

**AGREEMENT
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND BURNS AND MCDONNELL ENGINEERING COMPANY, INC.
FOR WATER AND SEWER UTILITY SYSTEM RATE STUDY**

This professional services agreement (hereinafter referred to as the AGREEMENT), made this 24th day of February 2026, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Burns & McDonnell Engineering Company, Inc., licensed to do business in the State of Illinois, with offices at 9400 Ward Parkway, Kansas City, MO 64114; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a “party” or together as the “parties.”

RECITALS

WHEREAS, the COUNTY by virtue of its powers set forth in “Counties Code” (55 ILCS 5/5-1001 *et seq.*) and “General Powers of the County Board” (55 ILCS 5/5-15007 *et seq.*) is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY requires professional rate analysis services from the CONSULTANT to conduct an independent rate study of its water and sanitary sewer utilities to assist the COUNTY with determining future user rates;(hereinafter referred to as “PROJECT”); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional water and sewer utility system rate study services and is willing to perform the required services for an amount not to exceed Forty-One Thousand Seven Hundred Sixty Three Dollars and 00/100 (\$41,763.00); and

WHEREAS, the CONSULTANT acknowledges that it is qualified to perform the services covered by this AGREEMENT and is in good standing and has not been barred from performing professional services; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION

- 1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

- 1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and made a part hereof.

2.0 SCOPE OF SERVICES

- 2.1 Services are to be provided by the CONSULTANT according to the Scope of Work, specified as Exhibit A, attached hereto. The CONSULTANT shall complete all the services set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein. The CONSULTANT agrees to obtain all necessary permits requested by the COUNTY when required to do so.
- 2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other group and the CONSULTANT concerning the PROJECT.
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT. Any such changes, including any increase or decrease in the CONSULTANT'S compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.
- 2.4 The relationship of the CONSULTANT to the COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT or its sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT'S employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.
- 2.5 Services deemed to be a professional service under this AGREEMENT shall be performed and/or supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.
- 2.6 Neither the CONSULTANT, nor the CONSULTANT'S employees, shall be retained as expert witnesses by the COUNTY except as by separate agreement.

3.0 NOTICE TO PROCEED

- 3.1 Authorization to proceed shall be given on behalf of the COUNTY by the Director of Public Works (hereinafter referred to as the "Director"), in the form of a written Notice to Proceed following execution of this AGREEMENT by the County Board Chair.

Authorization to proceed with various tasks described in Exhibit A will be given to the CONSULTANT by representatives of the Department of Public Works.

- 3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including but limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.3, 7.4, 8.2, 8.3, 15.3 and 21.2, as well as any requirements contained in Exhibit B attached hereto.
- 3.3 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the submittal, unless otherwise directed in writing by the Director or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

- 4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or services under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new and/or modified billing rates (Exhibit A) and/or fee schedules as referenced in Paragraph 7.3.
- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 25.2 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in services for the COUNTY on the PROJECT or Work Orders.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements for professional services on the PROJECT after the COUNTY issues its written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in Exhibit A the CONSULTANT shall submit a schedule for completion of the PROJECT within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder

shall be completed by November 30, 2026, unless the term of this AGREEMENT is extended in conformity with Article 14 below.

- 5.3 If the CONSULTANT is delayed at any time in the progress of the PROJECT by any act or neglect of the COUNTY or by any employee of the COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control, the sole remedy and allowance shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with the CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES

- 6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or 14 days after notice of termination or when the Director directs, the deliverables specified in **Exhibit B**.

7.0 COMPENSATION

- 7.1. The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed Forty-One Thousand Seven Hundred Sixty Three Dollars and 00/100 (\$41,763.00). This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to perform services which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such services until this AGREEMENT is modified pursuant to Article 14.0.
- 7.3 For services performed by the CONSULTANT, the COUNTY shall pay a fixed fee not to exceed \$41,763.00. The fixed fee includes all costs the COUNTY will reimburse the CONSULTANT for its performance of the work defined in Exhibit A.
 - 7.3.a If overtime/weekend/holiday (o/w/h) rates are expressly allowed under the AGREEMENT or a modification thereto, but such rates are not otherwise specified, the o/w/h rate for each category shall be no more than one hundred fifty percent (150%) of the stated normal rate for that category. The o/w/h rate, when allowed, shall only be permitted if any CONSULTANT personnel have

worked more than 40 hours in a given week (Sunday-Saturday) on the PROJECT or Work Order(s).

7.3.b If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT: (i) The CONSULTANT may only change the hourly billing rates stated in Exhibit A once per calendar year; (ii) hourly billing rates may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous hourly billing rates change; and (iii) the CONSULTANT shall provide the COUNTY with forty-five (45) days' notice of any proposed change in hourly billing rates. The CONSULTANT shall not invoice the COUNTY using increased hourly billing rates without compliance to the notice requirements listed above.

7.4 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at <http://www.state.il.us/agency/idol/> or calling 312-793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.

7.5 The CONSULTANT shall submit invoices, for services rendered including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall be required to submit a monthly progress report to the COUNTY even if a monthly invoice is not submitted to the COUNTY. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Payment will not be made for services completed or expenses incurred more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. When requested by the COUNTY, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced services.

- 7.6 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount-invoiced for services completed in accordance with this AGREEMENT, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act."
- 7.7 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the parties. The COUNTY shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any other remedies the COUNTY may have under the law or this AGREEMENT.
- 7.8 Upon acceptance of all deliverables specified in Exhibit B of this AGREEMENT, final payment shall be made to the CONSULTANT, including any retainage.

8.0 CONSULTANT'S INSURANCE

8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:

8.1.a **Worker's Compensation Insurance** in the statutory amounts.

8.1.b **Employer's Liability Insurance** in an amount of one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee & policy limit/disease.

8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with limits of one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) in the annual aggregate for bodily injury/property damage. **An Endorsement must also be provided including the County of DuPage c/o the Director of Public Works/County Engineer, DuPage County Department of Public Works, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured as required by written contract. This additional insured endorsement is to be on a primary basis and include a waiver of subrogation endorsement.**

8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with a limit of one million dollars (\$1,000,000.00) for any one occurrence of death, bodily

injury or property damage. An Endorsement must also be provided including the County of DuPage c/o the Director of Public Works/County Engineer, DuPage County Department of Public Works, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured as required by written contract. This additional insured endorsement is to be on a primary basis and include a waiver of subrogation endorsement.

- 8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with limits of one million dollars (\$1,000,000.00) per claim and in the aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY a certificate of insurance at the beginning of each year evidencing same.
- 8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well notice of all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.
- 8.3 The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e, CONSULTANT'S insurance providers shall be authorized to do business in the State of Illinois; and shall include the specific coverage and be written for the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled until thirty (30) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which ten (10) days prior written notice has been given to the COUNTY.
- 8.4 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT, including the COUNTY as an additional insured in the same coverage types and amounts as the CONSULTANT, per Section 8.0. The COUNTY retains the right to obtain evidence of sub-consultants insurance coverage at any time.

8.5 COUNTY and CONSULTANT release each other and waive all rights of subrogation against each other and their officers, directors, or employees for damage covered by property insurance during and after the completion of CONSULTANT'S services.

9.0 INDEMNIFICATION

9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property to the extent caused or contributed to by the CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.

9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officer and employees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove the CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The CONSULTANT'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) or otherwise available to it, or to the CONSULTANT, under the law.

9.5 In no event will CONSULTANT be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased costs, loss of revenue or profit, lost production, claims by customers of COUNTY, and/or governmental fines or penalties.

9.6 Except in the case of intentional misrepresentation, fraud, intentional torts, gross negligence or the costs of defense and indemnification related to personal/bodily injury, including wrongful death, or third party property damage required by paragraph 9.1, above, CONSULTANT's aggregate liability for all other damages connected with its services for the Project, whether or not covered by CONSULTANT's insurance, will not exceed \$1,000,000.

10.0 SATISFACTORY PERFORMANCE

- 10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional engineering firms practicing in DuPage County and the State of Illinois.
- 10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.
- 10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY'S option have the responsibility to cure same under this provision.
- 10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

11.0 BREACH OF CONTRACT

- 11.1 In the event of any breach of this AGREEMENT, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach, and the breaching party shall be allowed a reasonable opportunity to cure said breach. Either party's failure to timely cure any breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) days' notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below, and in such a case, ten (10) days' written notice to the breaching party is sufficient notice. Notwithstanding the above term, the CONSULTANT'S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1 below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT. Any breach of any covenant or term of this AGREEMENT by one or more of the CONSULTANT'S sub-consultants shall be deemed a breach by CONSULTANT subject to the terms of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS

- 12.1 The CONSULTANT agrees that any and all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY.
- 12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.
- 12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.
- 12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to the COUNTY.

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

- 13.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.
- 13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, *et seq.*, and with all rules and regulations established by the Department of Human Rights.
- 13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, *et seq.*; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).

- 13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.
- 13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of the CONSULTANT'S services under this AGREEMENT.
- 13.6 **In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2)**, the COUNTY is required to collect and electronically publish data from all consultants and subconsultants as to: (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 *et seq.*); and (2) whether the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced categories. If self-certifying, the consultants and subconsultants shall disclose whether they qualify as a small business under federal Small Business Administration standards. **In compliance with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY'S award of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must complete the Awarded Vendor Questionnaire (found at <https://mww.dupageco.org/>).**
- 13.7 The CONSULTANT acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. The CONSULTANT agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

14.0 MODIFICATION OR AMENDMENT

- 14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.
- 14.2 The CONSULTANT agrees to submit changes for Scope of Work or compensation on a COUNTY designated form.

15.0 TERM OF THIS AGREEMENT

- 15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
 - (b) The expiration of this AGREEMENT on November 30, 2026, or to a new date agreed upon by the parties, or
 - (c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2026.
- 15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above or after the early termination of this AGREEMENT. The COUNTY is not liable and will not reimburse the CONSULTANT for any work performed after the expiration or termination date of the AGREEMENT. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 6.1, above.
- 15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to paragraph 14.1 above.

16.0 TERMINATION

- 16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from COUNTY at COUNTY'S election.
- 16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for services rendered prior to termination. There shall be no termination expenses.
- 16.3 Upon termination of the AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, the CONSULTANT shall provide all deliverables within fourteen (14) days of termination of this AGREEMENT in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT

- 17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.
- 17.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.
- 17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 17.4 In event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

18.0 ASSIGNMENT

- 18.1 Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing.

19.0 SEVERABILITY

- 19.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.
- 19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

20.0 GOVERNING LAW

- 20.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 20.2 The venue for resolving any disputes concerning the parties' respective performance under this AGREEMENT shall be the Judicial Circuit Court for DuPage County.

21.0 NOTICES

21.1 Any required notice shall be sent to the following addresses and parties:

Burns and McDonnell Engineering Company, Inc.
9400 Ward Parkway
Kansas City, MO 64114
ATTN: David Naumann
Sr. Project Manager
Phone: 816-822-4207
Email: dnaumann@burnsmcd.com

DuPage County Public Works
421 N. County Farm Road
Wheaton, IL 60187
ATTN: Nick Kottmeyer, Chief Administrative Officer
Phone: 630.407.6805
Email: Nick.kottmeyer@dupagecounty.gov

21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00a.m.-4:30p.m. CST or CDT Monday–Friday); (b) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid; or (d) served by email transmission during regular business hours (8:00 a.m. – 4:30 p.m. CST or CDT Monday-Friday), return receipt requested. Notices served personally, by email transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

22.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT and shall not prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

23.0 FORCE MAJEURE

23.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

24.0 RESERVED

25.0 QUALIFICATIONS

- 25.1 The CONSULTANT shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.
- 25.2 The CONSULTANT'S project manager specified in Exhibit A shall be considered essential to the work covered under this AGREEMENT. If for any reason, substitution of the project manager becomes necessary, the CONSULTANT shall provide advance written notification of the substitution to the COUNTY. Such written notification (Exhibit C) shall include the proposed successor's name and resume of their qualifications.
- 25.2 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.
- 25.3 The CONSULTANT shall require any sub-consultant(s) utilized for the PROJECT to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 25.2 above, with respect to the CONSULTANT'S sub-consultant(s) being properly staffed while engaged in the PROJECT.

[Signatures on following page]

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

BURNS & MCDONNELL ENGINEERING CO., INC.

Deborah A. Conroy, Chair
DuPage County Board



David F. Naumann
Senior Project Manager

ATTEST BY:

ATTEST BY:

Jean Kaczmarek, County Clerk



Alex Craven
Project Delivery Manager

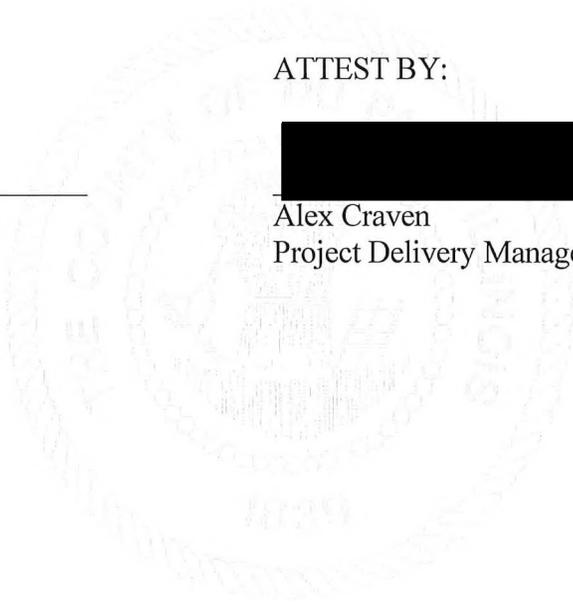


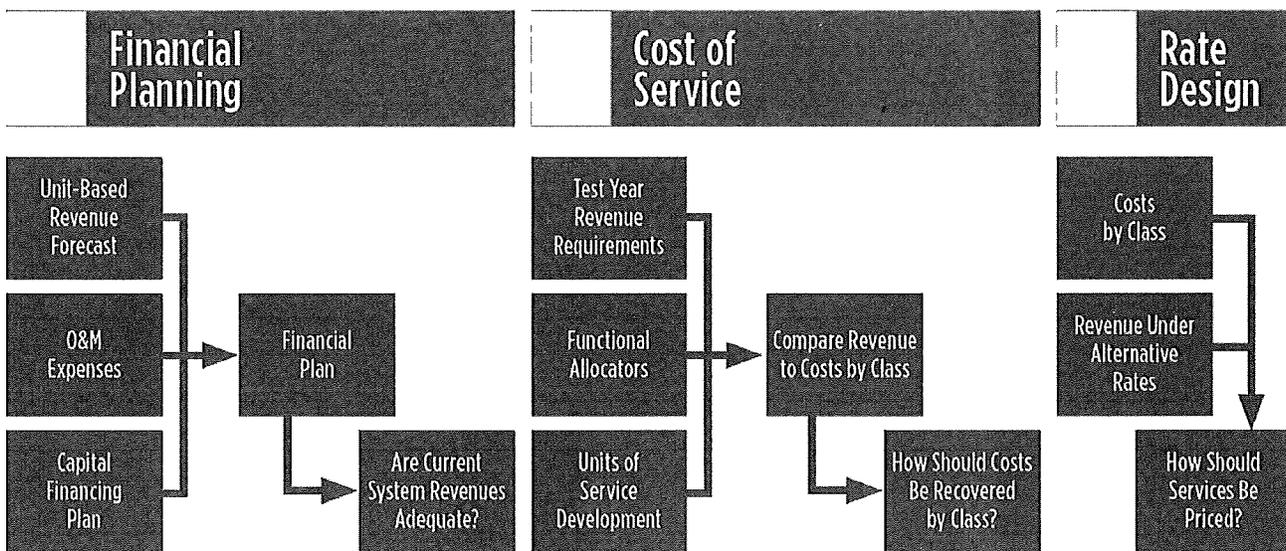
EXHIBIT A
SCOPE OF WORK

PROPOSED PROJECT APPROACH, TIMELINE, AND COST

OUR APPROACH TO MUNICIPAL RATE STUDIES

At its most basic level, Burns & McDonnell’s rate studies are designed to create a financial roadmap to prudently plan for funding requirements, to defensibly and equitably recover costs and to implement rate adjustments that achieved utility policy goals and objectives.

Our approach to executing utility rate studies is grounded in the principles established by the American Water Works Association (AWWA) *M1 Rate Manual* and the Water Environment Federation (WEF) *Financing and Charges for Wastewater Systems*. The three-step approach we follow to complete utility rate studies aligns with industry standards and is depicted on the following page. Each study we perform is tailored to meet each individual client’s needs; however, at its core, our proposed project team has applied this three-step approach in essentially all comprehensive financial planning, cost of service and rate studies we conduct. This approach is proven and will serve as a solid basis for the execution of DuPage County’s desired Study.



- ▶ **Step 1: Financial Planning provides an indication of the adequacy of the revenue generated by current rates.** The results of the financial forecast analysis will answer the questions “Are the existing rates adequate?” and “If not, what level of overall revenue adjustment is needed?”
- ▶ **Step 2: Cost of Service focuses on assigning cost responsibility to customer classes.** Each customer class is allocated an appropriate share of the overall system costs based on the level of service provided. The net revenue requirements (costs to be recovered from rates) identified in Step 1 are allocated to customers in accordance with industry standards and principles and system characteristics.
- ▶ **Step 3: Rate Design provides for the required revenue recovery.** Once the overall level of revenue required is identified and customer class responsibility for that level of revenue is determined, schedules of rates for each rate class are developed that will generate revenues accordingly.

We have organized the Proposed Work Plan below to address the specific scope of services requested in DuPage County’s

PROPOSED PROJECT APPROACH, TIMELINE, AND COST

(continued)

scope as indicated in the QBS document, as well as our recent conversations. All requested scope components are included herein and are sequenced in a way we believe will enable project completion efficiently and effectively. We are prepared to adjust our approach to meet DuPage County's needs as may be desired.

PROPOSED WORK PLAN

The studies for each utility are very similar in content and philosophy but there are subtle differences based on nuances for each particular utility. The following specific tasks are proposed to be undertaken to complete the proposed Study.

Task 1 – Initiate Project

The objective of Task 1 is to initiate the Study, collecting pertinent data and collaborating with DuPage County to confirm consensus understanding of issues, milestones, communication strategies and other matters.

Task 1.1 – Request for Information

Within five working days following receipt of the Notice to Proceed, Burns & McDonnell will provide DuPage County with a preliminary data request to complete the Study. The data request will itemize information needed for understanding the financial and operating characteristics and cost drivers of the utilities and within each of the service areas. Such information is anticipated to include items such as:

- ▶ Budgets and capital plans;
- ▶ Audited financial statements for the previous three fiscal years;
- ▶ Budget versus actual revenues and expenses for the previous three fiscal years;
- ▶ Bond covenants, intergovernmental agreements and other contractual requirements, as applicable;
- ▶ Historical summary customer data (e.g. number of active accounts by meter size and by customer class, usage for water and sewer by class, revenues by class – stratified by service area)
- ▶ A full fiscal year of detailed billing data for each utility representing all water and sewer bills issued for service in that fiscal year, including customer account number, meter size, billed water and sewer volume, and revenue for each bill.
- ▶ Projected capital expenditures;
- ▶ Fund balances;
- ▶ Existing debt and loan payment schedules;
- ▶ Reserve policies;
- ▶ Fixed asset system records, including original cost, vintage date, annual depreciation, accumulated depreciation and related depreciation rates; and,
- ▶ Other appropriate information as deemed necessary.

We recognize that DuPage County may not have all information requested readily available or may track information differently than requested. If any requested data represents a substantial effort to compile, we will work with DuPage County to discuss alternative options as may be available. To facilitate the exchange of data, and particularly for large files, we can provide a data exchange or SharePoint site for use during the project.

Task 1.2 – Conduct Project Kick-off Meeting

Burns & McDonnell will conduct a project kick-off meeting virtually via Microsoft Teams. This meeting will provide the opportunity for Burns & McDonnell and DuPage County to discuss the project approach, schedule, deliverables, various issues to be addressed, and the initial data and information requested. During the meeting, we will work with DuPage County to finalize the study goals, objectives, and timeline that will result in completion of all tasks and deliverables in accordance with DuPage County's needs. Burns & McDonnell will provide an agenda in advance of the meeting.

PROPOSED PROJECT APPROACH, TIMELINE, AND COST

(continued)

Task 1 Deliverables and Meetings:

- ▶ Deliverables: Initial data request
Electronic copies of kick-off meeting agenda
- ▶ Formal Meeting: Project kick-off Teams meeting

Task 2 – Financial Plan Development

The objective of Task 2 is to develop a multi-year financial plan for each utility system that adequately funds the operating and capital requirements, complies with financial management policies and bond covenants, and provides a defensible and implementable plan for the utilities to move forward. DuPage County’s scope indicates a preference for a detailed 4-year forecast and a 20-year long term plan, which we will provide.

Burns & McDonnell will develop the financial forecasts specifically for the water and sewer utilities. This will determine whether each utility’s revenues under current rates can be expected to provide adequate funding for future utility operating and capital costs. The results of the financial forecasts will be utilized to define the targeted annual revenue requirements for each system.

Task 2.1 – Evaluate Current Usage Levels and Prepare Revenue Forecast

Projected annual utility service revenues under existing rates will be developed. Burns & McDonnell will review historical growth in the number of customers by class and by service area, and then forecast the annual number of customers for each utility rate class for each year of the forecast period. *For the purposes of this study, a service area is defined as any area with its own distinct rate for DuPage County’s water or sewer service.*

Burns & McDonnell will analyze water consumption characteristics for a recent, representative fiscal year to determine quantities billed by class at various usage blocks, as applicable. Burns & McDonnell will assess trends in usage for water and sewer billable flow by class over a three-year period. Based on the trend analysis and other available information, Burns & McDonnell will estimate the future usage per customer for each rate class for each utility.

This information will be used in the forecast of revenues under existing rates, and will provide important data used in the consideration of rate structures.

Task 2.2 – Project Capital Flow of Funds

Burns & McDonnell will review the capital improvement plan (CIP) provided by DuPage County and develop a capital planning flow of funds. This plan will acknowledge anticipated sources and uses of capital funds to implement the CIP. Funding sources may include issuance of proposed bonds, loans, growth-related fees, existing balances, and other sources as applicable. Uses of funds will include the CIP, cost of debt issuance, and other costs as identified through consultation with DuPage County.

Task 2.3 – Project Operating Revenue Requirements

Projections of annual system operation and maintenance expenses will be developed based on variables that may include projected water and sewer usage, historical expense levels, existing budgets, inflation estimates and the input of DuPage County staff regarding any planned changes to the operation and maintenance of the utility systems.

Annual debt service requirements on any outstanding debt will be included in the operating forecast. To the extent additional financing of expected capital improvements is indicated to be required, estimates of new debt service requirements will also be incorporated in the forecast. In addition, the impacts of any financial performance requirements or targets, i.e. debt service coverage requirement, reserve levels, target operating ratio, etc., whether imposed internally or externally, will be considered.

Projections of any other system cash expenditures not included in any of the above categories will also be captured in the financial forecast. Such expenditures often include transfers or routine capital expenditures not otherwise included in a capital

PROPOSED PROJECT APPROACH, TIMELINE, AND COST

(continued)

improvement plan.

Task 2.4 – Review and Finalize Operating Cash Flows

Burns & McDonnell will summarize the annual forecasts of each utility’s revenues and operating requirements in the form of pro-forma cash flow analyses. These analyses will identify any annual operating surplus or deficit anticipated during the study period. Additionally, these cash flows will be structured to separate expansion and non-expansion sources and uses of revenue. The sufficiency of existing rates to meet future revenue requirements will be evaluated based the ability to meet certain financial performance measures, including the anticipated annual surplus or deficit, debt service coverage levels, reserve balance goals, and other policies or measures developed in conjunction with DuPage County. If revenues under existing rates are not sufficient to meet future revenue requirements, adjustments will be proposed.

Burns & McDonnell will review the preliminary forecast results with DuPage County during a virtual Microsoft Teams meeting. During this meeting, Burns & McDonnell will review assumptions and results for each component of the cash flow forecast. Adjustments may be made “real time” to optimize the financial plans and meet DuPage County’s needs.

Task 2 Deliverables and Meetings:

- ▶ Deliverables: Evaluation of usage characteristics and trends
 Projected cash flows for each utility
 Cash flow scenario analyses
- ▶ Formal Meeting: Teams meeting to finalize cash flow

Task 3 –Cost of Service Analysis

A cost of service analysis focuses on assigning cost responsibility to the different classifications of customers. Each customer class is allocated an appropriate share of the overall system costs of providing service. The test year revenue requirement selected in collaboration with DuPage County will serve as the basis for the cost of service analysis for the utility systems. The revenue requirement will be calculated using the cash basis.

Under the cash basis, the revenues of the utility must be sufficient to cover all the cash needs for the period during which the rates are intended to be adequate. This basis is generally used by publicly owned utilities and is an extension of cash-oriented budgeting and accounting systems traditionally used by local governments. Revenue requirements under this basis include operation and maintenance expenses, routine annual replacements, debt service requirements, revenue-financed major capital improvements, as well as any payment or transfers to DuPage County general fund and reserve fund deposits.

Burns & McDonnell will utilize the test year revenue requirement to conduct a cost of service analysis that result in allocation of costs to each of DuPage County’s existing rate classes by utility and by service area. The development of the class specific allocated cost of service will be consistent with industry standards assuming cost accounting data is sufficient to support this process.

Task 3.1 – Determine Utility Cost Assignments

Burns & McDonnell will complete the cost of service analysis using customized models that reflects the specific requirements of DuPage County’s utility systems. Burns & McDonnell will complete cost functionalization and classification to functional service areas. Functions for the water system may include base, maximum day, maximum hour, fire protection and customer or meter components. Functions for the sewer system may include flow, strength (BOD, TSS), customer accounts, etc.

The amounts included in the test year revenue requirement for each component of revenue or expense will be classified as or assigned to the various functional services by one of several methods. These methods include direct assignment to a specific related function, assumed percentage breakdowns based on estimated levels of related activities within multiple functions, ratios of statistical factors affecting multiple functions, and composite ratios of the assignments resulting from the previous methods. The classified test year revenue requirement will then be summarized by functional service.

PROPOSED PROJECT APPROACH, TIMELINE, AND COST

(continued)

Task 3.2 – Analyze Customer Rate Classifications

Burns & McDonnell will review existing customer groups and available information to develop recommendations on additions or deletions to customer groups. In completing this task, we will review previous cost of service analyses completed by DuPage County as may be available. Understanding the levels of service provided to each part of DuPage County is critical in this assessment, and will set the foundation for defensible consolidation of rates.

Task 3.3 – Allocate Functional Costs to Classes

The test year revenue requirement of each utility system will be allocated among the existing rate classifications. This is generally referred to as development of each utility's units of service by customer class. At a minimum, units of service will include base volumes, capacity-related volumes, equivalent meters, and customers. For the sewer utility, units for strength and levels of infiltration/inflow will also be developed. The cost of service models will summarize the allocated revenue requirement by rate class. This output will be compared with the projected revenue to be generated by each rate class to estimate for each class the extent to which the current rates would recover the corresponding allocated share of the test year revenue requirement. As a result, a breakdown by rate classification of the total revenue change at the system level will be determined.

Task 3.4 – Review Cost of Service Results

Burns & McDonnell will conduct a project review meeting with DuPage County staff to review and discuss the preliminary cost of service analysis results. Any revisions to the assumptions used in the cost of service analysis will be agreed upon for purposes of finalizing the analysis. In addition, guidance will be obtained from DuPage County as to any adjustments to the cost recovery to be provided by each rate classification prior to beginning Task 4 of the Study.

Task 3 Deliverables and Meetings:

- ▶ Deliverables: Cost of service allocations to customer classes
- ▶ Formal Meeting: Teams meeting to discuss cost of service results

Task 4 – Proposed Rate Design

The objective of Task 4 is to develop proposed rates that meet the needs and objectives of each utility system and service area. Burns & McDonnell will assess the existing rate structures for its performance, overall equity, and ability to meet DuPage County's objectives for utility rates. The appropriateness of the current rate structures will be examined, and recommendations for change will be made to improve the fairness and equitability in cost recovery, achieve DuPage County goals, and align with DuPage County policies.

Task 4.1 – Design Proposed User Charge Rates

Based on the forecasted revenue requirements, cost of service analysis, and opportunity for rate and fee consolidation or simplification, proposed water and sewer user charges will be developed.

Rates will be structured to equitably recover costs and provide necessary funding identified in the financial plan to achieve revenues sufficient to meet the operating and capital needs of the system and achieve targeted reserves. Changes in rates may be phased-in over a multi-year period if needed to assist in implementation and mitigate adverse impacts to customer classes. Three rate alternatives will be provided along with a recommendation for DuPage County to consider.

Task 4.2 – Develop Forecast of Revenues Under Proposed Rates

Burns & McDonnell will utilize the detailed billing data provided by DuPage County to test and project revenues at the proposed rates for all proposed rate classes for both the water and sewer utility service. This will provide a check that the proposed rates will generate revenues to cover each system's revenue requirement, while taking into consideration the revenue responsibility indicated by the cost of service analysis and DuPage County's rate design policies and objectives.

PROPOSED PROJECT APPROACH, TIMELINE, AND COST

(continued)

Task 4.3 – Review Proposed Rates

Burns & McDonnell will conduct a project review meeting with DuPage County staff to review and discuss the proposed rates, and the forecast of revenues at proposed rates. Any revisions to the proposed rates used in the analysis will be agreed upon for purposes of finalizing the proposed rate development.

Task 4 Deliverables and Meetings:

- ▶ Deliverables: Proposed rates
Typical bill comparison
- ▶ Formal Meeting: Teams meeting to review draft and final proposed rates

Task 5 – Study Reports & Presentations

Upon completion of the utility rate development, Burns & McDonnell will summarize the Study results in a draft report for review by DuPage County. The report will include an executive summary describing the study process, and key findings and recommendations regarding rate design and proposed fees. Subsequent sections of the report will describe the analysis in more tactical detail and will identify the results of each task of the Study.

Based on completion of prior project tasks, the report will document the following key deliverables:

- ▶ A summary of current and proposed rates for established service areas
- ▶ Document the analysis performed to support proposed rates and fees
- ▶ Document significant policies and assumptions utilized in the rate study
- ▶ Compare DuPage County’s existing and proposed rates with those used by regional municipal water and sewer utility peers (data to be provided by DuPage County).

Burns & McDonnell will discuss the results of Study and review the draft reports with DuPage County staff. Based upon comments and input from DuPage County, Burns & McDonnell will complete a final revision to the reports and will provide ten printed copies of the final report and a digital copy to DuPage County.

Although no presentations are anticipated to be provided by Burns & McDonnell for this Study, Burns and McDonnell staff will be available for 1 virtual presentation with the County Board to help answer questions during the delivery of the study results.

Task 5 Deliverables and Meetings:

- ▶ Deliverables: Draft & final reports
Adobe PDF copy of the final reports
- ▶ Formal Meeting: Microsoft Teams meeting to discuss reports
Microsoft Teams meeting to support staff during Board presentation

Task 6 – Model Delivery

A Microsoft Excel spreadsheet model will be developed during the Study and will be provided to DuPage County at the Study conclusion. The model will enable updating of study results and assessing impacts of future conditions on utility financial plans, cost of service analyses, and rates. The model will allow changes in customer demand and growth, capital improvements, operating costs, and debt service, among other variables as determined in consultation with DuPage County. Burns & McDonnell follows a few simple modeling techniques to improve the end user’s experience in navigating and utilizing the model. These techniques involve:

- *Labeled section headers with range names and page numbers.* Each section of the model is uniquely identified to assist the user in navigating the model and producing printed copies if desired.

PROPOSED PROJECT APPROACH, TIMELINE, AND COST

(continued)

- *Source identification and input design.* In sections of the model that require data input, data sources are noted to help the user understand where information is sourced when the model is updated. Additionally, we custom design input ranges to match as much as possible the original format and arrangement of source data, such that updates can be accomplished with cut and paste techniques.
- *Intuitive modeling.* Data in our models is set up to flow in an understandable manner. Our models are customized to the unique needs and data sets of each client. We work with your information in ways that makes sense to you, the end user.
- *Scenario management.* Inputs for key cash flow scenario updates are centrally located to improve the ability to change assumptions and update results.
- *Standard reports and graphs.* Our models are equipped to produce standard reports and graphs that assist the user in evaluating the assumptions used and communicating results to others. All tables featured in our report are included in the model.

Additionally, use of our models is not constrained by licensing requirements. Our clients have full access and control over all aspects of their models.

The model will be delivered via email to the County. If desired, we can also provide a copy on a USB device.

KEY ASSUMPTIONS

- The County has not made any substantive changes to its utility financial practices which will require Burns and McDonnell to change the prior rate modeling architecture. Such changes may include additional classification for customers, rate structures, or implementation of a new chart of accounts.
- Data received from the County will be in the same structure and depth of detail as was received in the prior study. Burns and McDonnell will rely on the County's data in the execution of the Study without independent verification.
- Any projections of future debt issuance and related payments for this Study are done solely for the purpose of estimating revenue requirements, and does not constitute recommendations for debt structure. The County will engage the services of a Financial or Municipal Advisor to evaluate debt strategy and assist in the issuance of debt as needed.

PROPOSED PROJECT APPROACH, TIMELINE, AND COST

(continued)

PROPOSED WORK SCHEDULE

A comprehensive utility rate study generally requires about 4 to 6 months to complete but can be tailored to meet the County's needs. Assuming a notice to proceed of February 24, 2026 and contract date that runs through November 30, 2026, we propose the following general timeline to complete the study.

Notice to Proceed	February 24, 2026
Study Kickoff	Week of March 3
Draft Financial Plan Review	End of April*
Draft Cost of Service Review	End of May *
Propose Rate Review	End of June *
Draft and Final Reports	July
Model Delivery	August

*Dependent on capital cost estimate availability

We propose conducting project status meetings about every three to four weeks. These meetings are to be regularly scheduled conversations about project progress, roadblocks, and upcoming milestones. We are open to adjusting the frequency of these meetings to suit DuPage County's needs.

PROPOSED FEE

Burns & McDonnell proposes to perform the rate consulting services described in this proposal for a not-to-exceed fee of \$41,763 to be billed monthly on a time and material basis. This price reflects approximately 162 man-hours.

Consultant	Task 1 - Initiate Project	Task 2 - Financial Plan Development	Task 3 - Cost Of Service Analysis	Task 4 - Proposed Rate Design	Task 5 - Reports and Presentations	Task 6 - Model Development / Delivery	Estimated Total Hours	Total Labor & Expense	Hourly Rate
Dave Naumann	1	6	4	6	4	2	25	\$ 8,575	\$ 342
Alex Craven	1	24	10	4	2	2	43	\$ 13,072	\$ 304
Colin Wood		40	24	20	10		94	\$ 20,116	\$ 214
Total Labor	2	70	40	30	16	4	162	\$ 41,763	
Total Project Fees	\$ 647	\$ 17,914	\$ 10,234	\$ 7,554	\$ 4,120	\$ 1,294		\$ 41,763	

EXHIBIT B

DELIVERABLES

The following deliverables will be submitted to the County before completion of the contract.

- 1 Task 1 Initiate Project
 - a. Initial data request
 - b. Kick-off meeting agenda
 - c. Kick-off Teams meeting

- 2 Task 2 Financial Plan Development
 - a. Evaluation of usage characteristics and trends
 - b. Projected cash flows for each utility
 - c. Cash flow scenario analysis
 - d. Cash flow review Teams meeting

- 3 Task 3 Cost of Service Analysis
 - a. Allocation of costs to functions
 - b. Teams review meeting

- 4 Task 4 Proposed Rate Design
 - a. Proposed user charge rate design
 - b. Typical bill impact of proposed rates
 - c. Teams meeting to review

- 5 Task 5 Study Reports and Presentations
 - a. Draft and final reports
 - b. Adobe PDF of final reports
 - c. Teams meeting to review reports
 - d. Virtual attendance of one Board presentation to address questions

- 6 Task 6 Model Delivery
 - a. Excel-based functioning model used in the Study

EXHIBIT C

DU PAGE COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT STAFF CHANGE NOTIFICATION

The Consulting Firm of _____ hereby
notifies the COUNTY through the that they need to reassign staff for the
_____ project, Section No.
_____.

Position: _____

Person: _____

Effective date: _____

Reason for requesting change:

Proposed Replacement: _____ (attach
resume)

Transition Plan (provide an outline of the steps that the CONSULTANT will take to assure adequate exchange of information and responsibility, including Principal Engineer oversight and requested involvement by COUNTY staff.

Insert
Ethics Form