

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, MADE AS OF THIS \_\_\_\_ day of \_\_\_\_\_, 2025, 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 June 10, 2025.
- 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 \$155,428.70

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 S 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: \_\_\_\_\_

H. Elizabeth Beatty

City Manager

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

\_\_\_\_\_  
By: Will Jernigan

Name: Will Jernigan, P.E.

Title: Chief Operations Officer

Date: 06/10/2025

ATTEST:

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

Lauren O'Hara

City Clerk

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



**City of Joliet**  
**DMA Engineering, Bidding & Construction**  
**Administration**



June 10, 2025

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

**Subject: Professional Services – DMA Engineering, Bidding & Construction Administration**

Dear Tony,

Cavanaugh is pleased to present the enclosed proposal for professional services for the subject project. Below are the proposed scope of services, fee budget and estimated schedule. 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

Steve Cavanaugh, P.E.  
CEO/Principal

**SCOPE OF SERVICES**

**City of Joliet – DMA Engineering, Bidding & Construction Administration**

Cavanaugh will provide the scope described below, pursuant to expansion of the City's existing 6 district metered areas (DMAs) to 12 DMAs. :

1. DMA Detailed Design – Future Scope, Not Included in Current Proposal
  - a. Instruction and oversight for City staff to perform field valve closures and hydrant drop tests to validate proposed DMA boundaries.
  - b. Instruction and oversight for City staff to perform site validations for chambers, including evaluation of underground locates, selective potholing, and surface access considerations.
  - c. Meter siting and meter chamber specifications for up to 23 new DMA meter sites. A schedule of the proposed sites is included below.
  - d. Bid & construction package for contractor installation of meter chambers. Note: chamber installations will be separate from meter installations. City will own and maintain the chambers, but not the meters.
  - e. Bid & construction administration for meter chamber installations, utilizing one of the City's existing local engineering consultants (Baxter & Woodman) as a sub-consultant.
  - f. Develop performance specification for meter equipment and data integrations. Solicit proposal on behalf of City from preferred vendor for installation of metering equipment and provision data-as-a-service (DaaS) for flow and pressure data at new DMA metering points, with integration to Xylem Vue. The contract for meter installations and DaaS services will be between City and preferred vendor.
  - g. Oversight and support of chamber installations, metering equipment installations, and DaaS integrations with Xylem Vue.



**City of Joliet**  
**DMA Engineering, Bidding & Construction**  
**Administration**



- h. Design and data-mapping for 12 new DMA supply formulas, with incorporation of all production meters, district meters, and distribution storage tank meters.
- i. Support City team in boundary valve validations and customer-DMA assignments within Munis.
- j. Design support for Xylem Vue development team to achieve desired data visualizations within the DMAs, pursuant to ongoing analyses for minimum night flows and water balances.

DMA	Meter	Cross Streets	Potential to use existing valve vault
55W-1/2	DIST55W1M1	Canton Farm Rd between Ruth Fitzgerald Dr and Fresno Ln	
55W-1/2	DIST55W1M2	Theodore Rd between Cumberland Dr and Legacy Pointe Blvd	
55W-1/2	DIST55W1M3	Hadrian Dr between Howland Dr and Legacy Pointe Blvd	X
55E -1/2	DIST55E2M1	Covered Bridge Way between Theodore St and Hidden Grove Circle	
55E -1/2	DIST55E2M2	Ingalls Ave between Essington Rd and Rosary Ln	X
55E -1/2	DIST55E2M3	Essington Rd just south of Ingalls Ave	X
55E -1/2	DIST55E2M4	Black Rd between Wooded Creek Dr and Westridge Rd	
55E -1/2	DIST55E2M5	Jefferson St between Houbolt Dr and Essington Rd	X
55E -1/2	DIST55E2M6	S Mission Blvd between Spring Leaf and S 129th Infantry Dr	
55E -1/2	DIST55E2M7	Clearview Dr	
Low-1/2	DISTLM1	Jackson St east of State St	X
Low-1/2	DISTLM2	E Cass St between Scott St and N Michigan St	
Low-1/2	DISTLM3	E Clinton St between Mayor Art Schultz Dr and Power Aly	
Low-1/2	DISTLM4	Eastern Ave between E Jefferson St and E Van Buren St	
Low-1/2	DISTLM5	N Collins St between S Richards St and E Van Buren St	
Low-1/2	DISTLM6	Washington St east of Henderson Ave	
55E-3/2	DISTSE1M1	Hollywood Rd between Mound Rd and Channahon Rd	
55E-3/2	DISTSE1M2	Mound Rd east Hollywood Rd	
Southeast-1/2	DISTSE1M3	S Chicago St at E Laraway Rd	
Southeast-1/2	DISTSE1M4	Schweitzer Rd between S Chicago St and West Rd	
55W-2	TANKW2M1	Ridge Road Tank	
55E-1	TANKE1M5	12D Tank	
55E-2	TANKE2M8	Campbell Street Tank	

**FEE BUDGET AND ESTIMATED SCHEDULE**

The scope herein is presented as a not-to-exceed (NTE) fee of \$ 155,428.70, to be invoiced to the City on a composite hourly rate basis each month. Cavanaugh's composite hourly rate shall be \$225.00, and is inclusive of direct and indirect costs. Baxter & Woodman technical support is included in the NTE fee.

Cavanaugh DMA Professional Services	\$131,928.70
Baxter & Woodman Bid & Construction Administration	\$ 23,500.00
Total NTE	\$155,428.70

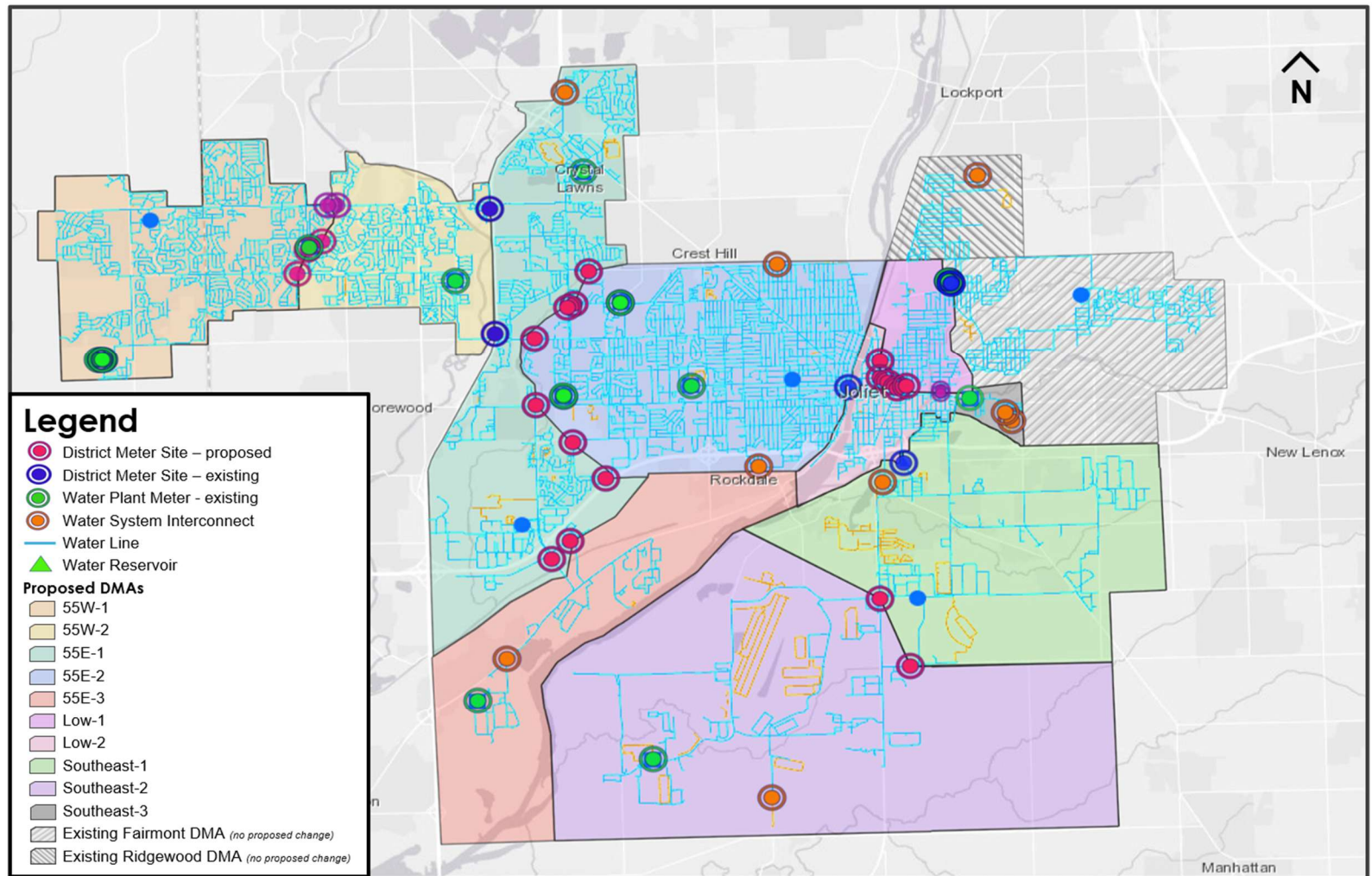
Estimated Schedule: approximately 6 months, to be completed in Calendar Year 2025.



City of Joliet  
DMA Engineering, Bidding & Construction  
Administration



DMA Roadmap -  
Exhibits



June 4, 2025

Mr. Will Jernigan, PE  
Chief Operations Officer  
Cavanaugh Solutions  
550 N Liberty Street, Suite 331  
Winston Salem, NC 27101

**Subject: Proposal for Engineering Assistance for District Metered Areas**

Dear Mr. Jernigan:

Baxter & Woodman, Inc. is pleased to present Cavanaugh with this proposal for engineering assistance for the installation of meter vaults at an estimated 21 locations to develop district metered areas for the City of Joliet. This scope of services includes preparing front end specifications, assisting with IDOT permitting for four locations, developing contract documents, and assisting with bidding.

## Scope of Services

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1. PROJECT COORDINATION
  - A. PROJECT MANAGEMENT – Plan, schedule, and control activities to complete the Project. These activities include budgeting, scheduling, and monitoring the scope of services. Provide a monthly status report describing tasks completed the previous month and outlining goals for the subsequent month.
  - B. MEETINGS – Conduct up to four virtual review meetings at times during the design of the Project to clarify staff wishes, design questions, and/or permitting requirements.
2. SPECIFICATIONS – Prepare for review and approval by the City and its legal counsel the forms of Construction Contract Documents for one bid package consisting of Advertisement for Bids, Bidder Instructions, Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions, where appropriate. Technical specifications and exhibits to be prepared and provided by Cavanaugh Solutions. Provide final specifications to City upon completion.
3. PERMITS
  - A. DOT – Contact and meet with Illinois Department of Transportation to review proposed work and determine if any IDOT permits are required for the Project. Submit for permits if any are required. IDOT permit coordination is anticipated for four proposed meter vault

sites. The work does not include coordination with County or Township highway departments.

- B. The work does not include coordination with any railroads for proposed meter vault sites in or adjacent to railway right-of-way.
- C. The work does not include USACE coordination for proposed meter vault sites in wetland limits.

4. PROJECT BID

- A. Prepare one Bid Package. Set bid date with City, create Advertisement for Bids (AFB), and provide AFB to City for publication. Answer bidder's questions during bid period.
- B. Issue addenda as necessary.
- C. Attend one pre-bid meeting.
- D. Tabulate all bids received and review all bid submittals to verify low bid is responsive and responsible. Issue a Letter of Recommendation to Award a construction contract and Notice of Intent to Award to the City for their action.

## Fee

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The Owner shall pay the Engineer for the Services performed or furnished on the basis of actual labor cost times a multiplier of 3.0 to cover overhead, fringe benefits, salary burden costs, and profit, plus reimbursement of direct expenses including on-the-job travel plus any subconsultants' or out-of-pocket expense at actual cost, the total of which will not exceed **\$23,500.00**. The Engineer may adjust the hourly billing rate and out-of-pocket expenses on or about January 1 of each subsequent year and will send the new schedule to the Owner.

This proposal is valid for 90 days from the date issued.

## Standard Terms and Conditions

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The attached Standard Terms and Conditions apply to this proposal.

## Acceptance

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If you find this proposal acceptable, please sign and return one copy for our files. If you have any questions or need additional information, please do not hesitate to contact Lauren Schuld at 815-444-3306 or [lschud@baxterwoodman.com](mailto:lschud@baxterwoodman.com).

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS



Daniel G. Bounds, PE  
Associate Vice President

Cavanaugh Solutions

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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