

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village**  
**6/20/2023**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Lead Water Service Line Inventory and Replacement Plan	David Moody Assistant Director of Public Works - Operations

**SYNOPSIS**

A motion is requested to authorize award of a professional services contract for consulting services to assist the Village of Downers Grove in compliance with the Lead Service Replacement and Notification Act, to Engineering Enterprises, Inc. (EEI), of Sugar Grove, Illinois in the amount of \$107,565.00.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2021-2023 include *Top Quality Infrastructure* and *Exceptional Municipal Services*.

**FISCAL IMPACT**

The FY23 budget includes \$200,000 in the CIP Fund (Project WA-041).

**RECOMMENDATION**

Approval on the June 20, 2023 Consent Agenda.

**BACKGROUND**

The Lead Service Replacement and Notification Act was enacted by the State of Illinois and became effective January 1, 2022. The law requires the Village to develop and maintain an inventory of lead services lines by April 2024. In addition, the law requires the Village to implement a lead water service line replacement plan, the initial plan is due April 2024. The lead service line replacement plan will need to be updated and submitted to the Illinois EPA in April 2025, April 2026, and the final lead service line replacement plan is due April 2027. To comply with the requirements of the Lead Service Replacement and Notification Act, the Village requires assistance from an engineering consultant to assist with completing the lead service line inventory and developing the lead water service line replacement plan.

Three consulting firms were previously pre-qualified to assist the Village with compliance with the Lead Service Replacement and Notification Act through a Request for Qualifications. Staff received proposals from all three firms, and after reviewing the proposals, EEI was identified as the firm that best meets the needs of the Village.

**ATTACHMENTS**

Agreement



# PROPOSAL:

PROFESSIONAL ENGINEERING SERVICES

## LEAD WATER SERVICE LINE INVENTORY AND REPLACEMENT PLAN

APRIL 24, 2023



# TABLE OF CONTENTS



Request for Proposal

Cover Letter

Company Overview

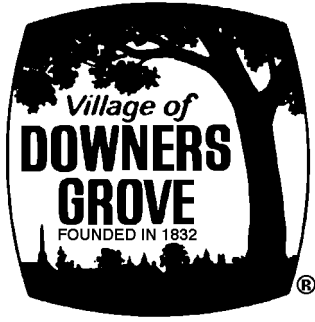
Project Understanding/Approach

Proposed Project Schedule

Proposed Base Scope of Services

Proposed Overall Not-To-Exceed Cost





## REQUEST FOR PROPOSAL (Professional Services)

**Name of Proposing Company:** Engineering Enterprises, Inc.

Project Name: Lead Water Service Line Inventory and Replacement Plan  
 Proposal No.: WA-041  
 Proposal Due: April 24,2023 @ 11:00 am

**Required of Awarded Proposer:**

Certificate of Insurance: Yes

Date Issued: Monday, April 3, 2023

This document consists of 24 pages.

Return **original** (no staples, bindings or spines) and one (1) digital copy (PDF on a flash drive) of proposal submitted in a **sealed envelope** marked with the Proposal Name/Number as noted above to:

DAVID MOODY  
 ASSISTANT DIRECTOR OF PUBLIC WORKS - OPERATIONS  
 VILLAGE OF DOWNERS GROVE  
 5101 WALNUT AVENUE  
 DOWNERS GROVE, IL 60515  
 PHONE: 630/434-5460  
 FAX: 630/434-5489  
[www.downers.us](http://www.downers.us)

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at Public Works, 5101 Walnut Avenue, Downers Grove, IL 60515.

**SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.**

The Village Council reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this Contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSER'S RESPONSE TO RFP (Professional Services)
- V. PROPOSAL/CONTRACT FORM

**DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT.** Proposers MUST submit an original copy of the total proposal and one (1) electronic version (pdf on a flash drive) with all information contained on it shall be submitted. Upon formal award of the proposal this RFP document shall become the Contract, the successful Proposer will receive a copy of the executed Contract.

**PLEASE DO NOT BIND ANY PORTION OF THE BID WITH STAPLES, BINDINGS OR SPINES.**

# I. REQUEST FOR PROPOSALS

## 1. GENERAL

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to the time and date set forth on the cover page of this RFP.
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: David Moody in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax Proposals will not be accepted.
- 1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

## 2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services. **DO NOT SUBMIT A PROPOSED CONTRACT. UPON ACCEPTANCE BY THE VILLAGE, THIS RFP DOCUMENT SHALL BECOME A BINDING CONTRACT.**
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.
- 2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.
- 2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions

necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

### **3. MODIFICATION OR WITHDRAWAL OF PROPOSALS**

3.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature of the person authorized for submitting a Proposal, provided that it is received prior to the time and date set for the Proposal opening. Telephone, email or verbal alterations of a Proposal will not be accepted.

3.2 A Proposal that is in the possession of the Village may be withdrawn by the Proposer, up to the time set for the Proposal opening, by a letter bearing the signature of the person authorized for submitting Proposals. Proposals may not be withdrawn after the Proposal opening and shall remain valid for a period of ninety (90) days from the date set for the Proposal opening, unless otherwise specified.

### **4. RESERVED RIGHTS**

4.1 The Village reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all Proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Proposals will not be waived.

## **II. TERMS AND CONDITIONS**

### **5. VILLAGE ORDINANCES**

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

### **6. USE OF VILLAGE'S NAME**

6.1 The Proposer 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.

### **7. INDEMNITY AND HOLD HARMLESS AGREEMENT**

7.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

### **8. NONDISCRIMINATION**

8.1 Proposer shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this Proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.

8.2 It is unlawful to discriminate on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 *et seq.*, The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 *et seq.*, and The Americans with Disabilities Act, 42 U.S.C. Sec. 12101 *et seq.*

## **9. SEXUAL HARASSMENT POLICY**

9.1 The Proposer, as a party to a public contract, shall have a written sexual harassment policy that:

- 9.1.1 Notes the illegality of sexual harassment;
- 9.1.2 Sets forth the State law definition of sexual harassment;
- 9.1.3 Describes sexual harassment utilizing examples;
- 9.1.4 Describes the Proposer's internal complaint process including penalties;
- 9.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 9.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

## **10. EQUAL EMPLOYMENT OPPORTUNITY**

10.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Proposer agrees as follows:

- 10.1.1 That it will not discriminate against any employee or applicant for employment

because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- 10.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 10.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, or an unfavorable discharge from military services.
- 10.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 10.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the

Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

## **11. DRUG FREE WORK PLACE**

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 11.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 11.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 11.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 11.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 11.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 11.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 11.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

## **12. PATRIOT ACT COMPLIANCE**

- 12.1 The Proposer 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 Proposer further represents and warrants to

the Village that the Proposer 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 Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer 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.

### **13. INSURANCE REQUIREMENTS**

- 13.1 The Proposer 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 Proposer from the types of claims set forth below which may arise out of or result from the Proposer's operations under this Contract and for which the Proposer may legally liable:
- 13.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
  - 13.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;
  - 13.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;
  - 13.1.4 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 Proposer, or (2) by another person;
  - 13.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
  - 13.1.6 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;
  - 13.1.7 Claims for damages as a result of professional or any other type of negligent action by the Proposer or failure to properly perform services under the scope of the agreement between the Proposer and the Village.
- 13.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- 13.3 As evidence of said coverages, Proposer 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.

**14. CAMPAIGN DISCLOSURE**

- 14.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.
- 14.2 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.
- 14.3 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.
- 14.4 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.

**15. SUBLETTING OF CONTRACT**

- 15.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Proposer from its obligation or change the terms of the Contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

**16. TERM OF CONTRACT**

- 16.1 The term of this Contract shall be as set forth in the Detail Specifications set forth in Section III below. This Contract is subject to the Village purchasing policy with regard to any extensions hereof.

**17. TERMINATION OF CONTRACT**

- 17.1 In the event of the Proposer's nonperformance, breach of the terms of the Contract, or for any other reason, and/or that sufficient funds to complete the Contract are not appropriated by the Village, the Contract may be canceled, in whole or in part, upon the Village's written notice to the Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Proposer 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.

**18. BILLING & PAYMENT PROCEDURES**

- 18.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. 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 Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer 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.

- 18.2 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 Proposer 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.
- 18.3 Please send all invoices to the attention of David Moody, Downers Grove Public Works, 5101 Walnut Ave, Downers Grove, IL 60515.

## **19. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE**

- 19.1 The relationship between the Village and the Proposer 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.

## **20. STANDARD OF CARE**

- 20.1. Services performed by Proposer under this Contract 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 Contract, or in any report, opinions, and documents or otherwise.
- 20.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.
- 20.3 For Professional Service Agreements: Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contactor(s') failure to perform its work in accordance with contract documents.

## **21. GOVERNING LAW AND VENUE**

- 21.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

## **22. SUCCESSORS AND ASSIGNS**

- 22.1 The terms of this Contract 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 Contract in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

**23. WAIVER OF CONTRACT BREACH**

23.1 The waiver by one party of any breach of this Contract 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 Contract and will not be construed to be a waiver of any provision except for the particular instance.

**24. AMENDMENT**

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

**25. NOT TO EXCEED CONTRACT**

25.1 The contract price is a “not-to-exceed” cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the Contract.

**26. SEVERABILITY OF INVALID PROVISIONS**

26.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, 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.

**27. NOTICE**

27.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

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

And to the Proposer as designated in the Contract Form.

**28. COOPERATION WITH FOIA COMPLIANCE**

28.1 Proposer acknowledges that the Freedom of Information Act does apply to public records in possession of the Proposer or a subcontractor. Proposer and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. (5 ILCS 140/1 *et seq.*)

**29. COPYRIGHT or PATENT INFRINGEMENT**

- 29.1 The Proposer 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 Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

**30. DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION**

- 30.1 Pursuant to 35 ILCS 200/18-50.2, Contractor and all subcontractors are required to complete and submit a Vendor DBE certification, regardless of DBE status. Contractor shall complete and require all its subcontractors to complete the DBE certification for this project at [www.downers.us/vss](http://www.downers.us/vss). The information necessary for the Contractor and all subcontractors to complete the certification includes the following: DBE Classification (minority-owned, women-owned, persons with disabilities-owned, veteran-owned, or none); if DBE, whether the company holds a certificate or self-certifies; if self-certifying, whether the company qualifies as a small business under the U.S. Small Business Administration standards; the company's name, address, city, state and zip code; company's contact person's name, title, telephone number and email address. NO PAYMENTS WILL BE MADE TO THE CONTRACTOR BY THE VILLAGE UNLESS AND UNTIL ALL OF THE CERTIFICATIONS FOR THE CONTRACTOR AND SUBCONTRACTORS HAVE BEEN COMPLETED.

### III. DETAIL SPECIFICATIONS

#### BACKGROUND

The Village of Downers Grove has approximately 17,000 water service line connections to its drinking water system. It is estimated that somewhere between 1,000 and 3,000 of these are lead water service lines. Like many communities, most of the lead water service lines are located in the older sections of the village. The Village of Downers Grove must comply with the Illinois Lead Service Replacement and Notification Act (Public Act 102-0613), hereinafter the Act, that became effective January 1, 2022. Compliance with this act requires a material inventory survey of all water services in the community and an initial Lead Service Line Replacement Plan be submitted to the Illinois Environmental Protection Agency (EPA).

Based on initial research of tap records, the Village of Downers Grove estimates lead water services were no longer installed after 1955. It is estimated that around 4,000 homes are currently connected to the Downers Grove water system that were constructed prior to 1957.

Below is the Village of Downers Grove Service Line Material Inventory Report that was submitted to the Illinois EPA on April 13, 2021.

Facility Id	Facility Name	County	Total Connections	Report Date	Reporting Year
IL0430300	Downers Grove (PWS)	DuPage	16862	4/13/2021	2020
<b>Wholesale Connections</b> 0			<b>Retail Connections</b> 16862		
<b>Lead</b> 99			<b>Copper/Lead Solder</b> 0		
<b>Copper/Non-Lead Solder</b> 3201			<b>Galvanized</b> 1		
<b>Plastic</b> 1			<b>Unknown Material</b> 3655		
<b>Unknown Not Lead</b> 9840			<b>Cast/Ductile Iron or Transite</b> 65		

The Village of Downers Grove maintains current Lead service line information in the asset management program “Lucity”. This program will continue to be used for lead service line inventory for this project. The information in Lucity is also linked with an informational GIS map (ESRI based) on the Village website that residents can access to find out information on their water service line. Below is the most current Lead service line Inventory in Lucity

## EPA Service Materials (1 type per line)



Line Material = Lead (132)  
 Line Material = Unknown (3513)  
 Line Material = Galvanized (1)  
 Line Material = Unknown non-lead (9669)  
 Line Material = Copper (3535)  
 Line Material = Iron (76)  
 Line Material = Plastic (0)  
 Main to BBox known lead service line (34)

### **SCOPE OF WORK**

The Village of Downers Grove is seeking proposals from highly-qualified firms to provide consulting services to comply with the Illinois Lead Service Replacement and Notification Act (Public Act 102-0613).

The proposal shall include a detailed description of the proposed scope of work to provide all services necessary to assist the Village in complying with the Act. The proposed scope of work may include, but may not be limited to, the following.

- A. Assist in complying with all requirements of the Act
- B. Assist in preparing the Material Inventory and Lead Service Line Replacement Plan that must be submitted to the Illinois Environmental Protection Agency (IEPA). This shall include a review of the existing lead service line inventory and a strategy and schedule to complete the inventory by April 15, 2024.
- C. Explore funding mechanisms for Lead Service Line Replacement
- D. Assist in developing notices for emergency and planned work involving lead service lines
- E. Assist in determining under which circumstances the Village must provide filters for drinking water, and what types of filters are available to meet the requirements of the Act
- F. Assist in complying with Illinois Department of Public Health (IDPH) Requirements for Lead Water Service lines
- G. Assist with the development of mailers and a website for Village of Downers Grove residents to report the material of their water service line.
- H. Assist with a plan to coordinate door to door inspections for residents that do not respond to other requests for the identification of their water service line material.

**The Engineering services will be broken down into at least two phases (more may be necessary as work progresses):**

**Phase 1:** Review all relevant documentation and work with the Village of Downers Grove staff to complete the Material Inventory that is due to the Illinois EPA by April 15, 2024. Develop an initial Lead Service Line Replacement Plan that is also due to the Illinois EPA by April 15, 2024.

**Phase 2:** Work with Village of Downers Grove staff to update the Lead Service Line Replacement Plan. Updated Lead Service Line Replacement Plans are due to the Illinois EPA on April 15, 2025, and April 15, 2026.

The intent behind the Request for Proposal is for the Village to have one responsible consultant prove all engineering services needed to comply with the Act.

### **RFP SUBMITTAL REQUIREMENTS**

This RFP is the contract between the prospective firm and the Village. You must submit this entire RFP document with your proposal.

#### **Quantity and Format**

Proposers **MUST** submit an original copy of the total proposal and one (1) electronic version (pdf on a flash drive) with all information contained on it shall be submitted.

- Cover Letter/General Information
- Project Understanding/Approach
- Proposed Project Schedule
- Proposed detailed Base Scope of Services
- Proposed Overall Not-To-Exceed Cost for the Base Scope of Services
- Optional Tasks beyond the Base Scope of Service – In addition to the base scope of services included in this RFP, issues that, in the Consultant’s opinion, are critical to Village interests for compliance with the Act should be identified for possible inclusion into the scope. An identification and cost for each additional task is to be included as a supplement to the base scope and cost.

The Proposal shall be succinct, and directly relevant to this project.

#### **Fees**

The Village requires the method of compensation for professional services to be based on hourly-charged personnel rates plus expenses, with a Total “Not-To-Exceed” cost. Please submit an estimate of the hourly personnel requirements to complete the scope of services outlines in your proposal, a list of current hourly rates and a total “Not-To-Exceed” cost for providing the proposed services to the Village. This “Not-To-Exceed” Cost shall include all deliverables and reimbursable expenses, such as postage, delivery services, printing, etc. The Village shall be invoiced monthly. **Additional**

**compensation above and beyond the “Not-To-Exceed” cost (i.e. change orders) will not be considered without a significant change in project scope.**

#### Firm Selection

Firm Selection will be based on the following, in no particular order:

- Approach to organizing and understanding of the project
- Proposed Base Scope of Services
- Responsiveness to requirements, terms, timelines, and conditions for performance of the project
- Overall Not-To-Exceed Total Cost

#### **TERM OF CONTRACT**

The term of this contract will be for a period of approximately three (3) years, terminating on May 1, 2026, unless otherwise terminated in accordance with the Terms and Conditions above. This contract may be extended no more than twice for subsequent annual periods (two annual extensions) by mutual agreement of both parties, providing such agreement complies with the Village purchasing policies and the availability of funds.

||  
[SA1]

## **IV. PROPOSER'S RESPONSE TO RFP (Professional Services)**

**(Proposer must insert response to RFP here. DO NOT insert a form contract, the RFP document including detail specs and Proposer's response will become the Contract with the Village.)**



# SUBMITTAL LETTER

## Engineering Enterprises, Inc.

April 24, 2023

Mr. David Moody  
 Assistant Director of Public Works - Operations  
 Village of Downers Grove  
 5101 Walnut Avenue  
 Downers Grove, Illinois 60515

**Re: Professional Engineering Services for Lead Water Service Line Inventory and Replacement Plan, Request for Proposal**

Dear Mr. Moody,

We commend you on taking a proactive approach to comply with the Illinois Lead Services Replacement and Notification Act (Public Act 102-0613). Working together, we can achieve the shared goal of a lead-free Downers Grove in a manner that is both regulatory-compliant and cost-effective.

**EEI has Substantial and Relevant Project Experience** – EEI has been working with many communities on approaches for compliance with the IL LSLR Notification Act, including all items identified in the project scope. We will use our expertise and experience to tailor a solution to meet the Village's compliance needs, particularly in the areas of notifications, inventorying, and the LSLR Plans.

**EEI Staff are Highly Qualified** – EEI has a long history of providing outstanding client service. Our proposed project team has rigorously studied the standards for the replacement of lead service lines and has been proactive in distributing training materials to communities to aid in navigating the related regulatory barriers. The Team has worked on other projects that are comparable, and they are available to start right away, which is essential to fulfilling upcoming regulatory deadlines.

**EEI is Committed to Serving the Village of Downers Grove** – We understand and appreciate the high level of service that is required to serve the residents in the area. This level of service is in line with our core values, and you have our firm commitment that we will excel in this matter.

We are proposing to complete the Phase I and II Base Scope of Services, as identified in the RFP, prior to the regulatory identified deadlines for a Not-to-Exceed cost of **\$81,825**. The proposal identifies some potential additional services for the Village's consideration.

We hope that you will consider our proposal and support our efforts to make your community a safer place to live.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

Stephen T. Dennison, PE  
 Senior Project Manager / Principal-In-Charge

Timothy G. Holdeman, MS  
 Project Manager



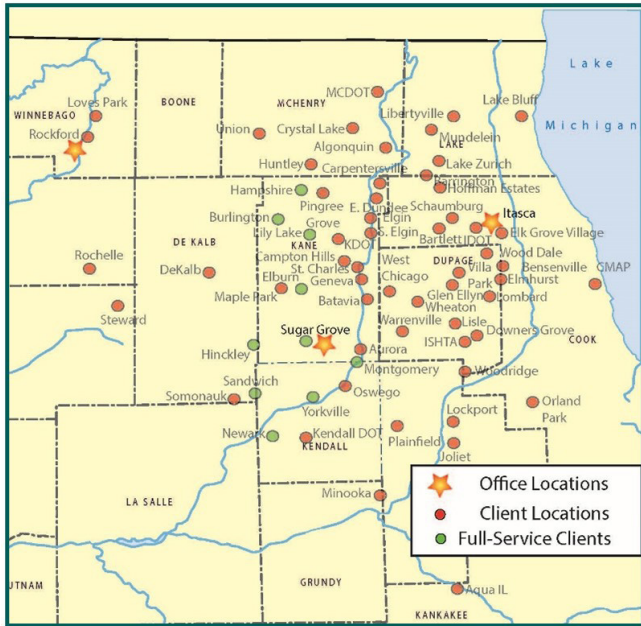
# COMPANY OVERVIEW





## COMPANY OVERVIEW

**E**ngineering Enterprises, Inc. (EEL), is a reputable consulting engineering firm that has been providing award-winning services to public agencies throughout northern Illinois since 1974. With over 60 experienced firm members, including licensed professional civil engineers, land surveyors, and support team members, EEL offers a full range of services for planning, design, and construction of infrastructure projects, as well as grant and funding assistance.



EEL is a licensed company with our main office located at 52 Wheeler Road in **Sugar Grove**, and Branch Offices in **Rockford** and **Itasca**, Illinois.

Our business philosophy is centered around our commitment to quality, service, and value, and we employ a team approach from project initiation to completion. Each project is assigned a project manager and a team with experience and qualifications that match the needs of the project and client. We also have other specialists available for additional assistance whenever necessary. Our current staffing levels ensure that a well-qualified project team will be dedicated to your project for its entire duration.

At our firm, we offer a full range of civil engineering services, including construction management, transportation, water, wastewater, floodplain and stormwater management, land development review, land surveying, GIS and mapping, and municipal consulting.

*Led by talented leaders, EEL is continually growing to better serve our clients in all aspects of consulting engineering. Our ability to meet deadlines and budget requirements is reflected in the fact that over 90% of our work is for repeat clients. We attribute our return business to the personal commitment of professionalism to work and the relationships EEL has developed with our clients. Our aim is to win clientele trust and satisfaction every time.*

**Peter G. Wallers, PE, CFM**  
**Jeffrey W. Freeman, PE, CFM, LEED AP**  
**Bradley P. Sanderson, PE**  
**Denise M. Migliorini**  
**Stephen T. Dennison, PE**  
**Julie A. Morrison, PE**  
**Michele L. Piotrowski, PE, LEED AP**

*Chairman*  
*Chief Executive Officer*  
*Chief Operating Officer / President*  
*Chief Financial Officer / Vice President*  
*Senior Project Manager / Principal*  
*Senior Project Manager / Principal*  
*Senior Project Manager / Principal*



# COMPANY OVERVIEW SERVICES

## WATER

- » Project Plans
- » Water Works System Evaluations, Needs Assessments and Master Plans
- » Water Distribution System Computer Modeling
- » Water Distribution, Booster Pumping Station, Pressure Reducing Valve Station, and Water Storage System Design
- » Water Treatment Plant Design
- » Water Well Design and Development
- » Chemical Feed Improvements
- » Elevated Tank Stand-By Power Systems
- » Water Conservation Program Coordination

.....

## WASTEWATER

- » Infiltration/Inflow Analysis Studies
- » Sewer System Evaluation Surveys
- » Facilities Planning
- » Facility Planning Area Amendments
- » Anti-Degradation Analysis
- » National Pollutant Discharge Elimination System (NPDES) Permitting
- » Wastewater Treatment Facility Design
- » Lift Station, Forcemain, and Gravity Sewer Design
- » Industrial Pretreatment

.....

## STORMWATER MANAGEMENT

- » Floodplain Ordinance Interpretation and Enforcement (Delegation Authority from IDNR/OWR)
- » Floodplain Mapping and Remapping
- » Letter of Map Revisions (LOMR), Letter of Map Amendments (LOMA) and Base Flood Elevation (BFE) Determinations
- » Drainage Investigations
- » Stormwater Detention Basin Design
- » Storm Sewer Design
- » Best Management Practices (BMP) Design
- » Hydrologic and Hydraulic Studies
- » Watershed Release Rate Determinations

.....

## MUNICIPAL CONSULTING

- » City and Village Engineering Services
- » Land Development Review Services
- » Capital Improvement Planning and Execution
- » Ordinance Development and Review
- » Regulatory Compliance and Agency Coordination
- » Asset Management
- » Traffic Engineering
- » Construction Management
- » Grant/Funding Management

## TRANSPORTATION

- » Planning, Design, and Construction Services for Existing Street Rehabilitation and New Street Construction (Phase I, II and III)
- » Motor Fuel Tax (MFT) Maintenance and Construction Sections
- » Surface Transportation Program (STP) Projects
- » Local Agency Functional Overlay (LAFO)
- » Congestion Management and Air Quality (CMAQ) Projects
- » Economic Development Program (EDP) Projects
- » High Priority Projects (HPP)
- » Quiet Zone Feasibility Studies
- » Intersection Design
- » Parking Lot Design
- » Traffic Impact Studies
- » Traffic Signal Design
- » Multi-Use Trail System Planning and Design

.....

## CONSTRUCTION MANAGEMENT

- » Roadway Rehabilitation
- » Water Main Installation and Replacement
- » Sanitary Sewer Installation and Replacement
- » Storm Sewer Installation and Replacement
- » Bicycle and Multi-Use Trails
- » Traffic Signals
- » Roadway Lighting
- » Mass Grading Projects
- » Wastewater Treatment Facilities
- » Groundwater Treatment Facilities
- » Elevated Water Storage Tank Construction and Rehabilitation

.....

## LAND SURVEYING

- » Plat Review
- » Construction Layout
- » Right-of-Way, Land Title, Topographic and Boundary Surveys
- » Annexation Plats
- » Record Drawings
- » Easement Documents
- » Plan Review

.....

## GIS AND MAPPING

- » Geographical Information Systems (GIS) Development and Additions
- » AutoCAD (Computer Aided Drafting) System
- » Water, Sanitary Sewer and Storm Sewer Maps and Atlas
- » Zoning and Land Use Maps



# COMPANY OVERVIEW

## Illinois Department of Transportation PRE-QUALIFICATION CATEGORIES

Highways	Hydraulic Reports	Special Studies	Location Design Studies	Special Services
Roads and Streets	Waterways: Typical	Location Drainage	Rehabilitation	Surveying
	Waterways: Complex	Traffic	Reconstruction/ Major Rehabilitation	Sanitary
		Safety		Construction Inspection
		Feasibility		
Traffic Signals				

**E**ngineering Enterprises, Inc. (EEI) has been recognized with honors and awards\* for many different professional organizations, such as the American Council of Engineering Companies of Illinois (ACEC-IL), American Public Works Association (APWA), American Water Works Association (AWWA) and the National Society of Professional Engineers (NSPE).

### 2021

APWA-FVB Project of the Year Award  
*Montgomery Lead Service Line Replacement*

ACEC-IL Merit Award  
*Montgomery Lead Service Line Replacement*

ACEC-IL Special Achievement Award  
*Eola Road Realignment*

*\*Partial List*

### 2018

APWA-FVB Project of the Year Award  
*Elgin South Street Roadway Extension*

### 2017

APWA-FVB, CMC Project of the Year Award  
*Elburn Wastewater Treatment Facility Modernization*

ACEC-IL Special Achievement Award  
*Sub-Regional Plan for Sustainable Drinking Water*



**OUTSTANDING SERVICE • EVERY CLIENT • EVERY DAY**



# PROJECT UNDERSTANDING/ APPROACH



# PROJECT APPROACH



**E**ngineering Enterprises, Inc. (EEI) is excited to offer the Village of Downers Grove our lead water service line inventory and replacement plan engineering services. The project approach will adhere to the Village’s proposed scope of work identified in the RFP and **utilize the experience that EEI has accumulated on numerous similar projects** to position the Village for a successful lead service line replacement (LSLR) program and to preserve public health.

## LEAD SERVICE LINE INVENTORY AND REPLACEMENT PLAN

### GENERAL WORK ITEMS:

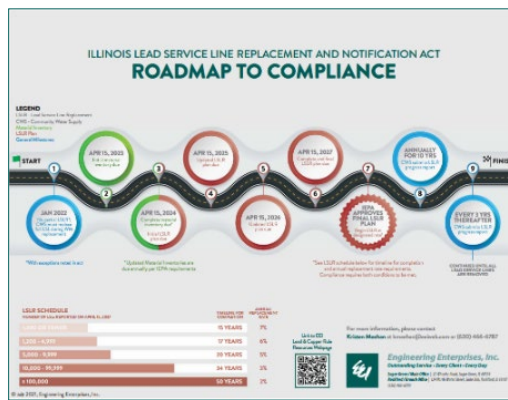
*Meetings and Communication* – A combined Project Kickoff Meeting is proposed for the LSLR program, which will allow for targeted discussion of the goals and tasks for the overall project. The kickoff meeting will also help define scheduling considerations for the various LSLR program tasks. After this kickoff meeting, it is recommended that progress review meetings be conducted through the culmination of the project.

As we have experienced with other similar projects, there will be strategic communication between EEI and the Village during the projects to ensure work items are being completed in accordance with the project schedule and with the input of Village Staff. Communication with the Village Board and residents may also be considered. EEI is experienced in leading community meetings, distribution of flyers, and providing updates to Boards during LSLR projects.

### GENERAL DISCUSSION OF WORK ITEMS FOR THE LEAD SERVICE LINE INVENTORY AND REPLACEMENT PLAN:

#### A. Assist in complying with the requirements of the Illinois Lead Service Line Replacement and Notification Act (Public Act 102-0613)

EEI has invested considerable resources to research and understand the requirements of the LSLR Notification Act, as well as create educational materials (infographics and presentations) to help local communities understand the requirements of the Act and plan for compliance. We would anticipate leading a review of the Act at the Project Kickoff Meeting, along with a discussion of key highlights and considerations for the Village. This knowledge will help the Village navigate the requirements of the Act.



# PROJECT APPROACH

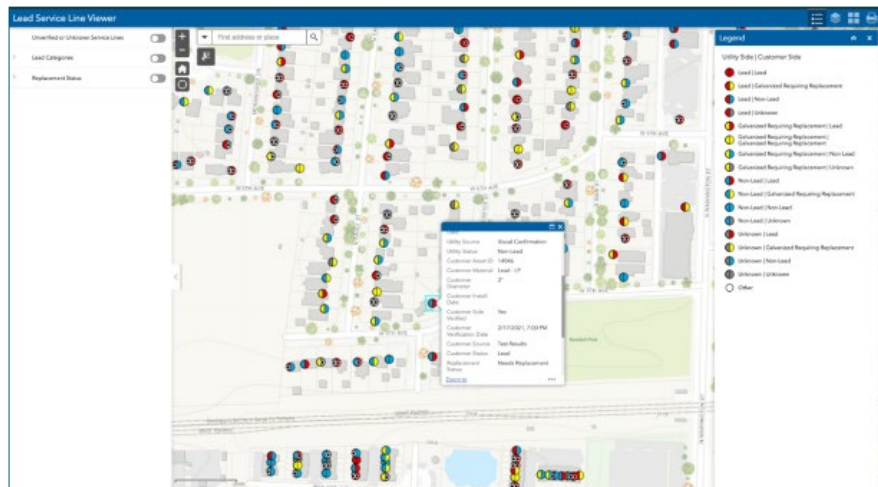


## *B. Assist in preparing the Material Inventory and Lead Service Line Replacement Plan that must be submitted to the Illinois Environmental Protection Agency (IEPA)*

The Act requires a complete Material Inventory to be submitted to the IEPA by April 15, 2024. They will no longer accept “Unknown” as an option for service line material, and these will be treated as Lead services. This inventory will be the basis for calculating the number of service lines required to be replaced per year over a specific timeframe. Therefore, it is in the Village’s interest to perform an inventory that is as comprehensive as possible before the deadline.

Since there are approximately 3,655 water service lines that were characterized as “Unknown” in the most recent LSL Inventory on the IEPA website, it is assumed that there have not been significant investigations performed to date to identify these unknown service line materials. Performing investigative field work is the ideal process to confirm the service line material but is time-intensive and may not be a feasible option for the Village. Therefore, we recommend a predictive modeling approach for the Village.

This predictive modeling would utilize information gathered about existing confirmed lead service line locations to identify patterns that will help predict similar lead water service line addresses. Existing information utilized may include water main age, year home built, mapping addresses where LSLs have been



previously identified and/or replaced. The predictive model will utilize ArcGIS, along with an algorithm, to predict the remaining “Unknown” service line materials.

Surveying residents to physically confirm service line materials would be accomplished to iteratively improve the algorithm and accuracy of the results. EEI will prepare and maintain this predictive model and assist with the surveying (see Item G.). EEI has extensive experience assisting communities with a variety of service line material inventorying processes and will be able to assist the Village in identifying and executing its preferred approach.



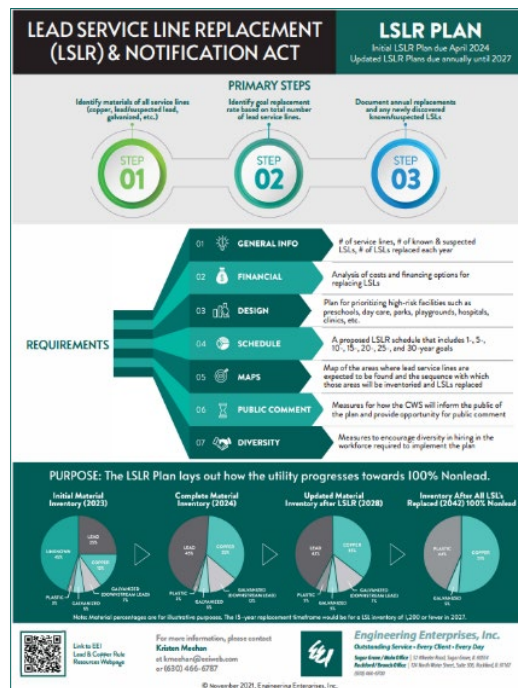
# PROJECT APPROACH



The Lead Service Line Replacement and Public Notification Act (Act) went into effect on January 1, 2022. The Act requires the Village of Downers Grove (Village) to create a Lead Service Line Replacement (LSLR) Plan. The LSLR Plan must present the Village's plan to replace each lead service connected to its distribution system and each galvanized service line connected to its distribution system if the galvanized service line is or was connected downstream to lead piping (ILCS 45 17/12).

## Material Inventory

The Village has approximately 17,000 water service lines. The Village estimates there are between 1,000 and 3,000 lead water service lines in the community. If the inventory efforts and the final LSLR Plan identify 1,200 or fewer lead service lines, the Village would have to replace 7% of the LSLs per year for 15 years. If over 1,200 LSLs are identified, the Village would have to replace 6% per year for 17 years.



## Compliance Schedule

The first submittal required under the Act is the Initial Material Inventory. It is followed by the Final Material Inventory one year later. The initial Replacement Plan is due the same time as the Final Material Inventory. This schedule allows the Final Material Inventory to be incorporated into the Initial Replacement Plan as shown by the schedules below. Two Replacement Plan updates are required before the Final Replacement Plan is due.

### Material Inventory

Initial: April 15, 2023  
Final: April 15, 2024

### Replacement Plan

Initial: April 15, 2024  
1st Update: April 15, 2025  
2nd Update: April 15, 2026  
Final: April 15, 2027

The Village plans to develop a *Draft* Initial LSLR Plan by April 15, 2023. The *Draft* Initial LSLR Plan will incorporate the Initial Material Inventory. Upon completion of the Final Material Inventory, the *Draft* Initial LSLR Plan will be finalized. The Initial LSLR Plan will be submitted to the Illinois EPA by April 15, 2024.



# PROJECT APPROACH



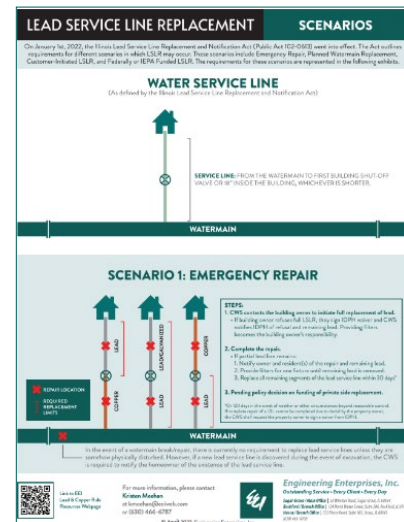
## C. Explore Funding Mechanisms for Lead Service Line Replacement

There are several options for funding LSLRs (federal, state, local, bonds), but the most popular option has been utilizing the IEPA State Revolving Fund (SRF) program. This program anticipates an influx of funding specifically for LSLRs. The possibility of receiving principal forgiveness through this program is currently unknown, but should be revealed soon, and will have a significant impact on the attractiveness of this program for the Village's funding needs. If the IEPA SRF is pursued, the Village may want to consider proceeding with a Project Plan and Funding Nomination Form as soon as possible to be considered for future SRF Intended Funding Lists. If this program is pursued there are some strategic decisions to be made, such as whether to include service replacements in environmentally sensitive areas and/or floodplains, which could complicate the approval process. EEI has assisted numerous communities successfully navigate the SRF process and secure funding for their LSLR programs, including several projects where 100% principal forgiveness funding was secured.

## D. Assist in developing notices for emergency and planned work involving lead service lines

EEI has assisted other communities in preparing these notices, which will give the Village the ability to finalize and utilize their notices as soon as possible. There are minor variations that can be considered, but the notices adhere to guidance provided by the IEPA.

EEI will also help guide the Village in understand requirements and implement solutions for various service line replacement scenarios, including emergency repairs, planned water main replacement, customer-initiated LSLR, and federally or IEPA funded LSLR.



## E. Assist in determining under which circumstances the Village must provide filters for drinking water, and what types of filters are available to meet the requirements of the Act

EEI will assist the Village in understanding filter requirements of the Act, particularly the conditions by which filters must be provided by the utility. While no partial lead service line replacements are allowed in the Act, there are certain temporary/permanent variances that can be granted, and these are the conditions that generally dictate the requirement for the utility to provide filters. There are additional nuances related to timing and duration that EEI will help decipher. Additionally, EEI will help identify particular filter model options that could be utilized.



# PROJECT APPROACH



## *F. Assist in complying with Illinois Department of Public Health (IDPH) Requirements for Lead Water Service lines*

The IDPH generally defers to the guidelines identified in the Act and to the IEPA for enforcement of many requirements in the Act. The IDPH is responsible for enforcing the requirement that the lead service lines are replaced in accordance with the Illinois Plumbing Code. However, there are two other particular items that the IDPH is regulating: (1) Waivers for property owners that deny replacement of their lead service line and (2) Variances for sewer/water separation requirements under certain conditions. EEI is well-educated on these requirements through coordination with the IDPH and has developed a tracking process for sewer/water separation variances during construction. EEI's design and construction experience for LSLRs and working with the IDPH will help the Village successfully navigate these requirements.

LEAD SERVICE LINE REPLACEMENTS AND SEWER/WATER SERVICE SEPARATION	IDPH PLUMBING CODE VARIANCE
<p>On March 23, 2022, the IDPH issued a Notice of Plumbing Code Variance for sewer/water service separation. According to the variance, if meeting the above separation requirements is impracticable or resulting in undue hardship due to excessive structural or mechanical difficulty, all of the following requirements must be met:</p>	
<ul style="list-style-type: none"> <li>✓ The replacement is being performed in accordance with the LSLR requirements of Section 17.02 of the Environmental Protection Act.</li> <li>✓ The existing water service line being replaced is not already in compliance with the separation requirements.</li> <li>✓ There are no known leaks, cracks, or damage to the sanitary sewer, building sewer, or building drain at the time of replacement.</li> <li>✓ There is no known instance of sewage related contamination of drinking water at the property. This shall not be construed to require any water sampling.</li> </ul>	<p>The community water supply, property owner, and plumbing contractor agree to comply with ALL the following conditions:</p> <ul style="list-style-type: none"> <li>▶ All plumbing system modifications/installations shall be installed by individuals authorized to perform plumbing in accordance with the Illinois Plumbing License Law (225 ILCS 520).</li> <li>▶ If installing an open trench, the water service pipe must be encased with a pressure rated pipe (Type K copper not required). If installing via trenchless methods, the water service line must be replaced with Type K copper.</li> <li>▶ The new water service line shall be installed no closer horizontally or vertically to the sewer than the existing service line.</li> <li>▶ Any observed leak, crack, or damage to the sanitary sewer, building sewer, or building drain must be repaired prior to replacing the water service line.</li> <li>▶ All plumbing system installations shall comply with all other parts of the IL Plumbing Code.</li> <li>▶ Adequate documentation verifying compliance with this variance shall be maintained and made available to IDPH upon request, including:               <ol style="list-style-type: none"> <li>1. Street address for installation</li> <li>2. Brief description of why compliance was not practicable</li> <li>3. Brief description of the existing and new service line materials (sewer and sewer if known)</li> <li>4. Installation method</li> <li>5. Date of replacement</li> <li>6. Names of company and individuals who performed the replacement</li> </ol> </li> </ul>
<p>Link to EEI Lead/Creep-Ris Resource Website</p>	<p>For more information, please contact  <b>Kristen Maehrer</b>        at <a href="mailto:kmaehrer@eei.com">kmaehrer@eei.com</a>        or 630.466.6787</p> <p><b>Engineering Enterprises, Inc.</b>        Operating Service - Every Client - Every Day        1000 Lakeshore Center   1000 Lakeshore Center        Naperville, Illinois 60563   Phone Number: 630.466.6787        2022-09-07</p> <p>© July 2022, Engineering Enterprises, Inc.</p>

## *G. Assist with the development of mailers and a website for the Village residents to report the material of their water service line*

EEI will assist with the creation of an ESRI (GIS) based survey for the residents to report the material of their water service line, as well as other pertinent details that will be useful to the Village in subsequent steps in the LSLR process. EEI will also assist with development of the notification mailers. Sending the mailers is a potential additional work item. EEI will also manage the dashboard that will track the results of the survey and review the survey results for accuracy, particularly photos that are uploaded. This is an important step because residents often misidentify service line material, even with clear instructions. EEI will work with Lucity, the Village's existing inventory program, for data sharing and tracking.

## *H. Assist with a plan to coordinate door to door inspections for residents that do not respond to other requests for the identification of their water service line material*

EEI has assisted other communities with door-to-door inspections, both with creation of surveys and conducting the inspections, and can provide options for the Village's consideration. Additional discussion is recommended regarding the benefits of potholing the b-boxes of strategic locations for verification of public-side service line materials.



# PROJECT APPROACH



## POTENTIAL VALUE-ADDED WORK ITEMS FOR CONSIDERATION:

There are some tasks related to the LSLR Program that the Village may consider including with this project that are not currently noted in the RFP scope of work. These items are not required for a LSLR Program but warrant consideration to determine if including them would help the Village meet their goals for the project. These additional tasks include:

- Printing and Mailing Resident Notifications – EEI can assist with this process.
- Final LSLR Plan – the Initial and two Update LSLR Plans are included in the RFP Base Scope of Services, but the Final LSLR Plan, due April 15, 2027, was not included. EEI can complete this required plan.
- Project Plan and Funding Nomination Form (FNF) for the IEPA SRF program. This Project Plan is different from the LSLR Replacement Plan identified in the main scope and is specifically prepared to meet the application requirements for soliciting funding from the IEPA SRF program. If this funding mechanism is a viable option for the Village, it is beneficial to submit the documentation to be eligible for the IEPA Intended Funding List as soon as possible.
- Assistance with LSLR Policies – the Village may desire to establish clear policies about LSLR's, including Village/Homeowner limits of responsibility for replacement of the services, as well as construction details for emergency replacements.
- Village Board Meeting Presentations – if Village Staff desires to provide updates and solicit feedback from elected officials, EEI could prepare update presentations and assist with this effort.
- Public Relations Assistance – if Village Staff and/or elected officials desires to educate the public with these efforts and solicit their feedback, EEI could provide assistance with the following tasks:
  - Community Engagement Meetings
  - Village Website Guidance for a LSLR Page, Including Educational Items and GIS Mapping of Water Service Line Materials
- Design/Construction Engineering Assistance – EEI has prepared Project Manuals with Specifications for several LSLR projects, utilizing different bidding approaches. EEI has also assisted with construction phase engineering services on many of these same projects.

## PROJECT SCHEDULE

EEI anticipates completing all Phase 1 scope of services for the Final Inventory and the Initial LSLR Plan by April 15, 2024. The subsequent Phase 2 LSLR Plan Updates would be completed by April 15, 2025, and April 15, 2026.





# PROPOSED PROJECT SCHEDULE



## ESTIMATED SCHEDULE

<b>CLIENT</b>		<b>PROJECT NUMBER</b>	
Village of Downers Grove		DG2302	
<b>PROJECT TITLE</b>		<b>DATE</b>	<b>PREPARED BY</b>
Lead Water Service Line Inventory and Replacement Plan		6/19/23	STD

TASK NO.	TASK DESCRIPTION	2023												2024					
		APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN			
		<b>PHASE 1 SERVICES</b>																	
1	Project Management																		
2	IL LSLRNA Compliance																		
3	Material Inventory - GIS LSLR Surveys																		
4	Initial 2024 LSLR Plan																		
<b>PHASE 2 SERVICES</b>																			
5	Updated 2025 LSLR Plan	WORK TO BE COMPLETED BETWEEN MAY 2024 AND APRIL 15, 2025																	
6	Updated 2026 LSLR Plan	WORK TO BE COMPLETED BETWEEN MAY 2025 AND APRIL 15, 2026																	





# PROPOSED BASE SCOPE OF SERVICES



# SCOPE OF SERVICES



## LEAD WATER SERVICE LINE INVENTORY AND REPLACEMENT PLAN PRELIMINARY ENGINEERING Village of Downers Grove, IL

The Village of Downers Grove currently estimates there are between 1,000 and 3,000 lead water service lines (LSL) throughout the community. The Village is seeking to initiate preliminary engineering for LSL improvements. Preliminary Engineering includes coordinating with residents who may have a LSL as well as developing an on-line resident survey to assist the Village in material inventory.

Additionally, it is the Village's intent is to develop lead service line replacement plan as required by the Illinois Lead Service Line Replacement and Notification Act.

EEL's proposed work items for Preliminary Engineering for the Village's LSLR Program are as follows:

### **Phase 1**

#### **1. PROJECT ADMINISTRATION**

1. Project Management
  - Budget tracking
  - Management of personnel and the engineering contract
  - General coordination with the village
2. Project Kick-Off Meeting
  - Kick-Off Meeting – EEL will lead a Project Kick-Off Meeting to establish expectations and overall objectives / timelines for the project
  - Project initiation meeting (1 meeting total)
  - Coordination, attendance, and meeting outline and minutes

#### **2. IL LSLR NOTIFICATION ACT COMPLIANCE**

1. Review existing inventory, water main age data, and historic information provided by the Village
2. Explore funding mechanisms, including IEPA State Revolving Fund (SRF) program
3. Develop notices for emergency and planned work involving LSLs
4. Develop procedures for providing NSF/ANSI 42 and NSF/ANSI 53 certified filters for drinking water under the required circumstances.
5. Assist in complying with Illinois Department of Public Health (IDPH) requirements for LSLs
6. Progress Review Meeting with Village to review inventory options and LSLR Notification Act compliance items



# SCOPE OF SERVICES



### 3. MATERIAL INVENTORY – GIS LSLR SURVEYS

1. Assist with the development of mailers to residents to report the material of their water service line via GIS Survey
2. Assisting with Village website content for LSL Information by providing data only
3. Develop GIS Survey 1-2-3 for resident survey and manage survey data on GIS platform for 3700 surveys
  - Weekly e-mail update with link to dashboard for two (2) months
  - Shapefile export at the end of the survey
  - Assist with resident phone calls for up to 10% of the mailers distributed
4. Manage, Review, and Coordinate Resident Survey Data
  - Compile results and manage ArcGIS dashboard
  - Review results for accuracy and make corrections when possible and/or follow up with resident
  - Coordinate data sharing with Village's current inventory tracking program, Lucity
5. Assist with a plan to coordinate door to door inspections for residents who do not respond to the resident survey

### 4. INITIAL LSLR PLAN (DUE APRIL 15, 2024)

Task 1 - Create an Initial LSLR Plan to replace each LSL or galvanized service line connected to downstream lead piping.

- 1.1 Develop plan for posting the LSLR Plan and other related materials on the Village's website.
- 1.2 Summarize the Village's Material Inventory including:
  - Total number of service lines;
  - Total number of suspected lead service lines;
  - Total number of known lead service lines;
  - Total number of lead service lines that have been replaced each year beginning in 2020
- 1.3 Develop a proposed lead service line replacement schedule that includes 1-year, 5-year, 10-year, 15-year, and 20-year goals.
- 1.4 Conduct an analysis of costs and financing options for replacing the lead service lines connected to the community water supply's distribution system, which shall include, but shall not be limited to:
  - A detailed accounting of costs associated with replacing lead service lines and galvanized lines that are or were connected downstream to lead piping;
  - Measures to address affordability and prevent service shut offs for customers or ratepayers; and
  - Consideration of different scenarios for structuring payments between the utility and its customers over time.
- 1.5 Develop a plan for prioritizing high-risk facilities, such as preschools, day care centers, day care homes, group day care homes, parks, playgrounds, hospitals, and clinics, as well as high-risk areas identified by the community water supply.



# SCOPE OF SERVICES



- 1.6 Create a map of the areas where lead service lines are expected to be found and the sequence with which those areas will be inventoried, and lead service lines replaced.
- 1.7 Identify measures for how the community water supply will inform the public of the plan and provide opportunity for public comment.
- 1.8 Identify measures to encourage diversity in hiring in the workforce required to implement the plan.

## Task 2 – Workshops

- 2.2 Workshop #1 – EEI will present preliminary findings and ideas for all the items in Task 1. EEI will also lead a discussion to develop consensus with the Public Works Department on the preferences for each item under Task 1. Attendees will include the Public Works Department and Engineering Division of Public Works.
- 2.3 Workshop #2 - EEI will present the Public Works Department's preferences developed during Workshop #1 to a broader audience and lead a discussion to develop consensus / support with the attendees. Attendees will include the Village Manager's Office, Communications Department, Finance Department, Community Development, and Public Works Department.

## Task 3 - Report Preparation and Presentations – Initial LSLR Plan

- 3.1 Prepare *Draft* Initial LSLR Plan for Village review.
  - Initial draft due to Staff 1/26/24
  - Incorporate comments from Staff and updated plan due 2/16/24
- 3.2 Village Council Presentation
  - 1<sup>st</sup> Reading 3/5/24
  - Approval by Village Council tentative 3/12/24
- 3.3 Finalize Initial LSLR Plan by incorporating comments from staff and the Village Board and the Final Material Inventory.
- 3.4 Submit Initial LSLR Plan by April 15, 2024, to Illinois EPA on behalf of the Village.

## Phase 2

### **5. UPDATED LSLR PLAN DUE APRIL 15, 2025**

1. Prepare Draft Updated LSLR Plan for Village review due 1/31/25
2. Finalize Updated LSLR Plan by incorporating comments from staff.
3. Village Council Presentation/Approval February 2025
4. Submit Updated LSLR Plan by April 15, 2025, to Illinois EPA on behalf of the Village.



# SCOPE OF SERVICES



## 6. UPDATED LSLR PLAN DUE APRIL 15, 2026

1. Prepare Draft Updated LSLR Plan for Village review due 1/31/26.
2. Finalize Updated LSLR Plan by incorporating comments from staff.
3. Village Council Presentation/Approval February 2026.
4. Submit Updated LSLR Plan by April 15, 2026, to Illinois EPA on behalf of the Village.

## POTENTIAL ADDITIONAL WORK ITEMS – INCLUDED IN FEE ESTIMATES AS ADDITIONAL SERVICES/COSTS

### 7. MATERIAL INVENTORY – GIS LSLR SURVEYS – PRINTING AND MAILING RESIDENT NOTIFICATIONS (ASSOCIATED WITH WORK ITEM NO. 3)

1. Prepare, print, and mail approximately 3,700 mailers per each community notification. A total of three (3) community notifications will be prepared for the following:
  - Online Resident Survey (three total; includes two reminders)
  - Does Not Include Envelopes (by Village)

### 8. FINAL LSLR PLAN DUE APRIL 15, 2027

1. Prepare Draft Updated LSLR Plan for Village review due 1/31/27.
2. Finalize Updated LSLR Plan by incorporating comments from staff.
3. Village Council Presentation/Approval February 2027.
4. Submit Updated LSLR Plan by April 15, 2027, to Illinois EPA on behalf of the Village.

## EXCLUSIONS AND POTENTIAL ADDITIONAL WORK ITEMS

### Exclusions

- Address list development. Address list for the community notifications will be provided by the Village in excel format

### Potential Additional Work Items – Fees are Variable Depending on Particular Desired Scope, so Costs Not Included in Fee Estimates and Requires Further Discussion

- Development of Village LSLR program webpage
- Schedule and perform home assessments
- Temporary construction easement waiver preparation, coordination with residents, and acquisition
- Attendance at Village Board meetings
- Project Plan and Funding Nomination Form for IEPA SRF Funding
- Village Board Meeting Presentations
- Financial cost option analysis (i.e., rate studies, payment structures)
- Development of Village policies as related to LSLR
- Public Relations Assistance
- Design/Construction Engineering





# PROPOSED OVERALL NOT-TO-EXCEED COST



## ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST PROFESSIONAL ENGINEERING SERVICES

<b>CLIENT</b>		<b>PROJECT NUMBER</b>	
Village of Downers Grove		DG2302	
<b>PROJECT TITLE</b>		<b>DATE</b>	<b>PREPARED BY</b>
Lead Water Service Line Inventory and Replacement Plan		6/19/23	STD

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	SPE II	PE	GIS Tech	ADMIN			HOURS	COST
		PERSON	STD	TGH	KMM	KA	MJT	DRA				
		RATE	\$239	\$231	\$196	\$165	\$125	\$70				
<b>SUMMARY OF SERVICES - PHASE 1</b>												
1	Project Management		4	6	8	4	-	-	-	-	22	\$ 4,570
2	IL LSLRNA Compliance		8	-	24	16	-	-	-	-	48	\$ 9,256
3	Material Inventory - GIS LSLR Surveys		12	-	28	40	98	-	-	-	178	\$ 27,206
4	Initial 2024 LSLR Plan		8	42	45	53	6	1	-	-	155	\$ 29,999
<b>Summary of Service - Phase 1 Total:</b>			<b>32</b>	<b>48</b>	<b>105</b>	<b>113</b>	<b>104</b>	<b>1</b>	<b>-</b>	<b>-</b>	<b>403</b>	<b>\$ 71,031</b>
<b>SUMMARY OF SERVICES - PHASE 2</b>												
5	Updated 2025 LSLR Plan		1	6	7	11	3	3	-	-	31	\$ 5,397
6	Updated 2026 LSLR Plan		1	6	7	11	3	3	-	-	31	\$ 5,397
<b>Summary of Service - Phase 2 Total:</b>			<b>2</b>	<b>12</b>	<b>14</b>	<b>22</b>	<b>6</b>	<b>6</b>	<b>-</b>	<b>-</b>	<b>62</b>	<b>\$ 10,794</b>
<b>BASE SCOPE OF SERVICES (PHASES 1 AND 2) PROJECT TOTAL:</b>			<b>34</b>	<b>60</b>	<b>119</b>	<b>135</b>	<b>110</b>	<b>7</b>	<b>-</b>	<b>-</b>	<b>465</b>	<b>\$ 81,825</b>

**ADDITIONAL SERVICE: MAILERS - TOTAL: \$ 20,343**

**ADDITIONAL SERVICE: FINAL LSLR PLAN TOTAL: \$ 5,397**

**THIS IS THE OVERALL SUMMARY OF PROJECT FEES. A BREAKDOWN OF FEES FOR EACH WORK ITEM IS INCLUDED IN THE FOLLOWING PAGES**



# PROJECT FEE SCHEDULE



## ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST PROFESSIONAL ENGINEERING SERVICES

<b>CLIENT</b>		<b>PROJECT NUMBER</b>	
Village of Downers Grove		DG2302	
<b>PROJECT TITLE</b>		<b>DATE</b>	<b>PREPARED BY</b>
Lead Water Service Line Inventory and Replacement Plan		4/24/23	KMM

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	SPE II	PE	GIS Tech	ADMIN			HOURS	COST
		PERSON	STD	TGH	KMM	KA	MJT	DRA				
		RATE	\$239	\$231	\$196	\$165	\$125	\$70				
<b>SCOPE ITEM 1: PROJECT ADMINISTRATION</b>												
1.1	Project Management		2	2	2						6	\$ 1,332
1.2	Project Kickoff Meeting		2	4	6	4					16	\$ 3,238
<b>Scope Item 1: Project Administration Subtotal:</b>			4	6	8	4	-	-	-	-	22	\$ 4,570
<b>SCOPE ITEM 2: IL LSLRNA COMPLIANCE</b>												
2.1	Review Existing Inventory, WM Age Data, and Historic Information		2		8	12					22	\$ 4,026
2.2	Explore Funding Mechanisms		3		4						7	\$ 1,501
2.3	Develop Notices for Emergency & Planned Work				2	2					4	\$ 722
2.4	Develop Filter Procedures				2	2					4	\$ 722
2.5	IDPH Compliance		1		4						5	\$ 1,023
2.6	Progress Review Meeting		2		4						6	\$ 1,262
<b>Scope Item 2: IL LSLRNA Compliance Subtotal:</b>			8	-	24	16	-	-	-	-	48	\$ 9,256
<b>SCOPE ITEM 3: GIS LSL SURVEYS</b>												
3.1	Assist with the Development of Mailers to Residents		3		4		2				9	\$ 1,751
3.2	Assist with Village Website Content		2		4						6	\$ 1,262
3.3	Prepare GIS Resident Survey		2		8		16				26	\$ 4,046
3.4	Manage, Review, and Coordinate Resident Survey Data		4		8	40	80				132	\$ 19,124
3.5	Develop Door-to-Door Notification/Inspection Plan with Village		1		4						5	\$ 1,023
<b>Scope Item 3: GIS LSL Surveys Subtotal:</b>			12	-	28	40	98	-	-	-	178	\$ 27,206
<b>PHASE 1, SCOPE ITEMS 1 - 3 TOTAL:</b>			24	6	60	60	98	-	-	-	248	41,032

**Notes**

Expenses for printing and mailing flyers is included in an Alternate Direct Expense Item.



# PROJECT FEE SCHEDULE



ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST PROFESSIONAL ENGINEERING SERVICES										
CLIENT						PROJECT NUMBER				
Village of Downers Grove						DG2302				
PROJECT TITLE						DATE	DATE	PREPARED BY		
Lead Water Service Line Inventory and Replacement Plan						4/24/23		TGH		
TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	SR PE II	PE	GIS Tech	ADMIN	HOURS	COST
		PERSON	STD	TGH	KMM	KA	MJT	DRA		
		RATE	\$239	\$231	\$196	\$165	\$125	\$70		
<b>PHASE 1, SCOPE ITEM 4 - INITIAL LEAD SERVICE LINE REPLACEMENT PLAN</b>										
<b>TASK 1 Create a Preliminary LSLR Plan</b>										
1.1	Develop plan for posting LSLR Plan on Village website			2	2	2			6	\$ 1,184
1.2	Summarize the Village's Material Inventory			2	1	1			4	\$ 823
1.3	Develop replacement schedule			4	4	4			12	\$ 2,368
1.4	Conduct cost analysis			4	4	4			12	\$ 2,368
1.5	Develop prioritization plan			2	2	2			6	\$ 1,184
1.6	Create map of LSLs showing replacement sequencing			4	4	4	4		16	\$ 2,868
1.7	Identify plan to inform the public			2	2	2			6	\$ 1,184
1.8	Identify plan to encourage diversity in the workforce			2	2	2			6	\$ 1,184
<b>Subtotal:</b>			-	22	21	21	4	-	68	\$ 13,163
<b>TASK 2 Meetings and Workshops</b>										
2.1	Workshop #1 - Public Works		2	4	4	4			14	\$ 2,846
2.2	Workshop #2 - Integrated Services, Finance, et al.		2	4	4	4			14	\$ 2,846
<b>Subtotal:</b>			4	8	8	8	-	-	28	\$ 5,692
<b>TASK 3 Report Preparation and Presentation</b>										
3.1	Preliminary LSLR Plan - Draft for Review		1	4	8	16	1		30	\$ 5,496
3.2	Preliminary LSLR Plan - Presentation to Village Board		2	4	4	4			14	\$ 2,846
3.3	Preliminary LSLR Plan - Final		1	4	4	4	1	1	15	\$ 2,802
<b>Subtotal:</b>			4	12	16	24	2	1	59	\$ 11,144
<b>PHASE 1, SCOPE ITEM 4 - INITIAL LSLR PLAN SUBTOTAL:</b>			8	42	45	53	6	1	155	29,999
<b>PHASE 2 - UPDATED LEAD SERVICE LINE REPLACEMENT PLANS</b>										
<b>Scope Item 5: Update Lead Service Line Replacement Plan (April 15, 2025)</b>										
1	Prepare Draft Updated LSLR Plan			4	4	8	1	1	18	\$ 3,223
2	Finalize Updated LSLR Plan		1	2	2	2	2	2	11	\$ 1,813
3	Submit Updated LSLR Plan by April 15, 2025				1	1			2	\$ 361
<b>Subtotal:</b>			1	6	7	11	3	3	31	\$ 5,397
<b>Scope Item 6: Update Lead Service Line Replacement Plan (April 15, 2026)</b>										
1	Prepare Draft Updated LSLR Plan			4	4	8	1	1	18	\$ 3,223
2	Finalize Updated LSLR Plan		1	2	2	2	2	2	11	\$ 1,813
3	Submit Updated LSLR Plan by April 15, 2026				1	1			2	\$ 361
<b>Subtotal:</b>			1	6	7	11	3	3	31	\$ 5,397
<b>PHASE 2 UPDATED LSLR PLANS TOTAL:</b>			2	12	14	22	6	6	62	10,794

**Notes**  
Project Kickoff Meeting Included in LSLR Inventory Scope



# PROJECT FEE SCHEDULE



## ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST PROFESSIONAL ENGINEERING SERVICES

<b>CLIENT</b>		<b>PROJECT NUMBER</b>	
Village of Downers Grove		DG2302	
<b>PROJECT TITLE</b>		<b>DATE</b>	<b>PREPARED BY</b>
Lead Water Service Line Inventory and Replacement Plan		4/24/23	KMM

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPE	PE	GIS Tech	ADMIN	HOURS	COST
		PERSON	STD	KMM	KA	MJT	DRA		
		RATE	\$239	\$196	\$165	\$125	\$70		
<b>ADDITIONAL SERVICE - GIS LSL SURVEYS - PRINTING AND MAILING RESIDENT NOTIFICATIONS</b>									
3.1	Prepare, Print, and Mail Community Notifications (3 Total)						48	48	\$ 3,360
<b>Additional Service - GIS LSL Surveys Subtotal:</b>		-	-	-	-	-	48	48	\$ 3,360
<b>ADDITIONAL SERVICE - MAILERS - PROJECT TOTAL:</b>		-	-	-	-	-	48	48	3,360

**Notes**

Printing = 3,700 mailers x 3 notifications; one page double sided color @ \$1.00/each

<b>DIRECT EXPENSES (ALTERNATE)</b>	
Postage =	\$ 5,883
Printing =	\$ 11,100
<b>DIRECT EXPENSES =</b>	<b>\$ 16,983</b>

<b>LABOR SUMMARY</b>	
EEL Labor Expenses =	\$ 3,360
<b>TOTAL LABOR EXPENSES</b>	<b>\$ 3,360</b>

<b>TOTAL COSTS</b>	<b>\$ 20,343</b>
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# PROJECT FEE SCHEDULE



## ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST PROFESSIONAL ENGINEERING SERVICES

<b>CLIENT</b>		<b>PROJECT NUMBER</b>		
Village of Downers Grove		DG2302		
<b>PROJECT TITLE</b>		<b>DATE</b>	<b>DATE</b>	<b>PREPARED BY</b>
Lead Water Service Line Inventory and Replacement Plan		4/24/23		TGH

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SR PM	SR PE II	PE	GIS Tech	ADMIN	HOURS	COST
		PERSON	STD	TGH	KMM	KA	MJT	DRA		
		RATE	\$239	\$231	\$196	\$165	\$125	\$70		
<b>ADDITIONAL SERVICES - FINAL LEAD SERVICE LINE REPLACEMENT PLAN</b>										
<b>1 Final Lead Service Line Replacement Plan (April 15, 2027)</b>										
1.1	Prepare Draft Updated LSLR Plan			4	4	8	1	1	18	\$ 3,223
1.2	Finalize Updated LSLR Plan		1	2	2	2	2	2	11	\$ 1,813
1.3	Submit Final LSLR Plan by April 15, 2027				1	1			2	\$ 361
<b>Subtotal:</b>			<b>1</b>	<b>6</b>	<b>7</b>	<b>11</b>	<b>3</b>	<b>3</b>	<b>31</b>	<b>\$ 5,397</b>
<b>ADDITIONAL SERVICE: FINAL LSLR PLAN TOTAL:</b>			<b>1</b>	<b>6</b>	<b>7</b>	<b>11</b>	<b>3</b>	<b>3</b>	<b>31</b>	<b>5,397</b>





# PROPOSAL:

PROFESSIONAL ENGINEERING SERVICES

## LEAD WATER SERVICE LINE INVENTORY AND REPLACEMENT PLAN

APRIL 24, 2023



### V. PROPOSAL/CONTRACT FORM

\*\*\*THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.

Entire Block Must Be Completed When A Submitted Proposal Is To Be Considered For Award

**PROPOSER:**

Engineering Enterprises, Inc.

Company Name

Date: April 21st, 2023

sdennison@eeiweb.com

Email Address

52 Wheeler Rd.

Street Address of Company

Stephen T. Dennison, PE, Senior Project  
Manager / Principal

Contact Name (Print)

Sugar Grove, IL 60554

City, State, Zip

(630) 466-6700

13-Hour Telephone

(630) 466-6700

Business Phone

  
Signature of Officer, Partner or  
Sole Proprietor

(630) 466-6701

Fax

Bradley P. Sanderson, PE, COO / President  
Print Name & Title

ATTEST: If a Corporation

  
Signature of Corporation Secretary

**VILLAGE OF DOWNERS GROVE:**

\_\_\_\_\_  
Authorized Signature

ATTEST:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Village Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.



### VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

**BUSINESS (PLEASE PRINT OR TYPE):**

NAME: Engineering Enterprises, Inc.

ADDRESS: 52 Wheeler Rd.

CITY: Sugar Grove

STATE: Illinois

ZIP: 60554

PHONE: (630) 466-6700 FAX: (630) 466-6701

TAX ID #(TIN): 36-3180569

(If you are supplying a social security number, please give your full name.)

**REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**TYPE OF ENTITY (CIRCLE ONE):**

- Individual
- Sole Proprietor
- Partnership
- Corporation**
- Charitable/Nonprofit
- Limited Liability Company – Member-Managed
- Limited Liability Company- Manager-Managed
- Medical
- Government Agency

SIGNATURE: *David M. Mylch*

DATE: 4/21/2023

**PROPOSER'S CERTIFICATION (page 1 of 3)**

With regard to Lead Water Service Line Inventory and Replacement Plan, Proposer Engineering Enterprises, Inc. hereby certifies the following:  
(Name of Project) (Name of Proposer)

1. Proposer is not barred from bidding this Contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS 5/2-105(A)(4);
3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: [Signature]  
Proposer's Authorized Agent Signature

3 6 = 3 1 8 0 5 6 9

**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

or \_\_\_\_\_  
Social Security Number

Subscribed and sworn to before me  
this 21<sup>st</sup> day of April, 2023.

Nicholas J Michels  
Notary Public



**PROPOSER'S CERTIFICATION (page 2 of 3)**

(Fill Out Applicable Paragraph Below)

**(a) Corporation**

The Proposer is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of Engineering Enterprises, Inc., and the full names of its Officers are as follows:

President: Bradley P. Sanderson, PE, COO / President

Secretary: Denise M. Miglorini, CFO / Vice President

Treasurer: Type text here

and it does have a corporate seal. (In the event that this Proposal is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

**(b) Limited Liability Company (LLC)**

The Bidder is a LLC organized and existing under the laws of the State of \_\_\_\_\_, which operates under the legal name of \_\_\_\_\_, and the full names of its managers or members are as follows:

Manager or Member: \_\_\_\_\_

Manager or Member: \_\_\_\_\_

Manager or Member: \_\_\_\_\_

Manager or Member: \_\_\_\_\_

**(c) Partnership**

Names and Addresses of All Members of Partnership:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The partnership does business under the legal name of: \_\_\_\_\_  
which name is registered with the office of \_\_\_\_\_ in the State of \_\_\_\_\_

PROPOSER'S CERTIFICATION (page 3 of 3)

**(d) Sole Proprietor**

The Proposer is a Sole Proprietor whose full name is: \_\_\_\_\_

and if operating under a trade name, said trade name is: \_\_\_\_\_

which name is registered with the office of \_\_\_\_\_ in the State of \_\_\_\_\_

5. Are you willing to comply with the Village's preceding insurance requirements within 10 days of the award of the contract? YES NO (circle one)

Insurer's Name Prof. Liability - Aspen American Ins. Co | Gen Liab. Business Ins. - West Bend Mutual Ins. Co.

Agent Presidio | Volkman Ins. Agency

Street Address 55 Shuman Blvd. | 161 S. Lincolnway, Suite 206  
City, State, Zip Code Naperville, IL 60563 | North Aurora, IL 60542

Telephone Number 630-513-6600 | 630-897-8824

**I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.**

Print Name of Company: Engineering Enterprises, Inc.

Print Name and Title of Authorizing Signature: Bradley P. Sanderson, PE, COO / President

Signature: 

Date: 4/21/2023

See original copies for official seal above

**Suspension or Debarment Certificate**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Proposer certifies to the best of its knowledge and belief, that the company and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;
- 2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

**If the Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to this certification.**

Company Name: Engineering Enterprises, Inc.

Address: 52 Wheeler Rd.

City: Sugar Grove Zip Code: 60554

Telephone: ((630) 466-6700 Fax Number: ((630) 466-6701

E-mail Address: bsanderson@eeiweb.com

Authorized Company Signature: 

(Print)Name: Bradley P. Sanderson Title of Official: COO / President

Date: 4/21/2023

**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 bid submission, an executed Campaign Disclosure Certificate.

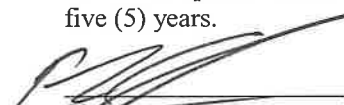
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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: \_\_\_\_\_

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

  
\_\_\_\_\_  
Signature

Bradley P. Sanderson  
Print Name

Proposer/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