

ORDINANCE 2020 - 012

AN ORDINANCE AUTHORIZING A CONSTRUCTION ADMINISTRATION PHASE AGREEMENT WITH CIORBA GROUP, INC.

WHEREAS, the Village of Buffalo is a home rule unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Village seeks to enter into a Construction Administration Agreement with Ciorba Group, Inc. for construction oversight of Chatham Lift Station Reconstruction,

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, as follows:

SECTION 1. The foregoing recitals are hereby adopted and incorporated and made a part of this Ordinance as if fully set forth herein.

SECTION 2. The Village Manager is authorized to enter into a Construction Administration Agreement with Ciorba Group, Inc. for construction oversight of Chatham Lift Station Reconstruction at a price not to exceed \$38,977.40.

SECTION 3. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage and approval and shall not be codified.

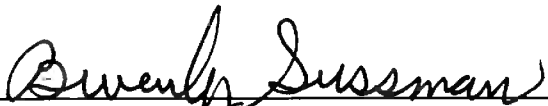
AYES: 6 - Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYES: 0 - None

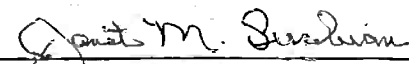
ABSENT: 0 - None

PASSED: February 18, 2020

APPROVED: February 18, 2020


Beverly Sussman, Village President

ATTEST:


Janet M. Sirabian, Village Clerk

Agreement for Engineering Services Village of Buffalo Grove Chatham Lift Station Reconstruction Construction Engineering Services

This AGREEMENT, made effective this 18TH day of FEBRUARY, 2020 by and between the VILLAGE of Buffalo Grove (hereinafter referred to as the "VILLAGE"), and Ciorba Group, Inc. located at 8725 W. Higgins Road, Suite 600 in Chicago, Illinois, a firm of Consultants (hereinafter referred to as "CIORBA"), with regard to providing **construction** engineering and other services in connection with the North Park Lift Station Rehabilitation (hereinafter referred to as the "PROJECT"). The PROJECT involves the reconstruction of the Chatham Lift Station, located at 739 Weidner Road which includes the selective demolition of existing station, construction of new wet well with duplex submersible pump system and control panel, associated electrical, instrumentation, and civil work, restoration, and other related incidental work.

NOW THEREFORE, the VILLAGE and CIORBA, in consideration of the mutual covenants hereinafter set forth, agree to as follows:

Basic Agreements of Ciorba

1. CIORBA, in signing this AGREEMENT, certifies that it is in compliance with the Illinois Statutes relating to professional registration of individuals and to corporate practice for rendering such services. CIORBA further certifies that 362525351 is its correct Federal Taxpayer Identification Number and that it is doing business as a corporation.
2. CIORBA does hereby certify that it is not barred from entering into this contract as a result of a violation of either Sec. 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4 of Chapter 38, Illinois Revised Statutes.
3. CIORBA warrants that it has complied with applicable Federal, State and local laws pertaining to labor, equal employment opportunity and contract procurement and knows of no violations thereof, and such warranty shall survive until time of completion of the project.
4. CIORBA agrees to perform certain enumerated services in connection with the PROJECT hereinafter stated as described in EXHIBIT A--SCOPE OF SERVICES. CIORBA will serve as the VILLAGE'S representative in those phases of the Project to which this Agreement applies and will give consultation and advice to the VILLAGE during the performance of its services.
5. The work shall commence within five (5) days of receiving written authorization to proceed from the VILLAGE. Services shall be completed in accordance with the PROJECT SCHEDULE shown as EXHIBIT B. Time to complete the services excludes from consideration periods of delay caused by circumstances beyond the control of CIORBA and, if applicable, review time by any necessary State and Federal agencies.

6. CIORBA agrees to maintain insurance coverage in the following minimum amounts:

Professional Liability	\$2,000,000 per claim/aggregate
General Liability	\$1,000,000 Each Occurrence - Bodily Injury \$1,000,000 Each Occurrence - Property Damage \$2,000,000 Aggregate
Automotive Liability - including non-ownership and hired car coverage	\$1,000,000 Per Person/Per Occurrence
Employer's Liability	\$500,000 Each
Worker's Compensation	Per Statutory Amount

CIORBA shall file with the VILLAGE a Certificate of Insurance showing complete coverage of all insurance required, signed by the insurance companies or their authorized agents. Each certificate shall provide that the coverage shall not be terminated without 30 days advance written notice to the VILLAGE except for 10 days notice for cancellation due to non-payment. CIORBA shall name the VILLAGE as an additional insured for general liability and automotive liability for limits stated above. ENGINEER shall require all subcontractors and subconsultants to carry insurance in the amounts stated above.

7. As per Exhibit A, CIORBA will attend conferences and will visit the site of the work at any reasonable time when requested to do so by the VILLAGE.
8. All construction documentation to be furnished by CIORBA, pursuant to this AGREEMENT, will be in accordance with the current standard specifications and policies of the VILLAGE. It is understood that all such documentation shall, before being finally accepted, be subject to the approval of the VILLAGE.
9. CIORBA shall perform its services consistent with the prevailing practices and customs of like firms performing similar services. CIORBA shall be responsible for the accuracy of its own services and shall promptly make necessary revisions or corrections resulting from its errors or negligent acts without additional compensation for such services. Acceptance of the Work by the VILLAGE will not relieve CIORBA of the responsibility for subsequent corrections of any such errors or omissions or for clarification of any ambiguities.

Basic Agreements of The VILLAGE

1. The VILLAGE'S representative for this project shall be the Director of Public Works or his authorized designee. CIORBA'S designated representative shall be Luke Mattson. Such representatives shall have authority to act on behalf of their respective principals and render decisions efficiently. Either party may change its designated representative by a writing sent to the other.
2. The VILLAGE will pay CIORBA for the performance of the contract as follows:
 - a. On a monthly basis upon receipt of an invoice based on the actual cost of work completed. "Actual Cost" is defined as the direct labor costs associated with the personnel used for the

work times a direct labor multiplier of 2.9 to cover profit, overhead, payroll burden and fringe benefits plus direct costs. Direct costs are travel, printing and other out-of-pocket expenses. Direct costs will be reimbursed to CIORBA at their cost with no additional service charge. If the VILLAGE identifies an item in the invoice which appears to be in error, the VILLAGE may withhold the amount in question but shall pay the balance of the invoiced amount and provide the CIORBA with a statement concerning the questioned item. Alternatively, the VILLAGE may pay the full amount of the invoice, provide a statement of the questioned item, and adjustment, if appropriate, will be made in the next subsequent invoice submitted by CIORBA, all pending further discussion between the parties. Direct labor costs for employees shall be consistent with the hourly rate ranges shown on the attached EXHIBIT C.

- b. The upper limit of compensation shall not exceed \$ 38,977.40 and is detailed in EXHIBIT C - COST ESTIMATE OF CONSULTANT SERVICES, ESTIMATED STAFF HOURS, IN-HOUSE DIRECT COSTS and SERVICES BY OTHERS forms.
 - c. The upper limit of compensation may be increased or decreased by subsequent agreement between the contractual and approving parties in writing with signatures by both the VILLAGE and CIORBA if there is a major change in the scope, character or complexity of the work.
3. The VILLAGE agrees to furnish CIORBA with all available plans, utility atlases and survey data useful to the work to be done by CIORBA. CIORBA shall have the right to rely on the accuracy of any information provided by the VILLAGE or VILLAGE consultants. CIORBA shall not be responsible for the acts or omissions of the VILLAGE's other consultants, or any other person or entity performing work on the PROJECT who are not under the direct control or authority of CIORBA.
 4. The VILLAGE agrees that, should the VILLAGE require Extra Work, the VILLAGE will pay CIORBA for such Extra Work on the basis of his actual costs - "actual cost" being defined in paragraph 2.a. of the BASIC AGREEMENTS OF THE VILLAGE. Extra Work is defined as any engineering services required beyond the Scope of Services listed in paragraph 5 of the BASIC AGREEMENTS OF CIORBA. The maximum compensation for Extra Work shall be an amount mutually agreed to by the VILLAGE and CIORBA. Extra Work shall not commence until written authorization is received from the VILLAGE. Notwithstanding the foregoing, should CIORBA receive subpoenas or be subject to court orders arising from the Work, CIORBA shall upon notice to the VILLAGE be compensated for compliance with said subpoenas or orders by VILLAGE at CIORBA'S then prevailing hourly rates.

General Conditions

1. This contract shall constitute the entire agreement and understanding by and between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless done so in writing with signatures by both the VILLAGE and CIORBA.
2. The VILLAGE and CIORBA 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. 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. Both VILLAGE and CIORBA agree that neither shall take any action to assert any claims or lawsuits against an individual officer, employee, agent, owners of the other. This AGREEMENT shall not be construed as giving any rights or benefits hereunder to anyone other than the VILLAGE and CIORBA. No third-party beneficiaries are created by this AGREEMENT.
3. Copies of construction records and other documents prepared by CIORBA in accordance with this AGREEMENT shall upon request be delivered to the VILLAGE per Exhibit A.

4. That none of the services to be furnished by CIORBA, other than those shown in EXHIBIT A, shall be sublet, assigned, or transferred to any other party or parties without written consent of the VILLAGE. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by CIORBA shall not be construed to relieve CIORBA of the responsibility for the fulfillment of this AGREEMENT.
5. CIORBA assumes no responsibility for the detection or removal of any hazardous substances found at the job site.
6. CIORBA shall have right of access to the project site whenever work is in progress.
7. Any difference between CIORBA and the VILLAGE concerning their interpretation of the provisions of this AGREEMENT shall, before any litigation is commenced, be referred to a mediation committee as a condition precedent to litigation. The committee shall consist of one member appointed by CIORBA, one member appointed by the VILLAGE and a third member appointed by the two other members.
8. This AGREEMENT may be terminated by the VILLAGE upon giving notice in writing to CIORBA at his last known post office address. Upon such termination, CIORBA shall cause to be delivered to the VILLAGE all construction records and documents with the understanding that all such material becomes the property of the VILLAGE subject to CIORBA retaining all intellectual property rights including common law, statutory, copyright, and other reserved rights in the instruments of service.
9. The VILLAGE agrees that, should the Project or any part thereof be abandoned or terminated at any time after CIORBA has performed any part of the services provided for in this AGREEMENT; and prior to the completion of such services, the VILLAGE shall reimburse CIORBA for his actual costs, incurred up to the time he is notified in writing of such abandonment or termination, actual cost being defined in paragraph 5 under "BASIC AGREEMENTS OF THE VILLAGE".
10. In accepting and utilizing any drawings, reports, documentation and other technical submissions (in any form including electronic media) generated and furnished by CIORBA, the VILLAGE agrees that these are all instruments of service of CIORBA, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The VILLAGE agrees not to reuse any drawings, reports, documentation and other technical submissions (in any form including electronic media), in whole or in part, for any purpose other than for the Project. The VILLAGE agrees not to transfer the drawings, reports, documentation and other technical submissions (in any form including electronic media) to others without the prior written consent of CIORBA. The VILLAGE further agrees to waive all claims against CIORBA resulting in any way from any unauthorized changes to or reuse of any drawings, reports, documentation and other technical submissions (in any form including electronic media) for any other project by anyone other than CIORBA.

In addition, the VILLAGE agrees, to the fullest extent permitted by law, to indemnify and hold harmless CIORBA, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than CIORBA or from any unauthorized reuse of any drawings, reports, documentation and other technical submissions (in any form including electronic media) without the prior written consent of CIORBA.

Under no circumstances shall delivery of any drawings, reports, documentation and other technical submissions (in any form including electronic media) for use by the VILLAGE be deemed a sale by CIORBA, and CIORBA makes no warranties, either express or implied, of merchantability and fitness

for any particular purpose. In no event shall CIORBA be liable for indirect or consequential damages as a result of the VILLAGE's reuse of the any drawings, reports, documentation and other technical submissions (in any form including electronic media).

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party, including any contractors, subcontractors, design professionals, or subsequent users.

11. Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. Ciorba shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and Ciorba shall have no obligations to correct errors or maintain electronic files.

The VILLAGE is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by CIORBA and electronic files, the signed or sealed hard-copy construction documents shall govern.

12. This AGREEMENT and the enforcement therefore shall be governed, construed and controlled in all respect by the laws of the state where the Project is located.
13. CIORBA shall not be liable for delays due to force majeure or any other delays beyond its control.
14. CIORBA is not responsible for job site safety or construction means and methods. Job site safety and construction means and methods are the responsibility of the contractor. CIORBA has no stop work authority.
15. CIORBA shall have the authority, but not the responsibility, to reject nonconforming work.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the date first above written.

Executed by the:

VILLAGE of Buffalo Grove of the State of Illinois, acting by and through its VILLAGE Council.

By: Beverly Sussman
VILLAGE President

Name: Beverly Sussman

Date: 2/20/2020

ATTEST: Janet M. Sirabian
VILLAGE Clerk

Name: Janet M. Sirabian

Date: 2/20/2020

Ciorba Group, Inc.
By: Gerald W. Hermsen

Name: Gerald W. Hermsen

Title: CEO

Date: 2/7/2020

ATTEST: M. Anthony Wolff

Name: M. Anthony Wolff

Title: Vice President - Water Resources

Date: 2-7-2020

EXHIBIT A – SCOPE OF SERVICES

Summary of Personnel / General Inspection Approach

Luke Mattson, PE, will serve as the Resident Engineer (RE). Submittal review, design changes, contractor RFIs, pay application review, and client coordination will be handled by the RE. Luke will support the **part time Resident Project Representative (RPR)**, Adam Harn. Adam will provide an on-site presence to review conformance with the design.

Preconstruction Conference

The RE and RPR will attend the preconstruction meeting along with Village Public Works staff; Contractor and his subcontractors; other representatives as required. Meeting topics include progress schedule, construction staging, material and equipment storage, demolition techniques, equipment submittals, traffic control, subcontractor roles, and submittal for payment. The RE, RPR, and the Contractor's 24-hour emergency numbers will also be made available to participants. The RE will prepare meeting minutes and distribute them to all participants.

Shop Drawing Review

Ciorba will provide review services for information and data submitted by the Contractor for materials and equipment. Ciorba will log, stamp, and track all submittals received, and identify outstanding submittals. All submittals will be reviewed for compliance with the intent of the Contract documents. Submittal mark-ups and review letters will be generated for each submittal in a timely manner and e-mailed to the contractor with copies to the Village. Ciorba will notify the Village of any substitutions, deficiencies, or changes in the submitted materials when compared to the contract documents. An assessment of any deviations will be made by Ciorba and presented to the Village with a request for acceptance or denial. Ciorba will advise the Village of any disapprovals in submittals due to non-conformance with the intent of the specifications.

Construction Observation and Documentation

It is intended that Ciorba Group will have a **part-time RPR** dedicated to the project, supported by the RE. Lead time will be required for project components such as the new pumps, and control panels. Although a full construction period of 7 months is anticipated for the station, it has been estimated that actual full-time site days will be closer to 2 months once the equipment is delivered. Survey crew members will also be available to complete any necessary survey work tasks. The RE will be on site weekly but will be the leading inspector for milestone inspections, including the start-up inspection when the pumps, generator, controls, and power failure scenarios are reviewed.

Construction will be monitored for conformance with the contract documents and Village requirements. If there are any unforeseen conditions or issues that develop, Ciorba's design engineers will be available to provide options to the Village to mitigate costly delays. Inspector Daily Reports will be completed on Ciorba standard forms. Ciorba will also maintain a diary describing the work accomplished each day and will document all work with photographs. Weekly progress reports will be prepared and provided to the Contractor and the Village. Monthly pay estimates will be prepared and submitted to the Village for review and processing.

Other duties for the RE and RPR will be to continue public stakeholder involvement by addressing any concerns or issues of the residents. At minimum, this will consist of answering phone calls, discussing items on site, receiving and sending e-mails, and following up communication. Issues will be resolved in a timely manner as determined by the Village and situational needs.

As an on-site extension of the Village, Ciorba will maintain close communication with the Village's designated representative. This will be accomplished by as-needed daily communication and progress meetings chaired by Ciorba every other week once the contractor is mobilized. Invitees to the weekly meeting will include the Village's designated representative, other Village staff such as Public Works personnel, the Contractor and his subcontractors, and the country club (as needed). Meetings will be held on-site.

Project Closeout

Ciorba will maintain a punch list of construction items that require correction before final acceptance. The site will be inspected for completion of punch list items and the Contractor will be notified of any incomplete items. After the punch list is completed, site inspections will be conducted by Ciorba with the Village and the Contractor.

Draft Operation and Maintenance manuals and warranties will be reviewed by the RE for completeness, with comments provided for the contractor based on this review. Final version will be received by Ciorba Group and transferred to the Village.

Final documentation papers for project will be prepared for acceptance by the Village. This includes all material certifications and testing results, final quantity measurements, balancing change orders and final pay estimates. As construction proceeds, any modifications to the plans will be field measured and documented in the final construction record drawings. The two sets of final construction record drawings will be provided to the Village as a hard copy in the form of a red-lined field set.

EXHIBIT B - PROJECT SCHEDULE

We understand the project construction schedule to be based on Phase II bid documents, input from the Village, and previous experience on similar project in the Village of Buffalo Grove.

TASK NAME	START	FINISH
CONSTRUCTION INSPECTION	2/18/2020	11/21/2020
Construction Engineering Notice to Proceed	2/18/2020	
Construction Bid Opening	2/27/2020	
Construction Notice to Proceed	3/30/2020	
Preconstruction Meeting	4/13/2020	
Shop Drawing Reviews (8 weeks)	4/27/2020	6/19/2020
Pump / Panel Fabrication & Delivery (14 weeks)	6/22/2020	9/25/2020
Estimated Contractor Mobilization	9/14/2020	
Substantial Completion	10/26/2020	
Final Completion	11/10/2020	

EXHIBIT C - COST ESTIMATE OF CONSULTANT SERVICES

Ciorba Group proposes the following fees to complete the Chatham Lift Station Phase III Construction Engineering Services:

North Park Lift Station	Fee
Startup and Preconstruction Meeting	1,737.10
Shop Drawing Review	6,890.40
Part Time Construction Observation and Closeout	28,437.40
Direct Costs	1,912.50
Sanitary Sewer Engineering Subtotal:	\$38,977.40

The tables on the following pages provide detailed staff hour and direct cost estimates as well as current staff hourly rates.

This estimate is based upon an assumed 8 weeks of construction activities on the site.



**Cost Estimate of
Consultant Services**
(Direct Labor Multiple)

Firm Ciorba Group, Inc
 Client Village of Buffalo Grove
 County Cook
 Job No. _____

Date 01/29/20

ITEM	MANHOURS (A)	PAYROLL (B)	(2.9*R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	TOTAL (C+D+E)	% OF GRAND TOTAL
Construction Engineering / Phase III Assis. Project Management & Administration	262	\$ 12,157.00	\$ 35,255.30	\$ 1,912.50		\$ 37,167.80	95.36%
	8	\$ 624.00	\$ 1,809.60			\$ 1,809.60	4.64%
TOTALS	270	\$ 12,781.00	\$ 37,064.90	\$ 1,912.50		\$ 38,977.40	100.00%

WORK BREAKDOWN STRUCTURE

Village of Buffalo Grove

Chatham LS - Phase III

Task Sub-Task	Activity	Grand Total	Construction Manager	Resident Engineer	Resident Project Representative
		270	8	104	158
5.	Construction Engineering / Phase III Assis.	Task Total:	262	104	158
080	Construction Startup	Subtotal:	8		8
	Review Plans, Specifications and Contract Documents	4			4
	Set Up Project Documentation	4			4
081	Pre-Construction Conference	Subtotal:	6	4	2
	Attendance	4		2	2
	Meeting Minutes	2		2	
083	Construction Observation / Documentation	Subtotal:	200	60	140
	Resident Project Representative (35 days x 4 hrs/day)	140			140
	Resident Engineer (20 days x 2 hrs/day)	40		40	
	Construction Revisions / Start-Up / Close Out	20		20	
085	Construction Record Drawings	Subtotal:	12	4	8
	Plan Sheets	12		4	8
086	Shop Drawing Review / Catalog Cut Review	Subtotal:	36	36	
	Utilities	36		36	
7.	Project Management & Administration	Task Total:	8	8	
100	Project Management & Administration	Subtotal:	8	8	
	Project Administration	4	4		
	Project Management	4	4		

IN-HOUSE DIRECT COSTS
Village of Buffalo Grove
Chatham LS - Phase III
PHASE III

Construction Engineering / Phase III Assis.

Description	Unit	Unit Cost	Quantity	Extended Cost
Vehicle (mileage)	mile	\$ 0.58	500	\$ 287.50
Vehicle (day)	day	\$ 65.00	25.0	\$ 1,625.00
Total:				\$ <u>1,912.50</u>