



Agenda Item Executive Summary

AGENDA Water & Sewer Rate Study Award
ITEM: _____

BOARD OR Board
COMMITTEE: _____

BUDGET IMPACT

Amount \$ 172,457 Budgeted \$ 150,000

Fund(s): Water & Sewer Corresponding Activity Measure:

EXECUTIVE SUMMARY

As discussed at the March 4th Committee of the Whole Meeting, the Village is looking to complete a formal study to determine appropriate sewer and water rates to properly fund existing and future operational and capital needs. Staff presented the draft Request for Qualifications (RFQ) and incorporated board comments prior to issuance. Statements of Qualifications (SOQs) were due on March 28th. Of the seven (7) submittals, Village staff have determined Stantec Consulting Services, Inc., to be the most qualified firm. Stantec is a financial firm that will partner with Engineering Enterprises, Inc. (EEI) as the engineering subconsultant on the project. EEI is very familiar with our water and sewer system.

The consultants will conduct the study, submit a report, and present their findings and data to the Board for future rate adjustments. No rate changes will be proposed until the study is complete and has been presented, which is anticipated to be in winter 2025.

RECOMMENDATION

Staff recommends entering into the professional services agreement with Stantec Consulting Services, Inc.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Evaluate budget and implement water, wastewater and stormwater projects
Examine Service Delivery Methods

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: MOVE TO APPROVE RESOLUTION # 2025- _____ - R, A RESOLUTION APPROVING OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND STANTEC CONSULTING SERVICES, INC. FOR THE WATER AND SEWER RATE STUDY

Staff: Tyler Isham, Assistant Director of Public Works

Date: April 28, 2025

Memo

To: Paula Schumacher, Village Administrator
From: Tyler Isham, Assistant Director of Public Works
Subject: Water & Sewer Rate Study Award
Date: April 28, 2025

As discussed at the March 4th Committee of the Whole Meeting, the Village is looking to complete a formal study to determine appropriate sewer and water rates to properly fund existing and future operational and capital needs. A draft of the Request for Qualifications (RFQ) was shared with the Board, staff included comments the board had during the Committee of the Whole discussion and issued the RFQ the following day. Statements of Qualifications (SOQ) were due from interested firms by Friday, March 28th. The Village received seven (7) SOQs, all from qualified and reputable firms.

Staff reviewed all the firms SOQs and determined Stantec Consulting Services, Inc. to be the most qualified firm to submit. Stantec has completed hundreds of similar studies in the past, including Geneva, Elgin, Downers Grove, and Glenview to name a few local municipalities. Stantec is a financial firm that will partner with Engineering Enterprises, Inc. (EEI), an engineering firm that is very familiar with the Village's sewer and water systems, as a subconsultant on the study.

The study is proposed to include the following:

- Present a capital improvement analysis
- Grant opportunities/other funding strategies overall
- Analyzing current rates and evaluating based off the following criteria:
 - A tiered structure based off usage
 - Non-residential v. residential rates
- Provide comparable municipalities structures as examples/comparison.
- Life cycle analysis

The consultant will conduct the study, submit a report, and present their findings and data to the Board for future rate adjustments. No rate changes will be proposed until the study is complete and has been presented. The project is anticipated to take until winter 2025 and will then be incorporated into the future Capital Improvement Program after being presented to the board.

RECOMMENDATION

Staff recommends entering into the professional services agreement with Stantec Consulting Services, Inc.

MOTION

I MOVE TO APPROVE RESOLUTION # 2025-_____ - R, A RESOLUTION APPROVING OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND STANTEC CONSULTING SERVICES, INC. FOR THE WATER AND SEWER RATE STUDY

RESOLUTION 2025 - _____

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND STANTEC CONSULTING SERVICES, INC., FOR A WATER AND SEWER RATE STUDY

BE IT RESOLVED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, pursuant to its home rule authority, as follows:

SECTION ONE: **APPROVAL.** The Professional Services Agreement between the Village of Bartlett and Stantec Consulting Services, Inc., for a water and sewer rate study (the "Agreement"), a copy of which is appended hereto as Exhibit A and expressly incorporated herein by this reference, is hereby approved, subject to minor modifications as approved by the Village Administrator and Village Attorney.

SECTION TWO: **AUTHORIZATION.** The Village Administrator is hereby authorized and directed to sign the final Agreement on behalf of the Village of Bartlett.

SECTION THREE: **SEVERABILITY.** The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION FOUR: **REPEAL OF PRIOR RESOLUTIONS.** All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: **EFFECTIVE DATE.** This Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Dan Gunsteen, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2025 - _____ enacted on May 6, 2025, and approved on May 6, 2025, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

EXHIBIT A

Professional Services Agreement with Stantec Consulting Services, Inc.

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** is dated as of the ____ day of _____, 2025 ("**Agreement**"), and is by and between **THE VILLAGE OF BARTLETT** ("**Village**"), an Illinois home rule municipality, and **STANTEC CONSULTING SERVICES, INC.**, a New York corporation. ("**Contractor**")

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the Village's authority, the parties agree as follows:

SECTION 1. CONTRACTOR AND SCOPE OF SERVICES.

A. Engagement of Contractor. The Village hereby engages the Contractor to perform and provide a study of the Village's water and sewer rates (the "**Services**") in accordance with (1) the Village of Bartlett's Request for Qualifications for Water and Sewer Rate Study ("RFQ"); (2) Addendum No. 1 to the RFQ dated March 10, 2025; (3) Stantec's response to the RFQ dated March 28, 2025; and (4) Stantec's Level of Effort and Fee proposal dated April 28, 2025, all of which are attached hereto and incorporated herein as **Group Exhibit A** to this Agreement (collectively, the "**Proposal**"). The Contractor represents it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the Services set forth in the Proposal in accordance with the standards of practice, care, and diligence practiced by recognized companies or firms performing services of a similar nature in existence at the time of performance. The representations and certifications expressed are in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are reserved to the Village.

B. Commencement; Time of Performance. The Contractor must commence the Services immediately upon receipt of written notice that this Agreement has been fully executed by the Parties ("**Commencement Date**"). The Contractor must complete the Services provided for in the Proposal no later than December 31, 2025.

C. Compensation. The Village will pay the Contractor a lump sum, not-to-exceed amount of **\$172,457.00**, in accordance with the fee proposal attached to this Agreement as part of Group Exhibit A. The lump sum payment will be made by the Village within thirty (30) days of the Contractor's completion of the final report as described in the Proposal.

D. Term. The term of this Agreement will run from the effective date until the Contractor's final report is issued to the Village Board.

SECTION 2. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term "**Confidential Information**" shall mean information in the possession or under the control of the Village relating to the technical, business, or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system and information obtained from server logs or other records of electronic or machine readable form. Village Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Contractor from a source other than the Village prior to the time of disclosure of said information to the Contractor under this Agreement ("**Time of Disclosure**"); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other

means except an unauthorized act or omission or breach of this Agreement on the part of the Contractor or the Village; or (4) to have been supplied to the Contractor after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Contractor. The Contractor acknowledges that it may, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Contractor agrees to hold confidential all Confidential Information and will not disclose or use Confidential Information without express prior written consent of the Village. The Contractor must use reasonable measures at least as strict as those the Contractor uses to protect its own confidential information.

SECTION 3. INDEMNIFICATION; INSURANCE.

A. **Indemnification.** Contractor will indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with the Contractor's performance of, or failure to perform, the Services provided for under this Agreement, or any part thereof, or any failure to meet the representations and certifications set forth in this Agreement.

B. **Insurance.** The Contractor will, at its sole cost, obtain and keep in force at all times during the performance of any work referred to above, Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance in at least the type and amounts as follows:

1. Commercial General Liability: \$2,000,000.00 General Aggregate

The Contractor must name the Village as an additional insured and provide Village with Certificates of Insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Failure of Village to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. The Contractor agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Upon request, the Contractor will provide copies of any or all policies of insurance maintained in fulfillment hereof. Failure to maintain the required insurance may result in termination of this Contract at Village's option.

SECTION 4. DEFAULT.

If it should appear at any time that the Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("***Event of Default***"), and fails to cure any such Event of Default within 10 business days after the Contractor's receipt of written notice of such Event of Default from the Village,

then the Village will have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Contractor. The Village may require the Contractor, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Contractor and the Services into compliance with this Agreement.

2. Termination of Agreement by Village. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination, and the Contractor must refund any amounts already paid by the Village on a pro-rata basis.

3. Withholding of Payment by Village. The Village may withhold from any payment, whether or not previously approved, or may recover from the Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Contractor or as a result of actions taken by the Village in response to any Event of Default by the Contractor.

SECTION 5. SPECIAL PROVISIONS.

A. Relationship of the Parties. The Contractor acts as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Contractor; or (2) to create any relationship between the Village and any subcontractor of the Contractor.

B. Conflict of Interest. The Contractor represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Contractor or this Agreement; (2) as of the date of this Agreement neither the Contractor nor any person employed or associated with the Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Contractor nor any person employed by or associated with the Contractor shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Contractor represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Contractor represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

D. Compliance With Laws. Contractor must give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations. Contractor is solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors, performance of, or failure to perform, the Services or any part thereof. Every provision of law required by law to be inserted into this Contract is deemed to be inserted.

E. Mutual Cooperation. The Village agrees to cooperate with the Contractor in the performance of the Services, including meeting with the Contractor and providing the Contractor with such information that the Village may have that may be relevant and helpful to the Contractor's performance of the Services. The Contractor agrees to cooperate with the Village in the performance of and the completion of the Services and with any other Contractors engaged by the Village.

F. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Contractor in connection with any or all of the Services to be performed under this Agreement ("**Documents**") are deemed the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Contractor will cause the Documents to be promptly delivered to the Village.

H. Freedom of Information Act. The Contractor agrees to maintain, without charge to the Village, all records and documents for projects of the Village in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor must produce records which are responsive to a request received by the Village under the Freedom of Information Act so that the Village may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor must notify the Village and if possible, the Village will request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act due to Contractor's failure to Contractor documents or otherwise appropriately respond to a request under the Act, then Contractor will indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

SECTION 6. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. This Agreement may not be assigned by the Village or by the Contractor without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement will bind and inure to the benefit of the Parties to this Agreement and their agents, successors, and assigns.

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (4) by email. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt; (d) time-stamp email was sent. By notice complying with the requirements of this Section, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Daniel Dinges
Public Works Director
Village of Bartlett
1150 Bittersweet Drive
Bartlett, IL 60103
ddinges@bartlett.il.gov

Notices and communications to the Contractor shall be addressed to, and delivered at, the following address:

David Hyder
Senior Principal
Stantec Consulting Services, Inc.
1101 14th Street NW, Suite 1200
Washington DC 20005
David.hyder@stantec.com

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village.

F. Governing Laws. This Agreement will be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. Venue for any dispute arising out of relating to this Agreement will be in the Circuit Courts of Cook County, Illinois.

G. Entire Agreement. This Agreement, including Group Exhibit A, constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Agreement.

H. Waiver. Neither the Village nor the Contractor shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Contractor to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Contractor's right to enforce such rights or any other rights.

I. **Exhibits.** Exhibit A attached to this Agreement is hereby incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibits and the text of this Agreement, the text of this Agreement shall control.

THE VILLAGE OF BARTLETT

By: _____
Village Administrator

STANTEC CONSULTING SERVICES, INC.

By: _____

Title: _____