

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village**  
**6/17/2025**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Contract Amendment - Engineering Design of Existing 71st Well Rehabilitation	David Moody Director of Public Works

**SYNOPSIS**

A resolution has been prepared, authorizing an amendment to the contract for the 71st St. Well Rehabilitation with Engineering Enterprises, Inc. (EEI), of Sugar Grove, IL, in the amount of \$596,423, increasing the total contract amount from \$140,559.20 to \$736,982.20.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2023 to 2025 include *Top Quality Infrastructure*.

**FISCAL IMPACT**

The FY25 budget includes \$100,000 for professional services associated with the Existing Well Rehab capital project (WP-011). A significant portion of the work of this contract will take place in FY2026 and will be budgeted accordingly.

**RECOMMENDATION****UPDATE & RECOMMENDATION**

This item was discussed at the June 10, 2025 Village Council meeting. Staff recommends approval on the June 17, 2025 Active 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 33 years ago.

In 2017 the Village of Downers Grove completed the evaluation of the condition and operation of the Village's three backup wells. Based on the recommendations in that report, the Village decided to move forward with the rehabilitation of the three backup wells. Maintaining the wells provides the Village a source of water in an emergency if water from the DuPage Water Commission is not available, and provides resiliency for the Village's water system. The U.S. EPA recommends water systems take proactive steps to increase resilience,

which is the water utility's ability to withstand and quickly recover from natural and human-made disasters. The report has identified that these wells require modifications and upgrades to remain a viable emergency back-up source of water.

In 2021, the Village entered into a contract with EEI for design engineering services for the rehabilitation of the 71<sup>st</sup> Street (No. 14) emergency back-up well. The 71<sup>st</sup> St. well project was bid in January 2025, and is currently being presented to the Village Council for approval. If approved, the Village will need a consultant to oversee the construction of the 71<sup>st</sup> St well rehabilitation, which this contract provides. This amendment also provides the additional professional services listed below:

- Design Engineering for the next two well house rehabilitation projects, Well No. 9 and Well No. 12
- Evaluate options to rehab existing well buildings or construct new buildings at each well site
- Design of new electrical switch gear and a new motor control center at each site
- 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

**VILLAGE OF DOWNERS GROVE**  
**COUNCIL ACTION SUMMARY**

**INITIATED:** Public Works **DATE:** June 17, 2025  
(Name)

**RECOMMENDATION FROM:** \_\_\_\_\_ **FILE REF:** \_\_\_\_\_  
(Board or Department)

**NATURE OF ACTION:**

- ☐ Ordinance
- ☒ Resolution
- ☐ Motion
- ☐ Other

**STEPS NEEDED TO IMPLEMENT ACTION:**

Motion to Adopt "A RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO THE AGREEMENT BETWEEN ENGINEERING ENTERPRISES, INC. AND THE VILLAGE OF DOWNERS GROVE FOR REHABILITATION OF THE DOWNERS DRIVE WELL (NO. 9), FINLEY ROAD WELL (NO. 12), AND 71<sup>ST</sup> STREET WELL (NO. 14)", as presented.



**SUMMARY OF ITEM:**

Adoption of this resolution shall authorize execution of an amendment to the agreement with Engineering Enterprises, Inc. for rehabilitation of the Downers Drive, Finley Road and 71<sup>st</sup> Street wells.

**RECORD OF ACTION TAKEN:**

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**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION AUTHORIZING EXECUTION OF  
AN AMENDMENT TO THE AGREEMENT BETWEEN  
ENGINEERING ENTERPRISES, INC. AND THE VILLAGE OF DOWNERS GROVE  
FOR REHABILITATION OF THE DOWNERS DRIVE WELL (NO. 9),  
FINLEY ROAD WELL (NO. 12), AND 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 Amendment (the "Amendment"), between the Village of Downers Grove (the "Village") and Engineering Enterprises, Inc. (the "Engineer"), for professional engineering design services for the rehabilitation of the Downers Drive Well (No. 9), Finley Road Well (No. 12) and the 71<sup>st</sup> Street Well (No. 14), as set forth in the form of the Amendment 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 Amendment, 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 Amendment.

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

**AMENDMENT TO THE AGREEMENT  
BETWEEN ENGINEERING ENTERPRISES, INC.  
AND THE VILLAGE OF DOWNERS GROVE  
FOR REHABILITATIONS OF THE DOWNERS DRIVE WELL (NO. 9), FINLEY ROAD  
WELL (NO. 12), AND 71<sup>ST</sup> STREET WELL (NO. 14)**

This amendment is made this \_\_\_\_\_ day of \_\_\_\_\_ 2025 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 850 Curtiss St., Downers Grove, Illinois 60515, ("Village" or "Owner").

WHEREAS, the Village and Engineer entered into an agreement for professional design Engineering services for the rehabilitation of the 71st Street Well (No. 14) on or about August 3, 2021, which have been performed to the satisfaction of the Village ("Original Agreement"); and

WHEREAS, the Village wishes to amend the Original Agreement to increase the scope of Engineering services by further retaining the services of the Engineer to provide professional Design Engineering services for rehabilitations of the Downers Drive Well (No. 9) and Finley Road Well (No. 12), and Construction Engineering services for rehabilitation of the 71<sup>st</sup> Street Well (No. 14) ("the Project") as set forth in this amendment ("Agreement"); 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 scope of services of the Original Agreement are hereby amended to include the Project, the scope of which is defined in more detail below:

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 and construction engineering 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.

71<sup>st</sup> Street Well (No. 14) has already been bid and is ready to proceed to construction. This agreement includes construction engineering services for this project. The other two wells have not been designed, and this agreement includes design engineering services for Downers Drive Well (No. 9) and Finley Road Well (No. 12). Additional details are provided below.

### **Downers Drive Well (No. 9) and Finley Road Well (No. 12) Design Engineering**

The wells utilize a line-shaft vertical turbine pumping assembly located inside well houses. Due to the age and condition of the pumping equipment, the Village wishes to replace the existing equipment and motor assembly. A Preliminary Engineering Study is part of this scope and will help determine whether to reuse the existing wellhouses or to demolish them and construct new wellhouses. The scope assumes demolishing of the existing wellhouses and construction of new wellhouses, similar to the 71<sup>st</sup> Street Well (No. 14) project. This scope assumes 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.

The existing electrical gear at the well houses, 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 permanent backup generator and automatic transfer switch shall be incorporated into the design for the Downers Drive Well (No. 9) site. A manual transfer switch and connector for an emergency generator hook-up shall be incorporated into the design for the Finley Road Well (No. 12) site.

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

Furthermore, the Village will fund the improvements via the IEPA Public Water Supply Low Interest Loan program. The scope includes assisting the Village with the IEPA loan application process.

The Village has requested assistance with design 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

### **Preliminary Engineering Study**

- Evaluation of Options to Rehabilitate Existing Wellhouses or Demolish and Construct New Wellhouses at Each Site
  - Identify Project Scopes and Prepare Engineer's Opinion of Probable Cost (EOPCs) for Each Options
  - Prepare Summary Memo Report
- Attend Meeting at Village Public Works Facility to Discuss Results

### **Design Engineering (Permit Issue and Final)**

- Design Progress Meetings (3 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
- Prepare Constructability Reviews and Preliminary Phasing Plans
- Topographical Surveys of Each Site – Includes Office Preparation and Processing of Survey Data
- 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 for Finley Road Site
- Permanent Diesel Generator and Automatic Transfer Switch for Downers Drive Site
- 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 and Lead Pre-Bid Meeting
  - Assist with Discussion with Contractors and Attend Site Tours
- Respond to Bidding Inquiries
- Maintain Bidders List, Coordinate Addenda(s) and Distribution
- Attend Bid Opening
- Prepare Bid Tabulation
- Prepare Recommendation for Award and Notice of Intent to Award

**IEPA Loan Application Coordination**

- Assist with Loan Application Forms Related to This Project
- Assist with Financial Analysis Related to This Project
- SRF Loan Coordination Items with IEPA and Village
- Submit Project Bids and Bid Checklist and Coordination with IEPA and Village for Loan Execution

**NOTES AND EXCLUSIONS**

- Excludes Attendance/Presentations at Village Meetings
- Excludes Property and Easement Acquisition Coordination
- Excludes Offsite Improvements, Including Offsite Utilities Improvements
- Assumes No Electrical Service Changes (Reuse Existing Electric Utility Transformer)
- 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)



- Assumes Village to Coordinate Advertising through DemandStar
- Assumes Both Well Rehabs will be Designed Simultaneously with One Project Manual and Set of Drawings, and will be Bid as One Project
- Excludes SRF Project Plan and Funding Nomination Forms Preparation and Approval, and Other SRF Related Work Not Specifically Noted in the Scope of Services
- Assumes IEPA SRF Loan Coordination Work Related to Downers Drive and Finley Road Well Rehabilitations only, and excludes Loan Coordination for the Watermain Replacement project(s), which may be included on the same IEPA Loan. Watermain Replacement SRF coordination items by Village.
- Excludes Contracting and Construction Phase Engineering

Electrical and HVAC (MEP) Engineering, Structural Engineering, Architectural, and Geotechnical Engineering services for design will be performed by subconsultants.

### **71<sup>st</sup> Street Well (No. 14) Construction Engineering**

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.

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.

Furthermore, the Village will fund the improvements via the IEPA Public Water Supply Low Interest Loan program. The scope includes assisting the Village coordinate with the IEPA and prepare loan disbursement requests throughout the construction period.

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

### **Construction Administration**

- Project Administration and Supervision of Staff, Budget
- Contracting Coordination with Contractor and the Village

- Preparation of Construction Issue Plans and Specifications
- Prepare for, Attend, and Facilitate the Preconstruction and Construction Progress Meetings with the Contractor Including Preparation of Meeting Minutes (Assumes 14 Total Meetings Max.)
- Construction Coordination with Contractor and the Village
- Review Shop Drawings, O&M Manuals, and Warranty Information
- Review and Respond to Contractor Requests for Information (RFIs), Proposed Change Orders (PCOs), and Prepare Change Orders
- Review Contractor Pay Requests, Gather Invoices, Waivers of Lien, Certified Payroll, and Material Certification, and Prepare Pay Estimates (Assumes 18 Pay Applications Max.)
- Coordinate with Village and IEPA for SRF Loan Including Loan Disbursement Requests Assistance

### **Construction Layout and Record Drawings**

- Stake Proposed Structures
- Perform Post Construction Field Survey for Record Drawings
- Prepare Record Drawings

### **Construction Observation and Documentation**

- Take Pre-Construction Videos and Photos of Pre-Existing Conditions
- Provide Part-Time Construction Observation & Field Reports (Est. Avg. 12 Hours/Week For 48 Weeks)
- Provide Weekly Construction Update Emails to Village Staff During Construction Activity Onsite
- Perform Punch Walks, Prepare Punch List, and Provide Follow Up Inspections and Recommend Acceptance
- Prepare Project Closeout Paperwork

### **NOTES AND EXCLUSIONS**

- Excludes Additional Progress Meetings or Construction Observation Beyond That Specified
- Excludes Attendance/Presentations at Village Meetings
- Excludes Shop Drawing Reviews Beyond One Resubmittal for Each Shop
- Excludes Detailed Review of Contractor's Certified Payroll
- Excludes Materials Testing (by Contractor)
- Assumes IEPA SRF Loan Coordination Work Related to 71<sup>st</sup> Street Well Rehabilitation only, and excludes Loan Coordination for the Watermain Replacement project, which is included on the same IEPA Loan. Watermain Replacement SRF coordination items by Village.

Electrical and HVAC (MEP) Engineering, Structural Engineering, Architectural, and Geotechnical Engineering services for construction will be performed by subconsultants.

## **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. Facilitate 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 third-party contractor and bear all costs of replacing stakes or markers damaged or removed during said time interval unless otherwise damaged or removed by Engineer.

## **C. Term:**

The term of this Agreement shall be until April 30, 2027 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 Exhibits A-1 (Design Engineering) and A-2 (Construction Engineering).

## **D. Compensation:**

### **Basic Fees:**

Total Fees for the Project shall be a Lump Sum Five Hundred Ninety-Six Thousand Four Hundred Twenty-Three Dollars and no cents (\$596,423.00). This is a sum of the Design Engineering Fees per the breakdown set forth in Exhibit B-1 and the Construction Engineering Fees per the breakdown set forth in Exhibit B-2 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 D.

**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 Agreement 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:**

Engineer 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 Engineer under this agreement shall be that of an independent contractor. Engineer will not be considered an employee to the Village for any purpose.

**H. Certifications:**

**Employment Status:** The Engineer 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 Engineer 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 Engineer is an individual, the Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer certifies that he/she is a:   x   United States Citizen        Resident Alien        NonResident 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 Engineer 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)   x   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  
850 Curtiss St.  
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 C.

### **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. Village agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. Village 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 Village for them to address.

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

Copies of Documents that may be relied upon by Village 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 Village 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 Village of the changed conditions necessitating renegotiation, and the Engineer and the Village 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**

Village 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 Village 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 Village: (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 Village or the Engineer. The Engineer's services under this Agreement are being performed solely and exclusively for the Village'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.

### **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), 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.

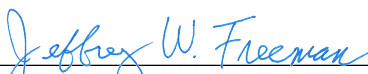
Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2025.

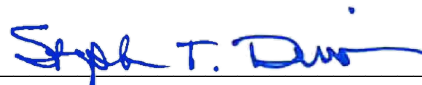
Village of Downers Grove:

Engineering Enterprises, Inc.:

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

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

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

\_\_\_\_\_  
  
Stephen T. Dennison, P.E.  
Vice President

3/mw/contracts/ProfessionalServices/PW/PSAWellRehabs

## ATTACHMENT A-1: ESTIMATED SCHEDULE

CLIENT		PROJECT NUMBER																													
Village of Downers Grove		DG1901																													
PROJECT TITLE		DATE												PREPARED BY																	
Rehabilitation of the Downers Drive Well (No. 9) and Finley Road Well (No. 12) Facilities - Design Engineering		5/21/25												STD																	
TASK NO.	TASK DESCRIPTION	2025												2026												2027					
		APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN			
DESIGN ENGINEERING																															
2.01	Project Administration																														
2.02	Project Initiation Meeting and Design Progress Review Meetings (5 Total Meetings Max.)																														
2.03	Review Existing Facility's Plans																														
2.04	Preliminary Engineering Study																														
2.05	Review/Document Applicable Design and Building Codes																														
2.06	Well Hydraulics Review and Calculations; and Preliminary Pump Design																														
2.07	Facility / Equipment Layouts / Space Needs Assessment																														
2.08	Survey of Sites (Includes Office Processing of Survey)																														
2.09	Soil Boring Coordination																														
2.10	Constructability Review / Preliminary Phasing Plan																														
2.11	Generator Analysis Coordination (Downers Drive Well 9 Site Only)																														
2.12	Utilities Coordination (ComEd, Nicor, etc.)																														
2.13	Project Manual/Specification List																														
2.14	60% Civil Drawings																														
2.15	60% Architectural Drawings Coordination																														
2.16	60% Structural Drawings Coordination (Building Footprint/Wall Thickness)																														
2.17	60% Well Equipment and Process Drawings (90% Complete Process Equipment Layouts)																														
2.18	60% MEP Drawings Coordination (Rough HVAC and Plumbing Layouts)																														
2.19	60% Electrical Drawings Coordination																														
2.20	60% Instrumentation Drawings Coordination																														
2.21	60% Project Manual (All Specification Sections Drafted, Major Process Sections 80%)																														
2.22	60% Design QA/QC and EOPCC																														
2.23	Submit 60% Plans and Specifications to Village for Review																														
2.24	Final General and Civil Drawings																														
2.25	Final Architectural Drawings Coordination																														
2.26	Final Structural Drawings Coordination (and Calculations Backchecked)																														
2.27	Final Well Equipment and Process/Mechanical Design and Drawings																														
2.28	Final HVAC and Plumbing Drawings Coordination																														
2.29	Final Electrical, Instrumentation and Control Drawings Coordination																														
2.30	Final Project Manual Preparation (Assumes Use of Village's Contract Documents)																														
2.31	Final QA/QC and EOPCC																														
2.32	Submit Final Plans and Specifications to Village for Review																														
2.33	Final Bid Plans and Specifications Completion Based on Village Comments																														
2.34	Prepare and Submit IEPA Construction Permits; and Coordination with IEPA																														
2.35	Stormwater Pollution Prevention Plan (SWPPP)																														
2.36	Village of Downers Grove Building Plan Reviews and Permits Facilitation																														
2.37	Prepare Advertisement (Village to Coordinate Advertisement)																														
2.38	Prepare and Issue Addenda / Coordination with Contractors																														
2.39	Attend and Lead Pre-Bid Conference																														
2.40	Attend Bid Opening																														
2.41	Bid Tabulation / Analysis and Notice of Intent to Award																														
2.42	Assist with Loan Application and Forms Related to This Project																														
2.43	Assist with Financial Analysis Related to This Project																														
2.44	SRF Loan Coordination Items with IEPA and Village																														
2.45	Submit Project Bids and Bid Checklist and Coordination with IEPA and Village for Loan Execution																														

ATTACHMENT A-2: ESTIMATED SCHEDULE

CLIENT		PROJECT NUMBER																													
Village of Downers Grove		DG1901																													
PROJECT TITLE		DATE												PREPARED BY																	
Rehabilitation of the 71st Street Well (No. 14) - Construction Engineering		5/1/25												STD																	
TASK NO.	TASK DESCRIPTION																														
		2025										2026												2027							
		APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN			
CONSTRUCTION ENGINEERING																															
3.01	Project Administration																														
3.02	Contract Coordination																														
3.03	Prepare Construction Issue Plans and Specifications																														
3.04	Weekly Project Update Emails to Village Staff (During Construction)																														
3.05	Pre-Con Meeting and Monthly Construction Progress Meetings (14 Total Meetings Max.)																														
3.06	Review Pay Applications (18 Max.)																														
3.07	Review Shop Drawings, O&M Manuals, and Warranty Info																														
3.08	Review RFI's and PCO's																														
3.09	Construction Staking																														
3.10	Coordination with the Village and Contractor																														
3.11	Construction Observation & Field Reports (Est. Avg. 12 Hours/Week For 48 Weeks)																														
3.12	Punchwalks and Punchlists																														
3.13	Prepare and Issue As-Built Drawings																														
3.14	IEPA Loan Program Construction Coordination																														



ATTACHMENT B-1: ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST PROFESSIONAL ENGINEERING SERVICES												
CLIENT							PROJECT NUMBER					
Village of Downers Grove							DG1901					
PROJECT TITLE							DATE		PREPARED BY			
Rehabilitation of the Downers Drive Well (No. 9) and Finley Road Well (No. 12) Facilities - Design Engineering							5/21/25		STD			

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	PM	PE	CAD/GIS	SUR-PM	SURVEY	ADMIN	HOURS	COST
		RATE	\$256	\$243	\$218	\$175	\$182	\$218	\$182	\$75		
DESIGN ENGINEERING												
2.01	Project Administration		8		16						24	\$ 5,536
2.02	Project Initiation Meeting and Design Progress Review Meetings (5 Total Meetings Max.)		16		20	24					60	\$ 12,656
2.03	Review Existing Facility's Plans				2	4	2				8	\$ 1,500
2.04	Preliminary Engineering Study		12		16	24	12				64	\$ 12,944
2.05	Review/Document Applicable Design and Building Codes				2						2	\$ 436
2.06	Well Hydraulics Review and Calculations; and Preliminary Pump Design				6	12					18	\$ 3,408
2.07	Facility / Equipment Layouts / Space Needs Assessment				4	4					8	\$ 1,572
2.08	Survey of Sites (Includes Office Processing of Survey)				2	2		12	18		34	\$ 6,678
2.09	Soil Boring Coordination				2	2					4	\$ 786
2.10	Constructability Review / Preliminary Phasing Plan				2	2					4	\$ 786
2.11	Generator Analysis Coordination (Downers Drive Well 9 Site Only)				4	2					6	\$ 1,222
2.12	Utilities Coordination (ComEd, Nicor, etc.)				8	4					12	\$ 2,444
2.13	Project Manual/Specification List				2	8					10	\$ 1,836
2.14	60% Civil Drawings		1		8	12	16				37	\$ 7,012
2.15	60% Architectural Drawings Coordination				3	4	3				10	\$ 1,900
2.16	60% Structural Drawings Coordination (Building Footprint/Wall Thickness)				3	4	3				10	\$ 1,900
2.17	60% Well Equipment and Process Drawings (90% Complete Process Equipment Layouts)		1		40	56	48				145	\$ 27,512
2.18	60% MEP Drawings Coordination (Rough HVAC and Plumbing Layouts)				3	4	3				10	\$ 1,900
2.19	60% Electrical Drawings Coordination		2		8	6	6				22	\$ 4,398
2.20	60% Instrumentation Drawings Coordination				6	4	3				13	\$ 2,554
2.21	60% Project Manual (All Specification Sections Drafted, Major Process Sections 80%)				12	40					52	\$ 9,616
2.22	60% Design QA/QC and EOPCC		8		12	12					32	\$ 6,764
2.23	Submit 60% Plans and Specifications to Village for Review				2	2	2				6	\$ 1,150
2.24	Final General and Civil Drawings		1		8	12	12				33	\$ 6,284
2.25	Final Architectural Drawings Coordination				3	4	3				10	\$ 1,900
2.26	Final Structural Drawings Coordination (and Calculations Backchecked)				4	4	3				11	\$ 2,118
2.27	Final Well Equipment and Process/Mechanical Design and Drawings		1		32	40	40				113	\$ 21,512
2.28	Final HVAC and Plumbing Drawings Coordination				3	4	3				10	\$ 1,900
2.29	Final Electrical, Instrumentation and Control Drawings Coordination				12	8	3				23	\$ 4,562
2.30	Final Project Manual Preparation (Assumes Use of Village's Contract Documents)				12	24					36	\$ 6,816
2.31	Final QA/QC and EOPCC		8		8	12					28	\$ 5,892
2.32	Submit Final Plans and Specifications to Village for Review				2	2	2				6	\$ 1,150
2.33	Final Bid Plans and Specifications Completion Based on Village Comments				8	12	8			2	30	\$ 5,450
2.34	Prepare and Submit IEPA Construction Permits; and Coordination with IEPA				6	12				2	20	\$ 3,558
2.35	Stormwater Pollution Prevention Plan (SWPPP)				2	6	6				14	\$ 2,578
2.36	Village of Downers Grove Building Plan Reviews and Permits Facilitation		2		16	16	4			2	40	\$ 7,678
2.37	Prepare Advertisement (Village to Coordinate Advertisement)				1	1					2	\$ 393
2.38	Prepare and Issue Addenda / Coordination with Contractors		2		12	16	8			2	40	\$ 7,534
2.39	Attend and Lead Pre-Bid Conference				4	4					8	\$ 1,572
2.40	Attend Bid Opening				4						4	\$ 872
2.41	Bid Tabulation / Analysis and Notice of Intent to Award		2		4	4				2	12	\$ 2,234
2.42	Assist with Loan Application and Forms Related to This Project		2		8	16					26	\$ 5,056
2.43	Assist with Financial Analysis Related to This Project		2		8	8					18	\$ 3,656
2.44	SRF Loan Coordination Items with IEPA and Village		4		8	12					24	\$ 4,868
2.45	Submit Project Bids and Bid Checklist and Coordination with IEPA and Village for Loan Executio		2		8	16					26	\$ 5,056
Design Engineering Subtotal:			74	-	356	465	190	12	18	10	1,125	\$219,149
PROJECT TOTAL:			74	-	356	465	190	12	18	10	1,125	\$219,149

PIC

Principal in Charge

SPM

Senior Project Manager

PM

Project Manager

PE

Project Engineer

CAD/GIS

CAD/GIS Technician

SUR-PM

Survey Project Manager

SURVEY

Survey Technician

ADMIN

Administrative Assistant

DIRECT EXPENSES

Printing/Scanning/Mailing = \$ 1,500

Vehicle = \$ -

MEP Engineering = \$ 25,000

Architectural = \$ 18,000

Geotechnical Engineering = \$ 8,000

Structural Engineering = \$ 18,000

DIRECT EXPENSES = \$ 70,500

LABOR SUMMARY

EEI Labor Expenses = \$219,149

TOTAL LABOR EXPENSES \$219,149

TOTAL COSTS

\$289,649





## ATTACHMENT B-2: ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST PROFESSIONAL ENGINEERING SERVICES

CLIENT		PROJECT NUMBER	
Village of Downers Grove		DG1901	
PROJECT TITLE		DATE	PREPARED BY
Rehabilitation of the 71st Street Well (No. 14) - Construction Engineering		5/1/25	STD

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	PM	PE	CAD/GIS	SUR-PM	SURVEY	ADMIN	HOURS	COST
		RATE	\$256	\$243	\$218	\$175	\$182	\$218	\$182	\$75		
<b>CONSTRUCTION ENGINEERING</b>												
3.01	Project Administration		16								16	\$ 4,096
3.02	Contracting Coordination		4			8				2	14	\$ 2,574
3.03	Prepare Construction Issue Plans and Specifications		4			4	8				16	\$ 3,180
3.04	Weekly Project Update Emails to Village Staff (During Construction)					40					40	\$ 7,000
3.05	Pre-Con Meeting and Monthly Construction Progress Meetings (14 Total Meetings Max.)		32			48					80	\$ 16,592
3.06	Review Pay Applications (18 Max.)		18			54					72	\$ 14,058
3.07	Review Shop Drawings, O&M Manuals, and Warranty Info		32			120					152	\$ 29,192
3.08	Review RFI's and PCO's		24			36					60	\$ 12,444
3.09	Construction Staking							12	24		36	\$ 6,984
3.10	Coordination with the Village and Contractor		56			120					176	\$ 35,336
3.11	Construction Observation & Field Reports (Est. Avg. 12 Hours/Week For 48 Weeks)		24			576					600	\$106,944
3.12	Punchwalks and Punchlists		4			24					28	\$ 5,224
3.13	Prepare and Issue As-Built Drawings		4			20	32	8	12		76	\$ 14,276
3.14	IEPA Loan Program Construction Coordination		24			40					64	\$ 13,144
<b>Construction Engineering Subtotal:</b>			<b>242</b>	<b>-</b>	<b>-</b>	<b>1,090</b>	<b>40</b>	<b>20</b>	<b>36</b>	<b>2</b>	<b>1,430</b>	<b>\$271,044</b>
<b>PROJECT TOTAL:</b>			<b>242</b>	<b>-</b>	<b>-</b>	<b>1,090</b>	<b>40</b>	<b>20</b>	<b>36</b>	<b>2</b>	<b>1,430</b>	<b>\$271,044</b>

PIC Principal in Charge  
 SPM Senior Project Manager  
 PM Project Manager  
 PE Project Engineer  
 CAD/GIS CAD/GIS Technician  
 SUR-PM Survey Project Manager  
 SURVEY Survey Technician  
 ADMIN Administrative Assistant

### DIRECT EXPENSES

Printing/Scanning/Mailing = \$ 750  
 Vehicle = \$ 4,480  
 MEP Engineering = \$ 15,000  
 Architectural = \$ 7,500  
 Geotechnical Engineering = \$ 2,500  
 Structural Engineering = \$ 5,500  
**DIRECT EXPENSES = \$ 35,730**

### LABOR SUMMARY

EEI Labor Expenses = \$271,044  
**TOTAL LABOR EXPENSES \$271,044**

### TOTAL COSTS

**\$306,774**



Exhibit C

**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.

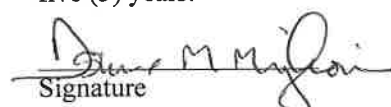
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

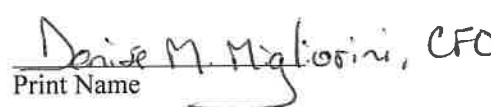
Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal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

  
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



## ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554  
 Ph: 630.466.6700 • Fx: 630.466.6701  
[www.eeiweb.com](http://www.eeiweb.com)

### STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2025

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$256.00
Principal	E-3	\$251.00
Senior Project Manager	E-2	\$243.00
Project Manager	E-1	\$218.00
Senior Project Engineer/Surveyor II	P-6	\$208.00
Senior Project Engineer/Surveyor I	P-5	\$193.00
Project Engineer/Surveyor	P-4	\$175.00
Senior Engineer/Surveyor	P-3	\$161.00
Engineer/Surveyor	P-2	\$146.00
Associate Engineer/Surveyor	P-1	\$132.00
Senior Project Technician II	T-6	\$182.00
Senior Project Technician I	T-5	\$171.00
Project Technician	T-4	\$159.00
Senior Technician	T-3	\$146.00
Technician	T-2	\$132.00
Associate Technician	T-1	\$115.00
Engineering/Land Surveying Intern	I-1	\$ 85.00
Director of Marketing and Business Development	M-4	\$135.00
Marketing Coordinator	M-2	\$100.00
Executive Administrative Assistant	A-4	\$ 80.00
Administrative Assistant	A-3	\$ 75.00

### VEHICLES. DRONE, EXPERT TESTIMONY, REPROGRAPHICS AND DIRECT COSTS\*

Vehicle for Construction Observation		\$ 20.00
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$235.00
Expert Testimony		\$290.00
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%	

\* unless specified otherwise in agreement

OUTSTANDING SERVICE • EVERY CLIENT • EVERY DAY