

Request for Qualifications (RFQ)

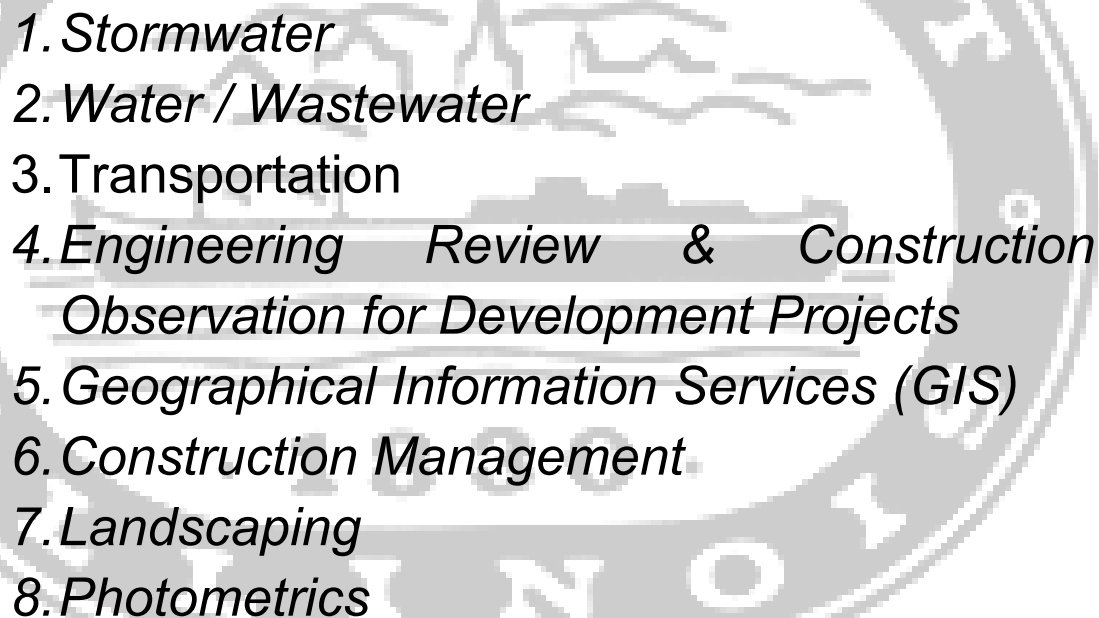
For

Municipal Consulting Engineering Services

For

The City of Lockport

Civil Engineering Disciplines Sought Include:

- 
- 1. Stormwater*
 - 2. Water / Wastewater*
 - 3. Transportation*
 - 4. Engineering Review & Construction
Observation for Development Projects*
 - 5. Geographical Information Services (GIS)*
 - 6. Construction Management*
 - 7. Landscaping*
 - 8. Photometrics*

Due by 10:00 a.m.

On the 20th day of October 2023

**Request for Qualifications
For
Municipal Consulting Engineering Services
For
The City of Lockport**

I. Purpose:

The City of Lockport is soliciting Statement of Qualifications from qualified Municipal Consulting Engineers to provide comprehensive engineering services in various Civil Engineering disciplines. The City is asking experienced Consulting Engineers to submit a Statement of Qualifications to provide services for a variety of projects that are in various design and planning stages.

It is the intent of the City to select one or more Consulting Engineers to provide services for preliminary & final design, construction observation and planning in various Civil Engineering disciplines including transportation, water / wastewater, transportation, engineering review & construction observation for development projects, geographical information systems (GIS), general contractor / project management, landscaping and photometrics.

Each applicant can provide qualifications for any or all of the eight (8) disciplines as outlined in this document. The applicant does not need to provide qualifications for each of the eight (8) disciplines to be considered.

II. Scope of Services

Provide Municipal Consulting Engineering Services for the City of Lockport:

A. General Services Required For All Disciplines Include, but are not limited to:

1. Prepare grant applications
2. Prepare studies and planning documents
3. General surveying services
4. Prepare applications, plans and/or contracts required for completion of partially completed program plans and contract documents
5. Preliminary Design
6. Final Design and Bid Documents
7. Provide project close out support for open MFT or federal aid projects
8. Bidding assistance
9. Provide construction phase services for Capital, MFT or federal aid infrastructure improvements

B. Discipline Specific Services Include:

1. **Stormwater Services** Include, but are not limited to:

- A. Hydraulic Analysis
- B. Flood Control
- C. Storm Sewer Conveyance Evaluation
- D. Storm Sewer Conveyance Design
- E. Management Planning
- F. Detention Evaluation and Design
- G. Floodplain Analysis, Delineation & Mitigation
- H. Wetland Analysis, Delineation & Mitigation
- I. Knowledge of and Experience with local, county, state and federal design guidelines and requirements
- J. Knowledge of and Experience with Agencies such as: NIPC, IEPA, USACE, IDNR, FPDWC, WCDOT, IDOT, FEMA and others as may be necessary
- K. Resident Drainage Issue Assistance
- L. City's NPDES Permit Assistance
- M. Outfall Inspections

2. **Water / Wastewater Services** Include, but are not limited to:

- A. Water Distribution System Modeling
- B. Water Distribution System Evaluation
- C. Water Loss Evaluation
- D. Water Main Replacement Design
- E. Water Well Design (Shallow and Deep)
- F. Water Treatment Design
- G. Water Storage Design

- H. Sanitary Collection System Modeling
 - I. Sanitary Collection System Evaluation
 - J. Sanitary Sewer Replacement Design
 - K. Sanitary Sewer Cured In Place Piping (CIPP) Design
 - L. Wastewater Treatment Plant Evaluation, Planning & Design
 - M. Wastewater Pretreatment
 - N. Illinois Environmental Protection Agency (IEPA) Coordination & Permitting Assistance
 - O. Capacity, Management, Operation and Maintenance (CMOM) Program Assistance
3. **Transportation Services** Include, but are not limited to:
- A. Traffic Impact Studies (TIS)
 - B. Intersection Design Studies (IDS)
 - C. Roadway Design
 - D. Pedestrian Infrastructure Design
 - E. Infrastructure Maintenance
 - F. Railroad Crossing Quiet Zone Design
 - G. Roadway Pavement Evaluation
 - H. Traffic Calming
 - I. Knowledge of and Experience with local, county, state and federal design guidelines and requirements
4. **Engineering Review & Construction Observation for Development Project Services** Include, but are not limited to:
- A. Residential Development Review – Based on City Code & Development Handbook
 - B. Commercial Development Review – Based on City Code & Development Handbook

- C. Industrial Development Review – Based on City Code & Development Handbook
 - D. Construction Phase Services, Observation and Documentation
 - E. Stormwater Review – Based on Will County Stormwater Management Ordinance and City Code & Development Handbook
 - F. Review for Compliance with other local, county, state and federal regulations as applicable
 - G. Constructability Review
 - H. Work alongside various City Staff to provide complete, concise comments back to Developer
 - I. Provide timely reviews as directed by City Staff
 - J. Provide City Staff recommendations based on reviews
 - K. Review properties to ensure all applicable local, county, state and federal codes are in compliance
 - L. Complete background investigations into properties for Environmental Impacts, Property Ownership and Property Entitlements as required similar to Pre-Phase I and Phase I Studies
5. **Geographical Information Systems (GIS) Services** Include, but are not limited to:
- A. Data Collection
 - B. Data Storage
 - C. Data Editing
 - D. Data Sharing
 - E. Work Order System & Implementation to City Staff
 - F. Data Viewing
 - G. Utilize Existing Data along with New Data to Generate Citywide Maps and Planning Documents
 - H. Create User Friendly Interface for Public Works Department to Document Items Such as Water Main Repairs, Patches, etc.

- I. Assist with Selection of Appropriate Software and Hardware for Implementation
 - J. Ultimately Generate a System that can be Trusted for Planning, Design, Infrastructure Evaluation, Tracking Repairs, Work Order Generation and Documentation
6. **Construction Management Services** Include, but are not limited to:
- A. Assist With Project Scope & Budget Generation
 - B. Evaluate Project Plans For Feasibility and Constructability
 - C. Provide Value Engineering Alternates Based on Review
 - D. Assist With Schedule Generation
 - E. Manage Schedule & Budget
 - F. Review and Provide Recommendations for Project Payouts, Change Orders and Schedule Modifications
 - G. Bidding Assistance
 - H. Sub-Contractor Coordination
 - I. Meet Communication and Performance Requirements as Set by City Staff
 - J. Deliver Project On Time and Within Budget
 - K. Provide As Needed: Safety Plans, SWPPP Management, Quality Control Plan, Construction Inspections, Project Documentation and Close Out
 - L. Meeting and Exceeding All Codes and Requirements as Applicable
 - M. Acting as City Representative as Needed During Project
 - N. Professional Staff Onsite to Communicate with All Parties Daily
 - O. Successful Implementation of Project Meeting or Exceeding All Requirements Set Forth by City Staff
 - P. Providing Project Maintenance & Warranty Assistance As Needed
7. **Landscape Architect Services** Include, but are not limited to:
- A. Review City Capital Infrastructure & Outside Development Plans for Compliance with Applicable Codes and Requirements

- B. Assist with City Code and Requirement Development
- C. Streetscape Design
- D. Site Planning
- E. Urban Design
- F. Feasibility Studies
- G. Field Verification of Installed Landscape Plans
- H. Generate Deficiency Lists During Field Inspection
- I. Generate, Implement and Review Landscape Management Plans
- J. Work with City Staff and Elected Officials to Generate Landscape Designs for City Properties

8. **Photometric Engineering Services** Include, but are not limited to:

- A. Review City Capital Infrastructure & Outside Development Plans for Compliance with Applicable Codes and Requirements
- B. Assist with City Code and Requirement Development
- C. Photometric Analysis
- D. Photometric Design
- E. Photometric Installation and Management
- F. Field Verification of Installed Photometric Plans
- G. Generate Deficiency Lists During Field Investigation
- H. Complete Lighting Audits
- I. Evaluate Incentive Programs for City Owned Street Lights
- J. Evaluate Lighting Environmental Impacts

C. Meetings

- 1. The consultant(s) may be required as needed to attend City Council and Committee of the Whole meetings.

2. The consultant(s) may be required to attend outside meetings on behalf of the City of Lockport as a City representative.

III. Prohibited Interest:

No member, official, or employee of the City of Lockport during their tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or proceeds thereof.

IV. Instructions to Consultants:

A. Submittal Requirements

Qualified consultants interested in performing any or all of the work described in this request for qualifications should submit clearly on the cover page which of the eight (8) disciplines are included in the submittal. Only those disciplines listed on the cover will be considered for inclusion in the selection process for each discipline.

Qualification should include at a minimum the following information presented in a clear, comprehensive and concise manner, to illustrate the firm's capabilities and technical expertise in each of the eight (8) disciplines for which the firm is submitting for consideration:

1. General Information About the Consulting Firm – maximum 10 pages
 - i. Summary of the consultant's general qualifications, special disciplines, background, number of employees, office locations, etc.
 - ii. List of primary contact who would be assigned to the City, their qualifications and samples of their work (plan review letters, daily field reports, meeting minutes, etc.).
 - iii. Any pertinent information detailing the items in **Section II.A.** above.
 - iv. Describe the consultant's quality assurance and control program and discuss how the work will be monitored with respect to both budget and schedule.
 - v. Describe the consultant's history acting in a Municipal capacity, along with how any conflicts and oversights were resolved.
 - vi. Describe the consultant's history and experience working with local, state and federal agencies such as: NIPC, IEPA, IDOT, USACE, IDNR, FPDWC, WCDOT, FEMA and any other agencies.
2. Discipline Specific Services to Be Provided (**There should be a clearly labeled separate section for each discipline submitted for. Each section should include the following information – maximum 10 pages each discipline.**)
 - i. Provide completed discipline acknowledgement form. 1 page.

- ii. List of discipline related personnel who would be assigned to the City, their qualifications, and resumes. Have at least two registered engineers responsible for providing review and certification of documents when necessary. 3 pages.
 - iii. State any sub-consultants who will be utilized along with their scope of work and qualifications. 1 page.
 - iv. Provide a list of Municipal clients represented within the last five (5) years along with present status. 1 page.
 - v. Provide at least three (3) example projects within this discipline. 4 pages.
3. Limit the total length of your proposal for each discipline including general information to a maximum of 10 pages (excluding covers and dividers) for a total of 90 pages per submittal. Proposal longer than 90 pages in length may be rejected.
- i. Submit a total of six (6) original sets of your Qualifications. Include a digital PDF copy on a flash drive.
 - ii. Proposals must be received no later than 10:00 a.m. on the 20th Day of October 2023 at Public Works and Engineering Facility. The Public Works and Engineering Facility is located at 17112 S. Prime Boulevard, Lockport, IL 60441.

B. **Contacts**

Questions related to procedures and the scope of work should be directed to:

Brian Lovering, P.E., Assistant Director of Public Works & Engineering
17112 S. Prime Boulevard
Lockport, IL 60441
Phone: (815) 838-0549 Ext. 2314
Fax: (815) 838-6580
Email: blovering@lockport.org

V. **Tentative Schedule:**

- 1. RFQ issued: **October 6, 2023**
- 2. Deadline for Submittal of Proposals: **October 20, 2023**
- 3. Completion of Evaluation and Selection Process (tentative): **November 10, 2023**
- 4. City Council's Consideration and Approval (tentative): **December 6, 2023**

VI. Review and Selection Process:

Professional firms will be evaluated on the following criteria in each Engineering Discipline individually. These criteria will be the basis for review of the written proposals.

1. **Scope of Proposal & Approach:** **15 Points**
Evaluate the Applicant's scope and presentation of information. Evaluate the Applicant's approach for working with the City on potential projects.
2. **Consultant Experience:** **30 Points**
Evaluate the Applicant's qualifications, credentials, experience and performance in similar work for other municipalities.
3. **Assigned Personnel & Availability:** **25 Points**
Evaluate the personnel assigned to the City. Do they have the necessary experience, availability, background and support staff to complete the necessary projects and tasks for the City?
4. **Firm Capability:** **15 Points**
Does the firm have the knowledge and ability to work with local, county, state and federal agencies such as: NIPC, IEPA, IDOT, USACE, IDNR, FPDWC, WCDOT and FEMA? Does the Applicant have any conflicting interest with any agency?
5. **Motivation & Satisfaction:** **15 Points**
Is the Applicant fully vested in working for the City? Has the Applicant been successful in similar work capacities? Can the Applicant meet the needs of the City?

Reference Evaluation

The City may check references using the following criteria. The evaluation rankings will be labeled Satisfactory/Unsatisfactory.

QUALIFICATION	STANDARD
Overall Performance	Would you hire this Professional again? Did they show the skills required?
Timetable	Was the original Scope of Work completed within the specified time? Were interim deadlines met in a timely manner?
Completeness	Was the Professional responsive to client needs; did the Professional anticipate problems? Were problems solved quickly and effectively?
Budget	Was the original Scope of Work completed with the project budget?
Job Knowledge	a) If a study was conducted, did it meet the Scope of Work? b) If Professional administered a construction contact, was the project functional upon completion and did it operate properly? Were problems corrected quickly and effectively?

The City will use the following general selection process to determine the most qualified firm(s) to serve the City in each Engineering Discipline:

1. Interested parties will provide written qualifications to the City based on the guidelines and information in this RFQ;
2. The firm(s) shall be duly licensed and certified to perform the professional services outlined in this RFQ;
3. A Selection Committee will review and rank all proposals;
4. The City may request firms to participate in an interview process to include (but not necessarily be limited to) an interview, the firm's engineering fee structure, a check of references, or any other follow-up activity deemed appropriate by the City;
5. The City will provide a final ranking of all firms in each Engineering Discipline included in this RFQ. There will be a total of eight (8) discipline lists generated; and
6. The City reserves the right to reject any and all proposals at any time; waive minor informalities in the screening process; and/or terminate the selection process.

VII. Compensatory Fees

Upon completion of the selection process, the City will commence negotiations with the top rated firm(s) in each discipline in order to establish a final scope of services and the professional fee to be earned by the consultant(s). Should the City and the top rated firm(s) be unable to mutually agree on the scope and fee, negotiations will be suspended with the top ranked firm and the next ranked firm(s) will be asked to commence negotiations under the same scenario. The City Council must approve any Agreement between the City and Consultant(s) prior to the consultant commencing work.

VIII. Standard City Contract

Upon final selection of the Consultant(s) to be utilized by the City, each successful Consultant shall sign the City's Master Professional Services Agreement prior to working on any future projects for the City. For each project the successful Consultant shall be tasked with, the Consultant shall sign a Task Order with the project specific scope, schedule, negotiated fee and any other project specific information as may be required by the City. The Master Professional Services Agreement can be viewed below. By submitting a Statement of Qualifications for this request, the Consultant agrees to the language below.

ACKNOWLEDGEMENT

Our firm acknowledges the ability to provide all services listed in Section II. B. 1. **Stormwater Services** with the exception of those listed in the exclusion section of this form.

Company Name

Representative for above mentioned Company (Please print)

Signature of Representative for above mentioned Company

At this time our firm is unable to provide the following services:

ACKNOWLEDGEMENT

Our firm acknowledges the ability to provide all services listed in Section II. B. 2. **Water/Wastewater Services** with the exception of those listed in the exclusion section of this form.

Company Name

Representative for above mentioned Company (Please print)

Signature of Representative for above mentioned Company

At this time our firm is unable to provide the following services:

ACKNOWLEDGEMENT

Our firm acknowledges the ability to provide all services listed in Section II. B. 3. **Transportation Services** with the exception of those listed in the exclusion section of this form.

Company Name

Representative for above mentioned Company (Please print)

Signature of Representative for above mentioned Company

At this time our firm is unable to provide the following services:

ACKNOWLEDGEMENT

Our firm acknowledges the ability to provide all services listed in Section II. B. 4. **Engineering Review & Construction Observation for Development Project Services** with the exception of those listed in the exclusion section of this form.

Company Name

Representative for above mentioned Company (Please print)

Signature of Representative for above mentioned Company

At this time our firm is unable to provide the following services:

ACKNOWLEDGEMENT

Our firm acknowledges the ability to provide all services listed in Section II. B. 5. **Geographical Information Systems (GIS) Services** with the exception of those listed in the exclusion section of this form.

Company Name

Representative for above mentioned Company (Please print)

Signature of Representative for above mentioned Company

At this time our firm is unable to provide the following services:

ACKNOWLEDGEMENT

Our firm acknowledges the ability to provide all services listed in Section II. B. 6. **Construction Management Services** with the exception of those listed in the exclusion section of this form.

Company Name

Representative for above mentioned Company (Please print)

Signature of Representative for above mentioned Company

At this time our firm is unable to provide the following services:

ACKNOWLEDGEMENT

Our firm acknowledges the ability to provide all services listed in Section II. B. 7. **Landscape Architect Services** with the exception of those listed in the exclusion section of this form.

Company Name

Representative for above mentioned Company (Please print)

Signature of Representative for above mentioned Company

At this time our firm is unable to provide the following services:

ACKNOWLEDGEMENT

Our firm acknowledges the ability to provide all services listed in Section II. B. 8. **Photometric Engineering Services** with the exception of those listed in the exclusion section of this form.

Company Name

Representative for above mentioned Company (Please print)

Signature of Representative for above mentioned Company

At this time our firm is unable to provide the following services:

Professional Services Agreement

THIS AGREEMENT made and entered into the day and year set forth below by and between THE CITY OF LOCKPORT, a Municipal Corporation, hereinafter referred to as the "City" and _____, (insert either a corporation, a partnership or an individual, doing business as _____), hereinafter referred to as "Professional".

WITNESSETH:

In consideration of the mutual covenants and obligation herein expressed, it is agreed by and between the parties hereto as follows:

1. Scope of Services. The Professional agrees to provide services in accordance with any project Task Orders for (RFP or project name), issued by the City. No Change Order shall exceed \$ _____. The City reserves the right to independently bid any project as a result of a change order to the Professional for the same pursuant to this Agreement.

2. The Task Schedule. The services to be performed pursuant to this Agreement shall be performed in accordance with the Task Schedule stated on each Task Order.

3. Time of Commencement and Completion of Services. The services to be performed pursuant to this Agreement shall be initiated as specified on each Task Order. Time is of the essence. Any extensions of any time must be agreed upon in writing by the parties hereto.

4. Term. This Agreement shall commence _____, and shall continue in full force and effect until _____, unless sooner terminated as herein provided. In addition, at the option of the City, the Agreement may be extended for additional three year period. Pricing changes shall be negotiated by and agreed to by both parties. Written notice of renewal shall be provided to the Professional and mailed no later than ninety (90) days prior to the end of the Agreement.

5. Early Termination by City/Notice. Notwithstanding the time periods contained herein, the City may terminate this Agreement at any time without cause by providing written notice of termination to the Professional. Such notice shall be delivered at least fifteen (15) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. All notices provided under this Agreement shall be effective when mailed, postage prepaid and sent to the following address:

Professional	City	With copy to
_____	_____	_____
_____	_____	_____
_____	_____	_____

In the event of any such early termination by the City, the Professional shall be paid for services rendered prior to the date of termination subject only to the satisfactory performance of the Professional’s obligations under this Agreement. Such payment shall be the Professional’s sole right and remedy for such termination.

6. Design, Project Insurance and Insurance Responsibility. The Professional shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all services rendered by the Professional, including but not limited to designs, plans, reports, specifications, and drawings and shall, without additional compensation, promptly remedy and correct and errors, omissions, or other deficiencies.

The Professional shall maintain liability insurance coverage in the amount of at least \$2,000,000.00 each for commercial general liability, automobile liability, employer’s liability, and errors and omissions liability/professional liability. The Professional shall maintain Workers’ Compensation coverage in accordance to the provisions of the laws of the State of Illinois and Worker’s compensation shall be endorsed with a waiver of subrogation in

favor of the City for all work performed by the Professional and/or by any Professional's subcontractor, and their employees, agents, subcontractors, and sub-consultants.

Nothing in this Agreement shall be construed as a limitation or waiver of defenses available to the City and its employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*

7. Compensation. In consideration of services to be performed pursuant to this Agreement, the City agrees to pay Professional on a time and reimbursable direct cost basis designated in each Task Order as provided by the Professional and agreed upon by the City. At the election of the City, such Task Order may contain a maximum fee, which shall be negotiated by the parties hereto for each such Task Order. Monthly partial payments based upon the Professional's billings and itemized statements are permissible. The amounts of all such partial payments shall be based upon the Professional's City-verified progress in completing the services to be performed pursuant to the Task Order and upon approval of the Professional's direct reimbursable expenses. Final payment shall be made following acceptance of the work by the City. Upon final payment, all designs, plans, reports, specifications, drawings, and other services rendered by the Professional shall become the sole property of the City. Copies of such shall be provided to the City in both paper and electronic copy in the quantity and specific format as requested by the City. The City's reuse of any of the documents provided by the Professional shall be at the City's sole risk and without liability to the Professional.

8. City Representative. The City will designate, prior to the commencement of the Task, its project representative who shall make, with the scope of his or her authority, all necessary and proper decisions with reference to the project. All requests for contract

interpretations, change orders, and other clarification or instruction shall be directed to the City Representative.

9. Project Drawings. Upon conclusion of the project and before final payment, the Professional shall provide the City with reproducible final approved drawings of the project and record drawings containing information on the project as constructed. Drawings shall be provided in electronic format in both PDF and ACAD.

10. Monthly Report. Commencing thirty (30) days after Notice to Proceed is given on any Task Order and every thirty days thereafter, Professional is required to provide the City Representative with a written report of the status of the services with respect to the Task Order, Work Schedule and other material information. Failure to provide any required monthly report may, at the option of the City and notice to Professional, suspend the processing of any partial payment request.

11. Independent Contractor. The services to be performed by Professional are those of an independent contractor and not of an employee of the City of Lockport. The City shall not be responsible for withholding any portion of Professional's compensation hereunder for the payment of FICA, Workers' Compensation, other taxes or benefits or for any other purpose.

12. Professional Services. It is understood that the City enters into this Agreement based on the abilities of the Professional and that this Agreement shall be considered as an Agreement for professional services. Accordingly, the Professional shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the City, which will not be unreasonably withheld.

13. Acceptance Not Waiver. The City's approval of drawings, designs, plans, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Professional of responsibility for the quality or technical accuracy of the

work. The City's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the City under this Agreement.

14. Cooperation with the Freedom of Information Act (FOIA). The City is required to comply with Illinois Freedom of Information Act (FOIA), 5 ILCS 140/1, *et seq.*, within five (5) business days of a record request. All contractors and professionals utilized by the City may be in possession of records covered by this Act and therefore shall provide the City with those records in the physical or digital format so requested upon request without any cost to the City and within the time frame of the Act. The City will review the records and not release any records deemed by the City as exempted under the Act unless so required by a court order or the Illinois Public Access Counselor. This provision shall survive the completion, expiration or termination of this Agreement.

15. Compliance with Laws and Regulations. Professional shall, at its own expense, comply with all requirements, regulations, statutes, and acts promulgated by federal, state, local, or other governmental authority applicable to the work under this Agreement, including all successors and amendments thereto that may be promulgated during performance of the services or task including, but not limited to those requirements, regulations, statutes, and acts related to safety, equal employment opportunity, wage and hours including prevailing wage laws, environment, and hazardous/toxic material. Professional, as part of Professional's compliance, shall make itself aware of, and readily comply with, any notification and/or reporting requirements of these regulations, statutes, acts and the associated penalties and deductions for failure to comply therewith. Professional shall be responsible for similar compliance by the Professional's sub-consultants and subcontractors utilized in performance of the services or task called for under this Agreement. Professional shall promptly cure, pay, remedy, or otherwise cause to

be removed any violation, citation, fine, penalty, or claim by any governmental entity due to the failure Professional, or anyone working under it, to so comply. Professional including its agents, employees, and successors, shall comply with the Illinois Prohibition on Sexual Harassment as prescribed in 5 ILCS 430/5-65 and as so amended, regardless whether an employment relationship exists including, but not limited to conduct to City's employees or agents.

16. Indemnification. In addition to the general commercial general liability insurance required by this Agreement and to the greatest extent permitted by law, Professional shall defend, indemnify and hold the City of Lockport and its employees and agents harmless from any loss, damage, injury, assessment, penalty, fine, forfeiture, or claim to, against the Professional and/or the City, which results directly from the breach or failure by Professional, save and except the sole negligence or willful misconduct of the City. This provision shall survive the completion, expiration or termination of this Agreement.

17. Damages. Failure of Professional, or anyone working under it, to comply with the applicable requirements, regulations, statutes, or acts, as described in paragraph 15, shall constitute a material breach of this Agreement by Professional, and the City may in its discretion exercise all of the rights and remedies provided by law or under the terms of this Agreement, including, but not limited to, withholding of payment to the Professional that the City reasonably believes it may be damaged by reason of such breach. City will notify the Professional of the claimed breach and unpaid portion amount. Failure to pay such portion of a bill or invoice within the timeframes as specified in this Agreement shall be deemed as a rejection and disapproval of the unpaid portion.

18. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

19. Remedies. In the event a party has been declared in default, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail himself or any other remedy at law or equity.

20. Binding Effect. This writing, together with the exhibits hereto, constitutes the entire Agreement between the parties and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.

21. Law/Severability. The laws of the State of Illinois shall govern the construction, interpretation, execution and enforcement of this Agreement. The Parties agree that any court action on any dispute arising from the construction, interpretation, execution and enforcement of this Agreement shall be commenced in the Circuit Court of Will County, Illinois. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

22. Prevailing Wage Act. To the extent that this Agreement calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act") and to the extent professional services provided by the Professional are subject to the Act, the Professional shall comply with the provisions of the Act. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing

rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

23. Force Majeure. During the term of this Agreement, neither party shall be liable for delays or inability to perform if such delay is caused by an event beyond its control and without its fault or negligence, including: earthquakes, fires, floods, hurricanes, labor troubles/strikes, riots, imposition of laws or governmental orders, acts of war or terrorism, acts of God, sabotage, insurrection or rebellion, epidemics, or nuclear accidents, and the affected party shall be excused from performance during the occurrence of such events.

24. Standard of Care. The Professional shall perform the services provided herein this Agreement to the satisfaction of the City and with that degree of care, knowledge, skill, and diligence ordinarily exercised by reputable members of the same profession currently practicing under similar conditions with the State of Illinois. Professional shall perform such services pursuant to applicable published standards, including but not limited to those promulgated by the City, the Illinois Department of Transportation (IDOT), and/or the Federal Highway Administration (FHWA).

If within one year after the Professional has received a final payment under this Agreement, any of the work is found not to be in accordance with the requirements of this Agreement, the Professional shall correct it promptly after receipt of a written notice from the City to do so at no cost to the City. This remedy is in addition to any other remedies the

City may have under this Agreement or applicable law and shall survive the completion, expiration or termination of this Agreement.

25. Execution and Authorization: This Agreement may be exercised in any number of counterparts, each of which shall be deemed to be an original. The Professional's representatives who have executed this Agreement warrant that they are authorized to execute this Agreement on the Professional's behalf, and such signature are sufficient to legally bind the Professional. The City Mayor and the City Clerk warrant they have been lawfully authorized to execute the Agreement on behalf of the City.

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[SIGNATURES TO FOLLOW]

(Corporate Seal)

CITY OF LOCKPORT, an Illinois
Municipal Corporation

BY: _____
Steve Streit, Mayor

ATTEST:

Kathleen Gentile, City Clerk

ENGINEERING FIRM

BY: _____

(Corporate Seal)

ATTEST:

Secretary