

AGREEMENT FOR PROFESSIONAL SERVICES
GIS MAPPING FOR SOUTHEAST JOLIET SANITARY DISTRICT

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 **TWiG Technologies LLC dba The Will Group Engineering**, (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 **October 8, 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 **\$93,387.50**.

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 **60 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
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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
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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 **8032836382** 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: _____

TWiG Technologies LLC

By: 

Name: Daniel McKeon, P.E. _____

Title: Vice President _____

Date: **10-8-25**



October 8, 2025

City of Joliet
Department of Public Utilities
150 W. Jefferson St
Joliet, IL 60432

Attn: Tony Anczer, PE
Deputy Director- Engineering

Re: Southeast Joliet Sanitary District Utility Locating

Dear Mr. Anczer,

TWiG Technologies, Inc. proposes to provide professional GIS/GPS utility locating services to assist the City in locating and mapping the water and sanitary sewer utilities in the Southeast Joliet Sanitary District. TWiG will locate the water utilities from the Southeast Joliet Sanitary District as shown in the attached exhibit Southeast Joliet Sanitary District- Potable Water System as provided by the City. TWiG will also locate the sanitary sewer of the Southeast Joliet Sanitary District as depicted in the as-built Sewerage Collection System drawings as provided by the City of Joliet. TWiG will use plans, as-builts and existing GIS as a starting point for the investigation and locating of the water and sanitary sewer structures and lines to the south side of Sugar Creek.

TWiG will locate with RTK equipped GPS antenna to get high accuracy horizontal and vertical accuracies in the same criteria as well as the same practices and utility locating equipment required for the recent City of Joliet contracts. All data will be provided in Illinois State Plane East, FPS 1201, US Survey Foot NAD 1983 and vertical NAVD 88 2012B Geod in US Survey Foot height above mean sea level.

Per the City request, TWiG will prioritize the water system first. TWiG will locate the following structures and collect City standard GIS attributes per the recent City GIS locating contracts. TWiG will be collecting size and material on all water main (from vaults) and sanitary pipes (from manholes) that can be readily accessible from standard surface measuring without entering manholes (Pipe Mic, folding ruler etc). Inverts will also be collected for sanitary sewer pipes that are readily accessible from manholes. TWiG will work with the City of Joliet if any manholes require vacuuming or cleaning to be performed by the City properly locate size, material or inverts. The City anticipates one sanitary force main along Minton Road. The City has also indicated that there are several sections of watermain that may be AC material and cannot be located using radio detection/electromagnetic location. If these areas cannot be located by this method, potholing may be necessary. TWiG does not perform these services but can be available to locate mains potholed by others.

TWiG will input and coordinate all GIS data into the City GIS database using services provided by the City GIS team. We will complete all of the work under the standards of GIS editing and attribution as requested by the City.

Items to be Located

City Standard attributes will be collected including the structure types, as well as setting all of the appropriate attributes such as Enabled = True, Active Flag = True etc.

- Water System
 - Structures
 - Main Valves
 - Fire Hydrant
 - Fire Hydrant Valves
 - Service Valve (bbox)
 - Yard Meter (City said many of these located in this area)
 - Lines
 - Main
 - Hydrant Lead
 - Services (from main to service valve or yard meter)
- Sanitary
 - Structures
 - Manhole
 - Force Main Valve
 - Lift Station
 - Lines
 - Gravity Main (with inverts)
 - Force Main

Equipment Required

1. Survey-grade GPS equipment with all relevant software.
2. Office computer and GIS software to edit enterprise SDE database with geometric network.
3. Pipe-Mic or similar to obtain pipe invert depths and diameters.

OUR SERVICES DO NOT INCLUDE

- A. Pothole of utilities unable to be located with radio frequency underground utility locators. TWiG can be available to locate after water main has been potholed by others and marked.

COMPENSATION

Our fees for professional engineering, professional utility GPS locating and GIS services will be as follows:

Item	Task	Qty	Unit	Unit Price	Cost
1	GPS location and mapping of Sanitary Structure (Point), includes mapping of gravity sanitary lines	125	EACH	\$55.00	\$6,875.00
2	Sanitary Pipe Invert Measurements	275	EACH	\$6.50	\$1,787.50
3	GPS location of Sanitary Force Main	1000	LINEAR FEET	\$1.00	\$1,000.00
4	GPS location and mapping of Water Main Valve	75	EACH	\$30.00	\$2,250.00
5	GPS location and mapping of Fire Hydrant & Hydrant Valve	80	EACH	\$20.00	\$1,600.00
6	GPS location and mapping of Water Main	8.5	LINEAR MILE	\$3,000.00	\$25,500.00
7	GPS location and mapping of Water Service Valves & Yard Meters Points	800	EACH	\$10.00	\$8,000.00
8	Site Inspection/Mobilization for each property Valve/Meter search	625	EACH	\$12.00	\$7,500.00
9	GPS Locate and mapping of Water Service Line from Main to Service Valve or Meter	18,000	LINEAR FEET	\$0.75	\$13,500.00
10	GPS location and mapping of sanitary service cleanout	25	EACH	\$15.00	\$375.00
11	CONTRACT ALLOWANCE*	1	LS	\$25,000.00	\$25,000.00
TOTAL:					\$93,387.50

*Contract Allowance will be billed at time and materials prices per the attached 2025 TWiG Rate Schedule.

TASK DESCRIPTIONS

Item 1- GPS location and mapping of Sanitary Structure (Point), includes mapping of gravity sanitary line

Includes all of the work and expenses related to GPS surveying sanitary structures as well as GIS mapping and importing into the City database of sanitary gravity structures and mains. Mains to be drawn as straight line pipe segments between surveyed sanitary structures. This item is to be paid for each structure surveyed and mapped.

Item 2- Sanitary Pipe Invert Measurements

Includes all work and miscellaneous expenses related to measuring invert depths from the rim, calculating upstream and downstream invert elevations, and populating within the GIS data fields. All work is expected to be accomplished from above grade. Confined space entry is not expected for this project. To be paid for EACH invert elevation (generally 2 each per pipe segment asset/record).

Item 3- GPS location of Sanitary Force Main

Includes all of the work and expenses related to locating and GPS surveying of sanitary force mains as well as GIS mapping and importing into the City database. This item is to be paid for per Linear Feet of forcemain surveyed and mapped.

Item 4- GPS location and mapping of Water Main Valve

Includes all of the work and expenses related to GPS surveying water main valves as well as GIS mapping and importing into the City database of water valves. This item is to be paid for each water main valve surveyed and mapped.

Item 5- GPS location and mapping of Fire Hydrant & Hydrant Valve

Includes all of the work and expenses related to GPS surveying water fire hydrant and fire hydrant valves as well as GIS mapping and importing into the City database of water. This includes mapping of water fire hydrant feeds. This item is to be paid for each water fire hydrant and hydrant valve surveyed and mapped.

Item 6- GPS location and mapping of Water Main

Includes all of the work and expenses related to locating and GPS surveying of water mains as well as GIS mapping and importing into the City database. This item is to be paid for per Linear Mile of water main surveyed and mapped.

Item 7- GPS location and mapping of Water Service Valves & Yard Meters Points

Includes all of the work and expenses related to GPS surveying water service valves and yard meters as well as GIS mapping and importing into the City database of water valves. This item is to be paid for each water service valve and water service yard meter surveyed and mapped.

Item 8- Site Inspection/Mobilization for each property Valve/Meter search

Provides for work and expense related to travel to a site and search for a service valve. To be paid for every account location / presumed service location in the project area, regardless of whether or not a valve or service line can be located and/or mapped. This item is intended to reduce risk associated with sites where no assets can be located. To be paid for EACH location investigated.

Item 9- GPS Locate and mapping of Water Service Line from Main to Service Valve or Meter

Includes all of the work and expenses related to locating and GPS surveying of water service lines as well as GIS mapping and importing into the City database. Water service lines will be located from the water main to the service valve or yard meter. In the case of both being present it will be located to the structure closest to the structure. This item is to be paid for per Linear Feet of water main surveyed and mapped.

Item 10- GPS Location and Mapping of Sanitary Service Cleanouts

Includes all of the work and expenses related to locating and GPS surveying of sanitary service cleanouts. This item is an as needed basis per the City staff direction TWiG is not expected to search for cleanouts. Only if found while locating other features will sanitary service cleanouts be located. Per City direction, sanitary service lines do not need to be added or connected to sanitary service cleanouts located.

Item 11- Contract Allowance

Provides for the following work:

- Pre-project planning / coordination, including meeting with the City and other the City's other GIS consultants to design and modify the existing stormwater network database schema.
- Additional locating effort in trailer park areas.
- Coordination with City Field Operations staff to assist in locating structures or pipes where not readily visible or obstructed. Note that availability of City staff cannot be guaranteed. Work requests should be grouped in a logical manner to maximize efficiency.
- Work to coordinate locating with potholing contractor if required.
- Revisiting sites for further investigations or locating.
- Other tasks that support the goals of the project, upon mutual agreement of Consultant and City and availability of funds (and not otherwise compensated for in other Pay Items).
- To be paid on a time & materials basis as needed, per standard hourly rates provided by the Consultant with the proposal.

SCHEDULE

TWIG will start on the work within 2 weeks of approval and signing of this contract.

PAYMENT

We will invoice monthly based on services rendered or work completed, payable in 30 days from the date of the invoice. Failure to make payment within the noted time frame may result in delay of work or suspension of work.

ACCEPTANCE

If you agree with the condition identified herein, please sign one (1) copy of this agreement and return it to our office. Upon receipt, we will schedule this work and keep you informed of the progress and status of the work.

If you agree to the terms, please sign below and return to the undersigned.

Very truly yours,

Accepted by

Signature

Printed name

Company name

Date