

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, MADE AS OF THIS 18th day of August, 2026, by and between the City of Joliet, Illinois, an Illinois Municipal Corporation, (hereinafter called the "City") and Baxter & Woodman, Inc., (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 August 3, 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 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 \$65,400.00.

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 210 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 negligent errors and omissions.

Aggregate Limit	\$ 10,000,000
Per Claim Limit	\$5,000,000

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 7017821337 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.

SECTION 13 – ARPA PROVISIONS

13.1 TERMINATION FOR CAUSE AND FOR CONVENIENCE

The City reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Contractor, in the event Contractor fails to:

- (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order;
- (2) make any payments owed; or

(3) otherwise perform in accordance with the contract and/or the procurement solicitation. The City also reserves the right to terminate the contract immediately, with written notice to Contractor, for convenience, if the City believes, in its sole discretion that it is in the best interest of the City to do so. The Contractor will be compensated for work performed and accepted and goods accepted by the City as of the termination date if the contract is terminated for convenience of the City. Any award under this procurement process is not exclusive and the City reserves the right to purchase goods and services from other vendors when it is in the best interest of the City.

13.2 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

13.3 CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387) COMPLIANCE

Contractor certifies that during the term of an award for all contracts by the City resulting from this procurement process in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

13.4 COMPLIANCE WITH BYRD AND-LOBBYING AMENDMENT (31 U.S.C. 1352)

When federal funds are expended by the City for an award exceeding \$100,000, the Contractor certifies that during the term and after the awarded term of an award for all contracts by the City resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Contractor further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the

undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The Contractor shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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

Baxter & Woodman, Inc.

By: _____

By: _____

H. Elizabeth Beatty

Name: **Daniel G. Bounds, PE**

City Manager

Title: **Associate Vice President**

Date: _____

Date: **August 3, 2026**

ATTEST:

By: _____

Lauren O'Hara

City Clerk

Date: _____

August 3, 2026

Mr. Anthony Anczer
City of Joliet
150 W. Jefferson Street
Joliet, IL 60432-1148

Subject: Southeast Joliet Sanitary District Phase 2 Water System Improvements

Dear Mr. Anczer:

Baxter & Woodman, Inc. is pleased to submit the following proposal to assist with the design, permitting, and bidding of the Southeast Joliet Sanitary District Phase 2 Water System Improvements.

The proposed improvements will consist of a metered connection between the Southeast Joliet Sanitary District (SEJSD) water system and existing City of Joliet water main at the intersection of Chicago Street (Route 53) and Zarley Boulevard, new water services to properties on Chicago Street, and abandonment of SEJSD water main. The proposed improvements are located within Illinois Department of Transportation (IDOT) right-of-way.

It is anticipated that approximately 150 feet of 8-inch water main will be installed on Zarley Boulevard, including a pressure connection and District Metered Area (DMA) meter, to connect to the existing City of Joliet water main. Approximately 16 properties on Chicago Street will require new water services from the City's existing water main. It is assumed that the water services to six properties on the east side of Chicago Street will be installed via open-cut methods, while the 10 properties on the west side of Chicago Street will be installed by horizontal directional drilling. Once the connection at Zarley Boulevard is installed and the water services are transferred, approximately 4,300 feet of SEJSD water main will be abandoned between the existing water meter on Doris Avenue and the new connection at Zarley Boulevard. The abandoned water main within Route 53 right-of-way will be filled with low density cellular grout as required by IDOT.

It is anticipated that the improvements will be funded with ARPA and/or CDBG grants from Will County. The bid documents will include necessary documentation, provided by the City and/or Will County, to comply with grant requirements.

The following is our scope of services and engineering fee.

Scope of Services

1. PROJECT COORDINATION
 - 1.1. PROJECT MANAGEMENT
 - A. Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope.
 - B. Coordinate with the Owner to ensure the goals of the project are achieved.
 - 1.2. PROJECT MEETINGS – Conduct design review meetings with staff at times during the design of the Project to clarify staff wishes, design questions, and/or construction methods. Design meetings will consist of a Kickoff Meeting, one preliminary design meeting, where the initial layout of the water mains is approved prior to design drawing preparation, one meeting at approximately 60% completion, and one meeting at 90% completion. It is anticipated that the Kickoff Meeting, preliminary review meeting, and final review meetings will be virtual and the 60% review meeting will be in-person.
2. DATA COLLECTION AND SYSTEM REVIEW
 - 2.1. COLLECT EXISTING DATA – Obtain, review, and evaluate information provided by the Owner for use in design.
 - 2.2. SITE VISITS FOR DESIGNERS – Conduct one site visit to familiarize the designer(s) with the sites and clarify the Drawings.
 - 2.3. UTILITY LOCATES AND COORDINATION
 - A. Contact utilities, obtain atlases where available, and provide preliminary plan sheets to utility companies for their markup and return.
 - B. Record and maintain documentation of communications with utilities.
 - 2.4. TOPOGRAPHIC SURVEY – Perform a topographic survey of the project limits of natural and man-made features along the water main routes to develop base sheets for Drawings. This scope of work does not include locating the existing water main or water services.
 - 2.5. GEOTECHNICAL SERVICES
 - A. Hire a geotechnical subconsultant to complete five soil borings, collect and analyze soil samples, determine groundwater levels, and prepare written report.
 - B. Provide environmental services for completing the IEPA Form 663 or 662 where applicable, including CCDD screening, testing, and subsurface investigation. Coordinate with local disposal sites for pre-approval of investigated materials.

3. DESIGN AND PLAN DEVELOPMENT

3.1. PLAN PREPARATION

- A. Prepare Design Documents consisting of Drawings showing the general scope, extent, and character of construction work to be furnished and performed by the Contractors selected by the Owner. Indicate location of utilities from best available records. Preliminary, 60% Design, and 90% Design submittals are anticipated. Review and respond to one set of comments for each submittal.
- B. Indicate location of all utilities that can be obtained from the best available records, including utility company atlases.
- C. Create all legends, general notes, and designer instructions to contractors to create a final set of construction drawings.
- D. Update the Owner's GIS with proposed project location.

- 3.2. MAINTENANCE OF TRAFFIC – It is anticipated that a maintenance of traffic plan will be required for the work at Route 53 and Zarley Boulevard. Develop a preferred maintenance of traffic and staging plan for comment and approval. Identify the preferred strategy for maintaining traffic and driveway access. Complete a design of the preferred staging plan, which may include a detour or staged construction. Prepare construction staging notes, typical sections, and layout to maintain local traffic flow through the construction zone.

3.3. BIDDING DOCUMENTS/PROJECT MANUAL

- A. Prepare Specifications detailing the general scope, extent, and character of construction work to be furnished and performed by the Contractor(s). Specifications prepared in conformance with the format of the Construction Specification Institute.
- B. Prepare for review and approval by the Owner and its legal counsel the forms of Construction Contract Documents consisting of "Front End Documents" including Advertisement for Bids, Bidder Instructions. Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions, where appropriate, based upon standard Owner contract documents and documents prepared by the Engineers Joint Contract Document Committee (EJCDC). Provide necessary documentation for specifications to comply with grant requirements. Provide final specifications to Owner upon completion of design.
- C. It is anticipated that the work will be bid as one work package.

3.4. PERMITS AND AGENCY COORDINATION

- A. IEPA/DPWS – Submit the design documents to the Agency for permit to construct, own, and operate the Project.
- B. IDOT – Submit for IDOT permits for the work within Route 53 right-of-way.

- 3.5. ENGINEER'S OPINION OF PROBABLE COST – Prepare an opinion of probable cost including construction cost and contingencies. Cost estimates will be included in the 60% Design, 90% Design, and Final Design submittals.
- 3.6. PEER AND CONSTRUCTABILITY REVIEWS – Conduct QA/QC peer reviews of Drawings and specifications prepared by Baxter & Woodman, Inc. Utilize Construction Department personnel to provide a review of Drawings and specifications. Revise Drawings and Specifications based on comments from both engineering and construction reviews.
- 3.7. BIDDING ASSISTANCE
 - A. Provide design assistance and clarification for bid documents.
 - B. Assist the Owner with coordination and scheduling during the bid process.
 - C. Prepare Advertisement for Bids (AFB). Provide documents for bidding and assist the Owner in solicitation of bids.
 - D. Prepare addenda as necessary.
 - E. Attend one pre-bid conference.
 - F. Review bid tabulation prepared by Owner and issue a Letter of Recommendation to Award and Notice of Intent to Award to the Owner for their action.
- 4. NOT INCLUDED
 - 4.1. The following items are not included within the scope of this project, but can be provided as additional services to the contract:
 - A. Water main locates
 - B. Sanitary sewer improvements
 - C. Easement assistance
 - D. Wetland delineation and permitting
 - E. Pedestrian Maintenance of Traffic plans
 - F. Traffic signal plans
 - G. Permit Review fees
 - H. Environmental Studies (PESA, PSI, etc.)
 - I. Funding applications

Fee

The Engineer's fee for the stated scope of services is based upon 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 and subconsultant fees, the total of which will not exceed **\$65,400.00**. The Engineer may adjust the hourly billing rates and out-of-pocket expenses on or about January 1 of each subsequent year and Agreement will be amended accordingly prior to the continuation of services. This proposal is valid for 90 days from the date issued.

Acceptance

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 Salem at 815-444-3306 or lsalem@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Daniel G. Bounds, PE
Associate Vice President

City of Joliet

ACCEPTED BY: _____

TITLE: _____

DATE: _____

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