

# AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT, MADE AS OF THIS 5<sup>th</sup> day of May, 2026 by and between the City of Joliet, Illinois, an Illinois Municipal Corporation, (hereinafter called the "City") and Cyclomedia Technology, Inc. (hereinafter called the "Consultant"), is an AGREEMENT for professional consulting services to provide engineering services associated with the Roadway Mapping and Asset Management Capture project.

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 Consultant agrees to perform professional services in connection with the Project as hereinafter stated.

1.2 The Consultant will serve as the City's professional representative in those phases of the Project to which this Agreement applies, and will give consultation and advice to the City during the performance of his services. Information and data available in the City's file will be evaluated by the Consultant and utilized as appropriate on the Project.

1.3 The Project scope of work is defined in the attached Statement of Work dated April 2026 and subject to the License Agreement embedded in that Statement of Work. To the extent the terms of the License Agreement are in conflict with this Agreement, the terms of this Agreement shall prevail.

1.4 The Consultant will use the 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 his requirements for the Project.

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 public lands as required for the Consultant to perform his 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 as identified in the attached Statement of Work dated April 2026.

3.2 Payment for consulting services shall be made monthly upon presentation of the Consultant's detailed statement.

#### SECTION 4 – INSURANCE, INDEMNIFICATION AND LIMITATION OF LIABILITY

The Consultant shall obtain the following amounts of insurance from insurance companies authorized to do business in the State of Illinois:

1. Workmen's Compensation insurance in accordance with the laws of the State of Illinois.
2. General Liability insurance in an amount of \$1,000,000 for bodily injury and property damage per occurrence and in the aggregate.

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 caused by 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.

City shall be listed as an "additional insured" in the general liability policy of the Consultant.

The certificates shall evidence that the policies shall not be cancelled during the life of the Agreement until 10 days advance written notice to the City has elapsed.

The Consultant shall also indemnify and hold harmless the City, its officers, officials or employees from any third-party claims asserted against the City, its officers, officials or employees arising from the Consultant's wrongful or negligent performance of the work covered by the Agreement.

IN NO EVENT SHALL THE CONSULTANT OR THE CITY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOST PROFITS, OR INTEREST ON BORROWED FUNDS, WHETHER ARISING IN CONTRACT, IN TORT (INCLUDING THE NEGLIGENCE OF THE CONSULTANT OR THE CITY), AS A RESULT OF THE APPLICATION OF THE PRINCIPLE OF STRICT LIABILITY OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR LIABILITY ARISING FROM GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, IN NO EVENT WILL CONSULTANT'S LIABILITY FOR DAMAGES RESULTING FROM OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE AMOUNTS PAID OR PAYABLE BY THE CITY UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

#### SECTION 5 - 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 officer or agent of any public body, 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 6 - TIME OF COMPLETION

The Consultant shall commence work within a reasonable amount of time in coordination with the City project team after the written Notice to Proceed and shall complete initial capture within 5 weeks, depending on weather conditions.

**SECTION 7 - NONDISCRIMINATION**

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 8 - 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 agree that no representations or warranties shall be binding upon the City unless expressed in writing herein or in a duly executed amendment hereof, or Change Order as herein provided.

**SECTION 9 - APPLICABLE LAW**

This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of State of Illinois.

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.

ATTEST: THE CITY OF JOLIET  
\_\_\_\_\_  
BY \_\_\_\_\_

DATE \_\_\_\_\_

ATTEST: Cyclomedia Technology, Inc.  
\_\_\_\_\_  
BY \_\_\_\_\_

DATE \_\_\_\_\_