

RESOLUTION NO. 24-R-12

A RESOLUTION TO AWARD A PROFESSIONAL ENGINEERING CONTRACT FOR FULL-TIME CONSTRUCTION OBSERVATION AND RELATED ENGINEERING SERVICES FOR THE VERMONT STREET AND DAVIS COURT WATER MAIN PROJECT- NOT TO EXCEED THE AMOUNT OF \$133,384

WHEREAS, the City of Rolling Meadows (“City”) is responsible for maintaining and improving the public water infrastructure within the City’s jurisdiction; and

WHEREAS, the City Manager can make non-substantial changes to the draft professional services contract administratively; and

WHEREAS, the Vermont Street and Davis Court water main project aims to complete the North Countryside area with a new water main, due to the age, material, and number of breaks on the old water main;

WHEREAS, the City of Rolling Meadows, recommends using Ciorba Group, to conduct the full-time engineering observation; and

WHEREAS, Ciorba Group completed design engineering for the Vermont Street and Davis Court watermain installation; and

WHEREAS, the work associated with this project will not exceed \$133,384, with funding coming from account #2070.5030.54610.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF ROLLING MEADOWS, ILLINOIS, as follows;

Section 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as set forth in Section 1.

Section 2. Approval. The Mayor and City Council hereby authorize the City Manager to enter into agreements and other necessary documents with Ciorba Group in a not-to-exceed amount of \$133,384 to complete the construction engineering for the Vermont Street and Davis Court Watermain Improvement Project.

Section 3. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

AYES: Reyez, Koehler, Budmats, O’Brien, Vinezeano, Boucher

NAYS: 0

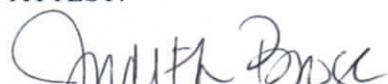
ABSENT: McHale

Passed and approved this 13th day of February, 2024.



Lara Sanoica, Mayor

ATTEST:



Judith Brose, Deputy City Clerk

AGREEMENT
between
THE CITY OF ROLLING MEADOWS, ILLINOIS
and
Ciorba Group
for the furnishing of
PROFESSIONAL SERVICES
for
Vermont Water Main Construction Engineering

THIS AGREEMENT made and entered into by and between the CITY OF ROLLING MEADOWS, ILLINOIS, hereinafter referred to as the "CITY," and Ciorba Group hereinafter referred to as the "CONSULTANT," has been prepared and executed to provide for Engineering services for The City of Rolling Meadows, hereinafter referred to as the "PROJECT".

This agreement is hereinafter referred to as the "AGREEMENT". The work associated with this AGREEMENT is as described below as Consulting Services.

In consideration of these premises and of the mutual covenants herein set forth, the

A. THE CONSULTANT AGREES:

1. The CONSULTANT shall serve as the CITY'S professional Engineering consultant in those phases of the PROJECT to which this AGREEMENT applies and shall perform the consulting services [*described in its proposal dated January 24, 2024, entitled "Proposal for Construction Engineering Services Vermont Davis Watermain Replacement-CE Services", attached hereto as Exhibit A and made a part hereof ("Consulting Services")*] OR planning and leading of a preconstruction meeting with the Contractor, City, and other invited parties; Shop drawing review of submittals provided by the Contractor as outlined in the Contract Documents; Full-time construction observation and documentation; Preparation of punch-list and coordination with the Contractor; Completion of Construction Record Drawings.

2. Additional services beyond the scope of the Consulting Services above-described, requested in writing by the CITY, shall be performed by the CONSULTANT in accordance with the price as agreed upon in writing between the CITY and CONSULTANT, and approved by the CITY.

3. The CONSULTANT will perform Consulting Services under this AGREEMENT in accordance with generally accepted and currently recognized practices and principles and in a manner consistent with that level of care and skill ordinarily exercised by members of its profession.

4. The CONSULTANT shall procure and maintain for the duration of its AGREEMENT, and for three years thereafter, insurance against errors and omissions and claims for injuries to its employees which may arise from, or are in conjunction with, the performance of the work hereunder by the CONSULTANT, its agents, representatives, employees, or subcontractors.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);
- (2) Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

b. Minimum Limits of Insurance

The CONSULTANT shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be \$2,000,000 per project.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$2,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Workers' Compensation and Employers' Liability: Workers' Compensation insurance of \$1,000,000, and Employers' Liability limits of \$500,000 per accident.
- (5) Umbrella Liability: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum Aggregate shall be no less than \$5,000,000 per person, per aggregate.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officials, employees and volunteers; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

d. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

(1) General Liability and Automobile Liability Coverages

- (a)** The CITY, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officials, employees, and volunteers.
- (b)** The CONSULTANT'S insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the CITY, its officials, agents, employees, and volunteers shall be in excess of the CONSULTANT'S insurance and shall not contribute with it.
- (c)** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officials, agents, employees, and volunteers.
- (d)** The CONSULTANT'S insurance shall contain a severability of interests' clause or language stating that the CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Workers' Compensation Coverage

The insurer shall waive all rights of subrogation against the CITY, its officials, employees, agents and volunteers for losses arising from work performed by CONSULTANT for the CITY.

(3) All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

e. Acceptability of Insurers

The insurance carrier used by the CONSULTANT shall have a minimum insurance rating of A+ according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. Verification of Coverage

The CONSULTANT shall furnish the CITY with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the CITY before any work commences. The CITY reserves the right to request full certified copies of the insurance policies.

5. To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the CITY, its officials, employees and volunteers against injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the CITY, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent acts, errors or omissions or willful misconduct of the services by the CONSULTANT, its employees, or subcontractors, or which may in any way result therefor, except that arising out of the negligence or willful act of the CITY, its officials, employees and volunteers. The CONSULTANT shall, at its own expense, appear, defend and pay all reasonable charges of attorneys and all reasonable costs and other expenses arising therefore or incurred in conjunction therewith, and, if any judgment shall be rendered against the CITY, its officials, agents, employees and volunteers, in any such action, the CONSULTANT shall, at its own expense, satisfy and discharge the same. Nothing contained herein shall be

construed as prohibiting the CITY, its officials, employees and volunteers from defending, through the selection and use of their own agents, attorneys and experts, any injuries, deaths, loss, damages, claims, suits, liabilities, and judgments brought against them. The CITY'S participation in its defense shall not remove the CONSULTANT'S duty to indemnify, defend and hold harmless the CITY as set forth herein.

6. Any insurance policies required by this AGREEMENT, or otherwise provided by the CONSULTANT, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY, its officials, agents, employees and volunteers and herein provided.

7. The CONSULTANT represents and warrants to the CITY that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The CONSULTANT further represents and warrants to the CITY that the CONSULTANT and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this AGREEMENT on behalf of any person or entity named as a Specially Designated National and Blocked Person. The CONSULTANT hereby agrees to defend, indemnify and hold harmless the CITY, the corporate authorities, and all CITY elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

8. The CONSULTANT will comply with all applicable federal and Illinois statutes, and local ordinances of the CITY and shall operate within and uphold the ordinances, rules and regulations of the CITY while engaged in Consulting Services herein described.

9. The CITY reserves the right by written change order or amendment to make changes in requirements, amount of work, or Consulting time schedule adjustments, and the CONSULTANT and CITY shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.

10. The CITY may, at any time, by written order to the CONSULTANT (Suspension of Services Order) require the CONSULTANT to stop all, or any part, of the Consulting Services required by this AGREEMENT. Upon receipt of such an order, the CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The CITY, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the Consulting Services upon expiration of the Suspension of Services Order. The CONSULTANT will not be obligated to provide

the same personnel employed prior to suspension, when the Consulting Services are resumed, in the event that the period of suspension is greater than thirty (30) days.

11. This AGREEMENT may be terminated by the CITY, upon seven (7) days written notice to the CONSULTANT, at the address provided in Section C(4) below. Provided that, should this AGREEMENT be terminated by the CITY, the CONSULTANT shall be paid for any Consulting Services completed and any Consulting Services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the CITY. Within five (5) business days after notification and request, the CONSULTANT shall deliver to the successor CITY all property, books and effects of every description in its possession belonging to the CITY and pertaining to the PROJECT.

12. This AGREEMENT may be terminated by the CITY upon written notice to the CONSULTANT, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:

- a. If the CONSULTANT commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if the CONSULTANT takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;
- b. If a petition is filed against the CONSULTANT under any chapter of the Bankruptcy Code as now or hereinafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the CONSULTANT under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
- c. If the CONSULTANT makes a general assignment for the benefit of creditors;
- d. If a trustee, receiver, custodian or agent of the CONSULTANT is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the CONSULTANT is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of the CONSULTANT'S creditors;
- e. If the CONSULTANT admits in writing an inability to pay its debts generally as they become due.

13. Upon termination, the CONSULTANT shall deliver to the CITY, copies of partially completed plans, drawings, specifications, partial and completed estimates,

and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the CITY. In such case, the CONSULTANT shall be paid for all Consulting Services and any expense sustained, less all costs incurred by the CITY, to have the services performed which were to have been performed by the CONSULTANT.

14. The CONSULTANT is qualified technically and is conversant with the policies applicable to the performance of subject consultation and that sufficient, properly trained, and experienced personnel will be retained to perform the Consulting Services enumerated herein.

15. The CONSULTANT will maintain all books, documents, papers, accounting records, and other evidence pertaining to its costs incurred and relating to its performance of its Consulting Services and shall require its subcontractors to maintain all books, documents, papers, accounting records, and other evidence pertaining to their costs incurred and relating to their performance of their services under their subcontract in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and the Freedom of Information Act (5 ILCS 140/1 et seq.). The CONSULTANT shall maintain all books and records relating to the performance of its Consulting Services under the AGREEMENT and all subcontractors shall maintain books and records relating to their performance of work under their subcontract until written approval for the disposal of such records is obtained from the Local Records Commission has been obtained or for a period of three (3) years from the date of final payment under this AGREEMENT, whichever is longer. All books and records required to be maintained by the CONSULTANT and all subcontractors shall be available for review and audit by the CITY or representatives of the State of Illinois. The CONSULTANT and its subcontractors shall cooperate fully with the CITY or the State (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 et seq.), (b) with any request for public records made pursuant to any audit and (c) by providing full access to and copying of all relevant books and records at the CONSULTANT'S office at all reasonable times and within a time period which allows the CITY or the State to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 et seq.). Failure by the CONSULTANT or its subcontractor to maintain the books, records, and supporting documents required by this section or the failure by the CONSULTANT or its subcontractor to provide full access to and copying of all relevant books and records within a time period which allows the CITY to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 et seq.) shall establish a presumption in favor of the CITY for the recovery of any funds paid by the CITY under the AGREEMENT for which adequate books and records are not available or for the recovery for any penalties or attorneys' fees imposed by the Freedom of Information Act (5 ILCS 140/1 et seq.). The CONSULTANT shall include the requirements of this section in all subcontracts. The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by the AGREEMENT.

16. The CONSULTANT warrants that CONSULTANT has not employed or retained any company or person, other than an employee working solely for the CONSULTANT, to secure this AGREEMENT, and that the CONSULTANT has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. If CONSULTANT breaches this obligation, the CITY shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

17. The CONSULTANT, during the period commencing upon the execution of this AGREEMENT and concluding one (1) year following the completion of the PROJECT, shall not accept employment from any developer developing land within the CITY or any contractor, subcontractor or material supplier performing work or supplying material to the CITY without the express written consent of the CITY.

18. This AGREEMENT shall be deemed to be exclusive between the CITY and the CONSULTANT. This AGREEMENT shall not be assigned by the CONSULTANT without first obtaining permission in writing from the CITY.

19. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the CONSULTANT relating in any manner to the work performed by the CONSULTANT or by anyone else and used by the CONSULTANT in performance of the services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

20. The CONSULTANT hereby assigns to the CITY and its successors and assigns all of its right, title, interest and ownership in the PROJECT deliverables, including, but not limited to, copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The CONSULTANT grants permission to the CITY to register the copyright and other rights in the Work in the CITY'S name for use on the PROJECT. The CONSULTANT shall give the CITY, or any other person designated by the CITY all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the CITY requests from time to time to further confirm this assignment. The CONSULTANT further grants to the CITY full and complete ownership of the PROJECT deliverables. The CONSULTANT shall not use the PROJECT deliverables for the benefit of anyone other than the CITY, without the CITY'S prior written permission. Upon completion of the Work or other termination of this AGREEMENT the CONSULTANT shall deliver to the CITY all copies of PROJECT deliverables relating or pertaining to this AGREEMENT.

21. The CONSULTANT will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the CITY except as expressly authorized by the CITY. The CONSULTANT shall treat such information at all times as confidential. The CONSULTANT acknowledges that each of the following can contain confidential information of the CITY and that the disclosure of any of the following by the CONSULTANT without the CITY'S express authorization would be harmful and damaging to the CITY'S interests:

- a.** Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases and which are not otherwise known to the public.
- b.** All information relating to the Consulting Services being performed by the CONSULTANT under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.
- c.** Ideas, concepts, designs and plans which are specifically involved with the Consulting Services being performed by the CONSULTANT under this AGREEMENT which are created, designed, enhanced by the CONSULTANT and which are not otherwise known to the public.
- d.** Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through CONSULTANT'S wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

22. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the CITY'S business, services, programs, software or residents, whether prepared by the CONSULTANT or anyone else, are the exclusive property of the CITY. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the CITY (as defined above) are the exclusive property of the CITY. The CONSULTANT shall immediately return said items to the CITY upon

termination of the CONSULTANT’S engagement or earlier at the CITY’S request at any time.

23. In the event of breach of the confidentiality provisions of this AGREEMENT, it shall be conclusively presumed that irreparable injury would result to the CITY and there would be no adequate remedy at law. The CITY shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this AGREEMENT. The CITY is entitled to damages for any breach of the injunction, including, but not limited to, compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this AGREEMENT survive the termination or performance of this AGREEMENT.

24. The CONSULTANT will comply with all laws, codes, ordinances and regulations which are in effect as of the date of this AGREEMENT.

25. Time is hereby declared to be of the essence of this AGREEMENT. The CONSULTANT shall commence work within 14 calendar days after receiving the Notice to Proceed or in the absence of a Notice to Proceed, 14 calendar days following the execution of this AGREEMENT.

The Consultant shall complete the Consulting Services according to the schedule, as follows:

TASK	Start	Complete
VERMONT-DAVIS WATERMAIN REPLACEMENT		
Plan Review/Documentation Setup/Pre-Con Meeting	2/12/2024	2/20/2024
Contractor Mobilization-Estimated	3/4/2024	3/5/2024
Construction Inspection	3/4/2024	6/1/2024
Restoration/Punch List for Final Completion	6/1/2024	6/15/2024
Final Pay Estimate/Closeout and Job Box Turn In	6/15/2024	7/1/2024

B. THE CITY AGREES:

1. The CITY shall pay the CONSULTANT, for the Consulting Services above described, a fee not to exceed One hundred thirty-three thousand three hundred and eighty-four (\$133,384.00) Dollars.

2. The CONSULTANT shall indicate to the CITY the information needed for rendering of the Consulting Services of this AGREEMENT. The CITY shall provide to the CONSULTANT such information as is available to the CITY and the CITY’S consultants and contractors, and the CONSULTANT shall be entitled to rely upon the accuracy and completeness thereof.

3. Payment of CONSULTANT'S Fee. The CITY, for and in consideration of the rendering of the Consulting Services enumerated herein shall pay to the CONSULTANT for rendering such Consulting Services the fee hereinbefore established in the following manner:

- a. Upon receipt of monthly statements from the CONSULTANT and the approval thereof by the CITY, payments for the work performed shall be due and payable to the CONSULTANT within thirty (30) days after approval by the CITY.
- b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

C. IT IS MUTUALLY AGREED:

1. The CONSULTANT is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The CONSULTANT shall not be considered to be the agent of the CITY. Nothing contained in this AGREEMENT shall create a contractual relationship with a cause of action in favor of a third party against either the CITY or CONSULTANT.

2. Each party to this AGREEMENT shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the PROJECT. The persons designated shall review and respond promptly to all communications received from the other party.

3. Each party to this AGREEMENT shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the PROJECT. The persons designated shall review and respond promptly to all communications received from the other party.

4. Written notices between the CITY and the CONSULTANT shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:

- a. If to the CITY:

CITY OF ROLLING MEADOWS
3600 Kirchoff Road
Rolling Meadows, Illinois 60008
Attn: City Manager
cc: Director of Community Development

- b. If to the CONSULTANT:
Ciorba Group
8725 W Higgins Road
Suite 600
Chicago, IL 60631
Attn: Luke Mattson
- c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

5. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the CITY and the CONSULTANT.

6. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.

7. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.

8. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby; and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.

9. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this AGREEMENT shall be so brought in the Circuit Court of Cook County, State of Illinois.

10. This AGREEMENT may be signed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

11. This AGREEMENT shall become effective only after an appropriation therefor has been made. The term of this AGREEMENT shall be for one year following the effective date of the appropriation.

D. CERTIFICATION OF CONSULTANT

1. The CONSULTANT certifies that the CONSULTANT, its shareholders holding more than five percent (5%) of the outstanding shares of the CONSULTANT, its officers and directors are:
 - a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
 - b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
 - c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
 - d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
 - e. in compliance with equal employment opportunities and that during the performance of the AGREEMENT, the CONSULTANT shall:
 - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit, and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

- (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the CONSULTANT'S obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the CONSULTANT in its efforts to comply with such Act and Rules and Regulations, the CONSULTANT will promptly so notify the Illinois Department of Human Rights; and the CITY and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis or race, creed, color, or national origin because of habit, local custom, or otherwise.
- (8) CONSULTANT (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in

compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that CONSULTANT will retain such certifications in its files.

- (9) In the event of the CONSULTANT'S non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the CONSULTANT may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
- g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the CONSULTANT may be declared ineligible for future contracts with the CITY, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- h. in compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:

 - (1) Publishing a statement:

 - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the CONSULTANT'S workplace.
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:

- (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (2) Establishing a drug-free awareness program to inform employees about:
- (a) the dangers of drug abuse in the workplace; and
 - (b) the CONSULTANT'S policy of maintaining a drug-free workplace; and
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
- (3) Making it a requirement to give a copy of the statement required by subparagraph D.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.
- (4) Notifying the CITY within ten (10) days after receiving notice under Subparagraph D.1.h.(1)(c)(ii) from any employee or otherwise receiving actual notice of such conviction.
- (5) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

i in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*), is a party to a

collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

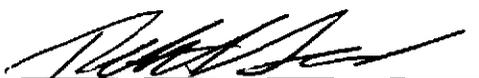
- j. not a CITY official, spouse or dependent child of a CITY official, agent on behalf of any CITY official or trust in which a CITY official, the spouse or dependent child of a CITY official.
- k. not having solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the CONSULTANT.
- l. not having given to any officer or employee of the CITY any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer.
- m. the CONSULTANT acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this AGREEMENT are considered a public record of the CITY; and therefore, the CONSULTANT shall review its records and promptly produce to the CITY any records in the CONSULTANT'S possession which the CITY requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the CONSULTANT shall produce to the CITY such records within three (3) business days of a request for such records from the CITY at no additional cost to the CITY.

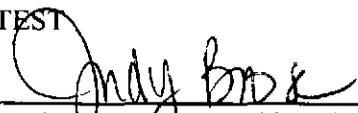
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed, by their duly authorized officers as of the dates below indicated.

Executed by the CITY, this 16TH day of FEBRUARY, 2024.

CITY OF ROLLING MEADOWS
3600 Kirchoff Road
Rolling Meadows, Illinois 60008

By 
Rob Sabo, City Manager

ATTEST
By 
Judy Brose, Deputy City Clerk

Executed by the CONSULTANT, this ____ day of _____, 20__.

By _____

EXHIBIT A
Proposal for Construction Engineering Services
Dated: January 24, 2024
Prepared by Ciorba Group

January 24, 2024

Mr. Aaron Grosskopf
Director of Public Works
City of Rolling Meadows
3900 Berdnick Street
Rolling Meadows, Illinois 60008

**Subject: Proposal for Construction Engineering Services
Vermont Davis Watermain Replacement-CE Services**

Dear Mr. Grosskopf,

Per your request, Ciorba Group, Inc. has prepared a proposal for **Construction Engineering Services for the Vermont Davis Watermain Replacement Project**. Our Scope of Services is outlined in Exhibit A, which we understand to include the following:

Construction engineering services will include planning and leading of a preconstruction meeting with the Contractor, City, and other invited parties; Shop drawing review of submittals provided by the Contractor as outlined in the Contract Documents; Full-time construction observation and documentation; Preparation of punch-list and coordination with the Contractor; Completion of Construction Record Drawings.

The engineering fee for the **Construction Engineering Phase** is not to exceed **\$133,384**. Only actual time on the project will be invoiced. A breakdown of the work and fee is provided in Exhibit B.

Fees in this proposal shall remain fixed until December 31, 2024. Should you have any questions please contact me at 312-515-3292. We appreciate the opportunity of submitting this proposal to the City on this important public improvement project.

Sincerely,

CIORBA GROUP, INC.



Michael Kowalski, PE
Senior Construction Project Manager

EXHIBIT A SCOPE OF SERVICES

1. Preconstruction Meeting

The Resident Engineer will create a list of potential attendees for City review. This list will include City Public Works personnel; private utility representatives; and the Contractor and its subcontractors. After the list is finalized, the Resident Engineer will notify participants of the time and place for the meeting. Topics that may be discussed at this meeting will include the progress schedule, construction staging, material and equipment storage sites, demolition techniques, listing of materials and equipment submittals, general correspondence procedures, traffic control, subcontractor roles, and submittal for payment. Shop drawing review procedures will also be discussed, and in particular the Contractor will be advised that material and equipment are not to be installed prior to completion of the shop drawing review process. The Resident Engineer's and the Contractor's 24-hour emergency numbers will also be made available to participants. Catalog cuts and shop drawings may be distributed at the meeting by the Contractor for review by Ciorba. The Resident Engineer will prepare meeting minutes and distribute them to all participants.

2. Shop Drawing Review

Ciorba will provide review services for information and data submitted by the Contractor for materials and designs to be included in the construction. 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 mailed to the contractor with copies to the City. Ciorba will notify the City 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 City with a request for acceptance or denial. Ciorba will advise the City of any disapprovals in submittals due to non-conformance with the intent of the specifications.

3. Construction Observation Services

Ciorba Group will have a full-time Construction Engineer for the project with support by the Resident Engineer / Project Manager. Ciorba has included 14 weeks of full-time construction observation.

Construction will be monitored for conformance with the contract documents and City requirements. If there are any unforeseen conditions or issues that develop, Ciorba's design engineers will be available to provide options to the City to mitigate project delays. When on-site, Daily Reports will be completed on Ciorba standard forms unless a City format is preferred. Ciorba will also maintain a diary, when on site, describing the work accomplished and will document all work with photographs. Monthly progress reports will be prepared and provided to the Contractor and the City. Monthly pay estimates will be prepared and submitted to the City for review and processing. Ciorba will prepare any necessary change orders for City review and approval.

Other duties for the Resident Engineer will be to continue public stakeholder involvement by addressing any concerns or issues of local residents, property owners or other stakeholders. At minimum, this will consist of answering phone calls, receiving and sending e-mails, and contacting residents to ensure resolution. Issues will be resolved in a timely manner as determined by the City and situational needs.

As an on-site extension of the City, Ciorba will maintain close communication with the City's designated representative. This will be accomplished by as-needed daily communication and periodic progress meetings chaired by Ciorba. Invitees to the weekly meeting will include the City's designated representative, other City staff such as Public Works personnel, the Contractor and his subcontractors and utility representatives.

4. Construction Project Close-Out

Ciorba will maintain a punch list of construction items that require correction before final acceptance of the project and provide it to the Contractor. 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 City and the Contractor. Any concerns identified at the walk through will be resolved prior to acceptance of

the improvement. The closeout process continues with the preparation of final documentation papers for project acceptance by the City. 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 for inclusion in the final construction record drawings. Two sets of final construction record drawings of a size specified by the City will be provided and one CD with all updated CAD files.

Activity		Grand Total	Senior Resident Engineer	Engineer II
TOTAL		908	192	716
8. Construction Engineering / Administration	Task Total:	908	192	716
0810 Construction Startup	Subtotal:	30	12	18
Review Plans, Specifications and Contract Documents		16	8	8
Set Up Project Documentation		8		8
Pre-Construction Conference Preparation		2	2	
Pre-Construction Conference Attendance		4	2	2
0820 Construction Observation / Documentation	Subtotal:	770	140	630
Resident Engineer (14 weeks x 5 days/week x 2 hrs/day + 0 Sat/2 x 8 hrs/Sat)		140	140	
Construction Engineer(s) (14 weeks x 5 days/week x 9 hrs/day + 0 Sat/2 x 8 hrs/Sat) x 1		630		630
0830 Construction Close-out	Subtotal:	80	12	68
Develop Punch List Items		8	4	4
Coordinate Punch List Completion		2	2	
Inspect Punch List Items		16		16
Final Walk Through with Client		4	2	2
Pre-final and Final Pay Estimates		34	4	30
Plan Sheets - As Built		16		16
0840 Construction Assistance	Subtotal:	28	28	
RFIs		12	12	
Other Contractor Submittals Review		16	16	

Construction Engineering / Administration

Description	Unit	Unit Cost	Quantity	Extended Cost
Vehicle (mileage)	mile	\$ 0.655		\$ -
Vehicle (day)	day	\$ 65.00	60	\$ 3,900.00
FedEx	each	\$ 25.00		\$ -
Travel, Meals & Lodging	day	\$ 70.00		\$ -
Equipment Rental	day	\$ 1.00		\$ -
Reproductions - Outside	set	\$ 1.00		\$ -
Other Outside Direct Cost	dollar	\$ 20.00		\$ -
				\$ 3,900.00

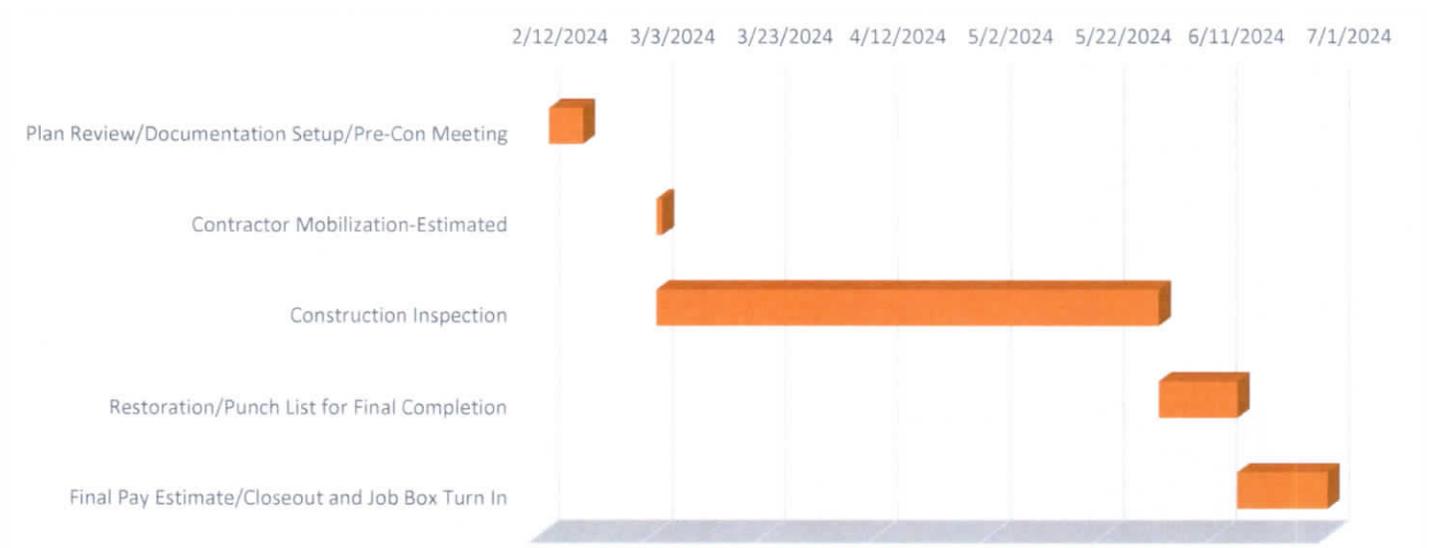
ITEM	MANHOURS	PAYROLL	(3+R) TIMES PAYROLL	DIRECT COSTS	SERVICES BY OTHERS	DBE TOTAL	TOTAL
	(A)	(B)	(C)	(D)	(E)	(C+D+E)	(C+D+E)
Construction Engineering / Administration	908	\$ 42,656.00	\$ 127,968.00	\$ 3,900.00		\$ -	\$ 131,868.00
Soil and Material Consultants					\$ 1,516.00	\$ -	\$ 1,516.00
TOTALS	908	\$ 42,656.00	\$ 127,968.00	\$ 3,900.00	\$ 1,516.00		\$ 133,384.00

EXHIBIT C

PROJECT SCHEDULE

We anticipate the construction engineering service schedule to be based on the following:

TASK	Start	Complete
VERMONT-DAVIS WATERMAIN REPLACEMENT		
Plan Review/Documentation Setup/Pre-Con Meeting	2/12/2024	2/20/2024
Contractor Mobilization-Estimated	3/4/2024	3/5/2024
Construction Inspection	3/4/2024	6/1/2024
Restoration/Punch List for Final Completion	6/1/2024	6/15/2024
Final Pay Estimate/Closeout and Job Box Turn In	6/15/2024	7/1/2024





SOIL AND MATERIAL CONSULTANTS, INC.

Office: 847-870-0544
Fax: 847-870-0661
us@soilandmaterialconsultants.com
www.soilandmaterialconsultants.com

January 25, 2024
Proposal No. 21,687

Michael Kowalski, P.E.
Ciorba Group LLC
8725 W. Higgins Road, Suite 600
Chiago, IL 60631

Re: Soil and Construction Material Testing
Vermont Str. & Davis Ct. Water Main Replacement
Rolling Meadows, IL

Dear Mr. Kowalski:

Submitted for your consideration is our proposal to provide soil and construction material testing on a will-call basis initiated by your office or representative.

We understand the testing requirements of the IDOT QC/QA program are applicable. We propose to be the QA project manager, provide QA plant testing and provide QA jobsite testing.

Attached is our Schedule of Fees for anticipated services. Note that hourly rates are inclusive of mileage and equipment charges. Based on available information and our experience on similar projects, we estimate a charge of \$2,158.00 may be incurred for the anticipated services. Actual billing will be on a unit price basis and you will only be billed for those services actually provided. Final billing may be less than or greater than the estimated charge. Requests for services not included within the scope of this proposal will be provided at our established unit prices.

Thank you for the opportunity of submitting this proposal, which includes the attached General Conditions. If acceptable, please sign and return one copy to our office. Further, please include applicable plans and specifications, if not already submitted.

Very truly yours,

SOIL AND MATERIAL CONSULTANTS, INC.

Reid T. Steinbach, P.E.
Director of Engineering

RTS:dd

Proposal Accepted By:

Client CITY OF ROLLING MEADOWS
Street 3600 Kirchoff RD
Town ROLLING MEADOWS State IL Zip Code 60008
Phone (847) 394-8500 E-Mail Address SABOR@CITYRM.ORG
Signature [Handwritten Signature] Position CITY MANAGER
Printed Name ROB SABO Date 2/16/24

8 W. COLLEGE DR. • SUITE C • ARLINGTON HEIGHTS, IL 60004

SOIL BORINGS • SITE INVESTIGATIONS • PAVEMENT INVESTIGATIONS • GEOTECHNICAL ENGINEERING
TESTING OF • SOIL • ASPHALT • CONCRETE • MORTAR • STEEL

SOIL AND MATERIAL CONSULTANTS, INC.

SCHEDULE OF FEES

Effective 1-1-24

BITUMINOUS CONCRETE

<u>Service</u>	<u>Estimated Units</u>	<u>Fee</u>	<u>Cost</u>
<u>Plant Testing</u>			
Technician	days	\$ 372.00 /day	\$ If needed
<u>Field Testing</u>			
Technician with Nuclear Gauge	12 hours	\$ 93.00 /hour 372.00 /day min.	\$ 1,116.00
<u>Laboratory Testing</u>			
Asphalt Content (ignition)	each	\$ 175.00 each	\$ If needed
Bulk Specific Gravity (gyratory)	each	\$ 260.00 each	\$ If needed
Maximum Specific Gravity	each	\$ 100.00 each	\$ If needed
Unit Weight – cores	10 each	\$ 25.00 each	\$ 250.00
<u>Engineering</u>			
Senior Engineer (P.E.) - QA Project Manager, includes project administration, field/laboratory engineering, mix design review, consultation and report review	1 hours	\$ 150.00 /hour	\$ 150.00
Estimated Cost:			\$ 1,516.00

Estimates:

<u>Item</u>	<u>Tons</u>	<u>Contractor Working Days</u>	<u>Est. Days - QA</u>
HMA Surface, N50	327	1.0	0.5
HMA Binder, N50	654	2.0	0.5
Total:	1081	3.0	1.5

Billing Notes:

Hourly Charges: Portal To Portal
 Weekdays over 8 hours/day: Hourly Rate x 1.5
 Saturdays: Hourly Rate x 1.5
 Sundays: Hourly Rate x 2.0

SOIL AND MATERIAL CONSULTANTS, INC.

SCHEDULE OF FEES

Effective 1-1-24

PORTLAND CEMENT CONCRETE

<u>Service</u>	<u>Est. Work Units</u>	<u>Fee</u>	<u>Cost</u>
<u>Plant Testing</u>			
Technician	days	\$ 600.00 /day	\$ If needed
<u>Field Testing</u>			
Technician - includes temperature, slump, air and cylinders	4.0 hours	\$ 93.00 /hour 372.00 /day min.	\$ 372.00
Cylinder Pick-up	1.0 hours	\$ 93.00 /hour	\$ 93.00
<u>Laboratory Testing</u>			
Cylinder Compressive Strength	6 each	\$ 17.00 each	\$ 102.00
<u>Engineering</u>			
Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	0.5 hours	\$ 150.00 /hour	\$ 75.00
Estimated Cost:			\$ 642.00

Estimates:

<u>Item</u>	<u>Quantity</u>	<u>CY</u>	<u>Contractor Working Days</u>	<u>Est. Days - 20% QA</u>	<u>Cyls.</u>
PCC Combined C & G	282 FT	16	0.5	0.5	6
PCC Sidewalk	767 SF	12	0.5		
PCC Driveway	86 SY	14	0.5		
Total:		42	1.5	0.5	6

Billing Notes:

Hourly Charges: Portal To Portal
 Weekdays over 8 hours/day: Hourly Rate x 1.5

Saturdays: Hourly Rate x 1.5
 Sundays: Hourly Rate x 2.0