



Village of Downers Grove

Report for the Village Council Meeting

Table 1 - Detailed information on this Council Agenda item.

Subject	Authorization to approve an agreement for Illinois EPA Loan Award Design Engineering
Submitted By	David Moody, Director of Public Works

Synopsis

A resolution has been prepared to authorize a contract for consulting services relative to compliance with the Lead Service Replacement and Notification Act ("LSRNA") with Engineering Enterprises, Inc. (EEI), of Sugar Grove, Illinois in the amount of \$69,958 and increasing the total amount paid to EEI for LSRNA consulting services from \$134,240 to \$204,198.

Strategic Plan Alignment

The goals for 2025-2027 include *Top Quality Infrastructure* and *Exceptional Municipal Services*.

Fiscal Impact

The Fiscal Year 2026 budget includes \$284,000 in the Water Fund for professional services.

Recommendation

Approval on the October 20, 2026 Consent Agenda.

Background

The Lead Service Replacement and Notification Act was enacted by the State of Illinois and became effective January 1, 2022. In June 2023, the Village contracted with Engineering Enterprises, Inc. (EEI) for consulting services to assist the Village with compliance to this new law. EEI initially assisted the Village with developing an inventory of lead water service lines and drafting a lead water service line replacement plan. In June 2024, Village Council authorized additional scope for EEI to assist the Village with applying for the Illinois Environmental Protection Agency's (IEPA) Public Water Supply Loan Program (PWSLP). Loans through this program that are used for lead service line replacements will have a zero (0) percent interest rate with a term of 30-years for payback.

In July 2026, the Village was notified that it was awarded a \$4.920 million loan to replace lead service lines. Following the notification of this award, staff reached out to EEI for a proposal to assist with design engineering for a lead service line replacement project. The proposal from EEI will include the following work:

- Prepare contract documents and estimates
- Assist with Regulatory Agency coordination and permitting
- Assist with Bidding and Contracting
- General Project Management and Administration

Since EEI continues to work with the Village on the lead service line inventory and replacement plan, they already have much of the information needed for design engineering of the lead service line project, and are well suited to perform this work. Due to this, staff is recommending approval of this contract with EEI.

Attachments

Resolution

Contract Documents

Resolution No.

A Resolution Authorizing Execution of an Agreement Between the Village of Downers Grove and Engineering Enterprises, Inc.

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

SECTION 1. That the form and substance of a certain Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and Engineering Enterprises, Inc. (the "Contractor") for Lead Service Line Replacement professional services, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

SECTION 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.

SECTION 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.

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

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

By: Mayor

Passed:

Published:

Attest:

By: Village Clerk

**Agreement for Professional Services
Lead Service Line Replacement Program – Year 1
Design Engineering**

THIS AGREEMENT, by and between the Village of Downers Grove, hereinafter referred to as the "Village" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or "ENGINEER" agrees as follows:

A. 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 as indicated on the included Attachment B.

B. Term:

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the Contractor shall be compensated for all work performed for the Village prior to termination.

C. Compensation and maximum amounts due to Contractor:

Contractor shall receive as compensation for all work and services to be performed herein an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Design Engineering will be paid for as a Fixed Fee in the amount of \$69,958. The hourly rates for this project are shown in the attached 2026 Standard Schedule of Charges (Attachment F). All payments will be made according to the Local Government Prompt Payment Act 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 apply.

D. Changes in Rates of Compensation:

In the event that this contract is designated in Section B hereof as an Ongoing Contract, Contractor, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year. Notwithstanding the foregoing, the Fixed Fee amount set forth in Section C above shall not be increased as a result if any change in rate.



E. Ownership of Records and Documents:

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the Village. Contractor 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, Contractor agrees to return all such materials to the Village. The Village agrees not to modify any original documents produced by Contractor without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER'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 are 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 Illinois Compiled Statutes 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 Illinois Compiled Statutes 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 Illinois Compiled Statutes 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 Illinois Compiled Statutes 580) as of the effective date of this contract. 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 Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 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 Contractor 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 Contractor agrees to incorporate this clause into all subcontracts under this Contract.

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 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the Village under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the Village and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, 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 Contractor 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: x 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) x Corporation ___ Not for Profit Corporation ___ Trust or Estate ___ Medical and Health Care Services Provider Corp.

I. Indemnification:

Contractor 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 performance of work under this agreement by Contractor or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

J. Insurance:

The contractor agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)

K. 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 Owner in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et. seq.

L. Campaign Disclosure

Engineer shall execute the Campaign Disclosure Certificate, attached hereto as Attachment G.

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 entering into an agreement 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 agreement.

By signing the agreement, Engineer 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.

M. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

Attachment A: Standard Terms and Conditions

Attachment B: Scope of Services

Attachment C: Estimated Level of Effort and Associated Cost

Attachment D: Location Maps

Attachment E: Estimated Schedule

Attachment F: 2026 Standard Schedule of Charges

Attachment G: Campaign Disclosure

L. Notices:

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

Village of Downers Grove
David Fieldman
Village Manager
850 Curtiss St.
Downers Grove, IL 60515

Engineering Enterprises, Inc.
Stephen T. Dennison
Vice President
52 Wheeler Rd.
Sugar Grove, IL 60554

Copy to:

Village of Downers Grove
Legal Department
Village of Downers Grove
850 Curtiss St.
Downers Grove, IL 60515



For the Village:

Village Manager and Village Clerk
Village of Downers Grove
850 Curtiss Street
Downers Grove, IL 60515

For the Contractor:

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

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 _____, 2026.

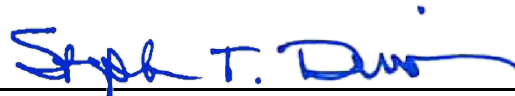
Village of Downers Grove

David Fieldman
Village Manager

Rosa Berardi
Village Clerk

Engineering Enterprises, Inc.:


Brad Sanderson
Chief Operating Officer/President


Stephen T. Dennison
Vice President



STANDARD TERMS AND CONDITIONS

Agreement: These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing. However, to the extent that the Scope of Work differs from the Standard Terms and Conditions, the Scope of Work document controls.

Standard of Care: In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

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.

Opinion of Probable Construction Costs: ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

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.

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. ENGINEER agrees to cooperate with the OWNER, as necessary, to remediate a Hazardous Condition, but same may result in additional costs to the OWNER.



ENGINEERING ENTERPRISES, INC.

ATTACHMENT A

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Termination: This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination. Notwithstanding the foregoing, ENGINEER shall tender to OWNER all documents and work product prepared by ENGINEER in connection with the Scope of Work together with its written notice of termination. ENGINEER's failure to provide with its notice all documents and work product prepared by ENGINEER in connection with the Scope of Work shall render said notice ineffective.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.
- (d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Payment of Invoices: Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

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, 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.

Additional Terms or Modification: All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

Assignment: Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

Waiver: A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Fiduciary Duty: Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed to either party to the other party. EEI makes no warranty, express or implied, as to its professional services rendered.

Headings: The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.



**Lead Service Line Replacement Program – Year 1
Village of Downers Grove
Professional Services Agreement - Design Engineering**

Attachment B – Scope of Services

The Village of Downers Grove requires Design Engineering services for the replacement of approximately 250 lead water service lines from the water main to the meter as part of the Village's Lead Service Line Replacement (LSLR) Program – Year 1 improvements. The project will utilize IEPA Public Water Supply Loan Program (PWSLP) funding for the engineering and construction costs. The addresses where LSLR will take place will be within the census tracts shown on Attachment D.

In order to successfully complete this project, various items will need to be addressed during the preliminary planning and the design engineering for this project. Our proposed scope of services will include the following:

ILLINOIS PUBLIC WATER SUPPLY LOAN PROGRAM (PWSLP) LOAN APPLICATION

- 1.1 Prepare the loan application package
 - Loan program certifications and resolutions
 - Disbarment, suspension, and other responsibility matters
 - Intent regarding national flood insurance
 - Project site rights of way, easements and permits
 - Taxpayer ID (FEIN) certifications
 - Five officer certification form
 - Tax compliance certificate and agreement
 - Authorizing representative to sign loan documents
 - Certified bond ordinance
 - Existing water rate ordinance
 - Water system information
 - Project completion schedule and estimates
- 1.2 Financial coordination with the Village
 - Current and future debt
 - Comprehensive financial projections (5 years)
 - Audited financial statements
 - Bond ratings
 - Unique entity ID number
- 1.3 IEPA Coordination
 - Coordination with the Village and IEPA PWSLP contact
 - Obtain IEPA PWSLP approval of contract documents prior to bidding and prepare revisions to contract documents per IEPA review as necessary.
 - Coordinate addenda approval with IEPA prior to issuance
 - Prepare necessary post-bidding checklists and submit the selected bid proposals to IEPA for approval.
 - IEPA funding nomination forms for FY2028 LSLR program

LSLR DESIGN ENGINEERING

- 2.1 Project Management and Administration
 - Budget tracking
 - Management of personnel and the engineering contract
 - General coordination with the Village



2.2 Project Meetings

- One (1) kick-off meeting with the Village
- Two (2) design progress meetings between the Village and EEI prior to bidding
- One (1) mandatory pre-bid meeting

2.3 Utility and subcontractor coordination

- Review Village GIS data
- Acquire and review existing engineering plans and other available data
- Design JULIE
- Coordinate with subconsultant

2.3 Regulatory agency coordination and permitting

- DuPage county permitting for approximately 70 services on Belmont Rd. and 55th St.

2.4 Prepare contract documents and estimates

- Acquire Village data and develop LSLR specifications
 - Acquire and review existing engineering plans, water service specifications, and geotechnical data.
 - Coordinate with Village on required meter, plumbing fixtures, grounding, sleeves, etc. for public and private side water service improvements.
- Field visits to assess existing conditions; specifically existing b-box locations relative to driveways, sidewalks, trees, etc.
- Preparation of 60%, 90%, and 100% contract documents and engineer's opinion of probable construction cost for review by the Village
- Contract documents shall consist of a project manual comprised of the following:
 - Typical EEI/Village contracting documents
 - Project-specific special provisions
 - Overall project location exhibits
 - Existing/historic engineering plans and geotechnical data (provided by the Village)
 - General details
 - ERIS database report (provided by EEI's sub-consultant)
 - The project manual will provide general guidance to bidding contractors regarding the details noted herein. The bid schedule will include a detailed list of pay items and estimated unit quantities. The bid schedule will not include detailed take-offs of unit quantities.

- Internal QC/QA

2.5 Bidding and Contracting

- Prepare ad for bid and coordinate advertisement
- Post bidding documents on QuestCDN and manage bidding process
- Prepare bidders list
- Address bid questions and prepare addenda
- Attend public bid opening
- Prepare bid tab, bid summary, and recommendation of award
- Coordinate execution of contract documents

Exclusions:

- Resident notifications/mailers
- Project address list and mailing address information (provided by the Village)
- Attendance at Village Board meetings
- Attendance and participation at public information meetings
- Field investigations of sewer services and other private and public utilities
- Land acquisition/property negotiations
- Topographic survey for LSLR



- Traditional engineering plans for LSLR
- Temporary Construction Easement (TCE) Agreements – preparation, delivery, tracking and coordination (to be performed by the Village)
- Perform soil borings and/or geotechnical analysis
- Clean Construction or Demolition Debris (CCDD) testing and LPC-662/663 permits

ADDITIONAL SERVICES

The above scope summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope, shall be considered outside the scope of the agreement and will be billed in accordance with EEI's current Standard Schedule of Charges (Attachment F). No such additional services shall be performed unless authorized pursuant to a written amendment to this Agreement entered into and executed by the parties.



ATTACHMENT C: ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST PROFESSIONAL ENGINEERING SERVICES

CLIENT		PROJECT NUMBER	
Village of Downers Grove		DG2601	
PROJECT TITLE		DATE	PREPARED BY
Lead Service Line Replacement Program - Year 1		9/14/26	KMM

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	PE	ST	ADMIN	HOURS	COST
		RATE	\$262	\$228	\$184	\$153	\$84		
ILLINOIS PWSLP LOAN APPLICATION									
1.1	Prepare loan application package		-	16	24	-	1	41	\$ 8,148
1.2	Financial coordination with the Village		2	6	8	-	-	16	\$ 3,364
1.3	IEPA coordination		2	16	18	-	-	36	\$ 7,484
Illinois PWSLP Loan Application Subtotal:			4	38	50	-	1	93	\$ 18,996
LSLR DESIGN ENGINEERING									
2.1	Project management and administration		4	6	-	-	-	10	\$ 2,416
2.2	Project meetings		6	8	12	-	-	26	\$ 5,604
2.3	Utility and subcontractor coordination		-	4	12	2	-	18	\$ 3,426
2.4	Regulatory agency coordination and permitting		-	8	32	24	-	64	\$ 11,384
2.5	Contract documents and estimates		6	24	64	-	-	94	\$ 18,820
2.6	Bidding and contracting		4	12	16	-	1	33	\$ 6,812
LSLR Design Engineering Subtotal:			20	62	136	26	1	245	\$ 48,462
PROJECT TOTAL:			24	100	186	26	2	338	67,458

EEI STAFF

PIC Principal In Charge
 PM Project Manager
 PE Project Engineer
 ST Senior Technician
 ADMIN Administrative Assistant

DIRECT EXPENSES

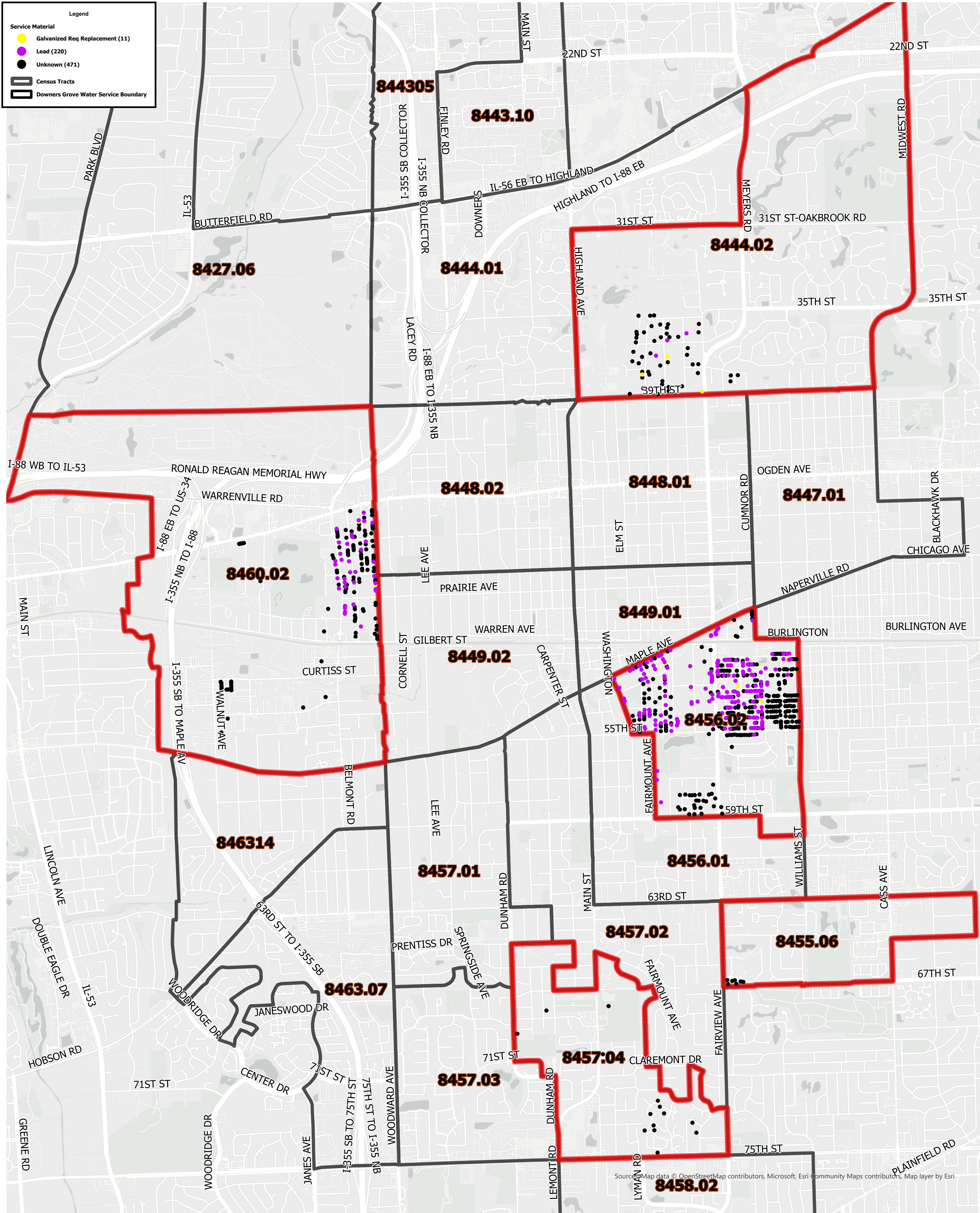
Rubino =	\$	2,500
DIRECT EXPENSES =		\$ 2,500

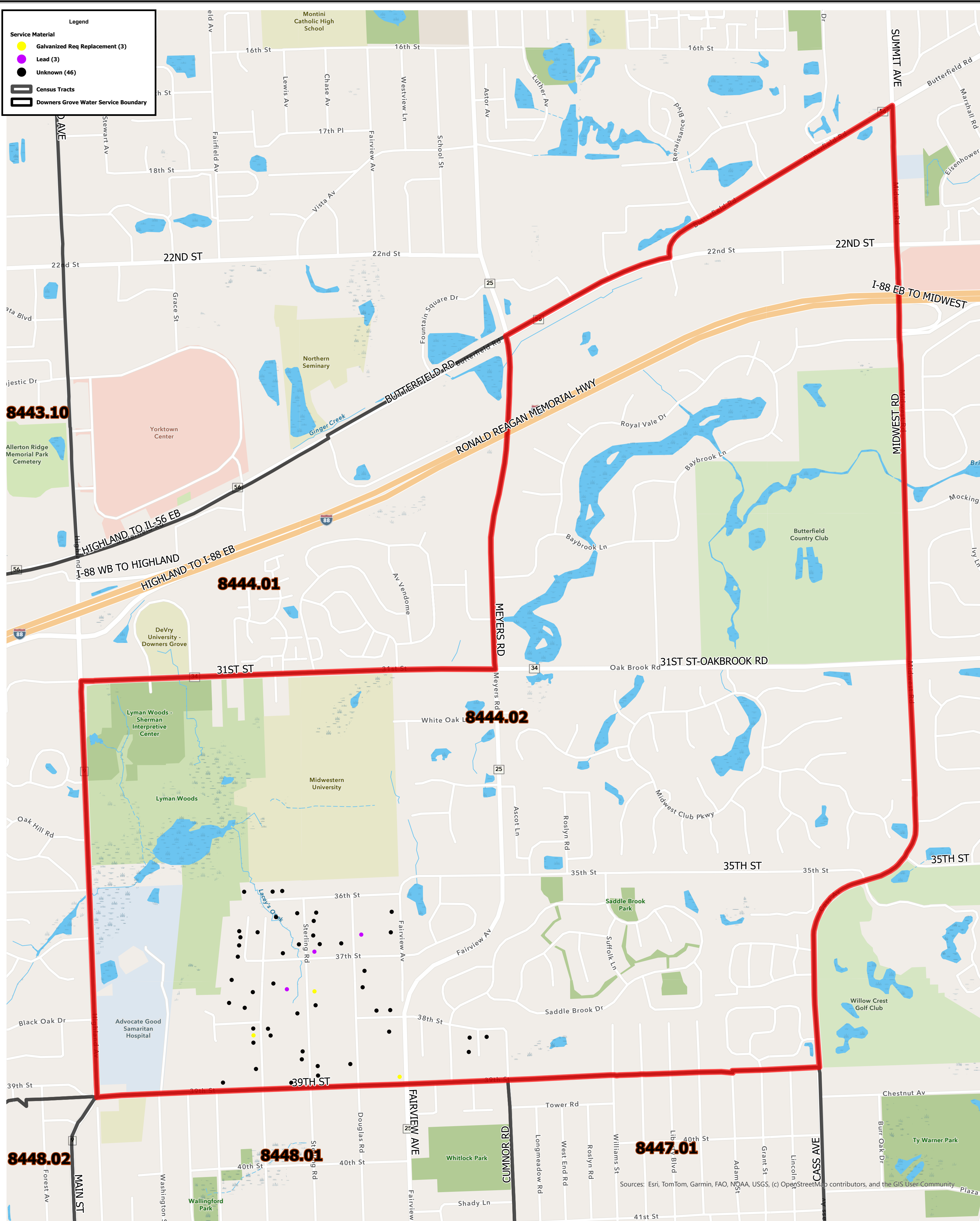
LABOR SUMMARY

EEI Labor Expenses =	\$	67,458
TOTAL LABOR EXPENSES		\$ 67,458

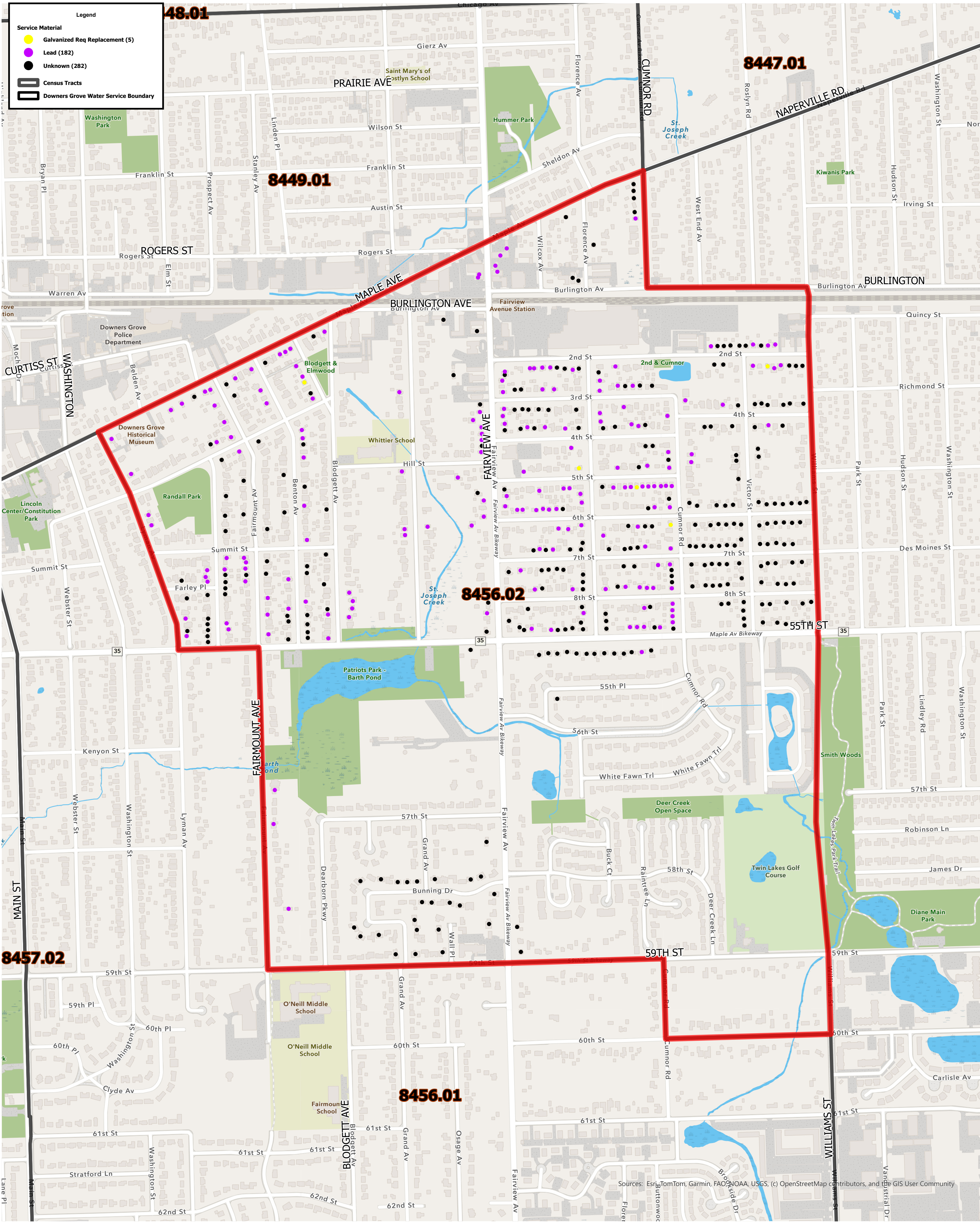
TOTAL COSTS	\$	69,958
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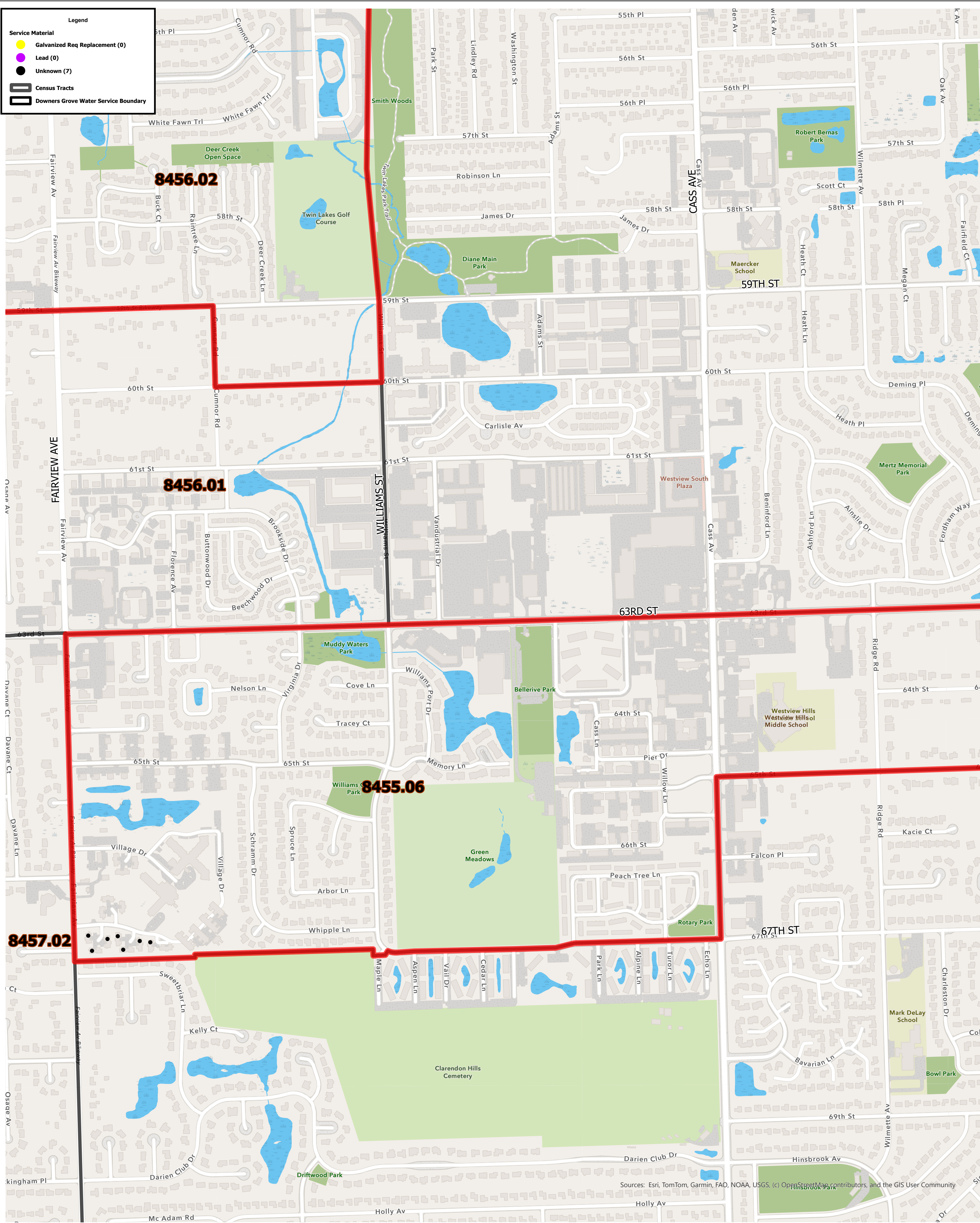


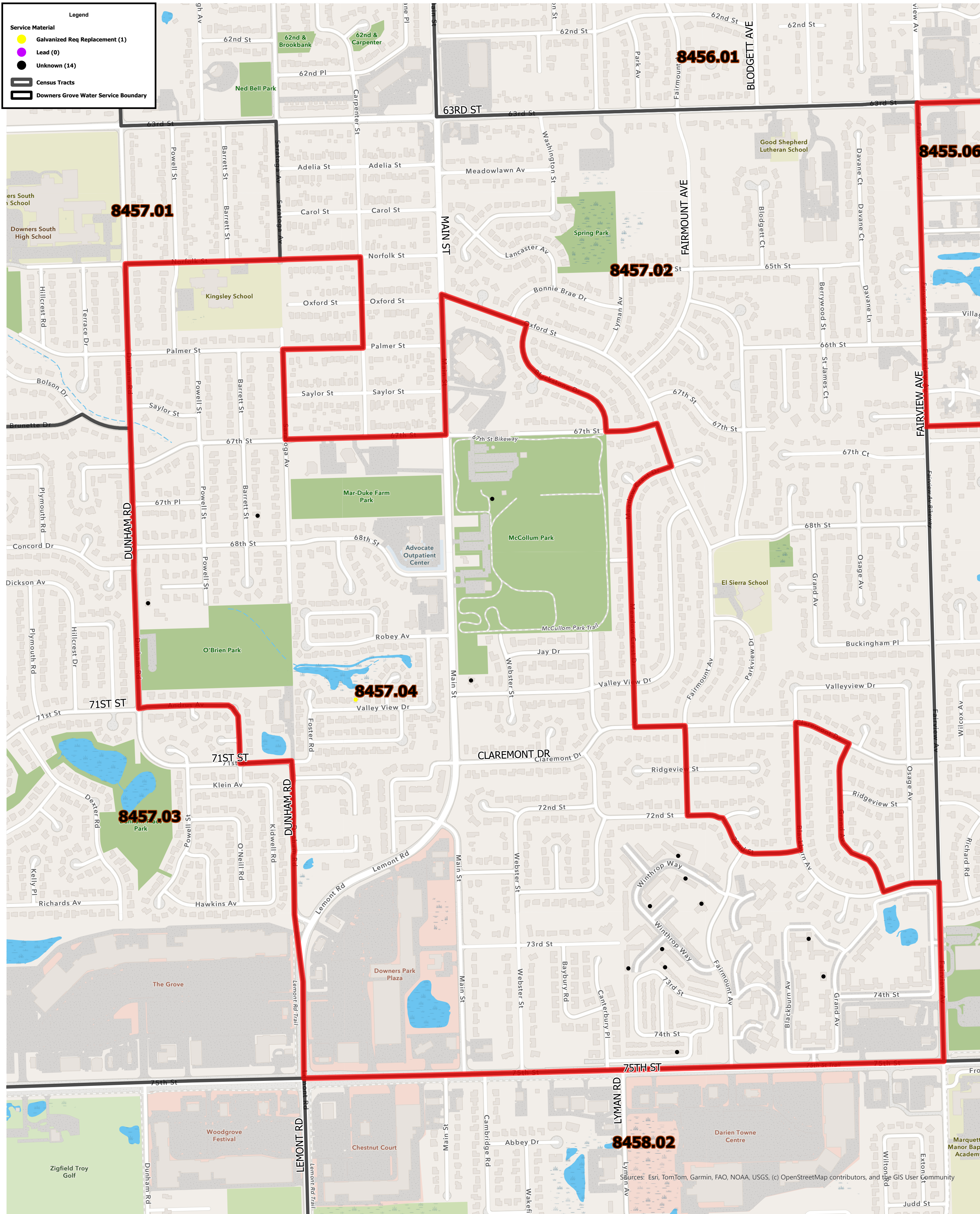












ATTACHMENT E: ESTIMATED SCHEDULE

CLIENT							PROJECT NUMBER				
Village of Downers Grove							DG2601				
PROJECT TITLE							DATE		PREPARED BY		
Lead Service Line Replacement Program - Year 1							9/14/26		KMM		

TASK NO.	TASK DESCRIPTION										
		2026			2027						
		OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY

ILLINOIS PWSLP LOAN APPLICATION

1.1	Prepare loan application package										
1.2	Financial coordination with the Village										
1.3	IEPA coordination										

LSLR DESIGN ENGINEERING

2.1	Project management and administration										
2.2	Project meetings										
2.3	Utility and subcontractor coordination										
2.4	Regulatory agency coordination and permitting										
2.5	Contract documents and estimates										
2.6	Bidding and contracting										





52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2026

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$268.00
Principal	E-3	\$262.00
Senior Project Manager	E-2	\$254.00
Project Manager	E-1	\$228.00
Senior Project Engineer/Surveyor II	P-6	\$218.00
Senior Project Engineer/Surveyor I	P-5	\$203.00
Project Engineer/Surveyor	P-4	\$184.00
Senior Engineer/Surveyor	P-3	\$169.00
Engineer/Surveyor	P-2	\$153.00
Associate Engineer/Surveyor	P-1	\$139.00
Senior Project Technician II	T-6	\$191.00
Senior Project Technician I	T-5	\$179.00
Project Technician	T-4	\$167.00
Senior Technician	T-3	\$153.00
Technician	T-2	\$138.00
Associate Technician	T-1	\$120.00
Engineering/Land Surveying Intern	I-1	\$ 89.00
Director of Marketing and Business Development	M-4	\$141.00
Marketing Coordinator	M-2	\$105.00
Executive Administrative Assistant	A-4	\$ 84.00
Administrative Assistant	A-3	\$ 79.00

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

Vehicle for Construction Observation		\$ 20.00
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$245.00
Expert Testimony		\$300.00
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

ATTACHMENT G
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.

Contractor 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:

- ☒ Contractor has not contributed to any elected Village position within the last five (5) years.

Stephen T. Dennison
Signature

Stephen Dennison
Print Name

- ☐ Contractor 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