



Agreement for Professional Services

This AGREEMENT is entered into on _____, 2026 between **City of Joliet Public Works, 150 West Jefferson Street, Joliet, IL 60432** ("OWNER") and HUTCHISON ENGINEERING, INC., 1801 W. Lafayette Ave. P.O.. Box 820., Jacksonville, IL 62651 ("CONSULTANT") AND COLLECTIVELY KNOWN AS THE PARTY OR PARTIES for the professional services outlined in the attached Exhibit A ("SERVICES").

The SERVICES provided pursuant to this AGREEMENT are limited exclusively to the following PROJECT and are to be completed with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality:

The PROJECT shall be defined as:

Perform plan reviews for the Northpoint Development. Reviews consist of structures, utilities, grades and full plan reviews as directed by the City of Joliet.

Amount not to exceed \$20,000

The OWNER and CONSULTANT agree that the SERVICES herein described are subject to the following terms and conditions:

1. BILLING AND PAYMENT

The CONSULTANT agrees to perform the SERVICES in accordance with the generally accepted standard of care on an hourly basis in accordance with the attached SCHEDULE OF HOURLY CHARGES. Upon execution of this AGREEMENT, the OWNER shall make an initial payment of \$ 0.00 ("RETAINER"). This RETAINER shall be held by the CONSULTANT and applied against the final invoice.

The OWNER will be billed at an interval of no less than 30 days or as outlined below for milestone submittals:

Invoices are due/payable upon receipt, and will be deemed past due if not paid in full within fifteen (15) calendar days of receipt of the invoice regardless of any funding reimbursement agreements the OWNER may have with outside agencies.

Invoices not paid within thirty (30) days from the date of the invoice will be considered delinquent and shall bear interest at the rate of 12% per annum from the date of invoice until fully paid and OWNER shall be liable to CONSULTANT for any reasonable attorney's fees, court costs or related expenses incurred in connection with the effort to collect said delinquencies. Additionally, SERVICES may be suspended by the CONSULTANT if payments are not made within thirty (30) days of the date of the invoice. In the event the CONSULTANT deems that a lien or other legal action is necessary to enforce collection of services rendered, the OWNER shall bear all lien fees, legal expenses and court costs.

2. LIMITATION OF LIABILITY

To the maximum extent permitted by law, the OWNER agrees to limit the CONSULTANT's liability for the CONSULTANT's damages to the sum of \$20,000.00 or the CONSULTANT's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

3. WAIVER OF CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this AGREEMENT, and to the fullest extent permitted by law, neither the OWNER nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the PROJECT or to this AGREEMENT. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

4. OWNERSHIP OF INSTRUMENTS OF SERVICE

The CONSULTANT shall retain ownership of all reports, drawings, plans, specifications, electronic files, field data, notes and other documents and instruments prepared by the CONSULTANT (INSTRUMENTS OF SERVICE). The CONSULTANT shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto.

The OWNER agrees the INSTRUMENTS OF SERVICES are intended solely for this PROJECT, and the OWNER shall not reuse or make any modification to the construction documents without the prior written authorization of the CONSULTANT. The OWNER agrees to release the CONSULTANT, its officers, directors, employees and subconsultants from any and all claims arising out of unauthorized use of the INSTRUMENTS OF SERVICE, and The OWNER agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the CONSULTANT against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the unauthorized reuse or modification of the INSTRUMENTS OF SERVICE by the OWNER or any person or entity that acquires or obtains the INSTRUMENTS OF SERVICE from or through the OWNER without the written authorization of the CONSULTANT.

5. CONSTRUCTION MEANS AND METHODS AND JOBSITE SAFETY

Construction means and methods and jobsite safety are the sole responsibility of the general contractor. The CONSULTANT has no liability for and no control over construction means and methods and jobsite safety.

6. DISPUTE RESOLUTION

The OWNER and CONSULTANT agree to engage in mediation as a condition precedent to filing any lawsuit. The costs of the mediation will be shared equally by all parties involved. The OWNER shall not make resolution of any dispute or payment of any amount due contingent upon the CONSULTANT's signing a certification, guarantee or warranty as to the existence of any conditions that the CONSULTANT cannot personally ascertain.

7. TERMINATION

This AGREEMENT may be terminated by either The OWNER or CONSULTANT at any time with or without cause upon ten (10) days written notice to the other PARTY. The OWNER's failure to timely pay invoices will constitute grounds for termination by the CONSULTANT. In the event of termination by either PARTY, the OWNER will pay for all SERVICES rendered by the CONSULTANT, including all expenses incurred, up to and including the date SERVICES are terminated. Final payment will be due immediately upon receipt of the final invoice.


8. GOVERNING LAW AND VENUE

The OWNER and CONSULTANT agree that the laws of the State of Illinois govern this AGREEMENT, and any lawsuit arising out of this AGREEMENT or the SERVICES herein shall be brought in the county where the PROJECT is located.

9. MISCELLANEOUS

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or CONSULTANT. The CONSULTANT makes no warranties, express or implied, and none of the SERVICES provided under this AGREEMENT or on the PROJECT constitute a sale of goods. This AGREEMENT contains the entire AGREEMENT between the OWNER and CONSULTANT and can only be modified in writing and signed by both PARTIES. This AGREEMENT may be executed in counterparts.

IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT to be duly executed by their duly authorized representatives, effective as of the day and year first above mentioned.

<p>HUTCHISON ENGINEERING INC.</p> <p>By: <u></u> (Signature)</p> <p>Name: <u>Joseph C. Wick, Jr., P.E.</u> (Printed)</p> <p>Title: <u>Vice President/Director of Ops. - N. IL</u></p>	<p>[CORRECT OWNER ENTITY NAME]</p> <p>By: _____ (Signature)</p> <p>Name: _____ (Printed)</p> <p>Title: <u>Mayor</u></p>
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HUTCHISON ENGINEERING, INC.

SCHEDULE OF HOURLY CHARGES

Effective January 1, 2026

Engineering Technician 1.....	95.00 per hour
Engineering Technician 2.....	115.00 per hour
Engineering Technician 3.....	130.00 per hour
Engineering Technician 4.....	155.00 per hour
Engineering Technician 5.....	175.00 per hour
Engineering Technician 6.....	195.00 per hour
Engineer 1.....	115.00 per hour
Engineer 2.....	135.00 per hour
Engineer 3.....	160.00 per hour
Engineer 4.....	195.00 per hour
Engineer 5.....	225.00 per hour
Architect 3.....	190.00 per hour
Architect 2.....	140.00 per hour
Architect Associate.....	105.00 per hour
Project Manager.....	265.00 per hour
Principal of Firm.....	275.00 per hour
Computer Aided Design/Drafting.....	14.00 per hour
Nuclear Density Equipment.....	50.00 per day (25.00 Minimum)
Breaking Concrete Cylinders	50.00 Each
GPS Equipment.....	200.00 per day (100.00 Minimum)
Robotic Survey Equipment.....	100.00 per day (50.00 Minimum)
Miovision Traffic Camera.....	100.00 per day (50.00 Minimum)
Utility Location Equipment.....	50.00 per day

Expenses such as sub-surface investigations, laboratory testing, bituminous proportioning, printing, mileage, subsistence, traffic counter processing and overtime premium shall be billed at actual cost.

The above rates shall apply to any services for the calendar year in effect, after which the rates shall be adjusted to the then current calendar year schedule used by the firm.