October 27, 2026

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

Re: Proposal for Professional Services during Construction for Lead Service Line Replacement (LSLR) FY27 (EPA Loan Project Number: L177879)

Dear Mr. Burman:

Burns & McDonnell Engineering Co., Inc. (BMcD) is pleased to provide this proposal for Construction Services to assist the Village of Homewood (Village) with the monitoring and observing of construction of the Village's Lead Service Line Replacement (LSLR) FY27 project.

PROJECT UNDERSTANDING

The Village plans to replace up to 249 lead service lines for FY27 Project 1, and after extensive collaboration with BMcD, the IEPA has set aside funding through the State Revolving Fund (SRF) for the Village's Lead Service Line work in 2027. This is the first step in a larger program where the Village plans to replace all lead service lines by the end of 2037, to comply with the Lead and Copper Rule Improvements, issued by the EPA in October 2024. Under separate agreement, BMcD was hired by the Village to develop a Construction Bid Package consisting of the locations of the service lines to be replaced in 2027 with general design details and specifications for the purpose of monitoring a contractor in the performance of the work. The Village will solicit bids for the construction of the 2027 lead service line replacements and hire a contractor to perform the work. BMcD's sole role in this contract is to periodically monitor, observe, document, and report to the Village the work performed by the Contractor. The Village intends to have the project complete by the end of 2027.

This proposal covers services to be provided associated with Project 1 of the 2027 Lead Service Line Program. Services anticipated to be provided include the following:

TASK 1.0: CONSTRUCTION ADMINISTRATION

The Construction Administrator will assist the Village in the overall implementation and management of Project 1 of the 2027 Lead Service Line Program and provide the Specific Duties and Responsibilities listed below. The Construction Administrator will work closely with and report to the Director of Public Works or his designee.

Specific Duties and Responsibilities:

A. Project Control and Management:
Establish and maintain lines of communication, authority, and procedures between the Village, BMcD, and the Village's Contractor(s). Prepare and submit monthly BMcD project invoices for up to 10-months.

B. Contract Requirements:
Review items submitted by the contractor, such as insurance and bonds, for general conformance with contract requirements.

C. Construction Monitoring:
Periodically observe the work of Contractor for general compliance with the contract requirements. BMcD is not viewing such work product to evaluate, assess, or change the means or methods of design, fabrication, or construction. BMcD has no duty to evaluate any approaches, means, or methods, or safety practices of Villages contractor(s).

D. Scheduling:
Review the schedules that the contractor submits to confirm they are in general conformance with contract requirements. Review monthly schedules submitted by the contractor to determine if the contractor will complete the project within the contract milestone dates.

E. Administration:
Handle project administrative correspondence including preparation of written documents and correspondence requiring the Village's signature and authorization. Maintain a file of daily construction reports prepared by BMcD's Resident Project Representative ("the RPR").

F. Contractor's Payment:
Review Contractor's applications for progress and final payment. Submit to the Village for processing and payment. Up to nine (9) monthly pay requests are included.

G. Change Orders:
Recommend necessary or desirable change orders to the Village, review requests for change orders, and handle administrative aspects to include contractor negotiations, formal preparation and submission to the Village. Up to five (5) change orders are included. Disputes beyond normal contract administration involving third party dispute resolution processes are not included in this work, and would require a separate agreement.

H. Job Meetings:
Conduct periodic progress meetings with associated parties to review construction progress, procedures, Contractor's schedule progress, design interpretation, and project status. Up to ten (10) meetings or presentations to be attended by the Construction Administrator are included.

I. Final Completion:
Together with the RPR, conduct and develop a pre-final project walk through and develop a pre-final punchlist for the Contractor. Upon competition of the pre-final punchlist, notify the Village that a final inspection is in order. Attend the final inspection with the Village and Contractor. Advise the Village when punchlist work resulting from the final inspection has been completed. Prepare and submit final pay estimate for processing.

J. SRF Documentation:
1) Provide information for quarterly SRF construction progress reports such as project status, percent complete and costs incurred.
2) Submit completed contract documents for L177879 to Village for IEPA submission
3) Prepare monthly disbursement requests for L177879 to Village of IEPA submission
   a) Review quarterly apprenticeship reporting reports for L177879 prepared by the contractor

K. Documentation:
Burns & McDonnell will document and record the status of the lead service lines included in this project on an iPad or other electronic tablet provided by Burns & McDonnel. The status will include the date of replacement for private and public side lead service lines, the material used for replacement (i.e. copper), and identification of lead service lines that are not replaced due to Owner refusal or failure to comply with requirements of the access agreement. Burns & McDonnell will also use the iPad to collect the approximate locations of the corporation stops on the water main and the curb stop on each service line. Village will be responsible for the overall lead service line inventory and for incorporating the data provided by BMcD into the lead service line inventory.

TASK 2.0: RESIDENT PROJECT REPRESENTATIVE (RPR)

General: The RPR will be onsite periodically to observe portions of the work. The responsibilities of the RPR will include field and construction observation, contract document interpretation, taking quantities to the point of delivery, contract administration and documenting the general day to day construction activities by the contractor, and progress meetings. RPR will coordinate with Village and notify the Village of any substantial schedule changes and review the contractors' general compliance with contract drawings and specifications. The RPR will work with and report to the Construction Administrator. The RPR will provide the following duties:

Specific Duties and Responsibilities

A. Contract Liaison:

Respond to requests for interpretation submitted by the contractor. Work principally with the Contractor's on-site superintendent or foreman. Serve as the Village's liaison with other local agencies, utility companies, state agencies, located in the Village right of way. Resident, property owner, and business concerns will be directed to the Village. Communicate not less than weekly with the Village.

B. Review of Work, Defective Work, Observation, and Testing:

1) Conduct on-site observations of the work in progress and check that work is in general conformance to the contract documents.
2) Observe work performed for general conformance to the requirements of the contract documents, and inform the Village regarding observed work that does not generally conform to the requirements of the contract documents and may be considered unsatisfactory, faulty, or defective.
3) Verify that tests required by the contract documents and in presence of the required personnel, and that contractors maintain adequate record thereof; observe, record and report to Construction Administrator appropriate details relative to the test procedures.
4) Observe required field tests such as concrete tests or soil compaction tests as specified and performed by others. Review the results of all field and laboratory tests to determine the suitability of materials tested. Notify Contractor and Village of any deviations.
    a) Accompany visiting inspectors and record the outcome of these inspections and report to Construction Administrator.
    b) Memorialize materials quantities used on site for future Contractor Pay Application Review.

C. Contractors Request for Information (RFI):
Respond to Contractor RFIs regarding the drawings and specifications which may be submitted by the Contractor and make recommendations to the Construction Administrator with any time and cost implications for final decision.

D. Schedules:
Review construction schedule prepared by the contractor. Communicate to the Village conditions which may cause delay in completion and report same to the Contractor and the Construction Administrator.

E. Meetings:
Schedule, attend, and lead progress meetings while in the field with associated parties to review the overall project status. Assume that progress meetings will be held on a weekly basis when contractor is on site.

F. Contract Administration and Records:
1) Handle day to day contract administration and associated correspondence in accordance with the established procedures.
2) Maintain at the job site orderly files for correspondence, reports of job conferences, reproductions of original contract documents including addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract documents, progress reports, and other project related documents.
3) Keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials, daily activities, decisions, and general observations of the ongoing work.
4) Record names, addresses and telephone numbers of Contractors, sub-contractors and major suppliers of equipment and materials.

G. Reports:
Furnish Construction Administrator written reports as required of progress of the work and Contractor's compliance with the approved progress schedule.

H. Contractors Payment:
Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them to Construction Administrator, noting particularly their relation to the schedule of values and/or bid items, work completed and materials and equipment delivered to the site.

I. Change Orders:
Perform initial evaluation of change orders and submit same to Construction Administrator with cost estimate breakdown for final approval and processing. This scope of services assumes that there will be a maximum of five (5) change orders on the project. These change orders will be submitted to the IEPA.

J. Lead Service Line Replacement Tracking and Record Drawings:
On a Burns & McDonnell provided tablet (iPad) that will be connected to the Village's Arc GIS Online (AGOL) account, track quantities that have been incurred by the Contractor, and locations of new services (as described above). Update drawings with lead services lines there were replaced.

K. Final-Completion:
1) Together with the Construction Administrator conduct and prepare a pre-final project walk through and provide the contractor with a pre-final punchlist. Notify the Construction Administrator when the punchlist has been addressed and the project is ready for final payment.
    a. Together with the Construction Administrator conduct a final project review with the Village and the Contractor. Prepare a final punchlist and submit to the Contactor. Notify the Construction Administrator when all work is completed and ready for final payment.
    b. Review Contractor provided red-lined as-builts and generate an updated set up as-builts that indicate the new service line locations. Submit the as-builts to the Village and the IEPA in .PDF format.

ASSUMPTIONS
1. BMcD will not provide building inspection, health and safety inspection, or plumbing inspection services, as these tasks will be performed by the Village or its contractor if and when required.
2. BMcD has not been retained to provide review, inspection or observation related to site safety or occupational safety and health administration (OSHA) guidelines or regulations, including without limiting, any plans, precautions, personal protective equipment, means, methods, techniques, sequences, or procedures used to fabricate, assemble, install, or construct the project.
3. BMcD is not responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s') failure to perform its work in accordance with the contract documents.
4. Site visits to review, inspect or observe a prospective site or the progress and quality of

the work, whether such visit occurs during any period when construction or equipment installation is underway or not, shall not create any duties in respect of BMcD and the safety of persons and shall not cause BMcD to be responsible for any plans, precautions, personal protective equipment, means, methods, techniques, sequences or procedures of anyone performing fabrication, assembly, installation or construction in connection with the project. BMcD's responsibilities in connection with the project shall not be inferred by any person to mean that BMcD has any responsibility for site safety. Safety in, on, or about the site is the sole and exclusive responsibility of the contractor alone.

5. Site visits to review, inspect or observe the progress and quality of the project shall not cause BMcD to assume any liability for any contractor(s') failure to perform its work in accordance with its contract documents.
6. Contractor to document and record condition of interior of structure prior to commencement of work using photo and video of the area affected by the work Contractor to record the work performed on the interior of structure on private property using photo and video of the area affected by the work and share these with the RPR upon completion. Contractor recordings will be sufficient for the RPR to estimate quantities.
7. Contractor to prepare the quarterly apprenticeship reporting reports for L177879, and submit to BMcD for review and distribution to the IEPA.
8. BMcD is not obligated to observe unsafe conditions or enter properties that may be unsafe. This includes, but is not limited to, the following: violent animals, residents displaying unsafe behaviors in the sole discretion of the RPR, noxious fumes, cluttered homes, or any other perceived or observed situations that the BMcD determines makes entry unsuitable.
9. Village will perform lead service line sampling and reporting three (3) to six (6) months after service line replacements are completed if a resident requests in accordance with 40 CRF§141.84 (H.3.IV). Burns & McDonnells role in the resident sampling will be limited to distribution and collection of sample bottles left with the occupants, only if the distribution and collection happens while the Contractor performing other construction work on-site for which BMcD is present. The scope does not include time solely dedicated to sample distribution and collection.
10. Village will manage resident outreach, and in the event of non-responsive property owners, the Village will issue the IDPH Waiver of Full Lead Service Line Replacement.
11. Attendance, presentations, and memos related to Village Board meetings are not included.
12. Contractor is responsible for collecting the soil and pH samples required to populate the IEPA clean construction demolition debris forms (662 or 663).
13. Developing, maintaining, and/or hosting a LSLR Specific Website and/or any public

relations work, including public meetings, media campaign, press releases, and advertising is not included, as this work will be performed by the Village.

14. BMcD will provide one (1) RPR for the project, regardless of the number of contractor crews. The Village acknowledges that BMcD monitoring of the work performed by the contractor will be periodic and limited by what the BMcD RPR can visually observe and BMcD will not visually observe all work performed. This could be attributed to multiple crews or subcontractors working, in-person progress meetings located off-site, or any number of other reasons, including the work taking place on private property. Additional RPRs can be added for additional fee.
15. Up to a maximum of 10 RFI responses is included.
16. Up to a maximum of 20 submittals and resubmittals are included
17. RPR is assumed to be a Level 10 working forty (40) hours per week total for thirteen (13) weeks (520 hours).
18. A BMcD fleet vehicle has been included for a total of four (4) months.
19. The Contractor is responsible for obtaining the Village's temporary easement agreement and/or access agreements. BMcD will document the properties for which access agreements have been obtained. BMcD will not enter private property prior to an access agreement being in place.
20. Materials testing services will be performed by the Contractor.
21. BMcD will provide general administrative support of the Village but is not responsible for site safety, Contractor's schedule, Contractor's costs, or other aspects or requirements of the project that are not specifically defined in this scope of work.
22. Existing homes are assumed to comply with the Village's building codes and/or ordinances and are able to receive the lead service line replacement. BMcD will not provide any engineering or technical assistance for homes that are otherwise unable to receive the lead service line replacement in compliance with current code requirements.
23. BMcD will only enter the residences of private property at the direction of the Contractor or Village staff and only with the Contractor or a member of Village staff present.
24. Disputes between Village's contractor(s) and property owners, or related to contractor(s)' work will be referred to Village. BMcD will not resolve property owner disputes regarding contractor actions in carrying out work. Village will retain final decision making authority regarding adequacy of contractor performance.
25. BMcD's RPR services are solely for the purpose of monitoring and observing that the work performed by the Village's contractors is in general conformance with the contract

documents and so advising Village. BMcD's personnel are not licensed plumbers or building inspectors, and BMcD's services are not for the purpose of confirming that work performed is in accordance with building codes and/or ordinances or any professional standards. BMcD does not have a duty to discover, but will note conditions observed on private property, including but not limited to foundation cracks or deterioration, drainage problems, plumbing defects, leaks, or others to the Village's building inspector for further assessment and resolution.

26. Conflicts and disputes with residents, property owners, or businesses and any of their complaints directed to BMcD related to the project will be referred to the Village. The Village will act as the interface between the resident, property owner, or business and the contractor and handle all communications related to the issue from that point forward or will provide written direction for BMcD to communicate to the resident.
27. Refusal by property owner to comply with an existing access agreement will constitute a refusal to proceed. Any additional work with property whose owners have refused entry shall be subject to a change in scope.
28. Village is responsible to identify ownership of property in connection with access agreements. BMcD will do a data comparison by comparing publicly available Cook County tax records to the Village utility records. Any discrepancies (i.e. differences in the names of homeowners) will be flagged for the Village. The Village will then perform a title search on the subject property.
29. The Village of Homewood will be responsible for initially distributing the Access Agreements to residents and collecting signatures approving work to be conducted on private property. The Village is legally obligated to make several attempts to contact property owners and solicit access agreements. The Contract Documents direct the Contractor to solicit Access Agreements from property owners that have not signed to date, and document each attempt to contact the property owners.
30. The Village of Homewood is responsible for hydro excavating all service lines (at the B-Box) labeled for replacement in the Contract Drawings and determining materials prior to the start of the Contractor's work in the field. BMcD will not be on-site during hydroexcavation.

SCHEDULE

1. Provide Contractor Notice to Proceed in January 2027.
    a. Contractor will have 275 days from Notice to Proceed to Substantial Completion.
2. Work to commence in March 2027.
3. Work to be substantially complete by October 31st, 2027.

COMPENSATION

Burns & McDonnell proposes to perform Tasks 1 through 2 on a time and materials basis of **$265,388** based on the attached rate sheet. See summary table below.

Task Description	**Task Total**
TASK 1.0: CONSTRUCTION ADMINISTRATION	$ 45,805
TASK 2.0: RESIDENT PROJECT REPRESENTATIVE (RPR)	$ 219,583
Scope Total	**$265,388.00**

FUNDING ALLOCATION

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

Loan Number L177879	IEPA SRF Category	Contract Value	Value Requested in Loan Application
IEPA FY27 LSLR PWSLP SRF Loan 1 Task 1 - IEPA Multi-Year Project Plans and Funding Nomination Form Task 2 - Project Management Services Task 3 - Contract Documents (Specifications and Drawings) for FY2027 LSLR PWSLP Projects	Design Services	$12,470	$14,955
IEPA FY27 LSLR PWSLP SRF Loan 1 Task 4 - Bidding for FY2027 LSLR PWSLP Projects	Construction Services	$1,645	$271,667
IEPA FY27 LSLR PWSLP SRF Loan 1 Task 1 – Construction Administration Task 2 – Resident Project Representative	Construction Services	$265,388	
Total Costs Reimbursable through IEPA SRF Loans:		**$279,503**	**$286,622**

TERMS AND CONDITIONS

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

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

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public: (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default. I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Audit and Access to Records Clause:

1. Books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
2. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.

3. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
4. The final audit report shall include the written comments, if any, of the audited parties.
5. Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365.650 or Section 662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

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

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

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

BURNS McDONNELL

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Project: Construction for Lead Service Line Replacement (LSLR) FY27 Project 1 (EPA Loan Project Number: L177879)	**Date of Letter, Proposal, or Agreement: October 27, 2026**
Client: Village of Homewood	**Client Signature:**

1. SCOPE OF SERVICES
For the above-referenced Project, Burns & McDonnell Engineering Company, Inc. (BMcD) will perform the services set forth in the above-referenced Letter, Proposal, or Agreement, in accordance with these Terms and Conditions. BMcD has relied upon the information provided by Client in the preparation of the Proposal, and shall rely on the information provided by or through Client during the execution of this Project as complete and accurate without independent verification.

2. PAYMENTS TO BMCD
A. Compensation will be as stated in the above-referenced Letter, Proposal, or Agreement. Statements will be in BMcD's standard format and are payable upon receipt. Time is of the essence in payment of statements, and timely payment is a material part of the consideration of this Agreement. A late payment charge will be added to all amounts not paid within 30 days of statement date and shall be calculated at 1.5 percent per month from statement date. Client shall reimburse any costs incurred by BMcD in collecting any delinquent amount, including reasonable attorney's fees. If a portion of BMcD's statement is disputed, Client shall pay the undisputed portion by the due date. Client shall advise BMcD in writing of the basis for any disputed portion of any statement.

B. Taxes as may be imposed on professional consulting services by state or local authorities shall be in addition to the payment stated in the above-referenced Letter, Proposal, or Agreement.

3. INSURANCE
A. During the course of performance of its services, BMcD will maintain Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of $1,000,000, Commercial General Liability with limits of $1,000,000 per occurrence and $2,000,000 general aggregate, and Automobile Liability insurance with combined single limit of $1,000,000 per accident, including the Village of Homewood as additional insured on the Commrercial General Liabilty and Automobile Policies.

B. If the Project involves on-site construction, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming Client as a Named Insured and BMcD as an Additional Insured or to endorse Client and BMcD using ISO forms CG 20 10 0704 & CG 20 37 0704 endorsements or their equivalents as Additional Insureds on all construction contractor's liability insurance policies covering claims for personal injuries and property damage in at least the amounts required of BMcD in 3A above. Construction contractors shall be required to provide certificates evidencing such insurance to Client and BMcD. Contractor's compensation shall include the cost of such insurance including coverage for contractual and indemnification obligations herein.

C. Client and BMcD release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance and self-insurance during and after the completion of BMcD's services. A provision similar to this shall be incorporated into all construction contracts entered into by Client, and all construction contractors shall be required to provide additional insured coverage and waivers of subrogation in favor of Client and BMcD for damage covered by any construction contractor's policies of insurance.

4. INDEMNIFICATION
A. To the extent allowed by law, Client will require all construction contractors to indemnify, defend, and hold harmless Client and BMcD from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

B. If this Project involves construction and BMcD does not provide consulting services during construction including, but not limited to, on-site monitoring, site visits, site observation, shop drawing review, and/or design clarifications, Client agrees to indemnify and hold harmless BMcD from any liability arising from this Project or Agreement, except to the extent caused by BMcD's negligence.

C. OWNER agrees to indemnify ENGINEER for damages, costs and expenses (including reasonable attorney's fees) but only to the extent caused by the negligent acts, errors or omissions of OWNER, its officers, directors, shareholders, Contractors, employees, agents, and consultants, and any of them.

5. PROFESSIONAL RESPONSIBILITY– LIMITATION OF REMEDIES
A. BMcD will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If BMcD fails to meet the foregoing standard, BMcD will perform at its own cost, the professional services necessary to correct errors and omissions reported to BMcD in writing within one year from the completion of BMcD's services for the Project. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service.

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

C. BMcD's aggregate liability for all damages connected with its services for the Project not excluded by the preceding subparagraph, whether or not covered by insurance will not exceed $1,000,000.

D. These mutually negotiated obligations and remedies stated in this Paragraph 5, Professional Responsibility – Limitation of Remedies, are the sole and exclusive obligations of BMcD and remedies of Client, whether liability of BMcD is based on contract, warranty, strict liability, tort (including negligence), indemnity, or otherwise.

6. PERIOD OF SERVICE AND SCHEDULE
The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. BMcD's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. BMcD shall make reasonable efforts to comply with deliverable schedules (if any) and consistent with BMcD's professional responsibility.

7. COMPUTER PROGRAMS OR MODELS
Any use, development, modification, or integration by BMcD of computer models or programs does not constitute ownership or a license to Client to use or modify such computer models or programs.

8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS
A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for Client information and convenience only. Such media or transmissions are not to be considered part of BMcD's instruments of service. BMcD, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. BMcD shall not be liable for loss or damage directly or indirectly, arising out of Client's use of electronic media or data transmissions.

9. DOCUMENTS
A. All documents prepared by BMcD pursuant to this Agreement are instruments of service in respect of the Project specified herein. They

are not intended or represented to be suitable for reuse by Client or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by Client or others without written verification, adaptation, and permission by BMcD for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BMcD.

B. In the event that BMcD is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents that Client either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Client warrants the completeness, accuracy, and efficacy of the information, data, and design provided by or through Client (including prepared for Client by others), for which BMcD shall rely on to perform and complete its services.

10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS
Estimates, schedules, forecasts, and projections prepared by BMcD relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on BMcD's experience, qualifications, and judgment as a professional. Since BMcD has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, BMcD does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by BMcD.

11. POLLUTION
In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon BMcD in performing such services, notwithstanding the responsibility of BMcD set forth in Paragraph 5A to the maximum extent allowed by law, Client agrees to release, defend, indemnify and hold harmless BMcD and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses including, but not limited to, claims of Client and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by BMcD's willful disregard of its obligations under this Agreement. Such indemnification includes claims arising out of, or in any way relating to, the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain, chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant.

12. ON-SITE SERVICES
A. Project site visits by BMcD during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make BMcD responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s') failure to perform its work in accordance with the contract documents.

B. Client shall disclose to BMcD the location and types of any known or suspected toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by BMcD's employees or subcontractors. If any hazardous wastes not identified by Client are discovered after a Project is undertaken, Client and BMcD agree that the scope of services, schedule, and compensation may be adjusted accordingly. Client agrees to release BMcD from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site.

13. CHANGES
Client shall have the right to make changes within the general scope of BMcD's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of Client and BMcD.

14. TERMINATION
Services may be terminated by Client or BMcD by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay BMcD all amounts due BMcD for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by BMcD in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid estimated, lump sum, or not-to-exceed fee, as applicable.

15. DISPUTES, NEGOTIATIONS, MEDIATION
A. If a dispute arises relating to the performance of the services to be provided and, should that dispute result in litigation, it is agreed that the substantially prevailing party (as determined in equity by the court) shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorney's fees and other related expenses.

B. The parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, the parties agree to submit to and participate in a third party-facilitated mediation as a condition precedent to resolution by litigation. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association.

C. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date BMcD's services are substantially complete.

16. WITNESS FEES
A. BMcD's employees shall not be retained as expert witnesses, except by separate written agreement.

B. Client agrees to pay BMcD pursuant to BMcD's then current schedule of hourly labor billing rates for time spent by any employee of BMcD responding to any subpoena by any party in any dispute as an occurrence witness or to assemble and produce documents resulting from BMcD's services under this Agreement.

17. CONTROLLING LAW
This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Illinois, without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the 18th Judicial Circuit Court, County of DuPage, Wheaton, Illinois, or the United States District Court, Northern District of Illinois.

18. RIGHTS AND BENEFITS – NO ASSIGNMENT
BMcD's services will be performed solely for the benefit of Client and not for the benefit of any other persons or entities. Neither Client nor BMcD shall assign or transfer interest in this Agreement without the written consent of the other.

19. ENTIRE CONTRACT
These Terms and Conditions and the above-referenced Letter, Proposal, or Agreement contain the entire agreement between BMcD and Client relative to BMcD's services for the Project herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to BMcD's services for the Project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event Client issues to BMcD a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or not signed by BMcD, shall be considered only as an internal document of Client to facilitate administrative requirements of Client's operations.

20. SEVERABILITY
Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

- END -

Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office *	5	$92.00
Technician *	6	$114.00
Assistant *	7	$133.00
	8	$179.00
	9	$204.00
Staff *	10	$231.00
	11	$248.00
Senior	12	$284.00
	13	$309.00
Associate	14	$319.00
	15	$321.00
	16	$323.00
	17	$326.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.

2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.

3. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.

4. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.

5. The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary, affiliate, related, or associated entity shall be billed to owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell, except that services provided by Burns & McDonnell Global, Inc. will be billed at a Level 6 based on the rates listed above.

6. The rates shown above are effective for services through December 31, 2027, and are subject to revision thereafter. The composition or build-up of the rates shown above are not subject to audit, inspection, or review.