

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, MADE AS OF THIS ____ day of _____, 2026, by and between the City of Joliet, Illinois, an Illinois Municipal Corporation, (hereinafter called the "City") and Sheffield Safety & Loss Control LLC, (hereinafter called the "Consultant"), collectively referred to as the "Parties" herein, is an AGREEMENT for professional services.

NOW, THEREFORE, the City and the Consultant in consideration of the mutual covenants hereinafter set forth agree as follows:

SECTION 1 – SERVICES OF THE CONSULTANT

- 1.1 The Project scope of work is defined in the attached Letter Proposal dated March 25, 2026.
- 1.2 The City and the Consultant, by mutual agreement, shall determine the final schedule.
- 1.3 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by Consultants in their line of work. The Consultant will use their best professional judgment in the course of the work. Design criteria, guidelines and other standards shall be supplemented by the professional judgment of the Consultant. Deviations from design criteria, guidelines and other standards shall be called to the attention of the City's representative.

SECTION 2 – THE CITY'S RESPONSIBILITIES

The City will:

- 2.1 Provide full information as to the requirements for the Project in a timely manner in which the Consultant may reasonably rely on with regard to its completeness and accuracy.
- 2.2 Designate in writing a person to act as the City's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret, and define the City's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement.
- 2.3 Guarantee access to and make all provisions for the Consultant to enter upon the City's facilities as required for the Consultant to perform their work under this Agreement.
- 2.4 Examine all studies, reports and other documents presented by the Consultant and shall render decisions pertaining thereto within seven (7) calendar days from receipt so as not to delay the work of the Consultant.
- 2.5 Obtain approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

SECTION 3 – PAYMENTS TO THE CONSULTANT

3.1 The City will pay the Consultant for the professional services performed under SECTION 1, in an amount not to exceed \$485,750.00.

3.2 Invoices for payment shall be submitted by Consultant to the City, together with reasonable supporting documentation. The City may require such additional supporting documentation as City reasonably deems necessary or desirable. Payment to Consultant shall be made in accordance with the Illinois Local Government Prompt Payment Act, after City's receipt of an invoice and all such supporting documentation.

3.3 Payment to the Consultant for expenses associated with direct costs or reimbursable expenses, as dictated by the Agreement and/or Scope of Services, shall be made upon presentation of receipts for costs or expenses.

SECTION 4 – TIME OF COMPLETION

4.1 The Consultant shall complete the project within 365 days of the date of execution of this Agreement, subject to time extensions to such schedule arising from delays beyond Consultant's control. To the extent Consultant is impacted by such delays, Consultant shall be entitled to an adjustment to its schedule for performance.

4.2 Time is of the essence for this Agreement.

4.3 The Consultant shall commence work within ten (10) calendar days of the date of execution of this Agreement or such other time mutually agreed to by the Parties in writing.

4.4 The Consultant may request an extension to complete the scope of work, and the City may grant such extension in a subsequent contract amendment.

SECTION 5 – RIGHTS TO DELIVERABLES

5.1 Deliverables, as defined in the Scope of Work, shall become the City's permanent property upon payment by the City to the Consultant.

5.2 Consultant shall not use photographs of the Deliverables for project competition, awards of any nature, project testimonials, presentations, advertising, proposals, professional papers, public display, or any other use without obtaining prior written approval from the City's representative. Any photographs taken of City property in the execution of the Consultant's work may not be re-used by the Consultant for project competition, awards of any nature, project testimonials, advertising, proposals, presentations, professional papers, public display, or any other use without obtaining prior written approval from the City's representative.

SECTION 6 – REMOVAL AND REPLACEMENT OF PERSONNEL

6.1 Consultant (for the duration of the term of the Agreement) will not, without obtaining the City's prior written consent not to be unreasonably withheld, replace, or alter the assignment of its

lead personnel, to the extent their respective availability is reasonably within the Consultant's control.

6.2 Consultant shall promptly remove any person assigned to perform the Services in the event of notification by the City that he/she is no longer acceptable, irrespective of any prior City consent. Replacement of lead personnel, prior to assignment, will be subject to the City's approval, which shall not be unreasonably withheld.

6.3 A violation by Consultant of paragraph 6.1 and/or 6.2 may be considered a substantial and material breach of Agreement, for which termination and damages otherwise provided by Law or the Agreement may be claimed.

6.4 The City's right to request the removal of Consultant's personnel from the Services as set forth in paragraph 6.2 does not expressly or implicitly create an employer-employee relationship between the City and personnel assigned by Consultant. Such a relationship is expressly denied herein by Consultant and the City.

SECTION 7 – INSURANCE

The Consultant shall maintain for the duration of the Agreement, insurance purchased from a company, or companies lawfully authorized to do business in the State of Illinois and having a rating of at least A-minus as rated by A.M. Best Ratings. Such insurance will protect the Consultant from claims set forth below which may arise out of or result from the Consultant's operations under the agreement and for which the Consultant may be legally liable, whether such operations be by the Consultant or by a SubConsultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Worker's Compensation Insurance covering all liability of the Consultant arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.

Employers Liability covering all liability of Consultant as employer, with limits not less than: \$1,000,000 per injury – per occurrence; \$1,000,000 per disease – per employee; and \$1,000,000 per disease – policy limit.

Comprehensive General Liability in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Consultant's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the successful proposers employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Consultant, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement;

General Aggregate Limit \$ 2,000,000

Each Occurrence Limit \$ 1,000,000

Automobile Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

Each Occurrence Limit \$1,000,000

Professional Liability Insurance shall be maintained to respond to claims for damages due to the Consultant's errors and omissions.

Errors and Omissions \$1,000,000

Consultant agrees that with respect to the above required insurance:

1. The CGL policy shall be endorsed for the general aggregate to apply on an annual basis.
2. To provide separate endorsements: to name the City of Joliet and its officers and employees as additional insured as their interest may appear, and to provide 30 days' notice, in writing, of cancellation or material change.
3. The Consultant's insurance shall be primary in the event of a claim.
4. The City of Joliet shall be provided with Certificates of Insurance and endorsements evidencing the above-required insurance, prior to commencement of an agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.
5. A Certificate of Insurance that states the City of Joliet and its officers and employees have been endorsed as an "additional insured" by the Consultant's general liability and automobile liability insurance carrier. Specifically, this Certificate must include the following language: "The City of Joliet and its officers and employees are, and have been endorsed, as an additional insured under the above reference policy number _____ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."

Failure to Comply: In the event the Consultant fails to obtain or maintain any insurance coverage required under this Agreement, the City of Joliet may purchase such insurance coverage and charge the expense thereof to the Consultant. Such insurance shall be maintained in full force and effect during the life of the Agreement and shall protect the Consultant, its employees, agents and representatives from claims for damages, for personal injury and death and for damage to property arising in any manner from the negligent or wrongful acts or failures to act by the Consultant, its employees, agents and representatives in the performance of the work covered by the Agreement. The Consultant shall also indemnify and save harmless the City from any claims against, or

liabilities incurred by the Consultant of any type or nature to any person, firm or corporation arising from the Consultant's wrongful or negligent performance of the work covered by the Agreement.

SECTION 8 – SUCCESSORS AND ASSIGNS

The City and the Consultant each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the City nor the Consultant shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any employee, officer or agent of any public body or the Consultant which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

SECTION 9 – NON-DISCRIMINATION

In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or be subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental, or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the Agreement by the City.

SECTION 10 – MODIFICATION OR AMENDMENT

This Agreement constitutes the entire Agreement of the Parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment duly executed by the Parties. The Consultant agrees that no representations or warranties shall be binding upon the City unless expressed in writing herein or in a duly executed amendment hereof, or authorized or approved Change Order as herein provided.

SECTION 11 – APPLICABLE LAW AND DISPUTE RESOLUTION

11.1 This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of State of Illinois.

11.2 Any controversy, claim or dispute arising out of or relating to the interpretation, construction, or performance of this Agreement, or breach thereof, shall be referred to the American Arbitration Association (the "AAA") for a voluntary, non-binding mediation in the municipality where the Services are provided and to be conducted by a mutually acceptable single mediator, in accordance with then applicable Construction Industry Mediation Rules, prior to

resorting to litigation to any State or Federal Court located nearest to where the Services are provided. Neither party shall be liable for any indirect, incidental, or consequential damages of any nature or kind resulting from or arising in connection with this Agreement. The Parties shall share the cost of the mediator's services equally.

WITH RESPECT TO ANY SUCH LITIGATION, EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND WILLINGLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE BETWEEN OR AMONG ANY OF THE PARTIES HERETO, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THIS AGREEMENT, THE TRANSACTION(S) CONTEMPLATED HEREBY AND/OR THE RELATIONSHIP ESTABLISHED AMONG THE PARTIES HEREUNDER.

SECTION 12 – TERMINATION OF THE CONTRACT

12.1 TERMINATION BY THE CONSULTANT

If the Work is stopped for a period of thirty days under an order of any court or other public authority having jurisdiction, through no fault of the Consultant, or if the City has not made timely Payment thereon as set forth in this Agreement, then the Consultant may upon twenty-one (21) days written notice (from postmark) to the City, terminate the Agreement.

12.2 TERMINATION BY THE CITY

In the event of any breach of this Agreement by the Consultant, the City may, at its option, serve the Consultant with a written seven (7) day notice (from postmark) with the Consultant's option to cure the breach, or the City may engage the services of another Consultant to complete the work and deduct the cost of such completion from any amount due the Consultant hereunder, or the City may either pause or terminate the contract.

IN WITNESS WHEREOF, the undersigned have placed their hands and seals upon and executed this Agreement in triplicate as though each copy hereof were an original and that there are no other oral agreements that have not been reduced to writing in this statement.

CITY OF JOLIET

By: _____

H. Elizabeth Beatty

City Manager

Date: _____

ATTEST:

By: _____

Lauren O'Hara

City Clerk

Date: _____

SHEFFIELD SAFETY & LOSS CONTROL
LLC

By: _____

Name: _____

Title: _____

Date: _____



March 25, 2026

City of Joliet
150 W Jefferson Street
Joliet, IL 60432

Attn: Allison Swisher, Director of Public Utilities
Elizabeth Coronado Abrego, Director of Human Resources

RE: 2026 City of Joliet Safety Consultant Services

Sheffield Safety & Loss Control, LLC. is pleased to submit a proposal for Safety Consultant Services to the City of Joliet. The work tasks identified below will be performed as directed by the Director of Public Utilities (for the Department of Public Utilities) and the Director of Human Resources (for all other departments).

Scope of Services

1. Maintain written safety procedures included in the Safety Manual.
2. Provide on-site safety consulting services.
3. Attend department head safety committee meetings which shall occur monthly.
4. Conduct any additional workplace hazard assessments for clerical and non-clerical positions in each department as new work tasks are identified and revise, update, and provide recommendations for existing workplace hazard assessments upon request.
5. Provide Personal Protective Equipment (PPE) recommendations determined by hazards associated with task specific activities and assist in recommending PPE for purchase by City.
6. Continue developing training program recommendations and budget for each department.
7. Conduct or coordinate on-site training for OSHA and IDOL for all applicable City of Joliet staff.
8. Recommend additional OSHA and IDOL required training, not performed by the Safety Consultant on-site, to be performed in a cost-effective manner. Recommend other training programs for those programs that the Safety Consultant cannot perform on-site.
9. Maintain existing facility Safety Data Sheets and add new Safety Data Sheets and right to know procedures in the KHA Database.
10. Department of Public Works:
 - a. Lead, participate, and prepare meeting minutes for all Department of Public Works safety committee meetings. Safety committee meetings shall occur monthly for the Roadways division, Motor Maintenance division and Electricians divisions. Safety committee meetings shall be as needed for the Parking division and Engineering division.
 - b. Conduct job hazard analysis to mitigate risk utilizing elimination, substitution, engineering and administrative controls.
 - c. Conduct on-site inspections of Department of Public Works garages and facilities: 110 N Ottawa St, 9 Osgood St, 402 N Chicago St, 401 N Scott St, 818 Cass St, 400 N Chicago St, 1203 Cedarwood, and 2001 Arbeiter quarterly and submit written reports to Facilities Management Director.
 - d. Audit at least 4 maintenance crews weekly in the Roadways division.

- e. Audit MMD and parking staff in coordination with on-site facility inspections.
 - f. Audit engineering staff when working in the field monthly.
 - g. Conduct assessment and begin implementation of Lock-out Tag-Out program for the facilities.
 - h. Conduct assessment and begin implementation of Confined Space and Entry program for the facilities.
 - i. Implement the Industrial Hygiene survey program for public works staff. Includes but is not limited to audiometric testing, noise and carbon monoxide as needed.
11. Finance Department:
- a. Lead and participate in all Finance Department safety committee meetings. Safety committee meetings shall occur monthly (city hall clerical committee).
 - b. Conduct on-site inspections of Finance Department facility: 150 W Jefferson St quarterly and submit written reports to Facilities Management Director.
 - c. Audit at least 1 meter reader crew/crews monthly.
12. City Clerk's Office:
- a. Lead and participate in all City Clerk's safety committee meetings. Safety committee meetings shall occur monthly (city hall clerical committee).
 - b. Conduct on-site inspections of City Clerk's office facility: 150 W Jefferson St quarterly and submit written reports to Facilities Management Director.
13. Community Development Department:
- a. Lead, participate, and prepare meeting minutes for all Community Development Department safety committee meetings. Safety committee meetings shall occur monthly for the Facilities division, Neighborhood Services Division, and Building Department division.
 - b. Conduct job hazard analysis to mitigate risk utilizing elimination, substitution, engineering and administrative controls.
 - c. Conduct on-site inspections of Community Development Department facilities: 319 Grover, 10 S Chicago St, 50 S Chicago St, 90 E Jefferson St, 50 E Jefferson St, 1 Mayor Shultz Dr, 204 N Ottawa, 150 W Jefferson, 63 W Jefferson, 150 W Washington St, 7195 Caton Farm, 1 E Cass St, 50 S DesPlaines, and 30 N Bluff St quarterly and submit written reports to Facilities Management Director.
 - d. Audit at least 1 neighborhood services and 1 building services crews weekly.
 - e. Audit at least 2 facilities personnel weekly.
14. City Manager's Office:
- a. Lead and participate in all City Manager's safety committee meetings. Safety committee meetings shall occur monthly (city hall clerical committee).
 - b. Conduct on-site inspections of City Manager's office facility: 150 W Jefferson St quarterly and submit written reports to Facilities Management Director.
 - c. Audit at least 1 liquor commissioner quarterly.
15. Human Resources
- a. Lead and participate in all Human Resources safety committee meetings. Safety committee meetings shall occur monthly (city hall clerical committee).
 - b. Conduct on-site inspections of Human Resources facility: 150 W Jefferson St quarterly and submit written reports to Facilities Management Director.
 - c. Audit at least 1 risk assessor quarterly.
16. Legal
- a. Lead and participate in all Legal safety committee meetings. Safety committee meetings shall occur monthly (city hall clerical committee).
 - b. Conduct on-site inspections of Legal facility: 150 W Jefferson St quarterly and submit written reports to Facilities Management Director.
17. Information and Technology

- a. Lead and participate in all Information and Technology safety committee meetings. Safety committee meetings shall occur monthly (city hall clerical committee).
 - b. Conduct on-site inspections of Information and Technology facility: 150 W Jefferson St quarterly and submit written reports to Facilities Management Director. (Further assessments may be conducted, pending staff work locations).
 - c. Audit at least 1 GIS, help desk or network employee weekly.
18. Department of Public Utilities:
- a. Lead, participate, and prepare meeting minutes for all Department of Public Utilities safety committee meetings. Safety committee meetings shall occur monthly for the Field Operations division and as needed for the Plant Operations division and Engineering division.
 - b. Conduct job hazard analysis to mitigate risk utilizing elimination, substitution, engineering and administrative controls.
 - c. Conduct on-site inspections of Department of Public Utilities wastewater treatment plants, water treatment plants, booster stations, wells, lift stations, garages and other facilities quarterly and submit written reports to the Deputy Director of Plant Operations and Deputy Director of Field Operations.
 - d. Audit at least 4 field operations maintenance crews weekly.
 - e. Audit plant operations staff including water operators, wastewater treatment plant operators and lift station mechanics in coordination with on-site facility inspections.
 - f. Audit engineering staff when working in the field monthly.
 - g. Conduct ongoing assessment and implementation of the Lock-out Tag-Out program for the treatment plants.
 - h. Conduct ongoing assessment and implementation of the Confined Space and Entry program for the treatment plants.
 - i. Implement the Industrial Hygiene survey program for public utilities staff. Includes but is not limited to: Noise, Silica, and Hydrogen Sulfide.
 - j. Maintain online safety training platform and expand to include training for admin and engineering.
 - k. Conduct safety audits for City of Joliet contractors when requested.

Personnel

The onsite safety consultants will be Delaney Randolph, Noah Corona, Amanda Meiner, CSP, ASP, Dave Cherven, CSP, CHST under the direction of Paul Wojcieszak, CSP, CHST. Additional support will be provided by Administrative Staff: Diane Sak. Any modifications to personnel will only occur with approval by the City.

Schedule

The above-described services will begin upon receipt of a signed contract from the City. Services will be provided April 1, 2026, through March 31, 2027.

Compensation

The professional services fee for the work described above shall be computed based on the hourly billing rates included as Attachment A for actual work performed plus reimbursement of out-of-pocket expenses (no mark-up) such as purchase of equipment or supplies and travel outside of Joliet. Travel to, from and within Joliet, cell phone and computer costs shall be considered incidental to our hourly rates.

The total time and material costs for this work will not exceed \$485,750.00 (\$235,675.00 for Public Utilities and \$250,075.00 for all other departments listed). Refer to Attachment B.

Invoices for Public Utilities will be emailed to Allison Swisher (aswisher@joliet.gov) on a monthly basis and invoices for all other departments will be emailed to Elizabeth Coronado Abrego (eabrego@joliet.gov) on a monthly basis.

If you have any questions, please feel free to contact me directly at 773-617-4230. We look forward to working with you on developing your safety & loss control program.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Wojcieszak". The signature is fluid and cursive, with a large initial "P" and a long, sweeping underline.

Paul Wojcieszak CSP, CHST
Sheffield Safety & Loss Control



Attachment A/ DPU Consulting Services

Certified Safety Professional (CSP) \$150.00/hr

Paul Wojcieszak

Dave Cherven

Amanda Meiner

Graduate Safety Professional (GSP) \$125.00/hr

Delaney Randolph

Noah Corona

Administrative Support \$75.00/hr

Diane Sak

Meredith Schaffer

Intern \$30.00/hr

TBD

Attachment B

Safety Program Management 2026 - Dept. of Public Utilities	
Safety Professional (CSP) or (MS)	
\$150/hr x 16 hours/week x 52 weeks (Audits, training implementation & policy development)	\$124,800.00
\$150/hr x 4 hours/week x 40 weeks (Water Main Safety Oversight)	\$24,000.00
Health & Safety Technician	
\$125/hr x 8 hours/week x 52 weeks (Confined Space, Online Safety training Platform development, LOTO program development and implamentation)	\$52,000.00
Safety Intern	
\$30/hr x 4 hours/week x 12 weeks - if needed	
Administrative	
\$75/hr x 1.25 hours for 52 weeks	\$4,875.00
Training Allowance for Outside Instructors	
	<u>\$30,000.00</u>
TOTAL	\$235,675.00

Attachment B

Safety Program Management City of Joliet 2026	
Safety Professional (CSP) or (MS)	
\$150/hr x 16 hours/week x 52 weeks	\$124,800.00
1. Safety Manual Policies and Program revisions	
2. Frequent and regular inspections of field crews and employee occupied spaces	
3. Conduct and coordinate safety training classes for the following departments: City Managers, City Clerks, HR, IT, Finance, Public Works and Community Development.	
4. Facilitate regular safety committee meetings within individual departments to strengthen safety culture.	
Health & Safety Technician	
\$125/hr x 16 hours/week x 52 weeks (Analysis of job tasks, implementation of best practice, trainings and audits)	\$104,000.00
Training Allowance for Outside Instructors	
	\$16,400.00
Administrative	
\$75/hr x 1.25 hours for 52 weeks	\$4,875.00
TOTAL	\$250,075.00