

**AGREEMENT**  
**BETWEEN THE COUNTY OF DUPAGE, ILLINOIS**  
**AND DONOHUE & ASSOCIATES, INC.**  
**FOR PROFESSIONAL ELECTRICAL ENGINEERING DESIGN SERVICES**  
**FOR FACILITIES MANAGEMENT**

This professional services agreement (hereinafter referred to as the AGREEMENT), made this 9<sup>th</sup> day of January, 2024, 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 Donohue & Associates, Inc., licensed to do business in the State of Illinois, with offices at 1755 Park Street, Suite 310, Naperville, Illinois 60563; (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 power set forth in "Counties Code" (55 ILCS 5/5-1001 et seq.) and "County Offices, Equipment and Expenditures" (55 ILCS 5/5-1106, et seq.) is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY requires professional electrical engineering and design services for the replacement of the east outdoor medium voltage switchgear and generator at the Care Center, replacement of the sectionalizer, main switchboard and motor control centers in the 505 building, replacement of the generator at the 424 building and on-call electrical engineering design services (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 electrical engineering and design services and is willing to perform the required services for an amount **not to exceed** \$360,850.00; 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

Authorization to proceed shall be given on behalf of the COUNTY by the Deputy Director of Facilities Management (hereinafter referred to as the "Deputy Director"), in the form of a written Notice to Proceed following execution of the 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 Facilities Management.

- 3.1 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 Exhibits B and C attached hereto.
- 3.2 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 employee rates (Exhibit C) 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 26.4 **(will be 26.3 if no key personnel-check each time)** 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, unless identified in Exhibit A.
- 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 work 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 Deputy 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 \$360,850.00. 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 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 fees stated in Exhibit C once per calendar year; (ii) fees 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 fee change; and (iii) the CONSULTANT shall provide



the COUNTY with forty-five (45) days' notice of any proposed fee change. The CONSULTANT shall not invoice the COUNTY at an increased fee without compliance to the notice requirements listed above.

- 7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all services that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet made a part hereof and incorporated herein by reference. Approved Work may include additional approved direct expenses not included herein. The COUNTY shall pay direct costs referenced on the Direct Costs Check Sheet without any markups added and the CONSULTANT shall include copies of receipts for all direct expenses more than \$25 from suppliers for expendable materials with its invoice to the COUNTY.
- 7.5 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.
- 7.6 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. Separate invoices shall be submitted and 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.

- 7.7 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."
- 7.8 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.

- 7.9 Upon acceptance of all deliverables specified in Exhibit B of this AGREEMENT, final payment shall be made to the CONSULTANT.

## **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 not less than one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee/disease.

8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o the Deputy Director of Facilities Management, DuPage County Department of Facilities Management, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**

8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars (\$1,000,000.00) for any one person and one million dollars (\$1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o the Deputy Director of Facilities Management, DuPage County Department of Facilities Management, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured.**



**This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**

- 8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars (\$1,000,000.00) per incident/two million dollars (\$2,000,000.00) 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 endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.
- 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 as 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 coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. 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 licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than 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 or materially

changed until at least thirty (30) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by 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 naming 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.

## **9.0 INDEMNIFICATION**

- 9.1 The CONSULTANT shall indemnify and hold harmless the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, any loss, damage, injury, death, or loss or damage to property to the extent caused by the CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT. CONSULTANT shall have liability for reasonable and necessary defense cost incurred by persons indemnified to the extent caused by CONSULTANT'S negligence herein and recoverable under applicable law on account of negligence.
- 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.

#### **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 the 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://mwv.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:

Donohue & Associates, Inc.  
1755 Park Street, Suite 310  
Naperville, IL 60563  
ATTN: Jay Bielanski  
Phone: 888.736.6648

DuPage County Facilities Management  
421 N. County Farm Road  
Wheaton, IL 60187  
ATTN: Deputy Director Tim Harbaugh  
Phone: 630.407.5700

- 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 ACCESS TO PROPERTY**

24.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If the CONSULTANT is unable to obtain access to the property, the COUNTY shall be responsible for securing access for the CONSULTANT. In the event the COUNTY cannot secure access for the CONSULTANT, the COUNTY shall excuse the CONSULTANT from the performance of any work that necessitated such access. The CONSULTANT shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide the CONSULTANT, upon the CONSULTANT'S request, proof of the COUNTY'S permission, or legal authority, to enter onto the property of a third party.

24.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing the CONSULTANT to access



such property; the CONSULTANT shall fully abide by and comply with the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

## **25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES**

### **For Phase I & II**

25.1 All non-hazardous samples and by-products from sampling processes performed in connection with the services provided under this AGREEMENT shall be disposed of by the CONSULTANT in accordance with applicable law. Any and all materials, including wastes that cannot be introduced back into the environment under existing law without additional treatment shall be deemed hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the services and the CONSULTANT shall notify the COUNTY if any hazardous substances are found on the project site. The CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. The CONSULTANT shall not make any determination relating to the selection of a treatment, storage or disposal facility nor subcontract such activities through transporters or others.

### **For Phase III**

25.1 All non-hazardous samples and by-products from sampling processes performed in connection with the services provided under this AGREEMENT shall be disposed of by the CONSULTANT in accordance with applicable law. Any and all materials, including wastes that cannot be introduced back into the environment under existing law without additional treatment shall be deemed hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the services and shall be packaged in accordance with the applicable law by the CONSULTANT and turned over to the COUNTY for appropriate disposal. The CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. The CONSULTANT, at the COUNTY'S request, may assist the COUNTY in identifying appropriate alternatives for off-site treatment, storage or disposal of the Hazardous Substances, but the CONSULTANT shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. The COUNTY shall sign all necessary manifests for the disposal of Hazardous Substances.

If the COUNTY requires: (1) the CONSULTANT'S agents or employees to sign such manifests; or (2) the CONSULTANT to hire, for the COUNTY, the Hazardous Substances transportation, treatment, or a disposal contractor for the Hazardous Substances, then for these two purposes, the CONSULTANT shall be considered to act as the COUNTY'S agent so that the CONSULTANT will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances.

## **26.0 QUALIFICATIONS**

26.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.

**26.2** Reserved

26.3 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.

26.4 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.

(Remainder of page left intentionally blank)

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

COUNTY OF DUPAGE

DONOHUE & ASSOCIATES, INC.

Signature on file

\_\_\_\_\_  
Deborah A. Conroy, Chair  
DuPage County Board

\_\_\_\_\_  
Craig W. Brunner  
President

ATTEST BY:

ATTEST BY:

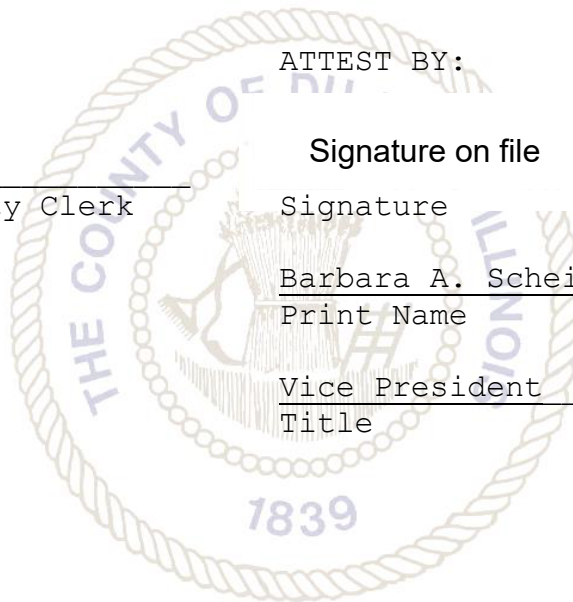
Signature on file

\_\_\_\_\_  
Jean Kaczmarek, County Clerk

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Barbara A. Scheiber  
Print Name

\_\_\_\_\_  
Vice President  
Title



## **EXHIBIT A**

### **SCOPE OF WORK**

The scope of services will include design and bidding services for electrical replacement projects that have been prioritized as follows by the County:

- Project 1 – Replacement of the east outdoor medium voltage switchgear and generator in the 400 (Medical/Hospital) Building.
- Project 2 – Replacement of the 13kV sectionalizer, Main Switchboard, and Motor Control Centers in the 505 (Courthouse) Building.
- Project 3 – Replacement of the generator at the 424 Building.
- Project 4 – “On-Call” Electrical Engineering Services

On-Call Electrical Engineering Services will be provided as outlined in the Tasks Section.

#### **Project 1:**

The scope of this project includes:

1. Removal and replacement of outdoor medium voltage switchgear, new switchgear to be located in same area, east of 400 Building, the transformer is to remain. New switchgear will be outdoor-rated, metal-enclosed, fused-switch style, by S&C or equal.
  - a. Incoming and outgoing cables and conduits will remain and be reconnected (extended as needed) to the new switchgear.
2. Removal and replacement of indoor generator. New generator to be installed in same location in Building 400. New generator will be by Cummins, Caterpillar, or MTU.
  - a. Generator to be replaced in-kind, new generator capacity to match existing. Scope does not include review of existing electrical system downstream of generator for compliance with life safety requirements.
  - b. Cables from generator to switchboard will be replaced.
3. If underground fuel tank requires removal, it will be removed by the County.
4. Construction sequencing and temporary power provisions will be incorporated into the design documents.

Project 1 Alternative Scope – Locate Generator Outdoors - New generator to be located outdoors adjacent to Building 400. New generator will be outdoor-rated, sound attenuating, diesel with subbase fuel tank, by Cummins, Caterpillar, or MTU.

#### **Project 2:**

The scope of this project includes:

1. Removal and replacement of the medium voltage sectionalizer; new sectionalizer to be located in same area, west of 505 Building. The new sectionalizer will be outdoor-rated, pad-mounted, by S&C.
  - a. Incoming and outgoing cables and conduits will remain and be reconnected (extended as needed) to the new sectionalizer.
2. Removal and replacement of low voltage, main-tie-main switchboards and bus duct located in 505 Building Basement; new switchboards to be located in same area in 505 Building Basement.

- a. Incoming and outgoing cables and conduits will remain and be reconnected (extended as needed) to the new switchboards.
3. Removal and replacement of low voltage automatic transfer switch (ATS); new ATS to be located in same area.
  - a. Incoming and outgoing cables and conduits will remain and be reconnected (extended as needed) to new ATS.
4. Removal and replacement of low voltage motor control centers (MCC) MCC-1 and MCC-2 in 505 Building Basement; new MCCs to be located in same area in 505 Building Basement.
  - a. Incoming and outgoing cables and conduits will remain and be reconnected (extended as needed) to new MCCs.
5. Construction sequencing and temporary power provisions will be incorporated into the design documents.

**Project 3:**

The scope of this project includes:

1. Removal and replacement of outdoor generator and enclosure; new generator to be located in same area adjacent to 424 Building. New generator will be outdoor-rated, sound attenuating, diesel with subbase fuel tank, by Cummins, Caterpillar, or MTU.
  - a. New generator capacity to match existing.
  - b. Modifications to sidewalk, fence, and brick wall will be included if required by new generator enclosure dimensions.
2. Construction sequencing and temporary power provisions will be incorporated into the design documents.

**Project 4:**

The scope of this project includes as-needed “on-call” electrical engineering services:

1. Engineer will provide the Owner with design and technical services without the requirement for a separate contract for each requested task.
2. Engineer will provide services only when the Owner requests it and to the level of involvement that the Owner agrees to.
3. Upon request for services, Engineer will provide the Owner’s Representative with an e-mail that will include the following:
  - a. A description of the services requested including the equipment and process involved.
  - b. An estimate of the hours for each task.
  - c. An estimated start and completion date.
4. Engineer will not begin the service until obtaining a confirmation of the Owner’s authorization to proceed with the task unless it is an emergency.
5. Engineer will notify the Owner if project scope changes require modifications to the estimated task value.



## **EXHIBIT B DELIVERABLES**

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

### **Tasks:**

Tasks 1-5 are common to all projects:

#### **1. PROJECT MANAGEMENT AND SUBCONSULTANTS**

- 1.1. The Project Manager will coordinate Project activities and will be the principal liaison between the assigned County Project Manager.
- 1.2. Conduct a design kick-off meeting with County staff at the County Campus. The kick-off meeting will be attended by the Project Manager and Lead Electrical Engineer.

**Deliverables:** Agenda, meeting notes

- 1.3. Conduct monthly progress meetings with the County's Project Manager to review project status, schedule, and budget. Meetings will be held virtually or in-person if requested by the County's Project Manager.
- 1.4. Conduct site survey including underground utility locating in the area of the proposed outdoor generator, electrical equipment, and ductbanks.
- 1.5. Conduct geotechnical investigation including two soil borings, soil corrosivity tests, and geotechnical report.

#### **2. PREPARATION OF CONSTRUCTION BIDDING DOCUMENTS**

- 2.1. Prepare 30% construction drawings. Drawings will be developed using the Engineer's CADD standards.
  - 2.1.1. Front end bidding and contract documents will be prepared using the County's Notice to Bidders template, Instructions to Bidders, and Contract Forms plus applicable Engineers Joint Contract Documents Committee (EJCDC) General Conditions and Supplementary Conditions for Division 0.
  - 2.1.2. Visit the County Campus site as necessary to develop the design documents.

**Deliverables:** 30% drawings

- 2.2. Conduct a review workshop with the County at the County Campus to review the 30% documents. After the workshop, County comments will be incorporated into the design.

**Deliverables:** Agenda, meeting notes

- 2.3. Prepare 70% drawings and major equipment specifications. Prepare specifications using the Engineer's master specifications in general conformance with the 50-division format of the Construction Specifications Institute (CSI). Prepare an opinion of probable construction cost.

- 2.3.1. Visit the County Campus site as necessary to develop the design documents.

**Deliverables:** 70% drawings, major equipment specifications (i.e. generators, switchboards, sectionalizers, motor control centers), and opinion of probable construction cost

- 2.4. Conduct a review workshop with the County at the County Campus to review the 70% documents. After the workshop, County comments will be incorporated into the design.

**Deliverables:** Agenda, meeting notes

- 2.5. Prepare 100% (draft bid-ready) drawings and specifications. Prepare an updated opinion of probable construction cost. Assist the County with obtaining permits for the project; any associated fees to be paid for by the County.

- 2.5.1. Visit the County Campus site as necessary to develop the design documents.

**Deliverables:** 100% drawings, specifications, and opinion of probable construction cost

- 2.6. Conduct a review workshop with the County at the County Campus to review the 100% documents. After the workshop, County comments will be incorporated into the design.

**Deliverables:** Agenda, meeting notes

- 2.7. Prepare bid-ready drawings and specifications for advertisement. The final documents will be signed and sealed by a registered Professional Engineer in the State of Illinois.

**Deliverables:** Bid-ready drawings and specifications

- 2.8. Perform an internal quality review of the 50%, 70%, 100%, and final bidding documents. Incorporate quality review comments.

### **3. BIDDING ASSISTANCE**

- 3.1. Assist the County with issuing an Invitation to Bid and Advertisement. The County will be responsible for coordination of bid document distribution to prospective bidders and maintaining a plan holders list.
- 3.2. Conduct a pre-bid meeting at the County Campus to describe Project work and answer prospective bidder's questions.

**Deliverables:** Agenda

- 3.3. Prepare addenda as appropriate to interpret, clarify, or expand the bidding documents and coordinate with the County to issue the addenda. The County will distribute formal addenda to prospective bidders registered on the plan holders list maintained by the County.

**Deliverables:** Responses to bidder's questions, addenda as-needed

- 3.4. Assist County in the bid opening, prepare a bid tabulation analysis of bids, prepare recommendations for contract award, and submit to the County.

**Deliverables:** Recommendation for award

#### **4. CONSTRUCTION PHASE ENGINEERING SERVICES**

To be negotiated after construction bids are received.

#### **5. CONSTRUCTION PHASE RESIDENT PROJECT REPRESENTATIVE (RPR) SERVICES**

To be negotiated after construction bids are received.

#### **6. ON-CALL ELECTRICAL ENGINEERING SERVICES**

- 6.1. Engineer will provide the Owner with design and technical services without the requirement for a separate contract for each requested task.
- 6.2. Engineer will provide services only when the Owner requests it and to the level of involvement that the Owner agrees to.
- 6.3. Upon request for services, Engineer will provide the Owner's Representative with an e-mail that will include the following:
  - 6.3.1. A description of the services requested including the process involved.
  - 6.3.2. An estimate of the hours for each task.
  - 6.3.3. An estimated start and completion date.
- 6.4. Engineer will not begin the service until obtaining a confirmation of the Owner's authorization to proceed with the task unless it is an emergency.
- 6.5. Engineer will notify the Owner if project scope changes require modifications to the estimated task value.
- 6.6. For each task/service approved and agreed upon by the Owner and Engineer, the Engineer shall not be held liable to the Owner in excess of the agreed upon cost for that specific task/service.

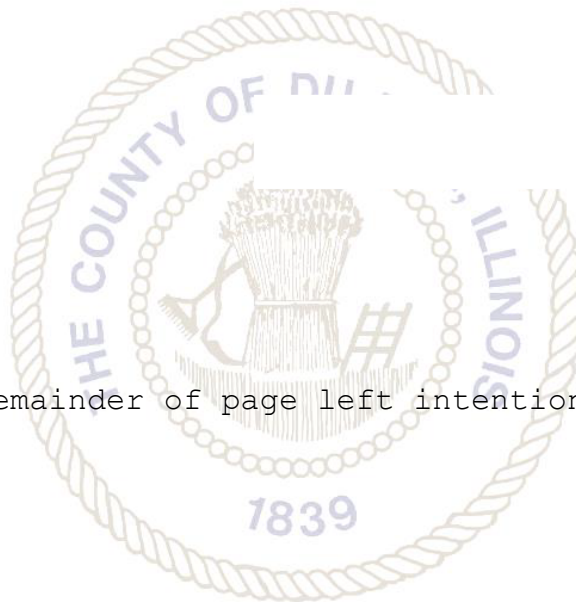
**EXHIBIT C**

**DUPAGE COUNTY DEPARTMENT OF FACILITIES MANAGEMENT  
Consultant Employee Rate Listing**

**CONSULTANT: DONOHUE & ASSOCIATES, INC.**

**PROJECT: PROFESSIONAL ELECTRICAL ENGINEERING AND DESIGN**

An annual hourly wage escalator of up to 4% is effective on January 1, 2025 and January 1, 2026 is authorized for the four projects listed in Exhibit A.



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**DuPage County Facilities Management Electrical Engineering Services  
Project 1 Fee Estimate Summary  
Donohue & Associates**

Submit: JTB Date: 19-Dec-23  
Review: Date:  
Revised: Date:

Task Description	Sheet Count	PP ENG VIII	PM ENG VI	Elec QC ENG VI	Elec ENG III	Mech QC ENG VII	Mech ENG II	Struct ENG IV	Civil QC ENG VII	Civil ENG III	IC QC ENG V	IC ENG II	Total Hours	Total Labor	Travel	Printing & Mailing	Other Expenses	Total Cost
		\$ 260	\$ 225	\$ 225	\$ 175	\$ 240	\$ 155	\$ 190	\$ 240	\$ 175	\$ 205	\$ 155						
<b>1 Project 1 - Project Management and Subconsultants</b>																		
1.1 Project Management		4	20										24	\$ 5,540	\$ 100			\$ 5,640
1.2 Kick-off Meeting			8		4		8						20	\$ 3,740	\$ 250			\$ 3,990
1.3 Monthly Progress Meetings			10										10	\$ 2,250				\$ 2,250
1.4 Survey and Utility Locating			4										4	\$ 900			\$ 7,500	\$ 8,400
1.5 Geotechnical Investigation													-	\$ -				\$ -
													-	\$ -				\$ -
<b>2 Project 1 - Preparation of Construction Bidding Documents</b>																		
2.1 30% Design			8		40		12			20		2	82	\$ 14,470	\$ 50			\$ 14,520
2.2 30% Review Workshop			4		4								8	\$ 1,600				\$ 1,600
2.3 70% Design			8		40		12	2		20		4	86	\$ 15,160	\$ 50			\$ 15,210
2.4 70% Review Workshop			4		4								8	\$ 1,600				\$ 1,600
2.5 100% Design			8		40		12	2		20		4	86	\$ 15,160	\$ 50			\$ 15,210
2.6 100% Review Workshop			4		4								8	\$ 1,600				\$ 1,600
2.7 Bid-Ready Documents			4		20		6	1		10		2	43	\$ 7,580				\$ 7,580
2.8 QC/QC		8	8	16		8			16		4		60	\$ 14,060				\$ 14,060
-- Design Alternate - Locate Generator Outdoors				4	40	4	16		8	40			112	\$ 20,260				\$ 20,260
													-	\$ -				\$ -
<b>3 Project 1 - Bid Assistance</b>																		
4.1 Invitation to Bid and Advertisement			8										8	\$ 1,800				\$ 1,800
4.2 Manage Pre-Bid Meeting			4										4	\$ 900				\$ 900
4.3 Answer Bidder Questions, Issue Addenda			8		12		4			4			28	\$ 5,220				\$ 5,220
4.4 Develop Bid Tabulation and Award Recommendation			4										4	\$ 900				\$ 900
													-	\$ -				\$ -
<b>Total</b>	-	12	114	20	208	12	70	5	24	114	4	12	595	\$112,740	\$ 500	\$ -	\$ 7,500	<b>\$ 120,740</b>
<b>Total Labor Dollars by Staff</b>		\$ 3,120	\$ 25,650	\$ 4,500	\$ 36,400	\$ 2,880	\$ 10,850	\$ 950	\$ 5,760	\$ 19,950	\$ 820	\$ 1,860						



**DuPage County Facilities Management Electrical Engineering Services  
Project 2 Fee Estimate Summary  
Donohue & Associates**

Submit: JTB Date: 19-Dec-23  
Review: Date:  
Revised: Date:

Task Description	Sheet Count	PP ENG VIII \$ 260	PM ENG VI \$ 225	Elec QC ENG VI \$ 225	Elec ENG III \$ 175	Struct ENG IV \$ 190	Civil QC ENG VII \$ 240	Civil ENG III \$ 175	IC QC ENG V \$ 205	IC ENG II \$ 155	Total Hours	Total Labor	Travel	Printing & Mailing	Other Expenses	Total Cost
<b>1 Project 2 - Project Management and Subconsultants</b>																
1.1 Project Management		4	20								24	\$ 5,540	\$ 100			\$ 5,640
1.2 Kick-off Meeting			8		4						12	\$ 2,500				\$ 2,500
1.3 Monthly Progress Meetings			10								10	\$ 2,250				\$ 2,250
1.4 Survey and Utility Locating			4								4	\$ 900				\$ 900
1.5 Geotechnical Investigation											-	\$ -			\$ 7,500	\$ 7,500
											-	\$ -				\$ -
<b>2 Project 2 - Preparation of Construction Bidding Documents</b>																
2.1 30% Design			8		120			16		2	146	\$ 25,910				\$ 25,910
2.2 30% Review Workshop			4		4						8	\$ 1,600				\$ 1,600
2.3 70% Design			8		120	2		16		4	150	\$ 26,600				\$ 26,600
2.4 70% Review Workshop			4		4						8	\$ 1,600				\$ 1,600
2.5 100% Design			8		120	2		16		4	150	\$ 26,600				\$ 26,600
2.6 100% Review Workshop			4		4						8	\$ 1,600				\$ 1,600
2.7 Bid-Ready Documents			4		60	1		8		2	75	\$ 13,300				\$ 13,300
2.8 QC/QC		8	8	16			8		4		44	\$ 10,220				\$ 10,220
											-	\$ -				\$ -
<b>3 Project 2 - Bid Assistance</b>																
4.1 Invitation to Bid and Advertisement			8								8	\$ 1,800				\$ 1,800
4.2 Manage Pre-Bid Meeting			4								4	\$ 900	\$ 100			\$ 1,000
4.3 Answer Bidder Questions, Issue Addenda			8		16			2			26	\$ 4,950				\$ 4,950
4.4 Develop Bid Tabulation and Award Recommendation			4								4	\$ 900				\$ 900
											-	\$ -				\$ -
<b>Total</b>	-	12	114	16	452	5	8	58	4	12	681	\$127,170	\$ 200	\$ -	\$ 7,500	<b>\$ 134,870</b>
<b>Total Labor Dollars by Staff</b>		\$ 3,120	\$ 25,650	\$ 3,600	\$ 79,100	\$ 950	\$ 1,920	\$ 10,150	\$ 820	\$ 1,860						

**DuPage County Facilities Management Electrical Engineering Services  
Project 3 Fee Estimate Summary  
Donohue & Associates**

Submit: JTB Date: 19-Dec-23  
Review: Date:  
Revised: Date:

Task Description	Sheet Count	PP ENG VIII	PM ENG VI	Elec QC ENG VI	Elec ENG III	Struct QC ENG V	Struct ENG IV	IC QC ENG V	IC ENG II	Total Hours	Total Labor	Travel	Printing & Mailing	Other Expenses	Total Cost
		\$ 260	\$ 225	\$ 225	\$ 175	\$ 205	\$ 190	\$ 205	\$ 155						
<b>1 Project 3 - Project Management and Subconsultants</b>															
1.1 Project Management		4	16							20	\$ 4,640	\$ 100			\$ 4,740
1.2 Kick-off Meeting			8		4					12	\$ 2,500				\$ 2,500
1.3 Monthly Progress Meetings			8							8	\$ 1,800				\$ 1,800
1.4 Survey and Utility Locating										-	\$ -				\$ -
1.5 Geotechnical Investigation										-	\$ -				\$ -
										-	\$ -				\$ -
<b>2 Project 3 - Preparation of Construction Bidding Documents</b>															
2.1 30% Design			8		32		12		2	54	\$ 9,990				\$ 9,990
2.2 30% Review Workshop			4		4					8	\$ 1,600				\$ 1,600
2.3 70% Design			8		32		12		4	56	\$ 10,300				\$ 10,300
2.4 70% Review Workshop			4		4					8	\$ 1,600				\$ 1,600
2.5 100% Design			8		32		12		4	56	\$ 10,300				\$ 10,300
2.6 100% Review Workshop			4		4					8	\$ 1,600				\$ 1,600
2.7 Bid-Ready Documents			4		16		6		2	28	\$ 5,150				\$ 5,150
2.8 QC/QC		4	8	16		8		4		40	\$ 8,900				\$ 8,900
										-	\$ -				\$ -
<b>3 Project 3 - Bid Assistance</b>															
4.1 Invitation to Bid and Advertisement			8							8	\$ 1,800				\$ 1,800
4.2 Manage Pre-Bid Meeting			4							4	\$ 900	\$ 100			\$ 1,000
4.3 Answer Bidder Questions, Issue Addenda			4		8		4			16	\$ 3,060				\$ 3,060
4.4 Develop Bid Tabulation and Award Recommendation			4							4	\$ 900				\$ 900
										-	\$ -				\$ -
<b>Total</b>	-	8	100	16	136	8	46	4	12	330	\$ 65,040	\$ 200	\$ -	\$ -	\$ 65,240
<b>Total Labor Dollars by Staff</b>		\$ 2,080	\$ 22,500	\$ 3,600	\$ 23,800	\$ 1,640	\$ 8,740	\$ 820	\$ 1,860						

**DuPage County Facilities Management Electrical Engineering Services**  
**Project 4 Fee Estimate Summary**  
**Donohue & Associates**

Submit: JTB      Date: 19-Dec-23  
Review:              Date:  
Revised              Date:

Task Description	Sheet Count	PM	Elec QC	Elec	Total Hours	Total Labor	Travel	Printing & Mailing	Other Expenses	Total Cost
		ENG VI	ENG VI	ENG III						
		\$ 225	\$ 225	\$ 175						
<b>1 Project 4 - On-Call Electrical Engineering Services</b>										
1.1 On-Call Electrical Engineering Services		16	28	172	216	\$ 40,000				\$ 40,000
					-	\$ -				\$ -
<b>Total</b>	-	16	28	172	216	\$ 40,000	\$ -	\$ -	\$ -	\$ 40,000
<b>Total Labor Dollars by Staff</b>		\$ 3,600	\$ 6,300	\$ 30,100						

### Exhibit C Notes

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.
2. This Exhibit should include all classifications that *might be* involved with the project. This avoids your resubmittal and the need to go through the approval process again.
3. Minimum rate is the lowest rate being paid to personnel for a particular classification (rounded down to nearest \$ amount).
4. Maximum rate is the top rate being paid to personnel for a particular classification considering employee raises within contract period (rounded up to nearest dollar amount).
5. Revisions to Exhibit C shall be limited to adjustments requested by the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.

