

## **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 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 November 26, 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 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 \$898,700.

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 compete 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 of 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 – WIFIA PROVISIONS

Consultant shall comply with the applicable sections of the WIFIA Contract requirements presented in Attachment E WIFIA Contract Language. It is the responsibility of the Consultant to determine if these requirements apply to part or all of this Agreement.

#### SECTION 14 – IEPA LOAN PROVISIONS

The following, as required by 35 Ill. Adm. Code 365.630 – "Contracts for Personal and Professional Services" is incorporated into this Agreement:

#### 14.1 Audit and Access to Records

- i. Consultant shall maintain books, records, documents and other evidence directly pertinent to performance of Water Pollution Control Loan Program ("WPCLP") loan work under this Agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Illinois Environmental Protection Agency (the "Agency") or any of its duly authorized representatives shall have access to the books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Facilities shall be provided for such access and inspection.
- ii. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
- iii. All information and reports resulting from access to records pursuant to the above paragraphs shall be disclosed to the Agency. The auditing agency will afford Consultant an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- iv. Records under the above paragraphs shall be maintained and made available during performance on Agency loan work under this Agreement and until three (3) years from the date of final Agency loan closing. In addition, those records that relate to any dispute pursuant to 35 Ill. Adm. Code 365.650 (Disputes), litigation, the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken shall be maintained and made available for three (3) years after the resolution of the appeal, litigation, claim or exception.

#### 14.2 Covenant Against Contingent Fees

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bonafide employees. For breach or violation of this warranty, the Loan Recipient (i.e., City of Joliet) shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

#### 14.3 Executive Order 12549

Consultant shall sign and execute a "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" (EPA Form 5700-49) showing compliance with federal Executive Order 12549 as furnished by the Agency.



14.4 Disadvantaged Business Enterprise Utilization

In accordance with 35 Ill. Adm. Code 365.630(b), Consultant shall provide the City and the Agency with a statement regarding the use of Disadvantaged Business Enterprises during the construction service phase.

Consultant agrees to take affirmative steps to assure that Disadvantaged Business Enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Clean Water Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA. Consultant acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs.

14.5 Non-discrimination Clause

Consultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. Consultant shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under USEPA financial assistance agreements. Failure by Consultant to carry out these requirements is a material breach of this Agreement which may result in the termination of this contract or other legally available remedies.

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: \_\_\_\_\_

**Baxter & Woodman, Inc.**

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

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

Title: **Associate Vice President**

Date: **November 26, 2025**



November 26, 2025

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

**Subject: 2027 Water Main Improvements Preliminary Engineering**

Dear Mr. Anczer:

Baxter & Woodman, Inc. is pleased to provide the City of Joliet with this proposal for engineering services for the 2027 Water Main Improvements Preliminary Engineering project. The scope of the Preliminary Engineering project includes topographic survey, water main locates, development of base sheets, and utility coordination for the installation of approximately 20.3 miles of water main and abandonment of an additional 0.9 miles of water main across 11 project locations.

The locations of the water main projects are summarized below.

Project Location	Diameter (in)	Length of Water Main Replacement/Extension (ft)
Akin Park & Bissel	6-8	7,500
Bluff and Van Buren*	12-24	2,900
Cathedral Area Phase 2	8-16	8,900
Cunningham Phase 2	8-12	14,200
Eastern, Benton, and Clinton	12-24	8,600
Gardner and 4th Area	6-8	10,200
Hartman	8-16	11,700
Heggie Park Phase 3	6-16	11,300
Midland	8-24	5,300
Oneida Heights	6-16	14,300
St Pat's Phase 2	6-8	12,500
<b>Total</b>		<b>107,400</b>

\*Topographic survey and preliminary drawings completed under separate contract

## 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 “red” line meeting, where the initial layout of the water mains are 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. PRELIMINARY ENGINEERING

2.1. TOPOGRAPHIC SURVEY

A. 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.

1. *Topographic survey was completed for the Bluff and Van Buren project under a separate contract.*

B. Locate the existing water main and water services.

2.2. PRELIMINARY DRAWINGS – Prepare existing conditions drawings and preliminary plan sheets of natural and manmade features from topographic survey data and utility information, including creating lists of items for clarification at future site visits for each of the 11 project locations. Indicate location of utilities from best available records.

A. *Preliminary drawings were completed for the Bluff and Van Buren project under a separate contract. This scope of work includes coordinating with the AWSP team and Delve for adjacent projects.*

2.3. UTILITY 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. EXISTING CONDITIONS ASSESSMENT –

A. Obtain, review, and evaluate information provided by the Owner for use in design. Review the Owner’s Index of historical plans and as-builts for information relevant to each project.

B. Complete a preliminary review of the Owner’s GIS and provide the Owner with a list of addresses requiring office/field investigations for water services and sanitary sewers. The list of addresses requiring office/field investigations is expected to change during Final Design.

## Schedule

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The above-described services will begin upon receipt of contract authorization from the City. Our proposed schedule is as follows:

Complete Survey and Preliminary Design

May 31, 2026

## Fee

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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 **\$898,700**. 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

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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 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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