

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village Council Meeting**  
**8/3/2021**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Award of Contract - Engineering Design of Existing 71st Well Rehabilitation (WP-011)	Andy Sikich Public Works Director

**SYNOPSIS**

A resolution has been prepared authorizing an agreement for rehabilitation of the 71<sup>st</sup> Street Well (No. 14) between the Village and Engineering Enterprises, Inc. (EEI) of Sugar Grove, IL in an amount not-to-exceed \$140,559.20. The requested award amount includes a 10% contingency.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2019 to 2021 include *Top Quality Infrastructure*.

**FISCAL IMPACT**

The FY21 budget includes \$105,000 for professional services associated with the Existing Well Rehab capital project (WP-011), which is sufficient to cover the services that will be performed in 2021. Sufficient additional money is available through savings on other water fund projects in 2021 and will be included in the FY22 budget for services to be performed in 2022.

**RECOMMENDATION**

Approval on the August 3, 2021 Consent Agenda.

**BACKGROUND**

The Village owns and operates a public water utility that supplies water to all areas within the Village limits as well as a limited number of customers outside the Village. Beginning in 1992, the Village's water supply changed from wells to Lake Michigan water purchased from the DuPage Water Commission. The Village has retained three shallow wells for use as an emergency, back-up water supply. These wells are maintained, but have not been activated since switching to Lake Michigan Water 29 years ago. The Village has identified that these wells require modifications and upgrades to remain a viable emergency back-up source of water.

The proposed contract with EEI will provide design engineering services for the rehabilitation of the 71<sup>st</sup> Street (No. 14) emergency back-up well. The scope of services provided by EEI include the following:

- Design of an improved well pump system and assembly
- Design of a replacement well house
- Design of new electrical switch gear and a new motor control center
- Assistance with the Illinois Environmental Protection Agency (IEPA) Permit
- Assistance with Bidding the recommended modifications and upgrades

- Assist with the IEPA loan application

A Request for Qualifications (RFQ) was issued in 2019, with four firms responding. After reviewing the qualifications, Engineering Enterprises, Inc. was identified as the firm that best meets the needs of the Village. Staff recommends award of this contract to Engineering Enterprises, Inc. based on their understanding of the project, capability to perform the work, and proposed scope and fee.

#### **ATTACHMENTS**

Resolution  
Agreement

## RESOLUTION NO. \_\_\_\_

**A RESOLUTION AUTHORIZING EXECUTION OF AN  
AGREEMENT BETWEEN ENGINEERING ENTERPRISES, INC.  
AND THE VILLAGE OF DOWNERS GROVE  
FOR REHABILITATION OF THE 71<sup>ST</sup> STREET WELL (NO. 14)**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the "Agreement"), between the Village of Downers Grove (the "Village" or "Owner") and Engineering Enterprises, Inc. (the "Engineer"), for professional design engineering services for the rehabilitation of the 71<sup>st</sup> Street Well (No. 14) in the amount of \$127,872.00, plus a 10% contingency in the amount of \$12,787.20 for a total not-to-exceed \$140,559.20, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_

Village Clerk

**AGREEMENT BETWEEN ENGINEERING ENTERPRISES, INC.  
AND THE VILLAGE OF DOWNERS GROVE  
FOR REHABILITATION OF THE 71<sup>ST</sup> STREET WELL (NO. 14)**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_ 2021 by and between Engineering Enterprises, Inc. of Sugar Grove, Illinois ("Engineer") and the Village of Downers Grove, Illinois, an Illinois municipal corporation with offices at 801 Burlington Avenue, Downers Grove, Illinois 60515, ("Village" or "Owner").

WHEREAS, the Village wishes to retain the services of the Engineer to provide professional design Engineering services for rehabilitation of the 71<sup>st</sup> Street Well (No. 14) ("the Project"); and

WHEREAS, the Engineer is willing to perform these services for compensation and in accordance with the terms and conditions described in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits that will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

**A. Scope of Services:**

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the Village for design engineering and bidding for the Project as more fully described hereinafter.

The Village of Downers Grove receives its water supply from Lake Michigan through DuPage Water Commission (DWC). In case of emergency, the Village also owns and maintains three (3) shallow wells (Well No. 9, Well No. 12, and Well No. 14). The Village has identified that these assets require upgrades or modifications. This project scope is specifically for the 71<sup>st</sup> Street Well (No. 14) Rehabilitation.

The well utilizes a line-shaft vertical turbine pumping assembly and is located inside a well house. Due to the age and condition of the pumping equipment, the Village wishes to replace the existing equipment with submersible pumping and motor assembly with a pitless adapter. The existing well houses will be demolished and replaced with control buildings for the electrical gear, piping/valves/meter, and sodium hypochlorite equipment, the latter of which will be incorporated to replace the existing gas chlorination systems. Scope will include pump testing to determine current operating conditions and design of a new pump/motor assembly to provide similar output to existing equipment design conditions.

The existing electrical gear at the well house, particularly the motor control center, shall be replaced due to age and safety considerations. Components, such as motor protective relays, shall be included with newer electrical gear to enhance and protect the well pump and motor. Additionally, small PLC's and communications (SCADA) equipment shall be added to monitor system operations and send alarm conditions. A manual transfer switch and connector for an emergency generator hook-up shall be incorporated into the design.

Site improvements will be made for vehicular access to the well head, control building, and generator, as required for operations and maintenance of the facility. Underground utility modifications will be accomplished as required.

Furthermore, the Village intends to fund the improvements via the IEPA Public Water Supply Low Interest Loan program. The scope includes assisting the Village and its consulting engineers for the SRF program (Strand Associates) prepare components of the Project Plan related to this Project. The Project Plan related items will be reflective of scope for all three well rehabilitations.

The Village has requested assistance with design and bidding engineering for the Project. The work items to complete the stated scope objectives are as follows:

#### PROJECT MANAGEMENT

- ✓ Project Management and Administration
  - Billing/Accounting/Budget-Tracking
  - Project Updates to Village
- ✓ Project Kickoff Meeting
  - Prepare Discussion Outline and Minutes
  - Attend Meeting at Village Public Works Facility
  - Site Visit After Meeting

#### DESIGN ENGINEERING (PERMIT ISSUE AND FINAL)

- ✓ Design Progress Meetings (2 Total)
  - Prepare Discussion Outlines and Minutes
  - Attend Meetings at Village Public Works Facility
- ✓ Prepare and Coordinate Requests for Information (RFIs) with Village and Review Existing Facility Plans/Reports
- ✓ Review Existing Building Codes
- ✓ Analysis of Existing Well Conditions, Including Coordination of Test Pumping
- ✓ Prepare Hydraulic Calculations for New Submersible Pumping Equipment
- ✓ Prepare Chemical Calculations for Sodium Hypochlorite and Coordinate Chemical Sampling (Sampling by Others) to Calculate Chlorine Demand and Required Dosage for Meeting 0.5 mg/L Free Chlorine Residual
- ✓ Prepare Conceptual Layouts of Building and Site
- ✓ Soil Boring Coordination
- ✓ Utilities Coordination (ComEd, Nicor, etc.) – Does Not Include Changes to Utility Services
- ✓ Coordination with Subconsultants (Architectural, Structural, HVAC/Plumbing, Electrical)
- ✓ Manual Transfer Switch/Connection Design for Portable Generator Connection
- ✓ Identify and Begin Preparation of Required Plans and Technical Specifications
- ✓ Prepare Permit Issue Plans and Specification (~60%)
- ✓ Prepare Plans Necessary to Obtain the IEPA Construction Permit
- ✓ Prepare Project Manual, including technical specifications for the project, necessary to obtain the IEPA Construction Permit
- ✓ Prepare Final Plans Necessary to Bid the Project
- ✓ Prepare Final Project Manual, including technical specifications for the project, as

- necessary to bid the project; Assumes use of Village's Contract Documents
- ✓ Prepare 60% and 100% Engineer's Opinion of Probable Construction Cost

#### PERMITTING

- ✓ IEPA Construction Permit Coordination
  - Complete All Necessary Permit Application Forms and Schedules
  - Coordinate Signatures with Village and Submittal of Application Packages to IEPA
- ✓ Stormwater Pollution Prevention Plan (SWPPP)
- ✓ Village of Downers Grove Building Permit Facilitation

#### BIDDING SERVICES

- ✓ Prior to advertising for bids, the Engineer shall provide for each construction contract, not to exceed ten (10) copies of detailed drawings, specifications, and contract documents for use by the Village, appropriate Federal, State and local agencies from whom approval of the Project must be obtained. The cost of such drawings, specifications and contract documents shall be included in the basic compensation paid to the Engineer.
- ✓ Assist with Advertisement for Bids
  - Send Ad for Bids to Village for Coordination with Paper of Record
- ✓ Attend Pre-Bid Meeting
  - Assist with Discussion with Contractors and Attend Site Tour; Village to Lead Discussion and Site Tour
- ✓ Respond to Bidding Inquiries
- ✓ Maintain Bidders List, Coordinate Addenda(s) and Distribution
- ✓ Upon award of a contract, the Engineer shall furnish to the Village five (5) sets of the drawings, specifications and contract documents for execution. The costs of these sets shall be included in the basic compensation paid to the Village.

#### IEPA LOAN DOCUMENTATION COORDINATION (OVERALL PROJECT PLAN AND LOAN APPLICATION BY STRAND ASSOCIATES AND THE VILLAGE)

- ✓ Prepare Project Plan Materials and Coordination with Strand Associates for all three Well Rehabilitation Projects (Well No. 9, Well No. 12, and Well No. 14)

Electrical and HVAC (MEP) Engineering services for design and bidding will be performed by a subconsultant. Structural Engineering design/bidding services for the control building will be performed by a subconsultant. Geotechnical Engineering services for soil borings and soils analysis (CCDD) will be performed by a subconsultant. Architectural services for the control building will be performed by a subconsultant.

The stated scope of services herein includes the following assumptions and exclusions:

- Assumes Overall Water System Project Plan and Associated Loan Applications Will Be Coordinated by Strand Associates and the Village, and Scope Only Includes Assisting with Particular Components of the Loan Process Associated with the 71<sup>st</sup> Street Well Rehabilitation
- Excludes the following Loan Application Scope Items:
  - Funding Nomination Form Submittal
  - Assistance with Loan Application and Related Forms

- Assistance with Financial Analysis
- Assistance with Environmental Checklist Items
- Assistance with Final Loan Application Details for This Project and Responding to Questions
- Submitting Project Bids and Bid Checklist and Coordination with IEPA/Village/Strand for Loan Execution
- Required Loan Resolutions and Ordinances by Strand/Village
- Excludes Property and Easement Acquisition Coordination
- Excludes Additional Design Progress Meetings (Beyond Project Initiation & Two Progress) and Board/Committee Presentations
- Excludes Offsite Improvements, Including Offsite Utilities Improvements
- Assumes No Electrical Service Changes (Reuse Existing Electric Utility Transformer)
- Excludes Permanent Generator, Automatic Transfer Switch, and Related Appurtenances
- Excludes Natural Gas Service Improvements
- Excludes Site Improvements Other Than Those Specifically Listed Above
- Surveying Includes Only Areas Impacted by Scope of Project, Not Entire Property
- Excludes Wetlands/Floodplain Permitting/Coordination
- Excludes Landscape Architecture Services – Site Will Be Restored to Existing Conditions
- Excludes Detailed Corrosion Control Study (No Effective Changes to Source Water or Treatment from Well)
- Excludes Attending the Bid Opening
- Excludes Assisting Village in Review of Bids and Prepare Bid Tabulation and Award Recommendation Letter
- Excludes Contracting and Construction Phase Engineering

## **B. Village's Responsibilities**

1. Provide to the Engineer all criteria, design and construction standards and full information as to the Village's requirements for the Project.
2. Designate a person authorized to act as the Village's representative. The Village or its representative shall receive and examine documents submitted by the Engineer, interpret and define the Village's policies and render decisions and authorizations to prevent unreasonable delay in the progress of the Engineer's services.
3. Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials or other items required by law or by governmental authorities having jurisdiction over this Project, or as recommended by the Engineer.
4. Furnish above services at the Village's expense and in such manner that the Engineer may rely upon them in the performance of its services under this Agreement and in

accordance with the Project timetable.

5. Guarantee full and free access for the Engineer to enter upon all property required for the performance of the Engineer's services under this Agreement.
6. Give prompt written notice to the Engineer whenever the Village observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the Engineer's performance of services under this Agreement.
7. Protect and preserve all survey stakes and markers placed at the project site prior to the assumption of this responsibility by the contractor and bear all costs of replacing stakes or markers damaged or removed during said time interval.

### **C. Term:**

The term of this Agreement shall be until June 30, 2022 or until the services as set forth herein have been completed, whichever shall occur first. The proposed schedule is attached hereto and incorporated herein as Exhibit A.

### **D. Compensation:**

#### **Basic Fees:**

Fees for these services shall not exceed One Hundred Twenty-seven Thousand Eight Hundred Seventy-two Dollars and no cents (\$127,872.00). The breakdown of this total price is set forth in Exhibit B attached hereto and incorporated herein. Any additional work performed must be approved in writing by both parties and shall be billed in accordance with the Engineer's Standard Schedule of Charges, attached hereto and incorporated herein as Exhibit C.

#### **Engineer Invoices:**

The Engineer shall prepare invoices that contain a reference number, the billing period, the classifications and/or names of staff, numbers of hours billed to the project (with clear itemization for hours spent), all reimbursable expenses and a total reimbursable amount for the billing period including receipts therefor, amounts billed to date, and amounts received to date.

#### **Prompt Payment Act:**

The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Engineer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Engineer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Engineer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

#### **E. Ownership of Records and Documents:**

Engineer agrees that all books and records and other recorded information developed specifically in connection with this Agreement shall remain the property of the Village. Engineer agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the Village. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the Freedom of Information Act or if already previously disclosed by a third party. Upon termination of this Agreement, Engineer agrees to return all such materials to the Village. The Village agrees not to modify any original documents produced by Engineer without Engineer's consent. Modifications of any signed duplicate original document not authorized by Engineer will be at the Village's sole risk and without legal liability to the Engineer. Use of any incomplete, unsigned document will, likewise, be at the Village's sole risk and without legal liability to the Engineer.

#### **F. Governing Law:**

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in DuPage County, Illinois.

#### **G. Independent Contractor:**

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The Village's relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the Village for any purpose.

#### **H. Certifications:**

**Employment Status:** The Contractor certifies that if any of its personnel is an employee of the State of Illinois, they have permission from their employer to perform the service.

**Anti-Bribery:** The Contractor certifies it is not barred under 30 ILCS 500/50-5(a)-(d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

**Loan Default:** If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois

institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

**Felony Certification:** The Contractor certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

**Barred from Contracting:** The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E or similar law of another state.

**Drug Free Workplace:** The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 ILCS 580) as of the effective date of this Agreement. The Drug Free Workplace Act requires, in part, that contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

**Non-Discrimination, Certification, and Equal Employment Opportunity:** The Engineer agrees to comply with applicable provisions of the Illinois Human Rights Act (775 ILCS 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Engineer shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Engineer agrees to incorporate this clause into all subcontracts under this Agreement.

**Sexual Harassment:** The Engineer certifies that it has a sexual harassment policy that complies with the Illinois Human Rights Act.

**International Boycott:** The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

**Record Retention and Audits:** If 30 ILCS 500/20-65 requires the Engineer (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Agreement or the date of final payment under the Contract, all books and records relating to the performance of the Agreement and necessary to support amounts charged to the Village under the Agreement. The Agreement and all books and records related to the Agreement shall be available for review and audit by the Village and the Illinois Auditor General. If this Agreement is funded from contract/grant funds provided by the U.S. Government, the Agreement, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector

General of the federal sponsoring agency. The Engineer agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a:  United States Citizen  Resident Alien  Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification: Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one):  Individual  Real Estate Agent  Sole Proprietorship  Government Entity  Partnership  Tax Exempt Organization (IRC 501(a) only)  Corporation  Not for Profit Corporation  Trust or Estate  Medical and Health Care Services Provider Corp.

### **I. Indemnification:**

Engineer shall indemnify and hold harmless the Village and Village's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the negligent performance of work under this Agreement by Engineer or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of Engineer or its Subcontractors of any employee of any of them. In no event shall either party indemnify any other party for the consequences of that party's negligence.

### **J. Insurance:**

The Engineer shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Engineer from the types of claims set forth below which may arise out of or result from the Engineer's operations under this Agreement and for which the Engineer may legally liable:

Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;

Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Engineer's employees;

Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Engineer's employees;

Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Engineer, or (2) by another person;

Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

Claims for damages because of bodily injury, death of a person or property damage arising out of Ownership, maintenance or use of a motor vehicle;

Claims for damages as a result of professional or any other type of negligent action by the Engineer or failure to properly perform services under the scope of the agreement between the Engineer and the Village.

The Engineer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).

As evidence of said coverages, Engineer shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.

#### **K. Notices:**

All notices required to be given under the terms of this agreement shall be given by mail, addressed to the parties as follows:

For the Village:

Village Manager  
Village of Downers Grove  
801 Burlington Ave.  
Downers Grove, IL 60515

For the Engineer:

Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove, IL 60554

#### **L. Standard Terms and Conditions**

##### **Relationship Between the Engineer and the Village**

The relationship between the Village and the Engineer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

##### **Campaign Disclosure Certificate**

The Engineer shall comply with the Campaign Disclosure Certificate attached hereto and incorporated herein by reference as Exhibit D.

### **Patriot Act Compliance**

The Engineer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Engineer further represents and warrants to the Village that the Engineer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Engineer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, Engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

### **Cooperation with FOIA Compliance**

Engineer acknowledges that the Freedom of Information Act may apply to public records in possession of the Engineer. Engineer shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 *et seq.*

### **Copyright or Patent Infringement**

The Engineer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Engineer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

### **Standard of Care**

Services performed by Engineer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.

If the Engineer fails to meet the foregoing standard, Engineer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Engineer's failure to comply with the above standard and reported to Engineer within one (1) year from the completion of Engineer's services for the Project.

## **Termination**

In the event of the Engineer's nonperformance, breach of the terms of the Agreement, or for any other reason, including that sufficient funds to complete this Agreement are not appropriated by the Village, the Agreement may be canceled, in whole or in part, upon at least seven (7) days written notice by the Village's to the Engineer. The Village will pay the Engineer's costs and expenses actually incurred as of the date of receipt of notice of termination. Upon termination and after receipt of final payment for all costs and expenses incurred to the date of termination, the Engineer will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

## **Successors and Assigns**

The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other.

## **Waiver of Contract Breach**

The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

## **Amendment**

This Agreement will not be subject to amendment unless made in writing and signed by all parties.

## **Severability of Invalid Provisions**

If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

## **Village Ordinances**

The Engineer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

### **Use of Village's Name**

The Engineer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

### **Construction Engineering and Inspection**

The Engineer shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The Engineer neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The Engineer is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the Engineer shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The Engineer's consideration of a component does not constitute acceptance of the assembled items.

The Engineer's site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the Engineer will become generally familiar with observable completed work. If the Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner for them to address.

### **Copies of Documents & Electronic Compatibility**

Copies of Documents that may be relied upon by Owner are limited to the printed copies (also known as hard copies) that are signed or sealed by the Engineer. Files in electronic media format of text, data, graphics, or of other types that are furnished by Engineer to Owner are only for convenience of Owner. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Engineer makes no representations as to long term

compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Engineer at the beginning of the project. Engineer shall provide both printed copies and electronic copies in a pdf format of any documents or materials related to the Project produced by Engineer or otherwise.

### **Changed Conditions**

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Engineer are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the Engineer may call for renegotiation of appropriate portions of this Agreement. The Engineer shall notify the Owner of the changed conditions necessitating renegotiation, and the Engineer and the Owner shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

### **Hazardous Conditions**

Owner represents to Engineer that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, Engineer shall have the obligation to notify Owner and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that Engineer's scope of services does not include any services related to a Hazardous Condition. In the event Engineer or any other party encounters a Hazardous Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until Owner: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations.

### **Third Party Beneficiaries**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or the Engineer. The Engineer's services under this Agreement are being performed solely and exclusively for the Owner's benefit, and no other party or entity shall have any claim against the Engineer because of this Agreement or the performance or nonperformance of services hereunder. The Owner and Engineer agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

## Force Majeure

Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, pandemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.


Agreed to this \_\_\_ day of \_\_\_\_\_, 2021.

Village of Downers Grove:

\_\_\_\_\_  
David Fieldman  
Village Manager

\_\_\_\_\_  
Rosa Berardi  
Village Clerk

Engineering Enterprises, Inc.:

  
\_\_\_\_\_  
Jeffrey W. Freeman, P.E., CFM,  
LEED AP  
Chief Executive Officer

  
\_\_\_\_\_  
Stephen T. Dennison, P.E.  
Senior Project Manager / Principal





**EXHIBIT A:  
SCHEDULE**

Back-Up Well Rehabilitation Design Engineering Services - 71st Street Well (No. 14) Rehabilitation  
VILLAGE OF DOWNS GROVE, IL

WORK ITEM NO.	WORK ITEM	2021												2022																																				
		Year: Month			May			June			July			August			September			October			November			December			January			February			March			April			May			June			July			
		Week	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4								
<b>E. BIDDING</b>		1	Prepare and Coordinate Advertisement																																															
		2	Prepare and Issue Addenda / Coordination with Contractors																																															
		3	Pre-Bid Conference																																															
		4	Bid Opening																																															
		5	Bid Tabulation / Analysis and Notice of Intent to Award																																															
<b>CONSTRUCTION (NOT IN DESIGN/ENGINEERING SCOPE)</b>		1	Construction Engineering Agreement Submittal, Review, and Village Approval																																															
		2	Construction																																															
<b>F. SRF LOAN ADMINISTRATION</b>		1	Prepare Project Plan Materials and Coordination with Strand Associates for This Project																																															
		2	Assist with Loan Application and Forms Related to This Project																																															
		3	Assist with Financial Analysis Related to This Project																																															
		4	Assist with Environmental Checklist Items for This Project																																															
		5	Assist with Final Loan Application Details for This Project and Respond to Questions																																															
		6	Submit Project Bids and Bid Checklist and Coordination with EPA/Village/Strand for Loan Execution																																															

Legend	
	Project Management
	Meetings
	Review Period
	Permit Issue Design Engineering
	Final Design Engineering
	Permitting
	Bidding and Contracting
	SRF WPCLP Loan Application
	SRF WPCLP Review
	Construction (Not In Scope)

**NOTES:**  
 1. Bidding, Construction, and SRF Loan Administration Schedule is Variable and Will be Dependent on Schedule for Procuring SRF Financing for Construction. If Bypass Funding (Starting in Jan. '22) is Not Procured, Delays to These Work Items Will Be Necessary.  
 2. Some Scope Items Shown are Not In Contract Scope. See Attachments B and C for Clarifications/Exclusions.



**EXHIBIT B:**  
**ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST**  
**PROFESSIONAL ENGINEERING SERVICES**  
 Back-Up Well Rehabilitation Design Engineering Services - 71st Street Well (No. 14) Rehabilitation  
 Village of Downers Grove, Illinois

DATE: 5/21/2021  
 ENTERED BY: STD

WORK ITEM NO.	WORK ITEM	ENTITY:		EEI				SURVEYING 1 MAN W/ RTS OR GPS \$208	ADMIN. \$70	WORK ITEM HOUR SUMM.	COST PER ITEM	
		PROJECT ROLE:	HOURLY RATE:	PRINCIPAL IN CHARGE	PROJECT MANAGER	PROJECT ENGINEER	GIS / CAD TECH.					
<b>A. PROJECT FACILITATION &amp; KICKOFF MEETING</b>												
1	Project Administration			4	12					16	\$ 3,044	
2	Project Kickoff Meeting (Includes Site Visit)			4	6	6				16	\$ 2,816	
<b>PROJECT FACILITATION SUBTOTAL</b>											<b>32</b>	<b>\$ 5,860</b>
<b>B. PERMIT ISSUE DESIGN (~60%)</b>												
1	Site Visit (Combined with Project Kickoff Meeting)									-	\$ -	
2	Review Existing Facility Plans				2	4	2			8	\$ 1,252	
3	Review/Document Applicable Design and Building Codes				2					2	\$ 370	
4	Well Hydraulics Review and Calculations; and Preliminary Pump Design			1	4	12				17	\$ 2,710	
5	Basic of Design									-	\$ -	
6	Facility / Equipment Layouts / Space Needs Assessment				4	8	8			20	\$ 3,092	
7	Survey of Site (Includes Office Processing of Survey)				14	4	4	9		27	\$ 5,050	
8	Soil Boring Coordination				1	2				3	\$ 479	
9	Constructability Review / Preliminary Phasing Plan				2	2				4	\$ 664	
10	<del>Generator Analysis Coordination</del>									-	\$ -	
11	Utilities Coordination (ComEd, Nicor, etc.)				6					6	\$ 1,110	
12	Project Manual/Specification List				1	2				3	\$ 479	
13	60% Civil Drawings				4	6	4			14	\$ 2,210	
14	60% Architectural Drawings Coordination				2	2	2			6	\$ 958	
15	60% Structural Drawings Coordination (Building Footprint/Wall Thickness)				2	2	2			6	\$ 958	
16	60% Well Equipment and Process Drawings (90% Complete Process Equipment Layouts)			1	20	32	24			77	\$ 12,138	
17	60% MEP Drawings Coordination (Rough HVAC and Plumbing Layouts)				2	2	2			6	\$ 958	
18	60% Electrical Drawings Coordination (Generator Sizing, One Line Diagram, Rough Electrical Rooms and MCC Layouts)			2	4	4	4			14	\$ 2,328	
19	60% Instrumentation Drawings Coordination (System Architecture, Rough Location and Type of Instruments)				4	2	2			8	\$ 1,328	
20	60% Project Manual (All Specification Sections Drafted, Major Process Sections 80%)				8	20				28	\$ 4,420	



**EXHIBIT B:**  
**ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST**  
**PROFESSIONAL ENGINEERING SERVICES**

DATE: 5/21/2021  
 ENTERED BY: STD

**Back-Up Well Rehabilitation Design Engineering Services - 71st Street Well (No. 14) Rehabilitation**  
 Village of Downers Grove, Illinois

WORK ITEM NO.	WORK ITEM	ENTITY:		EEI			WORK		COST PER ITEM
		PROJECT ROLE:	PRINCIPAL IN CHARGE	PROJECT MANAGER	PROJECT ENGINEER	GIS / CAD TECH.	SURVEYING	ITEM HOUR SUMM.	
		HOURLY RATE:	\$206	\$185	\$147	1 MAN W/ RTS OR GPS	\$208	ADMIN.	\$70
21	60% Design QA/QC and EOPCC		2	8	8				18 \$ 3,068
22	Submit 60% Plans and Specifications to Village for Review			2	2	2			6 \$ 958
23	Permit Issue Design Review Meeting with Village			6	6				12 \$ 1,992
<b>PERMIT ISSUE DESIGN SUBTOTAL</b>			6	98	116	56	9	-	285 \$ 48,522
<b>C. FINAL DESIGN</b>									
1	Final General and Civil Drawings			4	6	6			16 \$ 2,504
2	Final Architectural Drawings Coordination			2	2	2			6 \$ 958
3	Final Structural Drawings Coordination (and Calculations Backchecked)			4	2	2			8 \$ 1,328
4	Final Well Equipment and Process/Mechanical Design and Drawings		1	16	24	16			57 \$ 9,046
5	Final HVAC and Plumbing Drawings Coordination			2	2	2			6 \$ 958
6	Final Electrical, Instrumentation and Control Drawings Coordination		1	4	4	2			11 \$ 1,828
7	Landscaping-Architecture-Design-Coordination								- \$ -
8	Final Project Manual Preparation (Assumes Use of Village's Contract Documents)			8	16				24 \$ 3,832
9	Final QA/QC and EOPCC		2	6	6				14 \$ 2,404
10	Submit Final Plans and Specifications to Village for Review			2	2	2			6 \$ 958
11	<b>Final Bid Plans and Specification Review Meeting with Village</b>			6	6				12 \$ 1,992
12	Final Bid Plans and Specifications Completion Based on Village Comments			4	8	6		2	20 \$ 2,938
<b>FINAL DESIGN SUBTOTAL</b>			4	58	78	38	-	2	180 \$ 28,746
<b>D. PERMITTING</b>									
1	Prepare and Submit IEPA Construction Permit; and Coordination with IEPA			2	8			2	12 \$ 1,686
2	Stormwater Pollution Prevention Plan (SWPPP)			2	4	4			10 \$ 1,546
3	Village of Downers Grove Building Plan Review and Permit Facilitation (1)			8	8	2		2	20 \$ 3,090
<b>PERMITTING SUBTOTAL</b>			-	12	20	6	-	4	42 \$ 6,322



**EXHIBIT B:**  
**ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST**  
**PROFESSIONAL ENGINEERING SERVICES**

**Back-Up Well Rehabilitation Design Engineering Services - 71st Street Well (No. 14) Rehabilitation**  
 Village of Downers Grove, Illinois

DATE: 5/21/2021  
 ENTERED BY: STD

WORK ITEM NO.	WORK ITEM	ENTITY:	EEI			SURVEYING 1 MAN W/ RTS OR GPS \$208	ADMIN. \$70	WORK ITEM HOUR SUMM.	COST PER ITEM
			PROJECT ROLE:	PROJECT MANAGER	PROJECT ENGINEER				
		PROJECT ROLE:	PROJECT MANAGER	PROJECT ENGINEER	GIS / CAD TECH.				
		HOURLY RATE:	\$185	\$147	\$147				
		PRINCIPAL IN CHARGE	\$206	\$147	\$147				
1	Prepare and Coordinate Advertisement		1	1			2	\$	332
2	Prepare and Issue Addenda / Coordination with Contractors		1	6	2		23	\$	3,514
3	Pre-Bid Conference			4			4	\$	740
4	Bid Opening							\$	-
5	Bid Tabulation / Analysis and Notice of Intent to Award							\$	-
<b>BIDDING SUBTOTAL</b>			<b>1</b>	<b>11</b>	<b>2</b>		<b>29</b>	<b>\$</b>	<b>4,586</b>

<b>F. SRF LOAN ADMINISTRATION</b>									
1	Prepare Project Plan Materials and Coordination with Strand Associates for All Three Well Rehabilitation Projects		2	12	32		46	\$	7,336
2	Assist with Loan Application and Forms Related to This Project (74st Street Well Rehabilitation Only)							\$	-
3	Assist with Financial Analysis Related to This Project (74st Street Well Rehabilitation Only)							\$	-
4	Assist with Environmental Checklist Items for This Project (74st Street Well Rehabilitation Only)							\$	-
5	Assist with Final Loan Application Details for This Project and Respond to Questions (74st Street Well Rehabilitation Only)							\$	-
6	Submit Project Bids and Bid Checklist and Coordination with IEPAA Villages/Strand for Loan Execution (74st Street Well Rehabilitation Only)							\$	-
<b>SRF LOAN ADMINISTRATION SUBTOTAL</b>			<b>2</b>	<b>12</b>	<b>32</b>		<b>46</b>	<b>\$</b>	<b>7,336</b>
<b>PROJECT TOTAL:</b>			<b>21</b>	<b>209</b>	<b>265</b>	<b>102</b>	<b>8</b>	<b>614</b>	<b>99,372</b>

<b>DIRECT EXPENSES</b>		<b>LABOR EXPENSES</b>	
Printing = \$	1,000	Engineering Expenses =	\$ 81,946
Subconsultants		Surveying Expenses =	\$ 1,872
Geotechnical \$	5,500	Drafting & GIS Technician Expenses =	\$ 14,994
Architectural \$	3,500	Administrative Expenses =	\$ 560
Structural \$	6,000	<b>TOTAL LABOR EXPENSES =</b>	<b>\$ 99,372</b>
HVAC/Plumbing \$	3,500	<b>DIRECT EXPENSES =</b>	<b>\$ 28,500</b>
Electrical/Instrumentation \$	9,000	<b>TOTAL DESIGN ENGINEERING COSTS =</b>	<b>\$ 127,872</b>
Landscaping Architecture \$	-		
Total Subconsultants	\$ 27,500		
<b>DIRECT EXPENSES =</b>	<b>\$ 28,500</b>		

**Notes:**  
 1. See Attachment B: Scope of Services for Assumptions and Exclusions

## EXHIBIT C: STANDARD SCHEDULE OF CHARGES



## Standard Schedule of Charges

January 1, 2021

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$217.00
Principal	E-3	\$212.00
Senior Project Manager	E-2	\$206.00
Project Manager	E-1	\$185.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$174.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$162.00
Project Engineer/Planner/Surveyor	P-4	\$147.00
Senior Engineer/Planner/Surveyor	P-3	\$135.00
Engineer/Planner/Surveyor	P-2	\$123.00
Associate Engineer/Planner/Surveyor	P-1	\$110.00
Senior Project Technician II	T-6	\$158.00
Senior Project Technician I	T-5	\$147.00
Project Technician	T-4	\$135.00
Senior Technician	T-3	\$123.00
Technician	T-2	\$110.00
Associate Technician	T-1	\$ 97.00
GIS Technician	G-1	\$100.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Administrative Assistant	A-3	\$ 70.00
<b>VEHICLES, REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY</b>		
Vehicle for Construction Observation		\$ 15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 200.00
Expert Testimony		\$ 250.00

Exhibit D

**CAMPAIGN DISCLOSURE CERTIFICATE**

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its submission, an executed Campaign Disclosure Certificate.

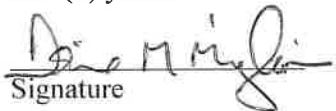
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Bidder/vendor has not contributed to any elected Village position within the last five (5) years.

  
Signature

Denise M. Migliorini  
Print Name

Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name