

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, MADE AS OF THIS 1st day of January, 2026, by and between the City of Joliet, Illinois, an Illinois Municipal Corporation, (hereinafter called the "City") and Poehner, Dillman, & Mahalik, Inc (PDM), (hereinafter called the "Contractor"), collectively referred to as the "Parties" herein, is an AGREEMENT for professional services.

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

### **SECTION 1 – SERVICES OF THE CONTRACTOR**

1.1 The scope of Services is defined in the attached Letter Proposal dated December 19, 2025.

1.2 The City and the Contractor, by mutual agreement, shall determine the final schedule.

1.3 The Contractor will provide Services in accordance with the care and skill ordinarily used by members of Contractor's profession practicing under similar circumstances at the same time and in the same locality. Contractor shall follow all State and Local codes in completion of the Services.

1.4 The Contractor shall permit only skilled persons with applicable licenses to perform the Services. The Contractor shall enforce safety procedures, strict discipline and good order among persons performing the Work. If the City reasonably determines that a particular person does not follow safety procedures, or is unfit or unskilled for the assigned work, the Contractor shall immediately reassign the person on receipt of the City's written notice to do so.

1.5 The Contractor shall adhere to the City's and Department of Public Utilities' Safety Policies and Guidelines.

1.6 The Contractor shall provide to the City copies of their employee's applicable professional licenses required under this Agreement.

1.7 The Contractor shall undergo a background check, to be performed by City at City's expense, before the commencement of Services.

1.8 The Contractor shall provide all tools and equipment necessary to complete the Services unless otherwise provided by the City.

### **SECTION 2 – THE CITY'S RESPONSIBILITIES**

The City will:

2.1 Provide full information as to the requirements for the Services in a timely manner in which the Contractor 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 Services 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 Services covered by this AGREEMENT.

2.3 Guarantee access to and make all provisions for the Contractor to enter upon the facilities as required for the Contractor to perform their Services under this AGREEMENT.

2.4 Examine all studies, reports and other documents presented by the Contractor and shall render decisions pertaining thereto within seven (7) calendar days from receipt so as not to delay the Services of the Contractor.

2.5 Obtain approval of all governmental authorities having jurisdiction over the Services and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Services.

### SECTION 3 – PAYMENTS TO THE CONTRACTOR

3.1 The City will pay the Contractor for the professional services performed under SECTION 1 on a time and material basis in an amount not to exceed \$353,600.00. Vehicle, tool, fuel and other expenses shall be incidental to Contractor's hourly rate. Material expenses will be paid upon prior approval by the City with no more than a 10% mark-up.

3.2 Invoices for payment shall be submitted by Contractor 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 Contractor 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 Contractor for expenses associated with material costs, as dictated by the AGREEMENT and/or Scope of Services, shall be made upon presentation of receipts.

3.4 The estimated fee for the Services is based on wage scale/hourly billing rates that anticipates the Services will be completed during the timeframe stated in the Letter Proposal.

3.5 The estimated fee will not be exceeded without prior notice to and agreement by the City, but may be adjusted for time delays, time extensions, amendments, or changes in the Scope of Services. Any adjustments will be negotiated based on Contractor's increase or decrease in costs caused by delays, extensions, amendments, or changes.

### SECTION 4 – TIME OF COMPLETION

4.1 The length of this AGREEMENT shall be until December 31, 2026, subject to time extensions.

4.2 Time is important for this AGREEMENT.

4.3 The Contractor shall commence Services 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.

#### SECTION 5 – NOT USED

#### SECTION 6 – CHANGES

6.1 City may make changes within the general scope of Services to be performed. If such changes cause an increase or decrease in Contractor's cost or time required for performance of any Services under the AGREEMENT, an equitable adjustment will be made and the AGREEMENT will be amended upon prior notice and approval by the City.

6.2 No Services for which additional compensation will be charged by Contractor will be furnished without the written authorization of the City. The fee established herein will not be exceeded without agreement by the City but may be adjusted for time delays, time extensions, amendments, or changes in the Services upon prior notice and approval by the City.

#### SECTION 7 – NOT USED

#### SECTION 8 – THIRD PARTY BENEFICIARIES

Nothing contained in this AGREEMENT creates a contractual relationship with or a cause of action in favor of a third party against either City or Contractor. Contractor's Services under this AGREEMENT are being performed solely for City's benefit, and no other party or entity shall have any claim against Contractor because of this AGREEMENT or the performance or nonperformance of Services hereunder. City and Contractor agree to require a similar provision in all contracts with contractors, subcontractors, subcontractors, vendors, and other entities involved in these services to carry out the intent of this provision.

#### SECTION 9 – RIGHTS TO DELIVERABLES

9.1 Deliverables, as defined as the work product, shall become the City's permanent property upon payment by the City to the Contractor.

9.2 Contractor shall not use photographs of the Deliverables for services competition, awards of any nature, services 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 Contractor's Services may not be re-used by the Contractor for services competition, awards of any nature, services testimonials, advertising, proposals, presentations, professional papers, public display, or any other use without obtaining prior written approval from the City's representative.

## SECTION 10 – REMOVAL AND REPLACEMENT OF PERSONNEL

10.1 Contractor (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 as identified in the Letter Proposal, to the extent their respective availability is reasonably within the Contractor's control.

10.2 Contractor 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.

10.3 A violation by Contractor of paragraph 10.1 and/or 10.2 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.

10.4 The City's right to request the removal of Contractor's personnel from the Services as set forth in paragraph 10.2 does not expressly or implicitly create an employer-employee relationship between the City and personnel assigned by Contractor. Such a relationship is expressly denied herein by Contractor and the City.

## SECTION 11 – INSURANCE

The Contractor 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 Contractor from claims set forth below which may arise out of or result from the Contractor's Services under the AGREEMENT and for which the Contractor may be legally liable, whether such Services be by the Contractor or by a Subcontractor 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 Contractor arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.

Employers Liability covering all liability of Contractor 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 Contractor'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 Contractor, 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
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Contractor 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 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 Contractor's insurance shall be primary in the event of a claim.
4. The City 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 and its officers and employees have been endorsed as an "additional insured" by the Contractor's general liability and automobile liability insurance carrier. Specifically, this Certificate must include the following language: "The City and its officers and employees are, and have been endorsed, as an additional insured under the above reference policy number CCP134552 and CPP 1343274 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 Contractor fails to obtain or maintain any insurance coverage required under this AGREEMENT, the City may purchase such insurance coverage and charge the expense thereof to the Contractor. Such insurance shall be maintained in full force and effect during the life of the AGREEMENT and shall protect the Contractor, 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 Contractor, its employees, agents and representatives in the performance of the Services covered by the AGREEMENT. The Contractor shall also indemnify and save harmless the City from any claims

against, or liabilities incurred by the Contractor of any type or nature to any person, firm or corporation arising from the Contractor's wrongful or negligent performance of the Services covered by the AGREEMENT.

#### SECTION 12 – SUCCESSORS AND ASSIGNS

The City and the Contractor each binds themselves and their 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 Contractor shall assign, sublet or transfer their 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 Contractor 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 Contractor.

#### SECTION 13 – 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 14 – 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 Contractor 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 15 – APPLICABLE LAW AND DISPUTE RESOLUTION

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

15.2 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 16 – TERMINATION OF THE AGREEMENT

##### 16.1 TERMINATION BY THE CONTRACTOR

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

This AGREEMENT may be terminated with cause in whole or in part in writing by Contractor subject to a two week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. Contractor will be paid for all completed or obligated Services up to the date of termination.

##### 16.2 TERMINATION BY THE CITY

In the event of any breach of this AGREEMENT by the Contractor, the City may, at its option, serve the Contractor with a written seven (7) day notice (from postmark) with the Contractor's option to cure the breach, or the City may engage the services of another Contractor to complete the Services and deduct the cost of such completion from any amount due the Contractor 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: \_\_\_\_\_

Poehner, Dillman, & Mahalik, Inc.

By: \_\_\_\_\_

Name: Jake Mahalik

Title: \_\_\_\_\_

Date: 12/19/2025





PDM Plumbing, Heating & Cooling Since 1885  
 467 Ruby St, Joliet, Illinois 60435 United States  
 (815) 726-6264

**BILL TO**  
 City Of Joliet  
 921 East Washington Street  
 Joliet, IL 60433 USA

ESTIMATE	ESTIMATE DATE
68774434	Dec 19, 2025

**JOB ADDRESS**  
 City Of Joliet  
 921 East Washington Street  
 Joliet, IL 60433 USA

Job: 68781961

SERVICE	DESCRIPTION	QTY
GENSERV	Service:	1.00

Monthly Contract Billing Agreement: Effective 1/01/26 - 12/31/26. T&M NTE \$345,220.00

Billing Rate: \$160 Per Hour Regular

\$208 Per Hour OT

\$270 Per Hour DT.

This includes L130 union raise 6/1/26.

Hourly billing rate includes (1) journeyman plumber with service truck & hand tools.

10% Markup on any materials/parts, subcontracts & equipment rentals.

Requires approval from the city prior to billing.

SUB-TOTAL	\$0.00
TAX	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>

Thank you for choosing PDM Plumbing, Heating, Cooling Since 1885 - Your Comfort Guaranteed  
**CUSTOMER AUTHORIZATION**

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by PDM Plumbing, Heating & Cooling Since 1885 as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

Sign here

Date

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CITY OF JOLIET - DEPARTMENT OF PUBLIC UTILITIES

2026 PLUMBING SERVICES MAINTENANCE AGREEMENT

No.	Item	Quantity	Unit	Unit Price	Total Price
1	STRAIGHT TIME	2080	HOURS	\$ 160.00	\$ 332,800.00
2	OVERTIME	100	HOURS	\$ 208.00	\$ 20,800.00
3	MATERIAL ALLOWANCE	1	L SUM	\$ 20,000.00	\$ 20,000.00
				<b>TOTAL</b>	<b>\$ 353,600.00</b>

SUBMITTED BY:

Poehmer Dillman & Mahalik (PDM)

FIRM NAME

Jake Mihalik

AUTHORIZED REPRESENTATIVE

SIGNATURE

TITLE

December 19, 2025

DATE

## FEE TABLE

<u>Work Item Description</u>	<u>Straight Time Per Hr.</u>	<u>8 Hr. Day</u>	<u>Overtime Per Hr.</u>	<u>Doubletime Per Hr.</u>
Journeyman Plumber				
Journeyman Plumber w/service truck and hand tools	\$160.00	\$1,280.00	\$208.00	\$270.00

These rates are based on 2,080 straight time working hours

Material allowance is \$20,000.00 (Twenty Thousand Dollars and no cents).

10% Material Markup applies to all Materials, Subcontracts, and Equipment Rentals.

Submitted by:

PDM Plumbing, Heating, & Cooling

Firm Name

Jake Mihalik

Authorized Representative

Signature

Title

December 19, 2025

Date