

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, MADE AS OF THIS 21st day of January, 2025, by and between the City of Joliet, Illinois, an Illinois Municipal Corporation, (hereinafter called the "City") and Engineering Solutions Team Co., (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 December 23, 2024.

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 \$106,560.00

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 344 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 compete 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 20443 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: _____

Engineering Solutions Team, Co.

By: 

Name: Edward J Kalina, PE

Title: President

Date: January 10, 2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The David Agency Insurance, Inc. 18W140 Butterfield Rd, Suite 100 Oakbrook Terrace IL 60181	CONTACT NAME: PHONE (A/C, No, Ext): 630-516-9000 FAX (A/C, No): 630-516-0700 E-MAIL: receptionist@thedavidagency.com ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Engineering Solutions Team Co. Ed Kalina 4708 Main Street Suite 202 Lisle IL 60532	ENGIN-1 INSURER A: State Auto Insurance Companies	NAIC # 20443
	INSURER B: Continental Casualty Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 840304951 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			10038109CB	9/7/2024	9/7/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			10038110CA	9/7/2024	9/7/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			10038118CU	9/7/2024	9/7/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			AEH591928882	4/2/2024	4/2/2025	Each Claim 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) evidence of coverage.

CERTIFICATE HOLDER City of Joliet 150 W. Jefferson St. Joliet IL 60432	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE The David Agency Insurance, Inc.
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engineering solutions team

4501 Chelsea Avenue | Lisle, IL 60532
630-673-2526 | www.engineeringsolutionsteam.net

December 03, 2024

November 16, 2024

October 23, 2024

Mr. William Baltz
Deputy Director of Public Utilities – Field Operations
City of Joliet
150 West Jefferson Street
Joliet, IL 60432-4158

SUBJECT: Engineering Services for the 2025 Large Meter Replacement Program

Dear Mr. Baltz:

Thank you for your request to have the Engineering Solutions Team be of service to The City of Joliet to provide the Phase 2 Engineering Services to perform site surveys, develop the Plan and Project Specifications to facilitate the success of the 2025 Large Meter Replacement Program.

Proposed Project:

The City maintains a number of large water meters. These meters vary in size, age and condition. A number of these meters need to be removed and replaced with new meters. The new meters need to be correctly sized to optimize tracking accurate water usage. Many of the existing meters have a narrow tracking capability for low and high-water flows and therefore require replacement with modern meters with a wider low and high flow range measurement capability.

Proposed Engineering Services:

The Anticipated Engineering Services begin with Site Inspections and Field Survey to bring an understanding of the local water infrastructure and its hardware and its existing sizing. The Design Plans for the Large Water Meter Replacement Program will include the existing and proposed site plan, meter sizing table, details for the piping lay lengths and shut-off valves and back-flow prevention valves. Bidding Documents will include the City Bid Documents, Project Specifications and Pay Item Special Provisions.



Specific tasks include the following:

- *Project Initiation and Definition:* The Engineer will communicate with the client to confirm that all have the same initial understandings and expectations and to ensure that the project is off to a constructive start.
- *Coordinate with Property Owners:* Engineer will contact property owners and set date and time for the site inspection meeting. The engineer shall send letters, make phone calls, and complete site visits as required to secure successful site visits. The engineer shall inform the City scheduling date and times for these inspections.
- *Field Site Inspections and Site Surveys:* The City of Joliet has indicated that there are 45 large meters to be changed out. The Site Inspections will include the following:
 - Collect Photos:
 - ;Existing meter.
 - Entire meter area including meter room.
 - Valves.
 - Bypass.
 - Backflow preventor.
 - Existing register showing existing meter read.
 - Verify existing meter information including:
 - Sizing.
 - Serial Number.
 - Meter type [make and model].
 - Determine if coordination is needed with fire suppression monitoring company and collect fire suppression vendor contact information.
 - Inspect for current status of bypasses [bypass exists – yes/no, metered – yes/no, size of bypass].
 - Assessment of the existing shut-off valves [size, condition, location, type].
 - Determine the existing and required pipe and meter lay lengths.
 - Determine location of back-flow prevention valves.
 - Assess for proper AMR wiring and placement.
 - Comment on ease of access for inspection and for construction:
 - Document location of meter location within the facility.
 - Approximate size of meter room.
 - Confined space requirements needed?
 - Collect customer information:
 - Facility contact person, phone, and email address.
 - Hours of operation.



- Special circumstances for meter replacement work [i.e. valve replacements needed, replacement in off hours, access restrictions, etc.].
- *Phase 2 Engineering, Plan and Project Specifications Development:*
 - Proposed meter criteria: Examine measurements and develop required meter and pipe lay lengths.
 - The Complete Design Plan: Develop the front-end and detail plan sheets. The detail plan sheets shall include photos, meter information, all other pertinent collected data, and contractor scope of work at each location.
 - Project Specifications and Contract Document: The Engineer will develop the Project Specifications and Contract Document to facilitate a proper bid process for the City to obtain a qualified contractor to implement the 2025 Large Meter Replacement Program.
 - Project Management and Coordination: The Project Manager will ensure that the 2025 Large Meter Replacement Program runs smoothly, that the City receives a quality plan and that the Phase 2 Engineering is both on-time and on-budget. The Project Manager shall communicate procurement, placement, and documentation of replacement requirements with the COJ staff in a timely manner as determined by the COJ staff.

Project Schedule:

- Anticipated Notice to Proceed = December 11, 2024
- Site Surveys = December 2024 and January 2025
- Design Plan Development = January and February 2025
- Preliminary Plan Submission = February 28, 2025
- Complete the Design and Plan and Project Specifications Development = March 28, 2025
- Advertise the Project = April 09, 2025
- Bid Opening = April 30, 2025
- Project Construction Completion = December 31, 2025

Owner Responsibility:

The **Owner** will provide the **Engineer** with:

1. The **Owner** will supply the list and sites of all the required meter change outs, with addresses and contact information, if available.
2. The **Owner** will address all communication with Sensus pertaining to all the new and proposed water meters.
3. The owner will assist in the development of the front-end bid documents.
4. The **Owner** will represent the Design Team at the Bid Opening.



Insurance:

The Engineering Solutions Team, Company carries \$1,000,000.00 / \$2,000,000.00 of Professional Liability Insurance with The David Agency / CNA Insurance Companies/V.O. Schinnerer & Co. The Engineering Solutions Team, Company also carries business liability insurance with an aggregate of \$4,000,000.00 with The State Auto Insurance Companies. If the **City of Joliet** would like to be listed as an additional insured for this project; please advise the Engineering Solutions Team, Company.

Engineer's Level of Effort and Compensation:

Based on the above-described work, the **Engineer** proposes to be compensated as follows:

Engineering Team Billing Rates [for informational purposes only]:

Project Manager – Edward J Kalina PE [PM]	=	\$165./hour
Project Engineer – Vydas Juskelis, PE [PE]	=	\$165./hour
Design Engineer – Damon Bridges [DE]	=	\$120./hour

Engineering Team Efforts and Itemized Billing Approach:

- Field Surveys, Documentation, Coordination and Approval by the COJ in accordance with the above Scope of Services:
 - Design Engineer = 300 hours
 - Project Engineer and Project Manager = 100 hours
- Phase 2 Engineering: Plan and Project Specifications and Contract Document Development, Coordination and Approval with COJ, Bid Assistance with COJ :
 - Design Engineer = 300 hours
 - Project Engineer and Project Manager = 100 hours

Direct Expenses:

- Mileage:
 - 40 trips * 60 miles/trip * \$0.65/mile = \$ 1,560.00

Total Proposed Not to Exceed Engineering Fee =

$$[600 \text{ hrs} * \$120./\text{hr}] + [200 \text{ hrs} * \$ 165./\text{hr}] + \$ 1,560. = \$ 106,560.00$$

Invoicing:

The Engineering Solutions Team will submit monthly invoices based on the monthly services delivered.

Term of This Agreement:

It is intended that all terms of this Agreement will apply for 1 month from the date of this Proposal. Should the OWNER postpone concurrence with this Agreement beyond the 1 month term; then the ENGINEER reserves the right to review and adjust the required scope, efforts and fees for this Project.



Additional Services:

Although Engineering Solutions Team has the capability and would be pleased to perform the following services, our proposal considers the following listed services as "Additional Services".

- Additional meter changeout sites to be added above and beyond the planned 45-meter sites.
- Construction Engineering Services for this described project.
- Potential "Additional Services" could arise depending on potential unforeseen circumstances or the implementation of further portions of the originally discussed Project Requirements.

Close:

The **Engineering Solutions Team** looks forward to continuing to provide Engineering and Infrastructure Solutions to **The City of Joliet** to provide the design engineering services for the Large Meter Replacement Program – 2025.

Furthermore; The Engineering Solutions Team, ensures that the Said work will be performed as described. If desired, this letter may act as our Agreement.

Thank you.

Respectfully yours,

Edward J Kalina

Edward J Kalina, PE
President, Project Manager

I have reviewed this letter, and hereby agree to the terms of this agreement.

Name/Title [print]

Signature and Date
City of Joliet