain, floodway, waterway, any body of water, or construction located within 250 feet of a wetland. The proposed project will be within 250 feet of Fiddymment Creek which is considered Waters of the U.S. In order to obtain Project Plan approval, a Joint Permit Application must be submitted to the Army Corps. Correspondence from Army Corps must be submitted to IEPA which confirms whether an Army Corps permit will be needed in the future. A permit is NOT required at this stage and is therefore EXCLUDED from this contract.

### 3.4 IDNR-OWR Correspondence

- d. The Wastewater Project Plan requires consultation from IDNR-OWR for projects located near a floodplain or floodway or along a jurisdictional river, lake, or stream. The IDNR-OWR regulates the floodways of the state. Fiddymment Creek is considered an undesignated floodway and is governed by the IDNR-OWR Part 3700 rules. In order to obtain Project Plan approval, a Joint Permit Application must be submitted to the IDNR-OWR. Correspondence from IDNR-OWR must be submitted to the IEPA which confirms whether an IDNR-OWR permit will be needed in the future. A permit is NOT required at this stage and is therefore EXCLUDED from this contract.

## **TASK 4 – PRELIMINARY ANTI-DEGRADATION STUDY (ADDITIONAL SCOPE IF REQUESTED)**

4.1 - An Anti-Degradation Study is required as part of the Wastewater Project Planning Submittal Checklist provided by the IEPA for their SRF loan program. The assessment includes the following:

- a. Identification and characterization of the affected water body (Fiddymment Creek)
  - a. Describe the receiving stream that the new WWTP will be discharging to cover historic physical and chemical characterization, current impairments, biological characterization (Fisheries, Benthic Macroinvertebrate, and freshwater mussel data), summaries all findings and recommendations.



- b. Background of WWTP, quantification of proposed loading increases and wastewater characteristics –
  - a. Provide a description of the proposed WWTP Facilities and describe the anticipated performance based on flow, CBOD, TSS, Ammonia, Phosphorus, Metals, and Dissolved Oxygen.
- c. Purpose and anticipated benefits of the proposed WWTP
- d. An assessment of alternatives to the proposed increases in pollutant loading

**3.0 Deliverables and Schedules Included in this Agreement**

- Draft Project Plan
- Final Project Plan

Schedule:

Notice to Proceed (NTP).....	February 2025
Kick-off Meeting .....	1 week after NTP
Submit Draft Project Plan.....	August 2025
Project Plan Review Meeting with CLIENT .....	August 2025
Anti-Degradation Analysis.....	August 2025
Submit Final Project Plan.....	September 2025

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. Field Investigations for Preliminary Antidegradation Study
2. Detailed Design Services.
3. Permitting fees
4. Army Corps and IDNR-OWR Permitting
5. Phase I Archaeological Survey
6. Letter of Map Revision (LOMR) from FEMA for delineating the floodplain and flood way.
7. Assistance with pilot or bench scale studies.
8. Legal services

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

**5.0 Services by Others**

N/A



## 6.0 Client Responsibilities

1. Provide information and data requested as identified in the scope of services.
2. Provide relevant materials such as maps, drawings, specifications, shop drawings, O&M manuals, financial data and reports, operating data and reports, maintenance data and reports, water quality data and reports.
3. Pay permit fees and other required fees associated with the project.
4. Review project deliverable documents submitted by COMPANY and provide comments to the COMPANY as specified in the-scope of services.
5. Attend meetings and hearings as required for the project as specified in the scope of services.
6. Provide legal services as required for the project.
7. Appoint a CLIENT'S REPRESENTATIVE with respect to the services to be performed under this agreement. CLIENT'S REPRESENTATIVE shall have complete authority to transmit instructions, receive information, and interpret and define CLIENT'S policies. The COMPANY shall be entitled to rely on representations made by the CLIENT'S REPRESENTATIVE unless otherwise specified in writing by the CLIENT.

## 7.0 Professional Services Fee

### a. Fees

The fees for services will be based on COMPANY standard hourly rates as established in the Agreement for Engineering Services dated August 28, 2023, between the CLIENT and COMPANY. The standard hourly rates are effective between January 1, 2023, and December 31, 2025.

### b. Invoices

Invoices for the COMPANY's services will be submitted on a monthly basis. Invoices will be due and payable upon receipt in accordance with the Illinois Prompt Payment Act 50ILCS 505.

### c. Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

### d. Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.



e. Payment

The CLIENT AGREES to pay COMPANY on the following basis:

**Task 1:** Time and material basis with a Not to Exceed fee of \$39,460

**Task 2:** Time and material basis with a Not to Exceed fee of \$4,820

**Task 3:** Time and material basis with a Not to Exceed fee of \$3,540 (Additional Scope if requested by the CLIENT)

**Task 4:** Time and material basis with a Not to Exceed fee of \$16,500 (Additional Scope if requested by the CLIENT)

Breakdown of Fee is as follows:

Fee Proposal	
Task	Fee
<b>Task 1- Project Plan</b>	
1.1 Existing Conditions and Project Need	\$4,200
1.2 Basis of Design and Alternatives Analysis	\$16,810
1.3 Financial Assessment	\$4,180
1.4 Prepare Draft and Final Project Plan Report	\$14,270
<b>Task 1 Subtotal</b>	<b>\$39,460</b>
<b>Task 2- Project Management and Meetings</b>	
2.1 & 2.2 Project Management and Meetings	\$4,820
<b>Task 2 Subtotal</b>	<b>\$4,820</b>
<b>Task 3 - Permits Required Per Project Plan (If Requested by the CLIENT)</b>	
3.1 Inventory of Environmental Impacts / Environmental Checklist	\$720
3.2 Tribal Consultation	\$920
3.3 Army Corp Permitting	\$950
3.4 IDNR-OWR Permitting	\$950
<b>Task 3 Subtotal</b>	<b>\$3,540</b>
<b>Task 4 - Preliminary Anti-Degradation Study (If Requested by the CLIENT)</b>	
4.1 Anti-Degradation Study	\$16,500
<b>Task 4 Subtotal</b>	<b>\$16,500</b>



**8.0 Terms and Conditions**

This Agreement is considered part of the As-Needed Civil Engineering Services Agreement dated August 28, 2023, between CLIENT and COMPANY. All terms and conditions contained in that agreement apply to this Agreement.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until the COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

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Approved by: Ravi Jayaraman  
Printed/Typed Name: Ravi Jayaraman  
Title: Principal Date: 01-07-2025

VILLAGE OF HOMER GLEN  
Accepted by: Joseph D. Baker  
Printed/Typed Name: Joseph D. Baker  
Title: Village Manager Date: 1/23/25