

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, MADE AS OF THIS 3rd day of March, 2026, by and between the City of Joliet, Illinois, an Illinois Municipal Corporation, (hereinafter called the "City") and Cavanaugh & Associates, P.A., (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 January 31, 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 \$668,355.00

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 400 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 2003177 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: \_\_\_\_\_

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

H. Elizabeth Beatty

Name: \_\_\_\_\_

City Manager

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

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

Lauren O'Hara

City Clerk

Date: \_\_\_\_\_



City of Joliet  
NRW/Water Loss Technical Assistance Program  
2026



January 31, 2026

Mr. Tony Anczer, P.E.  
Department of Public Utilities, City of Joliet  
150 W. Jefferson Street  
Joliet, IL 60432

**Subject: Professional Services – NRW/Water Loss Technical Assistance Program – 2026 Program Management**

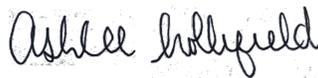
Dear Tony,

Cavanaugh is pleased to present the enclosed proposal for professional services for the subject project for 2026 NRW Program Management. Below are the proposed scope of services and fee budget. We look forward to working with you and the Joliet team.

Best regards,

  
Will Jernigan, P.E.  
COO/Principal

  
Tory Wagoner, P.E., P.L.S.  
CFO/Principal/Project Manager

  
Ashlee Hollifield, P.E.  
NRW Engineer

**SCOPE OF SERVICES**

**City of Joliet – NRW/Water Loss Technical Assistance Program – 2026 Program Management**

Cavanaugh will provide NRW Program Management for the City of Joliet, to include the scope described below, during the months of February to December 2026.

**1. Management of Recommended Actions from the 2025 Water System Improvements Plan:**

- a. See matrix on the following page. Where Cavanaugh is identified as the scope item lead, Cavanaugh will perform the work directly, with support from City staff and/or City 3<sup>rd</sup> party contractors where needed. Where the City is identified as the scope item lead, Cavanaugh will provide direction and support for City staff and/or City 3<sup>rd</sup> party contractors to perform the work directly. Scope-specific notes are included in the matrix for further clarification. As NRW Program Manager, Cavanaugh will provide program oversight and accountability review pursuant to program goals as agreed upon by Cavanaugh and the City.

**2. NRW Program Administration**

- a. Ongoing data analysis and validation for water loss reporting.
- b. Management of monthly water loss report that incorporates the data management enhancements described in the 2025 WSIP.
- c. Material preparation and facilitation of monthly internal water loss team meetings to manage program progress.
- d. Material preparation and facilitation of quarterly Water Loss Task Force meetings with City and other consultant representatives.
- e. Material preparation and facilitation of presentations with City Council and leadership, as needed and requested by the City. This shall include but not be limited to Councilmember briefings, media briefings, staff leadership briefings, Public Service Commission meetings, and Council meetings.
- f. Annual IDNR Water Audit & Water System Improvement Plan for WY2026.



**City of Joliet**  
**NRW/Water Loss Technical Assistance Program**  
**2026**



ID	Recommended Action from 2025 WSIP	Cav Lead	City Lead	City Lead	Outside Contracts	Cavanaugh 2026 Scoping Notes
D-1	Annual water loss audit completion, including Real Loss Component Analysis for each DMA and total system	<input checked="" type="checkbox"/>	<input type="checkbox"/>			Each DMA and total system = 7 audits, 7 RLCAs.
D-2	Continue annual testing of all production meters used in calculating Water Supplied	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bill	MESCO	MESCO performs scope under its existing contract. Cavanaugh performs analysis with supply meter test results to incorporate into water audits.
<b>Data management enhancements:</b>						
D-3	a) Continue monthly validated water balance by zone and total system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Carri		Each DMA and total system = 7 monthly water balances. Cavanaugh provides instruction to City staff for Sensus and Munis data pulls. This will not involve CMEP reports. Cavanaugh performs validation review and compilation of data into monthly report.
	b) Establish daily validated water balance by zone and total system, upon full integration of Xylem Vue	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Carri	Xylem	Cavanaugh provides specification of outcomes. Cavanaugh and City staff meet with XV to determine actions needed. Cavanaugh provides quality control review of XV data against manually validated data.
D-4	Increase communication/integration with the Billing/Customer Service team in the NRW Program	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Allison		Cavanaugh provides context and goals. City facilitates internal communications. Cavanaugh provides support to relevant monthly program activities by staff.
<b>Maintain Customer Meter Change-out Program</b>						
A-1	a) Small meters at a 15-year pace (~3,000 per year)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Carri	UMI/CCP	No specific Cavanaugh action, apart from availability to support the City as needed.
	b) Large meters per ongoing program (~175 total in CY26)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Carri	MESCO	No specific Cavanaugh action, apart from availability to support the City as needed.
	c) Conduct pre- and post- meter replacement consumption comparison for all replaced meters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Carri		City provides pertinent consumption data. Cavanaugh performs analysis and provides memo of results and any recommendations for future replacements.
<b>Missing Consumption Investigations:</b>						
A-2	a) GIS analysis of aerial imagery against service connections - outside of WY25 focus area	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Carri		Cavanaugh performs analysis and provides memo of sites warranting field investigation. City performs field work with Cavanaugh's support as needed.
	b) Field investigation of flagged sites from Residential Zero Consumption Investigation; currently 564 sites	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bill		Cavanaugh provides instruction and oversight. City or plumbing on-call contractor perform field work. Cavanaugh provides review and support to City as needed.
	c) Field investigation of flagged sites from Fireline Consumption Investigation; currently including 38 sites	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bill		Cavanaugh provides instruction and oversight. City or plumbing on-call contractor perform field work. Cavanaugh provides review and support to City as needed.
	d) Formalize policies and procedures for quantification and billing of all Fireline Consumption	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tony		Cavanaugh facilitates policy review discussions with City management. Cavanaugh supports in drafting new policy language where needed. City leads on adopting and instituting new policies.
	e) Field investigation of flagged sites for Meter Multiplier Investigation; currently including 669 sites	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Carri		Cavanaugh provides instruction and oversight. City or plumbing on-call contractor perform field work. Cavanaugh provides review and support to City as needed.
	f) Field investigation of rem. interconnections (Lockport, Elwood, Channahon, Aqua IL, IL American Water)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Nick		Cavanaugh provides context and goal for the inspections. City performs field inspections. Cavanaugh present for inspections if practical.
<b>DMA buildout:</b>						
R-1	a) Install meter chambers and insertion meters to expand 6 DMAs to 13 DMAs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tony	PTF/M&C	Cavanaugh oversees work by chamber and DMA meter/data contractor.
	b) Integrate data feeds to Xylem Vue	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Carri	XV/M&C	Cavanaugh oversees work by DMA meter/data contractor for integration between meter data and XV.
	c) Customize dashboards in Xylem Vue for daily validated water balance by zone	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Carri		Cavanaugh provides direction to XV on customizations, in consultation with City staff.
<b>Focused active leak detection, utilizing valves and hydrants as listening points:</b>						
R-2	a) Manual leak surveys in Low and I55E DMAs in Mar-May 2026, and again in Jul-Aug 2026	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bill	MESCO	Cavanaugh provides scope language and specification of outcomes, for City's use in its direction of work with ME Simpson Company.
	b) Manual leak surveys in all other DMAs in May-Jun 2026	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bill	MESCO	
R-3	Perform water main replacement/abandonment/lining based on the defined Water Main Replacement Program	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bill	Multiple	Cavanaugh supports the City in evaluating the Water Main Replacement Program efficacy at the end of 2026 to inform adjustments warranted in 2027.



**3. IDNR Alternative Reporting Exploration (Extension of CY2025 work)**

- g. Obtain and analyze FOIA-requested audit data from IDNR.
- h. Develop position memo on Joliet-specific limitations and considerations of the current reporting metric (percent NRW) and performance threshold (10%).
- i. Shepherd delivery of position paper to IDNR representatives.
- j. Material preparation and facilitation of meetings and communications with City leadership to establish proposed alternatives for reporting metric and performance threshold.
- k. Material preparation and facilitation of meetings and communications with City and ISAWWA representatives to build industry support for proposed alternatives.
- l. Material preparation and facilitation of meetings and communications with IDNR representatives to lobby proposed alternatives for reporting metric and performance threshold.

**FEE BUDGET AND ESTIMATED SCHEDULE**

Scope Sections above are presented as a not-to-exceed fee of \$ 668,355.00, to be invoiced to the City on a composite hourly rate basis each month. Cavanaugh’s composite hourly rate shall be \$250.00, and is inclusive of direct and indirect costs. Direct cost reimbursement is not applicable for this project.

Estimated 2026 Program Schedule:

ID	Recommended Action from 2025 WSIP	Q1	Q2	Q3	Q4
D-1	Annual water loss audit completion, including Real Loss Component Analysis for each DMA and total system				
D-2	Continue annual testing of all production meters used in calculating Water Supplied				
	Data management enhancements:				
D-3	a) Continue monthly validated water balance by zone and total system				
	b) Establish daily validated water balance by zone and total system, upon full integration of Xylem Vue				
D-4	Increase communication/integration with the Billing/Customer Service team in the NRW Program				
	Maintain Customer Meter Change-out Program				
A-1	a) Small meters at a 15-year pace (~3,000 per year)				
	b) Large meters per ongoing program (~175 total in CY26)				
	c) Conduct pre- and post- meter replacement consumption comparison for all replaced meters				
	Missing Consumption Investigations:				
	a) GIS analysis of aerial imagery against service connections - outside of WY25 focus area				
	b) Field investigation of flagged sites from Residential Zero Consumption Investigation; currently 564 sites				
A-2	c) Field investigation of flagged sites from Fireline Consumption Investigation; currently including 38 sites				
	d) Formalize policies and procedures for quantification and billing of all Fireline Consumption				
	e) Field investigation of flagged sites for Meter Multiplier Investigation; currently including 669 sites				
	f) Field investigation of rem. interconnections (Lockport, Elwood, Channahon, Aqua IL, IL American Water)				
	DMA buildout:				
R-1	a) Install meter chambers and insertion meters to expand 6 DMAs to 13 DMAs				
	b) Integrate data feeds to Xylem Vue				
	c) Customize dashboards in Xylem Vue for daily validated water balance by zone				
	Focused active leak detection, utilizing valves and hydrants as listening points:				
R-2	a) Manual leak surveys in Low and I55E DMAs in Mar-May 2026, and again in Jul-Aug 2026				
	b) Manual leak surveys in all other DMAs in May-Jun 2026				
R-3	Perform water main replacement/abandonment/lining based on the defined Water Main Replacement Program				