



VILLAGE OF PALATINE
VILLAGE HALL - COUNCIL CHAMBERS
200 E. WOOD STREET
PALATINE, IL 60067-5339 – (847) 359-9050
<http://www.palatine.il.us>

VILLAGE COUNCIL & COMMITTEE OF THE WHOLE

AGENDA

DECEMBER 11, 2023

Regular Meeting

7:00 PM

I. ROLL CALL

II. PLEDGE TO THE FLAG

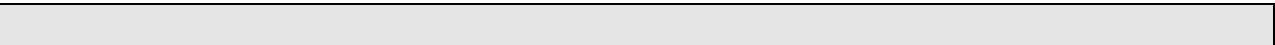
III. APPROVAL OF MINUTES

1. Village Council & Committee of the Whole - Regular Meeting - December 4, 2023

IV. MAYOR'S REPORT

1. As Submitted

V. RECESS TO THE COMMITTEE OF THE WHOLE



VI. COMMITTEE OF THE WHOLE

A. INFRASTRUCTURE & ENVIRONMENT COMMITTEE

DOUG MYSLINSKI, CHAIRMAN

1. Water Main Replacement Design
 - A. Consider a Motion Authorizing the Village Manager to Execute a Proposal for Design Engineering Services for the 2024 Water Main Replacement Project Contract 1
 - B. Consider a Motion Authorizing the Village Manager to Execute a Proposal for Design Engineering Services for the 2024 Water Main Replacement Project Contract 2
2. Consider a Motion Authorizing the Village Manger to Execute a Proposal for Design Engineering Services for the Rehabilitation of Michigan Avenue and Brockway Street (Council District: Two)
3. Consider a Motion to Accept Perpetual Storm Sewer Easements at 215 South Greenwood Avenue, 1050 North Deer Avenue, 37 East Cunningham Drive and 45 East Cunningham Drive

4. Consider a Motion Authorizing the Village Manager to Execute a Proposal for Design Engineering Services for the Abandonment of the Pepper Tree Lift Station (Council District: Three)

5. As Submitted

B. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE

KOLLIN KOZLOWSKI, CHAIRMAN

1. As Submitted

C. BUSINESS FINANCE & BUDGET COMMITTEE

SCOTT LAMERAND, CHAIRMAN

1. As Submitted

D. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

BRAD HELMS, CHAIRMAN

1. As Submitted

E. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE

GREG SOLBERG, CHAIRMAN

1. As Submitted

F. POLICE POLICY & CODE SERVICES COMMITTEE

TIM MILLAR, CHAIRMAN

1. As Submitted

VII. RECONVENE THE VILLAGE COUNCIL MEETING



VIII. CONSENT AGENDA

All items are considered to be routine by the Village Council and will be enacted by one motion, with waiver of first reading. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

1. Consider a Motion Authorizing the Village Manager to Execute a Proposal for Design Engineering Services for the 2024 Water Main Replacement Project Contract 1
2. Consider a Motion Authorizing the Village Manager to Execute a Proposal for Design Engineering Services for the 2024 Water Main Replacement Project Contract 2 (Council District: Five)

3. Consider a Motion Authorizing the Village Manager to Execute a Proposal for Design Engineering Services for the Rehabilitation of Michigan Avenue and Brockway Street (Council District: Two)
4. Consider a Motion to Accept Perpetual Storm Sewer Easements at 215 South Greenwood Avenue, 1050 North Deer Avenue, 37 East Cunningham Drive and 45 East Cunningham Drive
5. Consider a Motion Authorizing the Village Manager to Execute a Proposal for Design Engineering Services for the Abandonment of the Pepper Tree Lift Station (Council District: Three)

IX. REPORTS OF STANDING COMMITTEE**A. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE**

KOLLIN KOZLOWSKI, CHAIRMAN

1. As Submitted

B. BUSINESS FINANCE & BUDGET COMMITTEE

SCOTT LAMERAND, CHAIRMAN

1. As Submitted

C. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

BRAD HELMS, CHAIRMAN

1. As Submitted

D. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE

GREG SOLBERG, CHAIRMAN

1. As Submitted

E. INFRASTRUCTURE & ENVIRONMENT COMMITTEE

DOUG MYSLINSKI, CHAIRMAN

1. As Submitted

F. POLICE POLICY & CODE SERVICES COMMITTEE

TIM MILLAR, CHAIRMAN

1. As Submitted

X. REPORTS OF THE VILLAGE OFFICERS

A. VILLAGE MANAGER

1. As Submitted

B. VILLAGE CLERK

1. As Submitted

C. VILLAGE ATTORNEY

1. As Submitted

XI. CLOSED SESSION AS REQUIRED

XII. RECOGNITION OF AUDIENCE

XIII.ADJOURNMENT



VILLAGE OF PALATINE
 VILLAGE HALL - COUNCIL CHAMBERS
 200 E. WOOD STREET
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VILLAGE COUNCIL & COMMITTEE OF THE WHOLE

MINUTES

DECEMBER 4, 2023

Regular Meeting

7:00 PM

I. ROLL CALL – Time: 7:00 PM

Attendee Name	Title	Status	Arrived
Jim Schwantz	Mayor	Present	
Tim Millar	District 1 Councilman	Present	
Scott Lamerand	District 2 Councilman	Present	
Doug Myslinski	District 3 Councilman	Present	
Greg Solberg	District 4 Councilman	Present	
Kollin Kozlowski	District 5 Councilman	Present	
Brad Helms	District 6 Councilman	Present	

Also Present:

Village Clerk Marg Duer, Village Manager Reid Ottesen, Deputy Village Manager Hadley Skeffington-Vos, Village Attorney Nicholas Standiford, Director of Community Development Mike Jacobs, Director of Planning & Zoning Ben Vyverberg, Director of Public Works Matt Barry, Police Chief Dave Daigle, Fire Chief Patrick Gratziana, IT Director Larry Schroth, Director of Finance Paul Mehning, Deputy Director of Finance Sue Conn, and Director of Human Resources Pam Jackson

II. PLEDGE TO THE FLAG – Time: 7:00 PM

Mayor Schwantz invited everyone to stand and join him in the Pledge to the Flag.

III. APPROVAL OF MINUTES – Time: 7:00 PM

- Village Council & Committee of the Whole - Regular Meeting - November 20, 2023 - **Accepted**

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Doug Myslinski, District 3 Councilman
SECONDER:	Tim Millar, District 1 Councilman
AYES:	Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

Minutes Acceptance: Minutes of Dec 4, 2023 7:00 PM (APPROVAL OF MINUTES)

IV. MAYOR'S REPORT – Time: 7:01 PM

1. Certificate of Recognition for Fremd High School Swimming and Diving Team Member Katie Kuehn for 1st Place at the 2023 Illinois High School Association's Girls State Swimming and Diving Championship -

Mayor Schwantz presented a Certificate of Recognition to Katie Kuehn, Fremd High School's First Place Champion at the IL State Swimming & Diving State Championship Meet.

2. As Submitted -

Mayor Schwantz announced upcoming events:

1st & 3rd Saturday, December through April, 10:00 AM - 12:00 PM
Palatine Winter Farmer's Market
Palatine Train Station Parking Lot

Toys for Tots Holiday Toy Drive
Now through December 11

New unwrapped toys can be dropped off at Village Hall, Fire Station 85 and Palatine Police Department and will be distributed to children in the Palatine area. Your donation is greatly appreciated.

Final Collection for Curbside Yard Waste

The Public Works Department completed the final curbside leaf collection on November 29, 2023. Curbside collection of bagged and bundled yard waste continues through the week of December 11, 2023 on residents' regular scheduled garbage day.

V. RECESS TO THE COMMITTEE OF THE WHOLE – Time: 7:06 PM

Recess to Committee of the Whole - **Motion Carried by Voice Vote**

RESULT:	MOTION CARRIED BY VOICE VOTE [UNANIMOUS]
MOVER:	Brad Helms, District 6 Councilman
SECONDER:	Greg Solberg, District 4 Councilman
AYES:	Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

VI. COMMITTEE OF THE WHOLE

A. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE – Time: 7:06 PM

BRAD HELMS, CHAIRMAN

1. Consider an Ordinance Granting a Four-Unit Condominium Conversion at 425 - 431 N. Cambridge Drive (Cornell Lakes Unit #2) and a Waiver Request from the Village's Sprinkler Requirements (Chapter 6 - Sect. 82 of the Village's Code of Ordinances) - **Adopted by Voice Vote** (Council District: One)

Planning & Zoning Director Ben Vyverberg presented the petitioner's request for approval of a 4-unit Condominium Conversion and a waiver from the sprinkler requirement. Petitioner will complete hard wiring of fire detection devices within the building.

RESULT:	ADOPTED BY VOICE VOTE [UNANIMOUS]
MOVER:	Tim Millar, District 1 Councilman
SECONDER:	Doug Myslinski, District 3 Councilman
AYES:	Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

2. Consider an Ordinance Granting a Final Planned Development to Allow a Mixed-Use Building, with 2 Commercial Tenant Spaces and 1 Residential Apartment, at 101 & 103 S. Northwest Highway and 411 E. Glencoe Street - **Motion Carried by Voice Vote** (Council District: Six)

Planning & Zoning Director Ben Vyverberg presented the petitioner's request for a Final Planned Development to allow a mixed-use building, with 2 commercial tenant spaces and 1 residential apartment, at 101 & 103 S. Northwest Highway and 411 E. Glencoe Street.

In response to Councilman Helms, Vyverberg stated a firewall is not required for the single roof.

RESULT:	MOTION CARRIED BY VOICE VOTE [UNANIMOUS]
MOVER:	Jim Schwantz, Mayor
SECONDER:	Greg Solberg, District 4 Councilman
AYES:	Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

3. As Submitted -

Nothing was submitted.

B. POLICE POLICY & CODE SERVICES COMMITTEE – Time: 7:11 PM*TIM MILLAR, CHAIRMAN*

1. Consider Granting an Ordinance for a Variation to Permit a Deck to Encroach into the Required Rear Yard at 28 W. Michigan Avenue - **Motion Carried by Voice Vote** (Council District: Two)

Planning & Zoning Director Ben Vyverberg presented the petitioner's request for a Variation to permit a deck 15 feet from the rear yard (minimum 25 feet required by Code, minimum 10 feet required by the 2005 PUD for 16 and 22 E. Michigan) at 28 West Michigan. There were no objections at the Planning & Zoning Commission.

RESULT:	MOTION CARRIED BY VOICE VOTE [UNANIMOUS]
MOVER:	Scott Lamerand, District 2 Councilman
SECONDER:	Doug Myslinski, District 3 Councilman
AYES:	Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

2. Consider an Ordinance Granting a Special Use, Minor Planned Development Amendment, and Parking Variations to Permit a Montessori School at 600 N. First Bank Drive - **Motion Carried by Voice Vote** (Council District: Six)

Planning & Zoning Director Ben Vyverberg presented the petitioner's request for a Special Use, Minor Planned Development Amendment, and Parking Variations to permit a Montessori School at 600 N. First Bank Drive with revised site plan and 6 foot solid fence replacing the proposed open fence. Vyverberg presented 7 operational conditions including a 50 student limit with biannual enrollment reports to the Village, Public Hearing, Council approval for further expansion and Village Manager authorization of start/dismissal time adjustments based on traffic flow.

RESULT:	MOTION CARRIED BY VOICE VOTE [UNANIMOUS]
MOVER:	Brad Helms, District 6 Councilman
SECONDER:	Scott Lamerand, District 2 Councilman
AYES:	Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

3. As Submitted -

Nothing was submitted.

C. BUSINESS FINANCE & BUDGET COMMITTEE – Time: 7:16 PM*SCOTT LAMERAND, CHAIRMAN*

1. 2024 Operating Budget & Capital Investment Plan and Related Approvals
The motion was to approve items A., B., C., D., E., and F.

Village Manager Reid Ottesen recommended adopting the proposed CY 2024

Annual Budget, after its introduction in a public meeting on October 28, discussion on November 6, and Public Hearing on November 20. Ottesen reported the positive budget should bring the Village to a debt free position by next year.

Councilman Lamerand outlined the remarkable actions of the staff and Council to reduce the debt service at an accelerated pace, and listed a few of the many accomplishments:

- record miles of streets resurfaced this year,
- no increase in property tax,
- hiring a new zoning compliance officer,
- \$750,000 supplemental public safety pension payment, and
- potential final budget with debt service levy
- \$30 million dollars that have gone back to the other local taxing bodies--benefiting the community in all areas.

Additionally, he noted the removal of vehicle stickers, additional traffic units in Police Department, IT protection from cyber-attack, all culminating in the very positive CY 2024 budget that is debt free.

Finance Director Paul Mehring thanked staff and the Council for working together to support these conservative efforts.

RESULT:	ADOPTED BY VOICE VOTE [UNANIMOUS]
MOVER:	Brad Helms, District 6 Councilman
SECONDER:	Tim Millar, District 1 Councilman
AYES:	Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

- A. Consider an Ordinance Adopting the Calendar Year 2024 Annual Budget
- **Motion Carried by Voice Vote**
- B. Consider the 2023 Tax Levy Ordinance - **Motion Carried by Voice Vote**
- C. Consider an Ordinance to Abate 2023 Property Tax Levy - **Motion Carried by Voice Vote**
- D. Consider an Ordinance Adopting the 2024 Salary Rates of Compensation for Certain Officers and Employees of the Village, Effective January 1, 2024 - **Motion Carried by Voice Vote**
- E. Consider a Resolution Appropriating \$2,364,045 of Motor Fuel Tax Funds for the Maintenance of Streets and Highways - **Adopted by Voice Vote**
- F. Consider a Motion to Approve the Updated Fee Schedule Supplement to the Village's Code of Ordinances - **Approved by Voice Vote**

2. Consider a Resolution Amending the Village's Employee Handbook for 2024
- **Adopted by Voice Vote**

Village Manager Reid Ottesen explained the annual updating of the Employee Handbook of rules, regulations, benefits, and conditions of employment that apply to Village employees.

RESULT:	ADOPTED BY VOICE VOTE [UNANIMOUS]
MOVER:	Doug Myslinski, District 3 Councilman
SECONDER:	Greg Solberg, District 4 Councilman
AYES:	Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

3. As Submitted -

Nothing was submitted.

D. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE – Time:
7:27 PM

KOLLIN KOZLOWSKI, CHAIRMAN

1. Consider Amendments to the Code of Ordinances
The motion was to approve both items A. and B.

Deputy Village Manager Hadley Skeffington-Vos reported changes in Chapter 12, such as modernized language pertaining to communications, electronic and social media, and grammatical updates. Skeffington-Vos also presented the improvements and updates to Chapter 18 Traffic Code.

RESULT:	ADOPTED BY VOICE VOTE [UNANIMOUS]
MOVER:	Tim Millar, District 1 Councilman
SECONDER:	Greg Solberg, District 4 Councilman
AYES:	Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

- A. Consider an Ordinance Amending Chapter 12 Offenses and Miscellaneous Provisions of the Palatine Code of Ordinances - **Motion Carried by Voice Vote**
- B. Consider an Ordinance Amending Chapter 18 Traffic of the Palatine Code of Ordinances - **Motion Carried by Voice Vote**
2. Consider a Motion to Approve the Village of Palatine 2024 Regular Scheduled Meeting Calendar - **Approved by Voice Vote**

Village Manager Reid Ottesen recommended approving the Village of Palatine 2024 Regular Scheduled Meeting Calendar with one meeting in July and 2 meetings in January.

RESULT:	APPROVED BY VOICE VOTE [UNANIMOUS]
MOVER:	Brad Helms, District 6 Councilman
SECONDER:	Jim Schwantz, Mayor
AYES:	Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

3. As Submitted -

Nothing was submitted.

E. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE – Time: 7:30 PM

GREG SOLBERG, CHAIRMAN

1. As Submitted -

Nothing was submitted.

F. INFRASTRUCTURE & ENVIRONMENT COMMITTEE – Time: 7:30 PM

DOUG MYSLINSKI, CHAIRMAN

1. As Submitted -

Nothing was submitted.

VII. RECONVENE THE VILLAGE COUNCIL MEETING – Time: 7:30 PM

Reconvene the Village Council Meeting - **Motion Carried by Voice Vote**

RESULT:	MOTION CARRIED BY VOICE VOTE [UNANIMOUS]
MOVER:	Brad Helms, District 6 Councilman
SECONDER:	Tim Millar, District 1 Councilman
AYES:	Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

VIII. CONSENT AGENDA

All items are considered to be routine by the Village Council and will be enacted by one motion, with waiver of first reading. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

RESULT:	ADOPTED BY ROLL CALL [UNANIMOUS]
MOVER:	Scott Lamerand, District 2 Councilman
SECONDER:	Doug Myslinski, District 3 Councilman
AYES:	Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

1. Consider a Motion to Approve 2023 Warrant #23 - **Approved**

2. Consider an Ordinance Granting a Four-Unit Condominium Conversion at 425 - 431 N. Cambridge Drive (Cornell Lakes Unit #2) and a Waiver Request from the Village's Sprinkler Requirements (Chapter 6 - Sect. 82 of the Village's Code of Ordinances) - **Adopted by Roll Call** (Council District: One)

Ordinance #O-137-23

3. Consider an Ordinance Granting a Final Planned Development to Allow a Mixed-Use Building, with 2 Commercial Tenant Spaces and 1 Residential Apartment, at 101 & 103 S. Northwest Highway and 411 E. Glencoe Street - **Approved** (Council District: Six)

Ordinance #O-138-23

4. Consider Granting an Ordinance for a Variation to Permit a Deck to Encroach into the Required Rear Yard at 28 W. Michigan Avenue - **Approved** (Council District: Two)

Ordinance #O-139-23

5. Consider an Ordinance Adopting the 2024 Salary Rates of Compensation for Certain Officers and Employees of the Village, Effective January 1, 2024 - **Approved**

Ordinance #O-140-23

6. Consider a Resolution Appropriating \$2,364,045 of Motor Fuel Tax Funds for the Maintenance of Streets and Highways - **Adopted by Roll Call**

Resolution #R-32-23

7. Consider a Motion to Approve the Updated Fee Schedule Supplement to the Village's Code of Ordinances - **Approved**

8. Consider a Resolution Amending the Village's Employee Handbook for 2024 - **Adopted by Roll Call**

Resolution #R-33-23

9. Consider an Ordinance Amending Chapter 12 Offenses and Miscellaneous Provisions of the Palatine Code of Ordinances - **Approved**

Ordinance #O-141-23

10. Consider an Ordinance Amending Chapter 18 Traffic of the Palatine Code of Ordinances - **Approved**

Ordinance #O-142-23

11. Consider a Motion to Approve the Village of Palatine 2024 Regular Scheduled Meeting Calendar - **Approved**

IX. REPORTS OF STANDING COMMITTEE**A. ADMINISTRATION, TECHNOLOGY & COMMUNITY HEALTH COMMITTEE – Time:**

7:31 PM

*KOLLIN KOZLOWSKI, CHAIRMAN***1. As Submitted -**

No Report

B. BUSINESS FINANCE & BUDGET COMMITTEE – Time: 7:31 PM*SCOTT LAMERAND, CHAIRMAN***1. Consider an Ordinance Adopting the Calendar Year 2024 Annual Budget - Motion Carried by Roll Call**

Ordinance #O-143-23

RESULT:	MOTION CARRIED BY ROLL CALL [UNANIMOUS]
MOVER:	Scott Lamerand, District 2 Councilman
SECONDER:	Doug Myslinski, District 3 Councilman
AYES:	Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

2. Consider the 2023 Tax Levy Ordinance - Motion Carried by Roll Call

Ordinance #O-144-23

RESULT:	MOTION CARRIED BY ROLL CALL [UNANIMOUS]
MOVER:	Scott Lamerand, District 2 Councilman
SECONDER:	Kollin Kozlowski, District 5 Councilman
AYES:	Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

3. Consider an Ordinance to Abate 2023 Property Tax Levy - Motion Carried by Roll Call

Ordinance #O-145-23

RESULT:	MOTION CARRIED BY ROLL CALL [UNANIMOUS]
MOVER:	Scott Lamerand, District 2 Councilman
SECONDER:	Brad Helms, District 6 Councilman
AYES:	Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

4. As Submitted -

No Report

C. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE – Time: 7:33 PM*BRAD HELMS, CHAIRMAN*

1. As Submitted -

No Report

D. FIRE POLICY & COMMUNITY INFORMATION COMMITTEE – Time: 7:33 PM*GREG SOLBERG, CHAIRMAN*

1. As Submitted -

No Report

E. INFRASTRUCTURE & ENVIRONMENT COMMITTEE – Time: 7:33 PM*DOUG MYSLINSKI, CHAIRMAN*

1. As Submitted -

No Report

F. POLICE POLICY & CODE SERVICES COMMITTEE – Time: 7:33 PM*TIM MILLAR, CHAIRMAN*1. Consider an Ordinance Granting a Special Use, Minor Planned Development Amendment, and Parking Variations to Permit a Montessori School at 600 N. First Bank Drive - **Motion Carried by Roll Call** (Council District: Six)

This item was discussed earlier this evening in Police, Policy & Code Services Committee and passed unanimously.

Ordinance #O-146-23

RESULT:	MOTION CARRIED BY ROLL CALL [UNANIMOUS]
MOVER:	Scott Lamerand, District 2 Councilman
SECONDER:	Brad Helms, District 6 Councilman
AYES:	Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

2. As Submitted -

No Report

X. REPORTS OF THE VILLAGE OFFICERS**A. VILLAGE MANAGER**

1. As Submitted -

No Report

B. VILLAGE CLERK

1. As Submitted -

No Report

C. VILLAGE ATTORNEY

1. As Submitted -

No Report

XI. CLOSED SESSION AS REQUIRED

No Closed Session requested.

XII. RECOGNITION OF AUDIENCE

No one came forward.

XIII. ADJOURNMENT – Time: 7:34 PM

Adjourn the Village Council Meeting - **Motion Carried by Voice Vote**

RESULT:	MOTION CARRIED BY VOICE VOTE [UNANIMOUS]
MOVER:	Brad Helms, District 6 Councilman
SECONDER:	Kollin Kozlowski, District 5 Councilman
AYES:	Schwantz, Millar, Lamerand, Myslinski, Solberg, Kozlowski, Helms

SUBMITTED BY:

Margaret R. Duer
Village Clerk

Consider a Motion Authorizing the Village Manager to Execute a Proposal for Design Engineering Services for the 2024 Water Main Replacement Project Contract 1

BACKGROUND:

Annually, the Village completes water main replacements to address locations that have experienced high volumes of breaks. As planned with the Master Water System Improvement Program, the annual investment has increased to a proposed level of \$3,660,250 in 2024. The increase in volume has exceeded in-house staff's capacity and thus consulting engineering is recommended.

KEY ISSUES:

- The water mains on Benton Street from Comfort Lane to Northwest Highway and Cunningham Drive from Ventura Drive to Hicks Road have experienced a high number of breaks. Replacement of these facilities is recommended in the 2024 Capital Improvement Plan.
- Doland Engineering is recommended based upon a qualification-based selection process. They completed design and construction engineering in the 2023 program with little to no complaints from staff or the general public in their performance.
- Engineering services are recommended to prepare for the installation of a replacement water main and would include site surveying, Illinois Environmental Protection Agency permitting, development of plans, and preparation of specifications for bidding purposes.

ALTERNATIVES:

1. Authorize the Village Manager to execute the proposal from Doland Engineering.
2. Refer back to Staff with comments.

RECOMMENDATION:

Staff recommends authorizing the Village Manager to execute the proposal from Doland Engineering for design engineering services for the 2024 Water Main Replacement Project Contract 1 in the not-to-exceed amount of \$58,345.

BUDGET IMPACT:

Funds are available from this year's budget to accommodate the proposed design engineering services. This proposed contract is one of two proposed at the December 11th Village Council meeting with a combined proposed total cost of \$132,617.

ACTION REQUIRED:

Motion to authorize the Village Manager to execute the proposal from Doland Engineering, LLC of Palatine, Illinois for design engineering services for the 2024 Water Main Replacement Project Contract 1 in the not-to-exceed amount of \$58,345.

ATTACHMENTS:

- Doland Proposal

**Request for Proposal
2024 Water Main Replacement Project
Benton & Cunningham
Village of Palatine
November 6, 2023**

Submitted to:

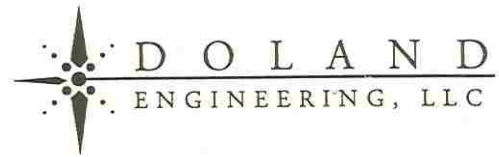
**Mr. George Ruppert, P.E.
Village Engineer
Village of Palatine**



Submitted by:



*Celebrating Over 50 years of
Responsible Engineering
- For Now, and the Future -*



November 6, 2023

Mr. George Ruppert, P.E.
Village Engineer
Village of Palatine
200 E. Wood Street
Palatine, Illinois 60067

RE: 2024 Water Main Replacement Project (Benton & Cunningham)

Dear Mr. Ruppert,

We are pleased to provide you with the following proposal for civil engineering services for the above referenced project. This proposal was prepared to include the necessary surveying, mapping, design and bidding document preparation for the proposed improvements.

A. Project Understanding

The subject water main and Drainage Improvement locations are as follows:

- 1) Water Main Replacement
 - Benton Street
 - South of Rt. 14 ROW to Comfort Lane
 - Replace approximately 900 l.f. of 8" water main.
 - Cunningham Drive
 - East of Hicks Road ROW to Ventura Drive
 - Replace approximately 1,400 l.f. of 8" water main.
- 2) Drainage Improvements
 - Benton Street
 - Comfort Lane intersection and immediate area



Attachment: Doland Proposal (2024 Water Main Replacement Design - Contract 1)

We have reviewed the available aerial and GIS maps to understand the existing watermain orientation. We have also visited the area and walked the entire project limits to fully understand the installation challenges and logistics involved with replacement of the water main along these streets.

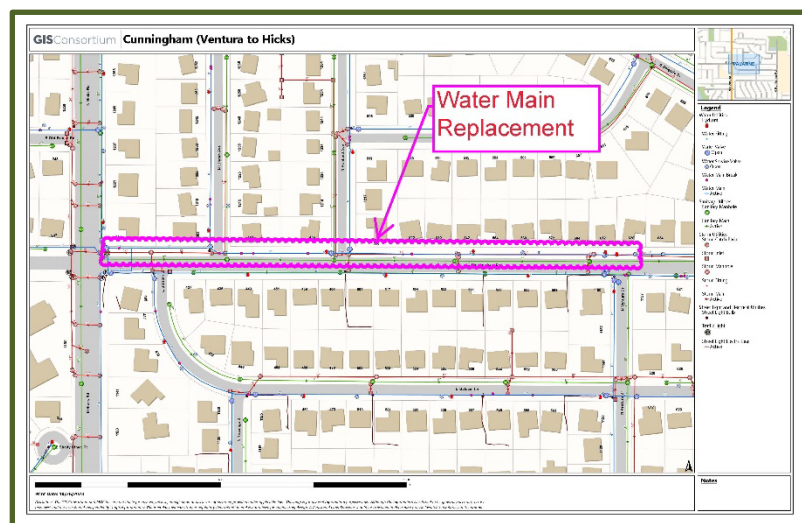
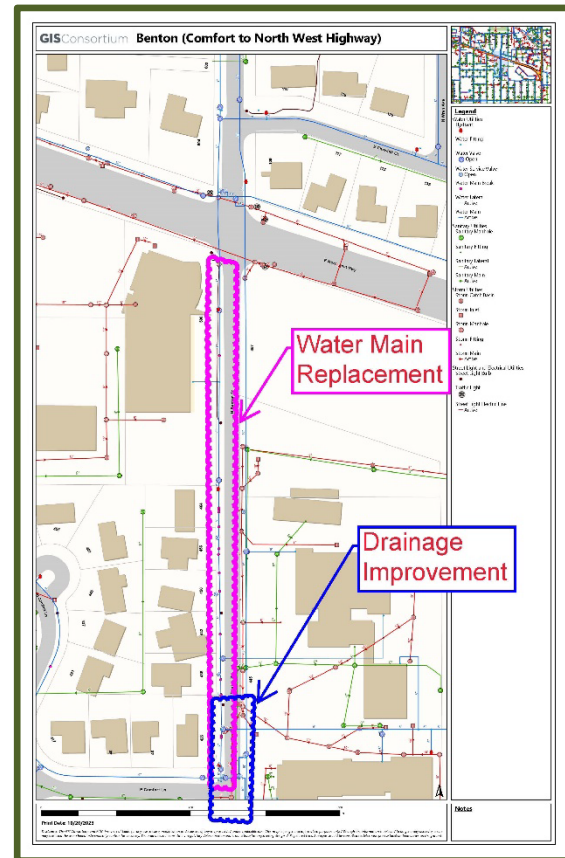
It is our understanding that the existing watermain is likely CIP pipe material which is intended to be replaced with DIP pipe materials. If there is an alternative pipe material available that would provide a tangible benefit for these locations, then such materials may be priced as alternate bid items to allow for cost consideration to ensure the most cost-efficient installation is achieved.

On the drainage improvements area at Benton Street and Comfort Lane, we understand that the objective is to optimize the utilization of the storm sewer and/or reduce runoff rate within the Benton Street right-of-way to reduce the flow westerly into the Comfort Lane roadway. There may be storm sewer additions or modifications that can be assessed as well as paving coverage reductions to reduce runoff volume, timing and/or flow rate. The initial mapping will identify the current system in a highly detailed manner to allow for assessment as to available improvements or pavement alterations in this area to benefit the Comfort Lane roadway.

B. Tasks of the Consultant

1. Existing Conditions Surveying and Mapping

- a. Surveying and topographic mapping of the road R.O.W.
 - i. R.O.W. delineation
 - ii. Obtain recorded plat of subdivision and all other available plats and atlas maps for accurate depiction of Village infrastructure and any pertinent easements



- iii. Roadway improvements mapped (curbs, walks, pavement, parkway trees, signs)
- iv. Utilities Mapped
 - Storm Sewer (w/ rim & invert)
 - Sanitary Sewer (w/ rim & invert)
 - Water Main (w/ rim & top of pipe)
 - Quasi-public utilities (Elect., Tele., Cable, Gas, etc.) as marked by JULIE locate request (or design stage locate)
- v. Contours and spot elevations saturated throughout roadway
- vi. Locate and identify all trees along the ROW with trunk diameter noted
- vii. Horizontal coordinates to be referenced to State Plan Coordinate System, Illinois East Zone, NAD83 adjustment
- viii. Vertical elevations to be referenced to NAVD88 datum.
- ix. Three (3) site control benchmarks will be provided outside the intended construction area (on each project location) for future contractor reference and control
- b. Results of this phase will be a comprehensive Existing Conditions Map that is utilized as the base map for the design phase work.

2. Engineering Design Plan Development

2a. Preliminary Engineering

Development of preliminary design plan set to identify preliminary watermain layout and geometrics, preliminary plan and profile, cross sections as needed and a preliminary Engineer's Opinion of Probable Cost (EOPC) for

discussion and coordination with Public Works staff prior to final design phase.

This preliminary phase will include our assessment of the drainage conditions at Benton Street and Comfort Lane along with recommendations for improvements or alterations that should be made to best reduce the overflow of stormwater into the Comfort Lane roadway.



2b. Final Engineering Plan Set

- Watermain Replacement Plan Set in accordance with all Village and IEPA standards
- Cover Sheet with general project Information
- General and Site-specific notes

- New watermain testing and sampling requirements identified in plan set to ensure that pressure testing and chlorination activities can be undertaken without additional cost to contract quantities.
- Summary of Quantities
- Existing Conditions Plan
- Watermain Plan & Profile
 - Utility crossings/conflicts identified (Obtain private utility maps from providers, i.e.: ComEd, Nicor, ATT & Comcast)
 - Sewer and water crossing conflict resolution in accordance with IEPA requirements
 - Abandonment of old main identified with valve retirement and or replacement to eliminate redundancy in valves upon completion of project.
- Restoration Plan
 - Parkway lawn re-establishment
 - Driveway apron repair (if necessary)
 - Pavement patching of pipe trench with TBF and Class D Pavement Patching as necessary
 - Curb & Gutter replacement as necessary
- Construction Specifications & Standard Details
- Summary of Quantities and Cost Estimate
- IEPA Permit application and submittal for WM Construction Permit

The project limits established for this project were for the work to be within the existing Village ROW and not to extend into the adjoining IDOT ROW of Route 14 or Hicks Road. If for any reason, it becomes necessary to include work within an IDOT ROW in this project scope, we will coordinate with you on the adjusted limits and we will present a supplemental proposal to address such a limit change.

3. Construction Bid Package

- Village standard bid package preparation to publish for contractor bidding
- Standard contract
- Special Provisions for all payment items
- Supporting document compilation (prevailing wages, Davis Bacon documents, etc.)
- Any needed assistance with bidding questions, clarifications and addendums

Engineering Fee Schedule

Fixed Fee: \$58,345.00

While this is a fixed fee bid, we wanted to illustrate the forecast of manhours that was compiled as the basis for the fixed fee value. Our anticipated hours of work of the responsible staff as follows:

Project Location - Cunningham Drive						
Task #	Professional	Prof. Engineer	Engineering	Professional	Survey	CAD
	Engineer	QA/QC	Technician	Surveyor	Technician	Draftsman
1				4	48	32
2a	24					24
2b	32	8	12			28
3	14		12			
Total Estimated Hours	70	8	24	4	48	84
Hourly Rate	\$150.00	\$150.00	\$110.00	\$125.00	\$105.00	\$105.00
Total Fee	\$10,500.00	\$1,200.00	\$2,640.00	\$500.00	\$5,040.00	\$8,820.00
					TOTAL =	\$28,700.00
Project Location - Benton Street						
Task #	Professional	Prof. Engineer	Engineering	Professional	Survey	CAD
	Engineer	QA/QC	Technician	Surveyor	Technician	Draftsman
1				3	48	30
2a	40					20
2b	36	8	8			24
3	14		8			
Total Estimated Hours	90	8	16	3	48	74
Hourly Rate	\$150.00	\$150.00	\$110.00	\$125.00	\$105.00	\$105.00
Total Fee	\$13,500.00	\$1,200.00	\$1,760.00	\$375.00	\$5,040.00	\$7,770.00
					TOTAL =	\$29,645.00

Schedule:

We will begin work within one week after notice to proceed.

We expect the following timeline for our work:

- Task 1 - 2 weeks after notice to proceed
- Task 2a - 2 weeks after completion of Task 1
- Task 2b & 3 - 3 weeks after meeting related to Task 2a

We expect to be able to put the plan out for bid no later than 7 weeks after notice to proceed so that the plans are ready for bidding to expedite the bidding to ensure the Cunningham Drive and Benton Street work is completed within the summer months when the nearby schools are not in session.

I look forward to the opportunity to work with you and your staff.

Sincerely,



Desiree D. Doland, P.E.
C.E.O.

Accepted By: _____

Title: _____

Date: _____

Consider a Motion Authorizing the Village Manager to Execute a Proposal for Design Engineering Services for the 2024 Water Main Replacement Project Contract 2

BACKGROUND:

Annually, the Village completes water main replacements to address locations that have experienced high volumes of breaks. As planned with the Master Water System Improvement Program, the annual investment has increased to a proposed level of \$3,660,250 in 2024. The increase in volume has exceeded in-house staff's capacity and thus consulting engineering is recommended.

KEY ISSUES:

- The water mains on Wilke Road from Anderson Drive to Palatine Road and on Palatine Road from Wilke Road to 1410 East Palatine Road have experienced a high number of breaks. Replacement of these facilities is recommended in the 2024 Capital Improvement Plan.
- Ciorba Group is recommended based upon a qualification-based selection process. They completed design engineering in the 2023 program with little to no complaints from staff or the general public in their performance.
- Engineering services are recommended to prepare for the installation of a replacement water main and would include site surveying, Illinois Environmental Protection Agency permitting, development of plans, and preparation of specifications for bidding purposes.

ALTERNATIVES:

1. Authorize the Village Manager to execute the proposal from Ciorba Group.
2. Refer back to Staff with comments.

RECOMMENDATION:

Staff recommends authorizing the Village Manager to execute the proposal from Ciorba Group for design engineering services for the 2024 Water Main Replacement Project Contract 2 in the not-to-exceed amount of \$74,272.

BUDGET IMPACT:

Funds are available from this year's budget to accommodate the proposed design engineering services. This proposed contract is one of two proposed at the December 11th Village Council meeting with a combined proposed total cost of \$132,617.

ACTION REQUIRED:

Motion to authorize the Village Manager to execute the proposal from Ciorba Group, Incorporated of Chicago, Illinois for design engineering services for the 2024 Water Main Replacement Project Contract 2 in the not-to-exceed amount of \$74,272.

ATTACHMENTS:

- Ciorba Proposal

November 20, 2023

Mr. George S. Ruppert, P.E.
Village Engineer
Village of Palatine
148 W. Illinois Avenue
Palatine, Illinois 60067

**Subject: 2024 Water Main Improvements - Contract 2 - N Wilke Road
Proposal for Design Engineering Services**

Dear Mr. Ruppert:

Per your request, Ciorba Group, Inc. has prepared a proposal for **Design Engineering Services for the 2024 Water Main Improvements - Contract 2 - N Wilke Road**. Our Scope of Services is defined in attached Agreement and Exhibits, which we understand to include the following:

- Attend meetings and coordinate with Village staff;
- Perform topographic survey and preparation of base sheets;
- Perform soil borings at 500' intervals.
- Coordinate with utilities;
- Develop preliminary and final design plans, specifications, and cost estimates;
- Prepare and submit permit applications;
- Assist with the advertisement and bidding process.

The engineering fee for the design phase is not to exceed **\$74,271.96**. Actual time on the project will be invoiced. A breakdown of the fee is included in the attached Agreement and Exhibits.

Fees in this proposal shall remain fixed until December 31, 2024. Should you have any questions please contact me at 773-892-9795. We appreciate the opportunity of submitting this proposal to the Village on this important public improvement project.

Sincerely,

CIORBA GROUP, INC.



Luke Mattson, P.E.
Water Resources Project Manager

Enclosures: Agreement
Exhibit A - Scope of Services
Exhibit B - Fee Breakdown
Exhibit C - Project Schedule

Agreement for Engineering Services Village of Palatine 2024 Water Main Improvements - Contract 2 - N Wilke Road Ciorba Project Number 21794.00

This AGREEMENT, made effective this _____ day of _____, 20____ by and between the Village of Palatine (hereinafter referred to as the "CLIENT"), 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 certain engineering services as set forth below in Exhibit A in connection with the 2024 Water Main Improvements - Contract 2 - N Wilke Road

(hereinafter referred to as the "PROJECT") as detailed in the attached scope of work.

NOW THEREFORE, the CLIENT 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 state law 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 represents 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 representation shall survive until time of completion of the project.
3. CIORBA agrees to perform certain enumerated services in connection with the PROJECT hereinafter stated as described in EXHIBIT A—SCOPE OF SERVICES.
4. The work shall commence within five (5) days of receiving written authorization to proceed from the CLIENT. Services shall be completed in accordance with the PROJECT SCHEDULE shown in EXHIBIT C. Time to complete the services excludes from consideration periods of delay caused by CLIENT, circumstances beyond the control of CIORBA and, if applicable, review time by any necessary State and Federal agencies.

5. 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 Accident
Employer's Liability	\$500,000 Each Occurrence
Worker's Compensation	Per Statutory Amount

6. CIORBA shall file with the CLIENT a Certificate of Insurance showing complete coverage of all insurance being furnished, signed by the insurance companies or their authorized agents.

CIORBA shall name the CLIENT as an additional insured for general liability and automotive liability for limits stated above and per its insurers' standard additional insured endorsements. CIORBA shall require all of its subcontractors and subconsultants to carry insurance in the amounts stated above. Additional insured endorsements shall be attached to the Certificate of Insurance.

7. CLIENT agrees to maintain its own General Liability, Automotive Liability, Employer's Liability with amounts no less than that shown for CIORBA. CLIENT also agrees to maintain Workers Compensation insurance with statutory limits. CLIENT agrees to require its other consultants and contractors to maintain similar coverage.
8. CIORBA shall perform its services consistent with the prevailing practices and customs of like firms performing similar services.
9. All plans and other documents furnished by CIORBA pursuant to this AGREEMENT will be endorsed by CIORBA and show the requisite professional seal where such is required by law.

Basic Agreements of the Client

1. The CLIENT'S and CIORBA'S designated representatives for this project shall be:

CLIENT	
Name:	George Ruppert
Title:	Village Engineer
Email:	GRuppert@palatine.il.us
Phone:	847-202-6963
Address:	148 W. Illinois Avenue, Palatine, IL 60067

CIORBA	
Name:	Luke Mattson
Title:	Project Manager
Email:	lmattson@ciorba.com
Phone:	773-892-9795
Address:	8725 W Higgins Rd, Suite 600 Chicago, IL 60631

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 CLIENT will pay CIORBA for the performance of the contract as indicated in Exhibit B - PROJECT FEE:
- 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 (DLM) of 3.0 to cover profit, overhead, payroll burden and fringe benefits, plus direct costs.
 - Direct costs are travel, shipping, and other out-of-pocket company expenses as well as outside costs. Direct costs will be reimbursed to CIORBA at their cost with no additional service charge.
 - The upper limit of compensation shall not exceed \$ 74,271.96 and is detailed in Exhibit B.
 - If the CLIENT identifies an item in the invoice which appears to be in error, the CLIENT may withhold the payment for that but shall pay the balance of the invoiced amount and provide CIORBA with a statement concerning the questioned item. Alternatively, the CLIENT 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.
3. The CLIENT 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 CLIENT or CLIENT other consultants. CIORBA shall not be responsible for the negligent acts or omissions of the CLIENT 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 CLIENT agrees that, should the CLIENT require Extra Work, the CLIENT will pay CIORBA for such Extra Work. Extra Work is defined as any engineering services required beyond the Scope of Services identified in the BASIC AGREEMENTS OF CIORBA. Extra Work shall not commence

until written authorization is received from the CLIENT. Extra Work will be paid on the basis of "Actual Cost" being defined in paragraph 2. of the BASIC AGREEMENTS OF THE CLIENT. The compensation for these changes could be limited to an amount mutually agreed to by the CLIENT and CIORBA. Extra Work will be paid on the basis of the "Actual Cost" being defined in paragraph 2. of the BASIC AGREEMENTS OF THE CLIENT.

5. Notwithstanding the foregoing, should CIORBA receive subpoenas or be subject to court orders arising from the Work, CIORBA shall upon notice to the CLIENT be compensated for compliance with said subpoenas or orders by CLIENT at CIORBA'S then prevailing hourly rates.
6. That, should the CLIENT require changes in any of the detailed reports, studies or estimates after they have been approved by the CLIENT, the CLIENT will pay CIORBA for such changes on the basis of the "Actual Cost" being defined in paragraph 2. of the BASIC AGREEMENTS OF THE CLIENT and calculated at CIORBA's then prevailing hourly rates. The compensation for these changes could be limited to an amount mutually agreed to by the CLIENT and CIORBA.

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 CLIENT and CIORBA.
2. The CLIENT and CIORBA each bind themselves and their partners, successors, executors, administrators and assign 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 CLIENT 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 CLIENT and CIORBA. No third-party beneficiaries are created by this AGREEMENT.
3. Copies of tracings, plans, reports, estimates, maps, survey notes, computations, electronic data files and other documents prepared by CIORBA in accordance with this AGREEMENT shall upon request be delivered to the CLIENT 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 CLIENT. 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. Further, CLIENT agrees it shall not assign or transfer this Agreement except upon the written consent of CIORBA. Any such consent by CIORBA shall not be construed to relieve CLIENT of the obligations hereunder.
5. CIORBA assumes no responsibility for the detection or removal of any hazardous substances or archeological finds found at the job site.
6. Any difference between CIORBA and the CLIENT 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 CLIENT and a third member appointed by the two other members.
7. LIMITATIONS - Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of substantial completion of construction for acts or failures to act occurring prior to substantial completion or the date of issuance of the final Certificate of Payment for acts or failures to act occurring after substantial completion.
8. This AGREEMENT may be terminated by the CLIENT upon giving notice in writing to CIORBA at the address indicated in this agreement. Upon such termination, and upon payment in full to CIORBA, CIORBA shall cause to be delivered to the CLIENT all surveys, permits, agreements, reports, drawings, partial and completed estimates and data, if any, from soil survey and subsurface investigations, with the understanding that all such material becomes the property of the CLIENT subject to CIORBA retaining all intellectual property rights including common law, statutory, copyright, and other reserved rights in the instruments of service.
9. The CLIENT 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 CLIENT shall reimburse CIORBA for their actual costs, incurred up to the time they are notified in writing of such abandonment or termination, Actual Cost being defined in paragraph 2. Under "BASIC AGREEMENTS OF THE CLIENT".

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 CLIENT 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 CLIENT 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 CLIENT 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 CLIENT 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 CLIENT 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 CLIENT 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 CLIENT'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.
12. The CLIENT 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.
13. 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.

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

Executed by the:

Village of Palatine of the State of Illinois, acting by and
through its Village Council

By: _____

Attest: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Ciorba Group, Inc.

By: Salvatore Di Bernardo

Attest: M. Anthony Wolff

Name: Salvatore Di Bernardo

Name: M. Anthony Wolff

Title: CEO and President

Title: Vice President - Water Resources

Date: 11/20/2023

Date: 11/20/2023

Attachment: Ciorba Proposal (2024 Water Main Replacement Design - Contract 2)

EXHIBIT A—SCOPE OF SERVICES

Attachment: Ciorba Proposal (2024 Water Main Replacement Design - Contract 2)

Exhibit A - Scope of Services

2024 WATER MAIN IMPROVEMENTS - CONTRACT 2 - N WILKE ROAD

1. **General** - The scope of the design work includes the replacement of existing water main with 8" water main, associated appurtenances (valves, hydrants, etc.), water services, and removals / restoration of the work directly impacted by the water main improvements. Locations include:

N. Wilke Rd. (E. Anderson Dr. - E. Palatine Rd.):	2,250 feet
<u>E. Palatine Rd. (S. Belle Ave Extended. - N. Wilke Rd.):</u>	<u>950 feet</u>
Total:	3,200 feet

2. **Meetings, Data Collection and Coordination** - Ciorba Group will attend an initial kick off meeting with the Village to review the proposed scope of improvements, engineering parameters, and project schedule. Electronic copies of standard Village specifications, contract conditions and details will be requested at this meeting. Also at the initial meeting, public utility atlases will be obtained and discussions held with Public Works on the location of any known problem areas. Other meetings will be scheduled with the Village for the preliminary, prefinal and final plan submittals or as needed to discuss design issues.
3. **Topographic Survey and Base Sheet Preparation** - Full horizontal and vertical topographic survey will be completed for the entire project length with work beginning soon after Notice to Proceed is received from the Village. Survey tasks will include setting horizontal and vertical control and obtaining utility information such as manhole invert elevations and conditions. Collecting storm sewer and sanitary sewer manhole inverts will be important to identify potential conflicts with the proposed water main. A tree survey of all trees with a diameter over 6-inches, will also be surveyed. Besides obtaining the topographic features in the project area, the survey will establish the centerline alignment of the existing pavement. As directed by the Village, the street right of way can also be established to show its relationship with the existing pavement.

Once the survey is completed, the topographic data will be used to develop base sheets for the design plan preparation. A Digital Terrain model will also be developed to create an existing ground profile over the water main.
4. **Geotechnical Analysis** - Ciorba Group's subconsultant Soil and Material Consultants (SMC) will obtain geotechnical soil borings with pH sampling at 500-foot intervals along the project for the Village's use in preparing an LPC-662 form (source site certification by owner or operator). This certification will be made part of the bid documents to inform the bidding contractors of the existing soil conditions as they relate to CCDD.
5. **Utility Coordination** - Ciorba will obtain atlases from private utility companies once the Notice to Proceed is received from the Village. This information will be added onto our base sheets with the drafted topographic survey data. A critical item is to identify any private utility adjustments or relocations as soon as possible. During design, the staff will identify any potential conflicts so that the utility company can be contacted

immediately to verify the conflict. Utility coordination will go beyond contacting the various companies about potential adjustments of their facilities. Once verified, we will request the private utility company develop a schedule for the adjustment or relocation to avoid delaying the start of construction. We will also discuss with utility companies any known future improvements planned for the project area so that the work can be coordinated with the watermain construction.

6. **Preliminary Plans, Specifications, and Cost Estimates (60%)** - Ciorba Group will prepare preliminary plans, specifications and cost estimates. The plans will include but are not limited to: Title Sheet; General Notes; Summary of Quantities; Typical Sections; Alignment, Ties and Benchmarks; Existing Conditions and Removal Items; Proposed Water Main Plan and Profile; Maintenance of Traffic Plans and Details; Erosion and Sediment Control Plans; Special Details; and Restoration Plans.

All specifications will conform to the Standard Specifications for Water and Sewer Construction in Illinois, IDOT Standard Specifications for Road and Bridge Construction, and Village of Palatine requirements. Special Provisions will be prepared for pay items not addressed by either Standard Specifications. A Status of Utilities will be included in the specifications. An Estimate of Time and an Estimate of Cost will be prepared for submittal.

Before preliminary PS&E are submitted to the Village, a QC/QA Engineer not associated with the project's day to day work efforts will review the documents in accordance with the established QC/QA Plan.

7. **Permits** - Once the preliminary plans and specifications have been developed, Ciorba will submit permit applications to the necessary regulatory agencies. This includes a submittal to the IEPA for a water construction permit and IDOT Utility Permit. We will also coordinate with the Illinois Historic Preservation Agency (IHPA) for any potential historic or cultural concerns.
8. **Final Plans, Specifications, and Cost Estimates (100%)** -The PS&E will be revised per Village comments on the preliminary documents. After a last QC/QA review, the final PS&E will be submitted to the Village for bid letting review. Final last minute adjustments will be made to the documents if required by the Village. Copies of the final PS&E will be submitted in the numbers required by the Village for bidding.
9. **Bidding Assistance** - Ciorba will assist the Village with the advertisement and bidding process. Prior to the Village advertising for bids, Ciorba will assist the Village in identifying qualified contractors in the area to perform the work. Ciorba will remain available to answer any questions from bidders. If any questions raised result in the need for an addendum, Ciorba will prepare and issue the addendum in cooperation with the Village. Finally, once bids are received, Ciorba will assist the Village with review of the bids and identifying the lowest qualified bidder.
10. **Deliverables** - Deliverables will be 5 hard copy sets of 11" x 17" plans, specifications and cost estimates and a digital CD copy.

EXHIBIT B—ENGINEERING FEE

Attachment: Ciorba Proposal (2024 Water Main Replacement Design - Contract 2)

Exhibit B - Fee Summary

Ciorba Group proposes the following fees to complete **Design Phase** of the 2024 Water Main Improvement Project, including approximately 3,200 feet of 8” water main at the following locations:

N. Wilke Rd. (E. Anderson Dr. - E. Palatine Rd.):	2,250 feet
E. Palatine Rd. (S. Belle Ave Extended. - N. Wilke Rd):	950 feet

Design Engineering

Ciorba Labor & Overhead Costs:	\$ 69,751.96
Ciorba In-House Direct Costs:	\$ 520.00
<u>Soil Borings / CCDD Sampling (SMC):</u>	<u>\$ 4,000.00</u>
Total Design Engineering Fee:	\$ 74,271.96

The design fee soil borings and soil pH sampling at 500-foot intervals for the preparation of an LPC-662 package to be provided to the contractors bidding the project for CCDD purposes.

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

Attachment: Ciorba Proposal (2024 Water Main Replacement Design - Contract 2)

Activity		Grand Total	Water Resources Manager QC/QA	Project Manager / Engineer	Senior Engineer	Engineer II	Engineer I	Senior Technician
TOTAL		432	16	95	153	92	12	64
1.	Meetings, Data Collection & Coordination	Task Total:	18	8	10			
	0100 Meetings	Meetings	10	4	6			
		Meetings with Owner (Water Resources) (# mtg x # hrs/mtg x # of staff)	8	4	4			
		Meeting Minutes (2 mtg x 1 hr/mtg minutes)	2		2			
	0120 Coordination	Subtotal:	8	4	4			
		Coordination with Owner and Owner Reps	4	4				
		Coordination with Utilities	4		4			
2.	Survey	Task Total:	76				12	64
	0210 Field Survey	Subtotal:	64				12	52
		Horizontal Topography	64				12	52
	0220 Process Survey	Subtotal:	12					12
		Base Sheet Development	12					12
3.	Water Resources	Task Total:	216	32	112	72		
	0350 Water Main System	Subtotal:	188	26	98	64		
		Conflict Investigation (Utilities)	14	2	10	2		
		Water Main Design	54	14	26	14		
		Water Service Design	6		6			
		Water Main Plan and Profile Sheets	50	4	26	20		
		Water Main Details	12	2	6	4		
		Concrete / Asphalt Restoration Design	24	2	12	10		
		Erosion Control & Landscaping Plans	24	2	12	10		
		Water System Report	4			4		
	0360 Permits	Subtotal:	28	6	14	8		
		Permit - IDOT	16	4	8	4		
		Permit - IEPA (Water)	12	2	6	4		
5.	Engineering Studies/Plans	Task Total:	46	11	21	14		
	0560 Contract Plans	Subtotal:	46	11	21	14		
		Title Sheet	2	1	1			
		General Notes	2		2			
		Summary of Quantities	4		2	2		
		Plan Revisions	24	4	12	8		
		Disposition of Comments	14	6	4	4		
7.	Quantity, Specifications & Estimates	Task Total:	48	32	10	6		
	0700 Quantity, Specifications and Estimates	Subtotal:	48	32	10	6		
		Quantity Calculations (Water Resources)	26	10	10	6		
		Specifications (Water Resources)	12	12				
		Estimate of Time	4	4				
		Estimate of Cost	6	6				
8.	Construction Engineering / Administration	Task Total:	4	4				
	0840 Construction Assistance	Subtotal:	4	4				
		Assistance During Bidding	4	4				
9.	QC / QA	Task Total:	8	8				
	0900 QC / QA	Subtotal:	8	8				
		Water Resources QC/QA	8	8				
10.	Project Management & Administration	Task Total:	16	8	8			
	1000 Project Management & Administration	Subtotal:	16	8	8			
		Project Administration	8	8				
		Project Management	8	8				

Cost Estimate of
Consultant Services
(Direct Labor Multiple)

Firm Ciorba Group, Inc

Date 11/20/23

ITEM	MANHOURS	PAYROLL	(3+R) TIMES PAYROLL	DIRECT COSTS	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
	(A)	(B)	(C)	(D)	(E)	(C+D+E)	
Meetings, Data Collection & Coordination	18	\$ 1,090.17	\$ 3,270.50	\$ -		\$ 3,270.50	4%
Survey	76	\$ 3,560.06	\$ 10,680.19	\$ 520.00		\$ 11,200.19	15%
Water Resources	216	\$ 10,578.59	\$ 31,735.78	\$ -		\$ 31,735.78	43%
Engineering Studies/Plans	46	\$ 2,389.12	\$ 7,167.37	\$ -		\$ 7,167.37	10%
Quantity, Specifications & Estimates	48	\$ 3,178.05	\$ 9,534.14	\$ -		\$ 9,534.14	13%
Construction Engineering / Administration	4	\$ 308.86	\$ 926.59	\$ -		\$ 926.59	1%
QC / QA	8	\$ 764.03	\$ 2,292.10	\$ -		\$ 2,292.10	3%
Project Management & Administration	16	\$ 1,381.76	\$ 4,145.28	\$ -		\$ 4,145.28	6%
Soil and Material Consultants					\$ 4,000.00	\$ 4,000.00	5%
TOTALS	432	\$ 23,250.65	\$ 69,751.96	\$ 520.00	\$ 4,000.00	\$ 74,271.96	100%

Attachment: Ciorba Proposal (2024 Water Main Replacement Design - Contract 2)

DIRECT COSTS SUMMARY

Survey					
Description	Unit	Unit Cost		Quantity	
				Extended Cost	
Vehicle (day)	day	\$	65.00	8	\$ 520.00
				\$ 520.00	Total

EXHIBIT C –SCHEDULE

Attachment: Ciorba Proposal (2024 Water Main Replacement Design - Contract 2)

EXHIBIT C - PROJECT SCHEDULE

This proposal is based upon the following assumed schedule:

TASK NAME	START	FINISH
DESIGN ENGINEERING	12/04/2023	3/15/2024
Kickoff Meeting	12/04/2023	
Survey	12/11/2023	12/15/2023
Preliminary Design	12/18/2023	01/19/2023
Preliminary Design Submittal	01/19/2023	
Village Review of Preliminary Design	01/22/2023	01/26/2023
Prefinal Design	01/29/2023	2/23/2024
Prefinal Design Submittal	2/23/2024	
Village Review of Prefinal Design	2/26/2024	3/1/2024
Final Design	3/4/2024	3/15/2024
Final Design Submittal	3/15/2024	
PERMITTING	2/23/2024	4/15/2024
Permit Submittals (IDOT, IEPA)	2/23/2024	
Agency Review and Approval	2/26/2024	4/15/2024
BIDDING AND AWARD	3/17/2024	4/15/2024
Advertise for Bid	3/17/2024	
Bidding Period	3/17/2024	4/8/2024
Bid Opening	4/8/2024	
Village Board Approval	4/15/2024	

Consider a Motion Authorizing the Village Manger to Execute a Proposal for Design Engineering Services for the Rehabilitation of Michigan Avenue and Brockway Street

BACKGROUND:

Michigan Avenue, from Cedar Street to Plum Grove Road, and Brockway Street, from Gilbert Road to Illinois Avenue, are scheduled to be rehabilitated next year using Illinois Department of Commerce & Economic Opportunity (DCEO) grant funds as well as an appropriation within the soon to be approved 2024 Capital Investment Plan.

KEY ISSUES:

- Over 300 man-hours of specialized professional services are expected to meet documentation, material inspection, and reporting requirements associated with this project.
- The scope of services includes: a topographic survey of the existing site; pavement cores to verify pavement thickness; soil sampling to screen for the presence of volatile organic vapors; and preparation of final engineering plans, specifications, cost estimate and bidding documents.
- Gewalt Hamilton is recommended based upon a qualification-based selection process. They completed design for the reconstruction of Lilac in 2023 with little to no complaints from staff or the general public in their performance.

ALTERNATIVES:

1. Authorize the Village Manager to execute the proposal from Gewalt Hamilton Associates, Incorporated.
2. Refer back to Staff with comments.

RECOMMENDATION:

Staff recommends authorizing the Village Manager to execute the proposal from Gewalt Hamilton Associates, Incorporated for design engineering services for the rehabilitation of Michigan Avenue and Brockway Street in the not-to-exceed amount of \$59,824.

BUDGET IMPACT:

Funding is included in the Capital Improvement Program from project savings to accommodate these services.

ACTION REQUIRED:

Motion to authorize the Village Manager to execute the proposal from Gewalt Hamilton Associates, Incorporated of Vernon Hills, Illinois for design engineering services for the rehabilitation of Michigan Avenue and Brockway Street in the not-to-exceed amount of \$59,824.

ATTACHMENTS:

- GHA Proposal

November 17, 2023

Mr. George S. Ruppert, P.E.
 Village Engineer
 Village of Palatine
 148 W. Illinois Avenue
 Palatine, IL 60067

Re: Proposal for Engineering Services
 W. Michigan Avenue & S. Brockway Street Reconstruction Engineering Design
 Palatine, Illinois
 GHA Proposal No. 2023.M076

Dear Mr. Ruppert:

Thank you for requesting a proposal from Gewalt Hamilton Associates, Inc. (GHA) to provide engineering services to the Village of Palatine (Client). Based on our understanding of this project, we submit the following for your review and acceptance:

I. Project Understanding

The Project is generally defined as providing topographic survey, design engineering services, and preparation of contract bid documents for the reconstruction of approximately 4,100 total feet of roadway along W. Michigan Avenue & S. Brockway Street in the Village of Palatine, IL. Planned reconstruction work generally includes new curb & gutter installation throughout the project limits, roadway excavation & reconstruction, HMA paving improvements, sidewalk and driveway apron removal & replacement, and site restoration. The existing pavement sections are assumed to generally consist of aggregate base course with asphalt overlays of various thicknesses throughout of the project limits.

It is our current understanding that MFT (Motor Fuel Tax) or Rebuild Illinois (RBI) revenue will may be utilized for this work and submittal to IDOT could be required. We anticipate following the IDOT MFT Local Roads design preparation process, utilizing IDOT Local Roads front end contract documents, which will be handled by GHA. Bidding will be locally let and will be handled by the Village.

The following project approach is based on our discussions with the Client and our experience with similar projects. As such, GHA proposes to provide civil engineering services to include the following:

II. Scope of Services

A. Project Initiation, Coordination, and Data Collection

Coordination with Village Staff and stakeholders to discuss all specific areas of concern will be key to implementing a successful project. The following tasks are anticipated during this phase of the project.

1. Representatives from GHA will attend a kick-off meeting with Village staff prior to commencing field data collection services.
2. GHA will collect and review all available data provided by the Village and others, for possible inclusion into the current design effort.
3. GHA will prepare an existing conditions topographic survey and ROW survey for the project limits in accordance with the Village of Palatine and IDOT standards. Horizontal coordinates shall be

referenced to the State Plane Coordinate System, Illinois East Zone, NAD83 adjustment. Vertical elevations shall be referenced to the North American Vertical Datum of 1988 (NAVD88). All units shall be U.S. Survey feet and decimal parts thereof.

Topographic and ROW survey limits will encompass approximately 4,100 lineal feet of roadway along the routes W. Michigan Avenue and S. Brockway Street within the Village. The survey will extend approximately 50 feet beyond the far side of intersections at all roadway termini, and 10-15 feet past the existing ROW along the entire project limits.

Our topographic survey will include the following tasks:

- Coordinate with private utility companies to obtain the most recent copies of available atlases for inclusion into our survey and to confirm JULIE locations.
- Include the location, size and inverts of all visible drainage structures, cross culverts, drive and street culvert structures with flow directions.
- Identify all visible/substantial site improvements including pavement, pavement markings, driveways, fences, walls, buildings, sidewalks, traffic signals, etc.
- Identify the location and size of vegetation and landscaping elements, including locating all trees 6" and greater caliber.
- Identify the visible utilities, sanitary and storm manholes, catch basins, inlets and water valves (Design JULIE) in the project area.
- Obtain existing, available plats.
- Locate and survey sufficient property monumentation in the project area to reasonably confirm the position of the property lines within the project limits.

B. Pre-Final Plans and Specifications

1. Following our data review and repair assessments, GHA will begin the development of the preliminary contract documents and project specifications. GHA will prepare preliminary engineering documents that will be submitted to the Village of for review. The drawings shall be full size (22" x 34"), fully legible when reduced to 1/4 size (11" x 17"), and will generally contain the following information:
 - Existing conditions.
 - Geometrics of proposed road layout.
 - Existing right-of-way and individual lot property lines.
 - Approximate location of existing and design location of proposed utilities.
 - Proposed road profile and typical road pavement sections based on IDOT standards and applicable Village standard details.

Plan and profiles, along with cross-sections at all driveways, intersections, and 50-foot station intervals, will be prepared for the anticipated utility and roadway improvements. It is anticipated that any existing storm sewer trunk system will be utilized in the drainage improvements and supplemented as necessary to provide for the roadway system drainage. Based on our knowledge of this portion of the neighborhood, more extensive storm sewer installations likely will not be required, but will be only added as needed for overall system functionality.

2. Typical cross-sections, details, and summary tables will be created as needed to provide the contractor with sufficient information for bidding. We will prepare the necessary documents utilizing our standard IDOT Local Roads Motor Fuel Tax (MFT) format, and submit to the Village for review.
3. As part of this work, preliminary EOPC estimates will be prepared to assist in the final design decisions.

C. Final Document Preparation and Cost Estimating

1. GHA will submit the approximate 75% complete set to the Village for review, and will incorporate comments received after meeting with the Village. The completion of the final contract documents will generally include plan and profile/cross-sections, typical pavement sections, estimated quantities, limits of pavement resurfacing, vegetation removal, etc.
2. The specification and contract bidding booklet will be prepared for all work items in accordance with the IDOT Standard Specifications for Road and Bridge Construction, as well as the Village's requirements.
3. Based on the final contract documents and project specifications, GHA will develop a final construction budget/EOPC (Engineer Opinion of Probable Cost) utilizing the estimated quantities, our internal database of unit rates from similar recent projects, market conditions, and other factors. This budget will be submitted to the Village Engineering Department for review.

D. Project Management, Permitting and Design Meetings

1. Representatives from GHA will attend progress meetings with Village staff at the conceptual layout stage, as well as the 75% and 100% completion submittals (3 meetings).
2. When the project has been approved by the Engineering Department it will be advertised for bid through the local newspaper, along with Village and GHA websites. GHA will prepare and distribute contract documents from our office and will manage and respond to all technical inquiries regarding the project. A GHA representative will attend the public bid opening and will provide assistance to the Engineering Department.
3. GHA will tabulate the bids and summarize the information for a preliminary verbal response within 24 hours, notifying the Village of the lowest responsible bidder.
4. As necessary, we will confirm contractor references and evaluate any bidding discrepancies. A written recommendation will then be prepared and submitted for approval by the Village Board.

E. Material Testing Services

GHA will coordinate with the geotechnical engineer (as necessary) and Village staff to complete the soil and pavement evaluation. It is currently anticipated that up to 8 soil borings and pavement cores will be obtained throughout the project limits. The planned depth of boring will be approximately 3 FT. This depth allows for a good understanding of the underlying soil conditions to be obtained, which allows for proper design considerations to be made.

GHA has included an estimated allowance of \$2,500.00 for soil boring/pavement coring services, and will retain a qualified firm directly.

F. CCDD Investigation

GHA will coordinate with the Environmental CCDD Soils Consultant (as necessary) and Village staff to coordinate the evaluation of compliance to the IEPA Clean Construction & Demolition Debris (CCDD) Requirements.

In general, the CCDD Compliance work will include:

- An area-wide Preliminary Environmental Site Assessment, including environmental records search and site walk;
- Collection of soil samples throughout the project limits. More frequent sampling allows for tighter control of unknown materials, should they be encountered;
- Analysis of soil samples for VOC, SVOCs and PNAs (as deemed necessary);

- Preparation of a summary report (documentation of assessment and soil sampling for LPC-663 form);
- Preparation and execution of the necessary LPC-663 forms.

Due to the nature of the improvements and the residential setting, it is anticipated there will be no significant issues discovered during this work. However, we believe it is prudent to engage in this activity during the design phase, when potential issues may still be addressed and/or incorporated into the final contract.

GHA has included an estimated allowance of \$4,000.00 for Clean Construction Demolition Debris (CCDD) compliance assessment/testing will retain a qualified firm directly.

III. Compensation for Services

GHA proposes to provide the above services on a time-and-materials (T&M) basis for a not-to-exceed (NTE) fee of \$59,824.00. All services, including any additional services or meetings requested and authorized by the Client, will be billed on a T&M basis at our standard current rates. All rates are based on the anticipated staff assignments for this project. Other staff may be utilized with different rates than those currently anticipated and will be billed accordingly as necessary.

Reimbursable expenses, including items such as printing, messenger service, mileage, etc., have been included in the above fee and will be billed directly to the Client.

Statements of GHA charges made against a project are submitted to clients every four weeks. This permits the client to review the status of the work in progress and the charges incurred.

IV. Notes, Clarifications and Assumptions

1. Only those meetings identified are included. Additional meetings will be billed on time-and-materials (T&M) basis.
2. This proposal does not include wetland delineations or permitting.
3. Our construction specifications will reference the "Standard Specifications for Road and Bridge Construction", latest edition, adopted by the Illinois Department of Transportation.
4. All work will be performed on a time and material basis, in accordance with the total estimated fees as detailed above.
5. Our estimated fees assume that all street improvements will be designed in the next 3-4 months under a single engineering contract. An increase or reduction to the scope of the project may require adjustments to our fees.
6. We assume the Client will supply GHA with all available copies of previous surveys and property boundary information to confirm our field data collection efforts. Our survey tasks do not include Plat of Survey work. All work will be completed within existing rights-of-way.
7. The Client will be responsible for all bid advertising costs.
8. Plan sheets shall be 22" x 34".
9. No construction layout or construction engineering services are included.
10. Any permitting or application fees associated with the proposed work will be paid for by the Client, and are not included in our fees.
11. Any services requested by the Client but not expressly identified within *II. Scope of Services* will be provided for an additional fee or under a separate proposal.
12. The Village will be responsible for CDBG fund paperwork processing. GHA will provide assistance to the Village.

V. General Conditions

The delineated services provided by GHA under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

GHA shall not have control of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for job site safety measures. Such control is the sole responsibility of the Client's contractor.

The Client, and not GHA, is responsible for ensuring that the contractor implements the Storm Water Pollution Prevention Plan (SWPPP), including maintenance and/or repair of soil erosion and sediment control measures for compliance with the General NPDES Permit for Storm Water Discharges from Construction Site Activities. GHA assumes no liability for any actions by the Illinois Environmental Protection Agency (IEPA) resulting from the contractor's failure to comply with SWPPP or the requirements of the General Permit.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

This Agreement, including all subparts and Attachment A, which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

We appreciate the opportunity to once again offer support to the Village of Palatine. Should you have any questions, please do not hesitate to contact me. If acceptable, please sign below indicating your acceptance of this proposal in its entirety.

Sincerely,
Gewalt Hamilton Associates, Inc.



John R. Briggs, P.E.
Senior Engineer.
jbriggs@gha-engineers.com

ACCEPTED BY:
Village of Palatine

Signature

Reid Ottesen Village Manager
Printed Name and Title

Date

Encl.: Attachment A

1. Standard of Care. The services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be reasonable performed consistent with the generally accepted standard of care for the Scope of Basic Services called for herein at the time when and place where the services are provided. GHA will use reasonable care to comply with applicable codes and laws in effect at the time services are provided.

2. Duration of Proposal. The terms of this Agreement are subject to renegotiation if not accepted within 60 calendar days of the date indicated on this Agreement. Requests for extension beyond 60 calendar days shall be made in writing prior to the expiration date. The fees and terms of this Agreement shall remain in full force and effect for one year from the date of acceptance of this Agreement, and shall be subject to revision at that time, or any time thereafter if GHA gives written notice to the other party at least 60 calendar days prior to the requested date of revision. In the event that the parties fail to agree on the new rates or other revisions, either party may terminate the Agreement as provided for herein.

3. Client Information. Client shall provide GHA with all project criteria and full information for its Scope of Basic Services. GHA may rely, without liability, on the accuracy and completeness of the information Client provides, including that of its other consultant contractors and subcontractors, without independently verifying that information.

4. Payment. Payments are due within 30 calendar days after a statement is rendered. Statements not paid within 60 calendar days after the end of the calendar month when the statement is rendered will bear interest at the rate of one percent (1.0%) per month until paid. This provision for the payment of interest shall not be construed as authorization to pay late. Failure of the Client to make payments when due shall, in GHA's sole discretion, be cause for suspension of services without breach or termination of this agreement. Upon notification of suspension of services, Client shall pay in full all outstanding invoices within 7 calendar days. Client's failure to make such payment to GHA shall constitute a material breach of the Agreement and shall be cause for termination by GHA. GHA shall be entitled to reimbursement of all costs actually incurred by GHA in collecting overdue accounts under this Agreement, including, without limitation, attorney's fees and costs. GHA shall have no liability for any claims or damages arising from either suspension or termination of the Agreement due to Client's breach. The Client's obligation to pay for GHA's services is in no way dependent upon the Client's ability to obtain financing, rezoning, payment from a third party, approval of governmental or regulatory agencies or the Client's completion of the project.

5. Instruments of Service. The Client acknowledges GHA's plans and specifications, including field data, notes, calculations, and all documents or electronic data, are instruments of service. GHA shall retain ownership rights over all original documents and instruments of service. All instruments of service provided by GHA shall be reviewed by Client within 10 calendar days of receipt. Any deficiencies, errors, or omissions the Client discovers during this period will be reported to GHA and will be corrected as part of GHA's Basic Services. Failure to provide such notice shall constitute a waiver. The Client shall not reuse or make, or permit to be made, any modifications to the instruments of service without the prior written authorization of GHA. The Client waives all claims against GHA arising from any reuse or modification of the instruments of service not authorized by GHA. The Client agrees, to the fullest extent permitted by law, to defend and indemnify and hold GHA harmless from any liability, damage, or cost, including attorneys' fees, arising from the unauthorized reuse or modification of the instruments of service by any person or entity. The parties agree that if elements of the Scope of Basic Services identified in this Agreement are reduced and/or eliminated by Client, then Client waives, releases and holds GHA harmless from all claims or damages arising from those reduced and/or eliminated services. If GHA's Scope of Basic Services does not include construction administration phase services, Client assumes responsibility for interpretation of the instruments of service and construction observation, and waives all claims against GHA for any act, omission or event connected thereto. Unless included in GHA's Scope of Basic Services, GHA shall not be liable for coordination with the services of Client's other design professionals.

6. Electronic Files. The Client acknowledges that differences may exist between the electronic files delivered and the print instruments of service. In the event of a conflict between the signed / sealed printed instruments of service prepared by GHA and the electronic files, the signed / sealed instruments of service shall control. GHA's electronic files shall be prepared in the current software GHA uses and will follow GHA's standard formatting unless the Scope of Basic Services requires otherwise. Client accepts that GHA makes no warranty that its software will be compatible with other systems or software.

7. Applicable Codes. The Client acknowledges that applicable laws, codes and regulations may be subject to various, and possibly contradictory, interpretations. Client accepts that GHA does not warrant or guarantee that the Client's project will comply with interpretations of applicable laws, codes, and regulations as they may be interpreted to the project. Client agrees that GHA shall not be responsible for added project costs, delay damages, or schedule changes arising from unreasonable or unexpected interpretations of the laws, codes, or regulations applied to the project, nor for changes required by the permitting authorities due to changes in the law that became effective after completion of GHA's instruments of service. Client shall compensate GHA for additional fees required to revise the instruments of service to comply with such interpretations. Client shall also compensate GHA for additional fees required to revise the instruments of service if Client changes the project scope after GHA's completion of its instruments of service.

8. Utilities and Soils. When the instruments of service include information pertaining to the location of underground utility facilities or soils, such information represents only the opinion of the engineer as to the possible locations. This information may be obtained from visible surface evidence, utility company records or soil borings performed by others, and is not represented to be the exact location or nature of these utilities or soils in the field. Client agrees that GHA may reasonably rely on the accuracy and completeness of information furnished by third parties respecting utilities, underground conditions and soils without performing any independent verification. Contractor is solely responsible for utility locations, their markings in the field and their placement on the plans based on information they provided. Client agrees that GHA is not liable for damages resulting from utility conflicts, mistaken utility locations, unfavorable soils, and concealed or unforeseen conditions, including but not limited to added construction costs and/or project delays. If the Client wishes to obtain the services of a contractor to provide test holes and exact utility locations, GHA may incorporate that information into the design and reasonably rely upon it. If not included in the Scope of Basic Services, such work will be compensated as additional services.

9. Opinion of Probable Construction Costs. GHA's Scope of Basic Services may include the preparation of an opinion of probable construction costs. Client acknowledges that GHA has no control over the costs of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable costs, shall be made on the basis of experience and qualifications applied to the project scope contemplated by this Agreement as well as information provided by Client (the accuracy and completeness of which GHA may rely upon), and represent GHA's reasonable judgment. Client accepts that GHA does not guarantee or warrant that proposals, bids, or the actual construction costs will not vary from opinions of probable cost prepared by the Client. GHA shall not be liable for cost differentials between the bid and/or actual costs and GHA's opinion of probable construction costs. Client agrees it shall employ an independent cost estimator if, based on its sole determination, it wants more certainty respecting construction costs.

10. Contractor's Work. Client agrees that GHA does not have control or charge of and is not responsible for construction methods, techniques, sequences or procedures, or for site or worker safety measures and programs including enforcement of Federal, State and local safety requirements, in connection with construction work performed by the Client or the Client's construction contractors. GHA is not responsible for the supervision and coordination of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators, suppliers, or any of their employees, agents and representatives of such workers, or responsible for any machinery, construction equipment, or tools used and employed by contractors and subcontractors. GHA has no authority or right to stop the work. GHA may not direct or instruct the construction work in any regard. In no event shall GHA be liable for the acts or omissions of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators or suppliers, or any persons or entities performing any of the work or for failure of any of them to carry out their work as called for by the Construction Documents. The Client agrees that the Contractor is solely responsible for jobsite and worker safety and warrants that this intent shall be included in the Client's agreement with all prime contractors. The Client agrees that GHA and GHA's personnel and consultants (if any) shall be defended/indemnified by the Contractor for all claims asserted against GHA which arise out of the Contractor's or its subcontractors' negligence, errors or omissions in the performance of their work, and shall also be named as an additional insured on the Contractor's and subcontractors' general liability insurance policy. Client warrants that this intent shall be included in the Client's agreement with all prime contractors. If the responsible prime contractor's agreement fails to comply with the Client's intent then the Client agrees to assume the duty to defend and indemnify GHA for claims arising out of the Contractor's or subcontractors' negligence, errors or omissions in the performance of their work.

11. Contractor Submittals. Shop drawing and submittal reviews by GHA shall apply only to the items in the submissions that concern GHA's scope of Basic Services and only for the purpose of assessing if, upon successful incorporation in the project, they are generally consistent with the GHA's Instruments of Service. Client agrees that the Contractor is solely responsible for the submissions and for compliance with the Instruments of Service. Owner agrees that GHA's review and action in relation to the submissions does not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to jobsite or worker safety. GHA's consideration of a component does not constitute acceptance of an assembled item.

12. Hazardous Materials. Client agrees that GHA has no responsibility or liability for any hazardous or toxic materials, contaminants or pollutants.

13. Record Drawings. If required by the Scope of Basic Services, record drawings will be prepared which may include unverified information compiled and furnished by others, the accuracy and completeness of which GHA may reasonably rely upon. Client accepts that GHA shall not verify the information provided to it and agrees GHA will not be responsible for any errors or omissions in the record drawings due to incorrect or incomplete information furnished by others to GHA.

14. Disputes. Client agrees to limit GHA's total aggregate liability to the Client for GHA's alleged acts, errors or omissions to \$50,000 or the amount of GHA's paid fees for its services on the project, whichever is greater. GHA's liability to Client shall be limited to twelve months from the last invoice submitted to Client by GHA, regardless of payment by Client. GHA makes no guarantees or warranties, either expressed or implied, including any warranty of habitability or fitness for a particular purpose. The parties agree to waive all claims against the other for any and all consequential damages, including attorneys' fees. The parties agree to waive against each other all rights to claims otherwise covered by property insurance, by builder's risk insurance or by all risk insurance, including but not limited to subrogation rights regardless of whether the claims arise during or post-construction and regardless of final payment to GHA.

All disputes arising out of or relating to this Agreement shall first be negotiated between the parties. If unresolved, the dispute shall be submitted to mediation as a condition precedent to litigation. Mediation shall take place in Chicago, Illinois unless the Client and GHA mutually agree otherwise. The fees and costs of the mediator shall be apportioned equally between the parties. If mediation is unsuccessful, litigation shall be the form of dispute resolution and shall be filed in the jurisdiction where the project was pending. The controlling law shall be the law of the jurisdiction where the project was located. Client agrees that all causes of action under this Agreement shall be deemed to have accrued and all statutory limitations periods shall commence no later than the date of GHA's services being substantially completed. Client agrees that any claim against GHA arising out of this Agreement shall be asserted only against the entity and not against GHA's owners, officers, directors, shareholders, or employees, none of whom shall bear any liability and may not be subject to any claim.

15. Miscellaneous. Either Client or GHA may terminate this Agreement without penalty at any time with or without cause by giving the other party ten (10) calendar days prior written notice. The Client shall, within thirty (30) calendar days of termination pay GHA for services rendered and all costs incurred up to the date of termination in accordance with compensation provisions of this Agreement. Client shall not assign this Agreement without GHA's prior written consent. There are no third-party beneficiaries to this Agreement.

Consider a Motion to Accept Perpetual Storm Sewer Easements at 215 South Greenwood Avenue, 1050 North Deer Avenue, 37 East Cunningham Drive and 45 East Cunningham Drive

BACKGROUND:

As part of the completed 2023 Drainage Improvements Project, the storm sewer improvements over the subject properties will require permanent easements to be granted by four of the benefiting homes.

KEY ISSUES:

- Permanent easement agreements have been fully executed for 215 South Greenwood Avenue (PIN 02-23-217-003-0000), 1050 North Deer Avenue (PIN 02-09-308-004-0000), 37 East Cunningham Drive (PIN 02-11-311-015-0000) and 45 East Cunningham Drive (PIN 02-11-311-016-0000).
- Public utility easements are required by the Village of Palatine in order to accept ownership of the sewer mains.
- The easements are necessary to allow for any future maintenance or repair of the storm sewers.

ALTERNATIVES:

1. Accept the easements.
2. Do not accept the easements.

RECOMMENDATION:

Staff recommends acceptance of the perpetual easements at 215 South Greenwood Avenue, 1050 North Deer Avenue, 37 East Cunningham Drive and 45 East Cunningham Drive.

ACTION REQUIRED:

Motion to accept a grant of perpetual easements at 215 South Greenwood Avenue, 1050 North Deer Avenue, 37 East Cunningham Drive and 45 East Cunningham Drive.

ATTACHMENTS:

- Grant of Easement-215 S. Greenwood Avenue
- Grant of Easement-1050 N. Deer Avenue
- Grant of Easement-37 E. Cunningham Drive
- Grant of Easement-45 E. Cunningham Drive

GRANT OF EASEMENT

The Grantor (s)

NAME: Eunice C Stevens and Patrick M McGuire

ADDRESS: 215 South Greenwood Ave, Palatine, IL 60074

of Palatine, Cook County, Illinois, for and in consideration of Ten (\$10.00) Dollars, in hand paid, and other good and valuable consideration, HEREBY GRANT AND CONVEY unto the Grantee, the VILLAGE OF PALATINE, a municipal corporation of Cook County, Illinois, its successors and assigns, a perpetual easement for the installation, construction, use, repair, and maintenance of a Public Storm Sewer, over, and across the north 5 feet of described real estate situated in the County of Cook and the State of Illinois;

Lot 18, Block 13 in Merrill's Home Addition to Palatine, a Subdivision in the East ½ of Section 23, Township 42 North, Range 10 East of the Third Principal Meridian recorded February 20, 1926, as Document 9185524, in Cook County, Illinois.

PIN: 02-23-217-003-0000

The VILLAGE OF PALATINE agrees, at its expense, to reasonably restore the premises to their conditions as existed prior.

Grant of Easement
215 South Greenwood Avenue, Palatine, IL 60074
PIN 02-23-217-003-0000
Page 1 of 2

Attachment: Grant of Easement-215 S. Greenwood Avenue (Easements for Storm Sewers 215 S. Greenwood, 1050 N. Deer, and 37 and 45 E.

IN WITNESS WHEREOF, said Grantor (s) have caused their name (s) to be signed to these presents, this 11 day of July, 2023.

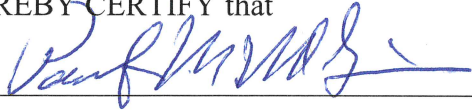
PATRICK M MCGUIRE

EUNICE C STEVENS

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, THE UNDERSIGNED, A Notary Public in and for said County, in the State aforesaid,

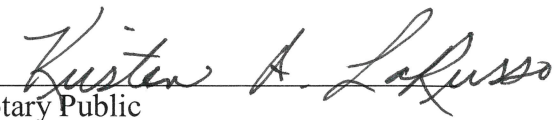
DO HEREBY CERTIFY that



Eunice C Stevens

Personally known to me to be the same person (s) whose name (s) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 11 day of July, 2023.


Notary Public

My commission expires Feb. 11, 2024, 2024.



Grant of Easement
215 South Greenwood Avenue, Palatine, IL 60074
PIN 02-23-217-003-0000
Page 2 of 2

GRANT OF EASEMENT

The Grantor (s)

NAME: SIKH RELIGIOUS SOCIETY

ADDRESS: 1050 N Deer Avenue, Palatine, Illinois,

of Palatine, Cook County, Illinois, for and in consideration of Ten (\$10.00) Dollars, in

hand paid, and other good and valuable consideration, HEREBY GRANT AND

CONVEY unto the Grantee, the VILLAGE OF PALATINE, a municipal corporation of

Cook County, Illinois, its successors and assigns, a perpetual easement for the

installation, construction, use, repair, and maintenance of a Public Storm Sewer, over and

across the West 40 feet of the North 10 feet of described real estate situated in the County

of Cook and the State of Illinois;

Lot 1, Block 17, in Percy Wilson's Forest View Highlands, a subdivision in the West 1/2 of Section 9, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 02-09-308-004-0000

The VILLAGE OF PALATINE agrees, at its expense, to reasonably restore the premises to their conditions as existed prior.

IN WITNESS WHEREOF, said Grantor (s) have caused their name (s) to be signed to these presents, this 8th day of August, 2023.

J. Kahlor

Grant of Easement
1050 N Deer Avenue
PIN 02-09-308-004-0000
Page 1 of 2

Attachment: Grant of Easement-1050 N. Deer Avenue (Easements for Storm Sewers 215 S. Greenwood, 1050 N. Deer, and 37 and 45 E.

STATE OF ILLINOIS)
)
COUNTY OF COOK)

SS

I, THE UNDERSIGNED, A Notary Public in and for said County, in the State aforesaid,

DO HEREBY CERTIFY that

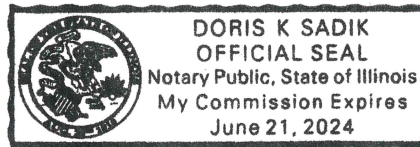
Jairam Singh Kahlon, President of
Sikh Religious Society

Personally known to me to be the same person (s) whose name (s) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 8th day of August, 2023.

Doris K. Sadik
Notary Public

My commission expires June 21, 2024



GRANT OF EASEMENT

The Grantor (s)

NAME: Jennabelle Dunn

ADDRESS: 37 E. CUNNINGHAM DRIVE, Palatine, Illinois,

of Palatine, Cook County, Illinois, for and in consideration of Ten (\$10.00) Dollars, in

hand paid, and other good and valuable consideration, HEREBY GRANT AND

CONVEY unto the Grantee, the VILLAGE OF PALATINE, a municipal corporation of

Cook County, Illinois, its successors and assigns, a perpetual easement for the

installation, construction, use, repair, and maintenance of a Public Storm Sewer, over and

across the East 5 feet, of described real estate situated in the County of Cook and the

State of Illinois;

Lot 15 in Pepper Tree Farms Unit Number 4, being a subdivision of part of the SW ¼ of Section 11, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 02-11-311-015-0000

The VILLAGE OF PALATINE agrees, at its expense, to reasonably restore the premises to their conditions as existed prior.

IN WITNESS WHEREOF, said Grantor (s) have caused their name (s) to be signed to

these presents, this 17th day of April, 2023.

Jennabelle Dunn

Grant of Easement
37 E. Cunningham Drive
PIN 02-11-311-015-0000

Page 1 of 2

Attachment: Grant of Easement-37 E. Cunningham Drive (Easements for Storm Sewers 215 S. Greenwood, 1050 N. Deer, and 37 and 45 E.

STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS

I, THE UNDERSIGNED, A Notary Public in and for said County, in the State aforesaid,
 DO HEREBY CERTIFY that

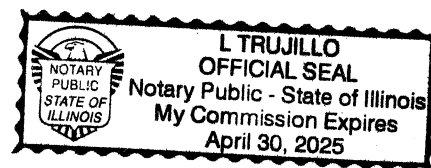
Jennabelle Dunn

Personally known to me to be the same person (s) whose name (s) is (are) subscribed to
 the foregoing instrument, appeared before me this day in person, and acknowledged that
She signed, sealed, and delivered the said instrument as _____ free and
 voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 17th day of
April, 2023.

Leo Trujillo
 Notary Public

My commission expires April 30, 2025.



GRANT OF EASEMENT

The Grantor (s)

NAME: Kenneth & Donna Milowski

ADDRESS: 45 E. CUNNINGHAM DRIVE, Palatine, Illinois,

of Palatine, Cook County, Illinois, for and in consideration of Ten (\$10.00) Dollars, in hand paid, and other good and valuable consideration, HEREBY GRANT AND CONVEY unto the Grantee, the VILLAGE OF PALATINE, a municipal corporation of Cook County, Illinois, its successors and assigns, a perpetual easement for the installation, construction, use, repair, and maintenance of a Public Storm Sewer, over and across the West 5 feet, of described real estate situated in the County of Cook and the State of Illinois;

Lot 16 in Pepper Tree Farms Unit Number 4, being a subdivision of part of the SW ¼ of Section 11, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 02-11-311-016-0000

The VILLAGE OF PALATINE agrees, at its expense, to reasonably restore the premises to their conditions as existed prior.

IN WITNESS WHEREOF, said Grantor (s) have caused their name (s) to be signed to these presents, this 12th day of April, 2023.

Kenneth J. Milowski
Donna R. Milowski

Grant of Easement
45 E. Cunningham Drive
PIN 02-11-311-016-0000
Page 1 of 2

Attachment: Grant of Easement-45 E. Cunningham Drive (Easements for Storm Sewers 215 S. Greenwood, 1050 N. Deer, and 37 and 45 E.

STATE OF ILLINOIS)
)
 COUNTY OF COOK)

SS

I, THE UNDERSIGNED, A Notary Public in and for said County, in the State aforesaid,

DO HEREBY CERTIFY that

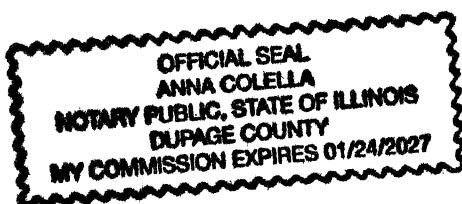
Kenneth John Milowski
Donna R Milowski

Personally known to me to be the same person (s) whose name (s) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered the said instrument as 12th of April, 2023 free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 12th day of April, 2023.

Anna Colella
 Notary Public

My commission expires January 24th, 2027.



Grant of Easement
 45 E. Cunningham Drive
 PIN 02-11-311-016-0000
 Page 2 of 2

Consider a Motion Authorizing the Village Manager to Execute a Proposal for Design Engineering Services for the Abandonment of the Pepper Tree Lift Station

BACKGROUND:

The Village has evaluated the feasibility and cost of eliminating the Pepper Tree Lift Station. This lift station is located on Oak Street, just north of Garden Avenue, with facilities approaching their design life. Numerous operational issues have been experienced including pump failures, obstructions to the pumping system, and high labor costs associated with emergency responses.

A report was completed evaluating various alternative designs for the conversion to a gravity sewer. A recommended route for a gravity sewer has been identified which includes constructing approximately 2,150 linear feet (0.41 miles) of 16-inch diameter sanitary sewer. The proposed improvements would generally consist of the removal and abandonment of the existing lift station and associated manholes, construction of new 16-inch gravity sewer, new sanitary manholes and connection to existing MWRD interceptor manhole at Hicks Road and Home Avenue.

The depth of the proposed facility would be near the point where open cutting or trenchless construction may be more efficient, but a preliminary detailed design would need to be completed to establish the lowest cost solution.

KEY ISSUES:

- Christopher Burke Engineering is recommended based upon a qualification-based selection process.
- The purpose of our preliminary design engineering task is to complete the topographic survey, obtain soil borings and associated geotechnical report, finalize the alignment and construction techniques as necessary to complete 60% plans, and identify and temporary or permanent easements needed to accommodate the improvement.
- After preliminary engineering, a subsequent proposal can be considered on contract delivery methods. A design-build method is tentatively planned subject to the results of the preliminary engineering.

ALTERNATIVES:

1. Authorize the Village Manager to execute the proposal from Christopher Burke.
2. Refer back to Staff with comments.

RECOMMENDATION:

Staff recommends authorizing the Village Manager to execute the proposal from Christopher Burke Engineering for preliminary design engineering services for Pepper Tree Lift Station Abandonment project in the not-to-exceed amount of \$78,915.

BUDGET IMPACT:

Funds are available from this year's budget to accommodate the proposed design engineering services.

ACTION REQUIRED:

Motion to authorize the Village Manager to execute the proposal from Christopher Burke Engineering for preliminary design engineering services for Pepper Tree Lift Station Abandonment project in the not-to-exceed amount of \$78,915.

ATTACHMENTS:

- Pepper Tree Preliminary Engineering Proposal 2
- Peppertree LS Abandonment - Conceptual (reduced size)

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

November 17, 2023

Village of Palatine
200 E. Wood Street
Palatine, Illinois 60067

Attention: Mr. Matthew Barry, Director of Public Works

Subject: Peppertree Lift Station Abandonment Project
Preliminary Design Engineering Proposal

Dear Mr. Barry:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for professional design engineering services for the Peppertree Lift Station Abandonment Project. Included in this proposal are our Understanding of the Assignment, Scope of Services and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL understands that the Village of Palatine (Palatine) would like to decommission the existing Peppertree Lift Station on East Garden Avenue and convert the flow to gravity towards the existing MWRD interceptor manhole located in the intersection of Home Ave and Hicks Rd.

In 2015, RJN Group prepared a final report for the Peppertree Lift Station Abandonment Study in which various alternative designs were completed for the conversion to gravity sewer. The Village selected the recommended "south route" which includes constructing approximately 2,150 linear feet (0.41 miles) of 16-inch diameter sanitary sewer. The proposed improvements in this Alternative will generally consist of the removal and abandonment of the existing lift station and associated manholes, construction of new 16-inch gravity sewer, new sanitary manholes and connection to existing MWRD interceptor manhole. The proposed alignment runs parallel along the north of E Garden to N Oak St then southbound along the east side of the road to E Home Ave where it runs eastbound along the north parkway and discharges at Hicks Road.

The purpose of our preliminary design engineering task is to complete the topographic survey, obtain soil borings and associated geotechnical report, CCDD testing, finalize the alignment and construction techniques as necessary to complete 60% plans, and

identify and temporary or permanent easements. We will then submit permits to IDOT, MWRD and solicit bids from a preselected group of contractors.

Once preliminary pricing has been received, we will submit a separate Designer led Design/Build Contract utilizing the services of Burke, LLC, a legal entity closely affiliated with CBBEL. This contract will include a price and schedule guarantee based on the preliminary plans and cost estimate. Burke, LLC will then serve as the General Contractor / Construction Manager in accordance with the terms and conditions of a mutually acceptable construction management contract.

SCOPE OF SERVICES

Task 1 - Topographic Survey:

As part of this task, CBBEL will perform Parkway Topographic Survey of the below referenced roadways (2,400'LF ±) and Rear & Side yard Topographic Survey (between #112 & #120 Garden Ave, and between #1484 & #1506 Oak St.), for use in Design Engineering Services. CBBEL will perform the following survey tasks:

- Home Ave from Hicks Rd. to Oak St.(from centerline of road to N'ly R-O-W, 1400'LF)
- Oak St. from Home Ave. to Garden Ave. (from centerline of road to E'ly R-O-W, 700'LF)
- Garden Av. from Oak St. to #112 Garden Av. (from centerline of road to N'ly R-O-W, 300'LF)

Horizontal Control: Utilizing state plane coordinates, CBBEL will tie into NGS Monumentation control utilizing state of the art GPS equipment. GPS Observed control points will be establish to be utilized as site primary control. Horizontal Datum will correlate with established NGS control monuments (NAD '83, Illinois East Zone 1201).

Vertical Control: CBBEL will establish site benchmarks for construction purposes, tied to the NAVD '88 Vertical Datum. State-of-the-art G.P.S. equipment will be used to establish benchmarks and assign a vertical datum on the horizontal control points. This will be based on GPS observed NGS control monuments (NAVD '88 Datum).

Existing Right-of-Way: CBBEL will establish the approximate existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.

Topographic Survey: CBBEL will field locate all pavements, driveways, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, cross road culverts, etc. within the project limits. Establish all rim and invert elevations, utility sizes & type, depth subterranean structure, etc., at all points of access to below-grade utilities.

Cross Sections: CBBEL will survey cross sections along the project limits at 50' intervals, at driveways, and at all other grade controlling features. Survey will be obtained from centerline of Hicks Road to the existing westerly right-of-way line.

Tree Survey: CBBEL will locate all trees over 6" inches in diameter within the existing right-of-way for the project in order to assess potential tree impacts, if any, associated

with the project. The located trees will be identified by species (deciduous or coniferous) and the size and condition determined as appropriate.

Utility Survey and Coordination: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located.

Base Mapping: CBEL will compile all of the above information onto one base map at 1"=20' scale that is representative of existing conditions for use as the base sheet for the construction of any public or private infrastructure subsequent to the findings of engineering/drainage analysis.

***NOTE: Boundary/Land Acquisition Survey, Plats of Easement, and Right-of-Way/Plat of Highway Scope of Services are not included in this proposal. The extent of this work will be determined during the preliminary design and any easements will be included in the subsequent Design/Build contract.**

Task 2 – JULIE Utility Coordination:

CBEL will coordinate with JULIE to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc.. CBEL will compile all Utility Atlas information into the base map. Locations of existing utilities /obstructions / systems shown on the base map are the compilation of available utility plans provided by utility owners and JULIE Utility Coordination. All utilities /obstructions / systems may not be shown. Contractor shall be responsible for locating and protecting all underground utilities /obstructions / systems whether or not shown on base map. JULIE Utility Coordination Atlas information is typically isolated to Public Right-of-Way (off-site) & limited areas adjacent to Public Right-of-Way. Identification & location of all private subsurface utilities within project area (on-site) is the responsibility of the client.

Task 3 – Geotechnical Investigation and LPC-662/663 Analysis:

CBEL's subconsultant, Testing Service Corporation (TSC) will conduct a Geotechnical Study of the project site. The objectives of the Geotechnical Study are to explore soil and groundwater conditions and provide recommendations for a new gravity sewer along the proposed South Route, i.e. Garden Avenue, Oak Street and Home Avenue. The sewer will be installed by open cut along Garden Avenue and by either directional drilling or open cut along Oak Street and Home Avenue. The new sewer will vary from 12 feet deep to 35 feet deep. We are proposing to drill five (5) soil borings as part of our Geotechnical Exploration; extended 20 to 45 feet below the existing grade as determined by the proposed sewer depth. A geotechnical engineering report will be prepared upon completion of field and laboratory testing, to include typed boring logs and a location plan. The report will provide a summary of soil and groundwater conditions as well as address their impact on the proposed site development. It will also provide recommendations to guide design and specification preparation pertaining to geotechnical issues relevant to the purpose described in this proposal.

TSC will also perform investigation and testing work necessary to complete the IEPA LPC-662 or LPC-663 forms needed for waste disposal. This work will include collection

of soil samples and conducting a search to identify any Potentially Impacted Properties (PIPs). If PIPs are not present, TSC will perform the requisite pH test and provide the Village with the documentation necessary to sign Form LPC-662. If PIPs are identified, TSC will perform the additional required testing and provide signed LPC-663 forms to the Village for use during construction. These forms are necessary to properly dispose of excavated material from the project site.

Task 4 – Field Reconnaissance: CBBEL Staff will perform a Field Reconnaissance of the project limits. The purpose of the Field Reconnaissance will be to verify site conditions, determine the limits of construction, and estimate the quantities for the sanitary sewer construction. The results of the Field Reconnaissance will be red-lined on the existing conditions base sheet and utilized when preparing plans, specifications and estimates.

Task 5 – Preliminary Plans, Specifications, and Estimates (60%): CBBEL will prepare 60% Preliminary Plans, Specifications and Estimates using the information described above. Plan sheets will be prepared at a 1"=20' scale.

In addition, CBBEL will develop special provisions and estimates of cost and working days. The special provisions will be based on IDOT Standard Pay Items and Specifications. Plans and specifications will be prepared in accordance with Village guidelines. The plans, specifications, and estimates will be submitted for review to the Public Works Department. These plans will also be submitted to the Metropolitan Water Reclamation District of Greater Chicago (MWRD) and Cook County Department of Highways (CCDOH) for permitting. All fees associated with the permits shall be the responsibility of the Village.

Task 6 – Watershed Management Permit (WMP) Submittal: The proposed sanitary sewer improvements are considered qualified sewer construction under the Watershed Management Ordinance (WMO) and therefore, a Watershed Management Permit (WMP) will be required from MWRD for the project. CBBEL staff will prepare the necessary permit forms, exhibits, calculations and other supporting documentation and compile the WMO Permit Application package. Since this is a public non-profit improvement project, MWRD will waive the review fee and therefore it is not included in the fee for this task.

ESTIMATE OF FEE

CBBEL estimates the following fees for each of the tasks described above:

Task	Fee
Task 1 – Topographic Survey	\$ 18,660
Task 2 – Utility Coordination	\$ 3,040
Task 3 – Geotechnical Investigation and LPC-662/663 Analysis	\$ 14,895
Task 4 – Field Reconnaissance	\$ 2,080
Task 5 – Preliminary PS&E (60%)	\$ 32,110
Task 6 – Watershed Management Permit (WMP) Submittal	\$ 7,630
Direct Costs	\$ 500

TOTAL NOT-TO-EXCEED FEE: \$ 78,915

We will bill you at the hourly rates specified on the attached Schedule of Charges. We will establish our contract in accordance with the attached previously agreed to General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are included in the Fee Estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested additional services that are not included in the preceding Fee Estimate will be billed at the attached hourly rates.

If this proposal meets with your approval, please sign and return one copy of this proposal as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,

Michael E. Kerr, PE
President

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND
CONDITIONS ACCEPTED FOR THE VILLAGE OF PALATINE.

BY: _____

TITLE: _____

DATE: _____

OCG
N:\PROPOSALS\ADMIN\2023\Palatine Peppertree Lift Station\Palatine Peppertree Preliminary Engineering.doc

Attachment: Pepper Tree Preliminary Engineering Proposal 2 (Pepper Tree Lift Station Abandonment)

EXHIBIT 2.7 - Peppertree Lift Station Abandonment
"South route" Option

6.A.4.b



"South" route
Open-Cut

Key Notes:

- ① Open cut trench
- ② Laser guided directionnal boring

Lift Station
Abandonment

MH#1

Bore pit #1

MH#2

Bore pit #2

MH#3

MH#4

MH#5

MH#8

MH#7

Bore pit #3

Bore pit #4

Bore pit #5

Bore pit #6

Bore pit #7

Connection to existing
MWRD Manhole

Concord Mills HOA

rjngroup

The Choice for Collection System Solutions

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Consider a Motion Authorizing the Village Manager to Execute a Proposal for Design Engineering Services for the 2024 Water Main Replacement Project Contract 1

BACKGROUND:

Annually, the Village completes water main replacements to address locations that have experienced high volumes of breaks. As planned with the Master Water System Improvement Program, the annual investment has increased to a proposed level of \$3,660,250 in 2024. The increase in volume has exceeded in-house staff's capacity and thus consulting engineering is recommended.

KEY ISSUES:

- The water mains on Benton Street from Comfort Lane to Northwest Highway and Cunningham Drive from Ventura Drive to Hicks Road have experienced a high number of breaks. Replacement of these facilities is recommended in the 2024 Capital Improvement Plan.
- Doland Engineering is recommended based upon a qualification-based selection process. They completed design and construction engineering in the 2023 program with little to no complaints from staff or the general public in their performance.
- Engineering services are recommended to prepare for the installation of a replacement water main and would include site surveying, Illinois Environmental Protection Agency permitting, development of plans, and preparation of specifications for bidding purposes.

ALTERNATIVES:

1. Authorize the Village Manager to execute the proposal from Doland Engineering.
2. Refer back to Staff with comments.

RECOMMENDATION:

Staff recommends authorizing the Village Manager to execute the proposal from Doland Engineering for design engineering services for the 2024 Water Main Replacement Project Contract 1 in the not-to-exceed amount of \$58,345.

BUDGET IMPACT:

Funds are available from this year's budget to accommodate the proposed design engineering services. This proposed contract is one of two proposed at the December 11th Village Council meeting with a combined proposed total cost of \$132,617.

ACTION REQUIRED:

Motion to authorize the Village Manager to execute the proposal from Doland Engineering, LLC of Palatine, Illinois for design engineering services for the 2024 Water Main Replacement Project Contract 1 in the not-to-exceed amount of \$58,345.

Consider a Motion Authorizing the Village Manager to Execute a Proposal for Design Engineering Services for the 2024 Water Main Replacement Project Contract 2

BACKGROUND:

Annually, the Village completes water main replacements to address locations that have experienced high volumes of breaks. As planned with the Master Water System Improvement Program, the annual investment has increased to a proposed level of \$3,660,250 in 2024. The increase in volume has exceeded in-house staff's capacity and thus consulting engineering is recommended.

KEY ISSUES:

- The water mains on Wilke Road from Anderson Drive to Palatine Road and on Palatine Road from Wilke Road to 1410 East Palatine Road have experienced a high number of breaks. Replacement of these facilities is recommended in the 2024 Capital Improvement Plan.
- Ciorba Group is recommended based upon a qualification-based selection process. They completed design engineering in the 2023 program with little to no complaints from staff or the general public in their performance.
- Engineering services are recommended to prepare for the installation of a replacement water main and would include site surveying, Illinois Environmental Protection Agency permitting, development of plans, and preparation of specifications for bidding purposes.

ALTERNATIVES:

1. Authorize the Village Manager to execute the proposal from Ciorba Group.
2. Refer back to Staff with comments.

RECOMMENDATION:

Staff recommends authorizing the Village Manager to execute the proposal from Ciorba Group for design engineering services for the 2024 Water Main Replacement Project Contract 2 in the not-to-exceed amount of \$74,272.

BUDGET IMPACT:

Funds are available from this year's budget to accommodate the proposed design engineering services. This proposed contract is one of two proposed at the December 11th Village Council meeting with a combined proposed total cost of \$132,617.

ACTION REQUIRED:

Motion to authorize the Village Manager to execute the proposal from Ciorba Group, Incorporated of Chicago, Illinois for design engineering services for the 2024 Water Main Replacement Project Contract 2 in the not-to-exceed amount of \$74,272.

Consider a Motion Authorizing the Village Manager to Execute a Proposal for Design Engineering Services for the Rehabilitation of Michigan Avenue and Brockway Street

BACKGROUND:

Michigan Avenue, from Cedar Street to Plum Grove Road, and Brockway Street, from Gilbert Road to Illinois Avenue, are scheduled to be rehabilitated next year using Illinois Department of Commerce & Economic Opportunity (DCEO) grant funds as well as an appropriation within the soon to be approved 2024 Capital Investment Plan.

KEY ISSUES:

- Over 300 man-hours of specialized professional services are expected to meet documentation, material inspection, and reporting requirements associated with this project.
- The scope of services includes: a topographic survey of the existing site; pavement cores to verify pavement thickness; soil sampling to screen for the presence of volatile organic vapors; and preparation of final engineering plans, specifications, cost estimate and bidding documents.
- Gewalt Hamilton is recommended based upon a qualification-based selection process. They completed design for the reconstruction of Lilac in 2023 with little to no complaints from staff or the general public in their performance.

ALTERNATIVES:

1. Authorize the Village Manager to execute the proposal from Gewalt Hamilton Associates, Incorporated.
2. Refer back to Staff with comments.

RECOMMENDATION:

Staff recommends authorizing the Village Manager to execute the proposal from Gewalt Hamilton Associates, Incorporated for design engineering services for the rehabilitation of Michigan Avenue and Brockway Street in the not-to-exceed amount of \$59,824.

BUDGET IMPACT:

Funding is included in the Capital Improvement Program from project savings to accommodate these services.

ACTION REQUIRED:

Motion to authorize the Village Manager to execute the proposal from Gewalt Hamilton Associates, Incorporated of Vernon Hills, Illinois for design engineering services for the rehabilitation of Michigan Avenue and Brockway Street in the not-to-exceed amount of \$59,824.

Consider a Motion to Accept Perpetual Storm Sewer Easements at 215 South Greenwood Avenue, 1050 North Deer Avenue, 37 East Cunningham Drive and 45 East Cunningham Drive

BACKGROUND:

As part of the completed 2023 Drainage Improvements Project, the storm sewer improvements over the subject properties will require permanent easements to be granted by four of the benefiting homes.

KEY ISSUES:

- Permanent easement agreements have been fully executed for 215 South Greenwood Avenue (PIN 02-23-217-003-0000), 1050 North Deer Avenue (PIN 02-09-308-004-0000), 37 East Cunningham Drive (PIN 02-11-311-015-0000) and 45 East Cunningham Drive (PIN 02-11-311-016-0000).
- Public utility easements are required by the Village of Palatine in order to accept ownership of the sewer mains.
- The easements are necessary to allow for any future maintenance or repair of the storm sewers.

ALTERNATIVES:

1. Accept the easements.
2. Do not accept the easements.

RECOMMENDATION:

Staff recommends acceptance of the perpetual easements at 215 South Greenwood Avenue, 1050 North Deer Avenue, 37 East Cunningham Drive and 45 East Cunningham Drive.

ACTION REQUIRED:

Motion to accept a grant of perpetual easements at 215 South Greenwood Avenue, 1050 North Deer Avenue, 37 East Cunningham Drive and 45 East Cunningham Drive.

Consider a Motion Authorizing the Village Manager to Execute a Proposal for Design Engineering Services for the Abandonment of the Pepper Tree Lift Station

BACKGROUND:

The Village has evaluated the feasibility and cost of eliminating the Pepper Tree Lift Station. This lift station is located on Oak Street, just north of Garden Avenue, with facilities approaching their design life. Numerous operational issues have been experienced including pump failures, obstructions to the pumping system, and high labor costs associated with emergency responses.

A report was completed evaluating various alternative designs for the conversion to a gravity sewer. A recommended route for a gravity sewer has been identified which includes constructing approximately 2,150 linear feet (0.41 miles) of 16-inch diameter sanitary sewer. The proposed improvements would generally consist of the removal and abandonment of the existing lift station and associated manholes, construction of new 16-inch gravity sewer, new sanitary manholes and connection to existing MWRD interceptor manhole at Hicks Road and Home Avenue.

The depth of the proposed facility would be near the point where open cutting or trenchless construction may be more efficient, but a preliminary detailed design would need to be completed to establish the lowest cost solution.

KEY ISSUES:

- Christopher Burke Engineering is recommended based upon a qualification-based selection process.
- The purpose of our preliminary design engineering task is to complete the topographic survey, obtain soil borings and associated geotechnical report, finalize the alignment and construction techniques as necessary to complete 60% plans, and identify and temporary or permanent easements needed to accommodate the improvement.
- After preliminary engineering, a subsequent proposal can be considered on contract delivery methods. A design-build method is tentatively planned subject to the results of the preliminary engineering.

ALTERNATIVES:

1. Authorize the Village Manager to execute the proposal from Christopher Burke.
2. Refer back to Staff with comments.

RECOMMENDATION:

Staff recommends authorizing the Village Manager to execute the proposal from Christopher Burke Engineering for preliminary design engineering services for Pepper Tree Lift Station Abandonment project in the not-to-exceed amount of \$78,915.

BUDGET IMPACT:

Funds are available from this year's budget to accommodate the proposed design engineering services.

ACTION REQUIRED:

Motion to authorize the Village Manager to execute the proposal from Christopher Burke Engineering for preliminary design engineering services for Pepper Tree Lift Station Abandonment project in the not-to-exceed amount of \$78,915.