



K U H N & T R E L L O
C O N S U L T I N G E N G I N E E R S
A Limited Liability Company
109 N. 7th Street, 3rd Floor
Springfield, IL 62701
Phone: 217-679-0044
Professional Design Firm No. 184-006516

CONTRACT FOR PROFESSIONAL SERVICES

DATE: 02/20/26

PROJECT NO.: 26005

OWNER: Village of Sherman
401 St. John Drive
Sherman, IL 62684

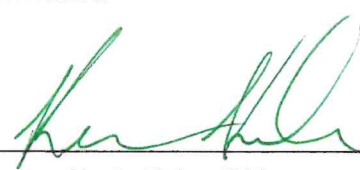
ENGINEER: Kuhn & Trello Consulting Engineers
109 N. 7th Street, 3rd Floor
Springfield, IL 62701

PROJECT: Village Engineer duties as directed by the Village President and/or Village Board


FEE: \$ Hourly Type: Fixed Cost Plus CP not to exceed
Reimbursables included in Fee: Yes No

The Scope of Work for this contract is governed by the General Conditions attached to this Contract. By executing this Contract you pledge that you have read and agree to the General Conditions.

OWNER:
Accepted and Payment Guaranteed By:

ENGINEER:


Name: Kevin Kuhn, P.E.
Title: Principal Engineer
Date: 02/20/26



Name: TREVIN J CLAFELIGA
Title: PRESIDENT
Date: 4/21/26 Res 26-07



K U H N & T R E L L O

CONSULTING ENGINEERS
A Limited Liability Company

*109 N. 7th Street, 3rd Floor
Springfield, IL 62702
Phone: 217-679-0044
Professional Design Firm No. 184-006516*

2026 Hourly Rates:

Principal Engineer	\$ 250 / hr. - \$ 300 / hr.
Senior Project Engineer	\$ 175 / hr. - \$ 225 / hr.
Structural Engineer	\$ 150 / hr. - \$ 200 / hr.
Project Engineer	\$ 100 / hr. - \$ 150 / hr.
Chief Surveyor	\$ 175 / hr. - \$ 200 / hr.
Surveyor	\$ 125 / hr. - \$ 175 / hr.
Project Technician	\$ 90 / hr. - \$ 125 / hr.
Senior Project Technician	\$ 125 / hr. - \$ 175 / hr.

These rates may change from time to time with 30 days prior notice.

GENERAL CONDITIONS

BY SIGNING THE FRONT OF THIS CONTRACT, YOU ARE STATING YOU ARE IN AGREEMENT WITH THE FOLLOWING:

TERMS OF PAYMENT: Unless otherwise provided for in this contract, Kuhn & Trello Consulting Engineers, LLC (KTCE), will submit monthly invoices for work which has been completed. Each invoice is due and payable within 30 days of invoice date, after which it will be deemed Past Due. Any Past Due invoice will be assessed a late charge of 1-1/2% per month, or fraction of a month, or the highest lawful rate of the state in which the OWNER's office is located. If the invoice becomes 60 days Past Due, work on the project may be stopped until the balance is paid in full including charges for any unbilled work done. KTCE retains the right to file a lien against the property if the invoice is 60 days or more Past Due. Fees are due and payable as outlined above and are in no way contingent on the OWNER obtaining funding or receiving funds from others. All documents and information including, but not limited to, Plans, Specifications, Reports, Plats of Survey, and Photocopies may not be released until invoices are paid in full.

BILLING INFORMATION

STANDARD TIME BASIS: Fees for professional and/or technical services which are to be performed in connection with any project on KTCE Standard Time-Basis will be calculated as follows:

Charges shall be equal to the total of (a)"Direct Hourly Rates", (b)"Reimbursable Expenses, and (c)110% of "Subcontract Expenses", unless specifically noted otherwise.

"Reimbursable Expenses" are defined as actual non-labor expenditures incurred on the project, including transportation, subsistence and other travel expenses, toll calls, printing of specifications, reproductions, blue prints, mailing and similar items.

"Sub-contract Expenses" are defined as expenditures for specialized outside services, such as sub-consultants, special studies, professional estimators, explorations, aerial surveys, computer services, renderings, models, ownership searches, soil boring, soil testing, materials testing, etc.

ESTIMATES OF FEES, BASED ON HOURLY RATE: If an estimate of KTCE's fee is stated in this Proposal, the estimate shall not be considered a firm figure.

FEES BILLED AS A FIXED FEE: Fixed Fee billings for professional services will be based upon KTCE's estimate of the proportion of the total services actually completed at the time of billing.

RESPONSIBILITY OF KTCE: Basic services and associated responsibilities shall be in accordance with usual and customary terms and conditions of the outlined scope of work.

RESPONSIBILITY OF OWNER: Services and associated responsibilities shall be in accordance with usual and customary terms and conditions of service contracts to include timely information, due diligence, complete scope of work and payment.

OWNER/CLIENT agrees that upon default of its obligations hereunder, including its obligation to pay for professional fees and costs incurred by KTCE, it shall pay all costs and fees, including reasonable attorneys' fees, incurred by KTCE in enforcing the terms of this agreement and/or enforcing any judgement entered in favor of KTCE.

CONSTRUCTION OBSERVATION: If, as a part of this contract KTCE is providing construction observation, KTCE shall make visits to the construction site to observe the progress and quality of the contractor's(s') work to determine in general if such work is proceeding in accordance with the contract documents. KTCE shall not be required to make exhaustive or continuous on-site inspections to check quality or quantity of such work, unless specifically noted otherwise. KTCE shall not be responsible for the means, methods, techniques, sequences or procedures of construction or of the safety precautions and programs incidental to the work of the contractor. KTCE does not warrant or guarantee contractor's(s') work, and shall not be responsible for the failure of contractors to perform the work in accordance with construction documents.

CONSTRUCTION ESTIMATES: KTCE does not guarantee its opinions of probable construction cost.. The OWNER shall advise KTCE in writing at an early date the budgetary limitations for the overall project cost or construction cost. KTCE will endeavor to work within those limitations. If requested, KTCE will periodically submit opinions as to the probable construction cost.

LIMITATION OF LIABILITY: The OWNER agrees to limit the Design Professional's liability to the OWNER and to all construction contractors and subcontractors on the project due to the Design Professional's negligent acts, errors, or omissions, such that the total aggregate liability of the Design Professional to all those named shall not exceed the total fee for services rendered under this Agreement, or \$50,000, whichever is greater.

CONTRACTOR'S INSURANCE: If, as part of this Agreement, KTCE is to prepare bid documents and/or OWNER-contractor contracts, the OWNER will provide KTCE with all information as to insurance requirements to be carried by the construction contractor(s). If the OWNER does not provide this information to KTCE in a timely fashion, KTCE will provide in the bid documents a set of insurance requirements which in the opinion of KTCE may be appropriate for the job. Inasmuch as KTCE is not in the business of advising on insurance matters, KTCE does not guarantee the amount of insurance specified will be sufficient. The OWNER will hold KTCE harmless in the event of any loss suffered as a result of insufficient insurance coverage.

REUSE OF DOCUMENTS: All documents including, but not limited to, drawings, specifications, and electronic media (disks) furnished by KTCE pursuant to this Agreement are instruments of this service in respect of the project. They are not intended or represented to be suitable for reuse by KTCE or others on extensions of the project or on any other project. Any reuse without specific written verification or adaptation by KTCE will be at the OWNER's sole risk and without liability or legal exposure to KTCE and OWNER shall indemnify and hold harmless KTCE from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle KTCE to further compensation at rates to be agreed upon by OWNER and KTCE.

TERMINATION: This Agreement is subject to termination by OWNER or KTCE should the other fail to perform its obligations hereunder. In the event of any termination, KTCE will be paid for all services rendered to the date of termination, all reimbursable expenses and reimbursable termination expenses, including reasonable attorney fees and costs.

MISCELLANEOUS: If the OWNER issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement will take precedence in the event of a conflict of terms. This document shall be governed by the laws of the State of Illinois. In the event any part of this document is held invalid to any court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.