

June 24, 2025

Joshua Burman Director of Public Works Village of Homewood 2020 Chestnut Road Homewood, Illinois 60430

Re: Proposal for Design and Bidding of Lead Service Line Replacement FY26 (EPA Loan Project Number: L177418)

Dear Mr. Burman:

Burns & McDonnell Engineering Co., Inc. (BMcD) is pleased to provide this proposal for Engineering Services and Construction Services to assist the Village of Homewood (Village) in designing and bidding the Lead Service Line Replacement (LSLR) FY26 project in accordance with the United States Environmental Protection Agency (USEPA) State Revolving Loan Fund (SRF) and Illinois Environmental Protection Agency (IEPA) requirements.

PROJECT UNDERSTANDING

The IEPA's Draft 2026 Intended Use Plan (IUP) reserved Loan Funding for the Village of Homewood's Lead Service Line Plan for the full value requested, \$4,137,498. This loan would be repaid to the State of Illinois over a 30-year or 40-year term with 0% interest, and the Draft IUP reserves \$2,000,000 of Principal Forgiveness on the loan.

BMcD has assisted the Village in developing a Lead Service Line Replacement Plan and the Project Plan and Funding Nomination Form that were submitted to the IEPA. The Design and Bidding of Lead Service Line Replacement FY26 (EPA Loan Project Number: L177418) project will develop a Contract Package of Drawings and Specifications and coordinate the bidding in a manner consistent with IEPA SRF requirements. The professional services under this agreement are eligible for retroactive financing by the IEPA SRF, as discussed further in the Funding Allocation section.

Task 1: Project Management and Coordination

This task includes project management, coordination with the Village, and internal coordination with Burns & McDonnell staff for Tasks 2 and 3.

Task 2: Contract Package of Specifications and Drawings

BMcD will develop detailed engineering drawings and specifications for the Village's 2025 Lead Service Line Replacement Program that include:

- 1. Engineering Drawings that include the locations of the lead service line replacements, standard details, and restoration activities.
- 2. Specifications that address the requirements for receiving State Revolving Loan Funding (summarized in the attached check list), material and equipment for lead service line



replacements, and restoration activities.

Meetings and Deliverables:

- One (1) in-person kickoff meeting with the Village to discuss project scope and schedule
- One (1) virtual meeting to discuss the Draft Contract Package of Specifications and Drawings
- One (1) Draft Contract Package of Specifications and Drawings delivered electronically in .pdf format
- One (1) Final Contract Package of Specifications and Drawings delivered electronically in .pdf format

Task 3: Bidding

BMcD will provide electronic copies of the final Issued for Bid documents to the Village in PDF format to advertise to potential Bidders. BMcD will prepare for and conduct one pre-bid meeting and review bidder questions and requests for clarification, respond to questions in writing and prepare/issue addenda as necessary. BMcD will attend the bid opening, review and evaluate bids for completeness, develop and review the bid tabulation, verify contractor representations, check references, and make a written recommendation for contract award.

Meetings and Deliverables:

- One (1) in-person Pre-Bid Meeting with potential bidders
- One (1) in-person Bid Opening Meeting with the Village
- One (1) Bid Tabulation and Recommendation delivered electronically in .pdf format

PROJECT EXCLUSIONS

- 1. Topographic survey
- 2. BMcD is not advertising the bid, only providing bid documents to Homewood to advertise.
- 3. The Bid Period will last a maximum of six (6) weeks.
- 4. Specialty, site-specific lead service line replacement design (e.g. for residences located on IDOT and/or County streets)
- 5. Private property inspections
- 6. Private property coordination
- 7. Temporary construction easements or easement coordination
- 8. LSL general contracting services and construction
- 9. Developing and maintaining a website
- 10. Rate study



- 11. Community engagement meetings
- 12. Attendance, presentations, and memos related to Board meetings
- 13. Permitting (IEPA Construction Permit, Cook County Department of Transportation and Highways, Illinois Department of Transportation)
- 14. Geotechnical and Environmental Investigations

SCHEDULE

- 1. Submit Pre-Final Contract Package August 29th, 2025
 - a. Submit Draft Specifications and Drawings to the Village of Homewood and the IEPA for review
- 2. Complete Coordination with IEPA for Loan Approval prior to December 31st, 2025
 - a. Contract to conclude upon receiving the loan

COMPENSATION

Burns & McDonnell proposes to perform Tasks 1 through 3 on a lump sum basis of **\$90,000**. See summary table below.

Task Description		<u>Task Total</u>	
Task 1 - Project Management and Coordination	\$	6,194	
Task 2 - Contract Package of Specifications and Drawings	\$	65,398	
Task 3 - Bidding	\$	18,408	
Scope Total	\$	90,000	

FUNDING ALLOCATION

The professional services dedicated to the Lead Service Line Replacement FY26 (EPA Loan Project Number: L177418) performed prior to the loan being approved and issued are eligible to be retroactively financed by the IEPA SRF. When the Village is approved for the loan, the Village will be eligible for reimbursement for those services through the loan with the terms discussed in the Project Understanding. This project will span multiple categories of professional services (Design Engineering and Construction Engineering). Task 1 and Task 2 will be categorized as Design Engineering and Task 3 categorized as Construction Engineering for the purposes of seeking retroactive financing from the IEPA SRF.

The contract values of work completed to date, as well the value for each category of expense submitted in the IEPA SRF Project Plan and Funding Nomination Form in March, 2025, are



included in table below.

Agreement	IEPA SRF Category	Contract Value	Value Requested from IEPA***
Lead Service Line Replacement Plan*	Design Services	\$66,983.00	\$66,983.00
Design and Bidding of Lead Service Line Replacement FY26 Task 1: Project Management and Coordination Task 2: Contract Package of Specifications and Drawings	Design Services	\$71,592.00	\$75,000.00
Design and Bidding of Lead Service Line Replacement FY26 Task 3: Bidding	Construction Engineering**	\$18,408.00	\$347,000.00

*The Lead Service Line Replacement Plan project was executed on June 6th, 2024.

An additional Construction Management Contract will need to be executed prior to the Loan Application Submittal in November to receive IEPA SRF funding for the professional services. *These are the values requested and set aside by the IEPA. Contract values that exceed those requested may not be financed in full. Unused funds that have been Requested from IEPA will be allocated to the forthcoming Construction Management contract for Construction

Engineering Services. - Paul Hurley, 6/27/25

TERMS AND CONDITIONS

To comply with the IEPA SRF requirements for Engineering and Professional Services financed by the Loan, the Agreement Terms and Conditions shall be modified to include the following clauses:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters (compliance with Executive Order 12549):

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal 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; 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 government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default. I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Audit and Access to Records Clause:

- 1. Books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- 2. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- 3. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- 4. The final audit report shall include the written comments, if any, of the audited parties.
- 5. Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365.650 or Section 662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of



the appeal, litigation, claim or exception.

Covenant Against Contingent Fees:

The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

USEPA nondiscrimination clause:

The Engineer shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Engineer to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

USEPA fair share percentage clause:

The Engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the PWS Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs.



GENERAL CONSIDERATIONS

If this proposal is satisfactory, please sign and date this document and the attached Terms and Conditions Professional Services and return one signed copy of each to us to effect an Agreement. The attached Terms and Conditions Professional Services are incorporated in and made a part of the Agreement. Should you have any questions or require additional information, please feel free to contact me at peclifford@burnsmcd.com or (872) 999-8637.

Sincerely, Burns & McDonnell

Patrick Clifford, P.E. Regional Global Practice Manager Water

Accepted for the Village of Homewood, Illinois

(Signature)

(Title)

(Date)