



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Engineering Services Contract for Water System Improvements		
Presenter & Title:	Bob VanGyseghem, Superintendent of Water and Wastewater.		
Date:	2/6/18		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: Vision 5: Manage resources and assets to effectively deliver core services, provide for capital investment, and meet the community needs and desires. Goal E. Develop and provide funding for capital investments and projects that consider a variety of local capital needs and those mandated by State/Federal Agencies.			
Estimated Cost: \$31,300		Budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
Staff has three water main projects which necessitate the need for engineering design services.			
<ol style="list-style-type: none"> 1. In coordination with the Union Pacific Third Rail Project, a section of water main needs to be relocated outside of the UPRR right-of-way at Western Avenue. Two water main crossings will also be abandoned in lieu of replacement and extension of casing pipe. 2. Extension of the water main on east State Street from the west property line of Aldi to East Side Drive eliminating a dead-end-water main and looping the distribution system 3. Connect the water main on the north side of the Kane County Cougars Stadium to S. Glengarry Drive. This will resolve multiple issues. The existing water main along Kirk Road has had multiple water main breaks which cause service interruptions to the stadium. By looping the distribution system around the stadium, water main breaks should no longer cause service interruptions. The 			

<p>existing water main along Kirk Road would need to be relocated in 2020 due to the reconstruction of the Kirk Road Bridge. By looping the distribution system around the stadium, the water main along Kirk Road can be abandoned in lieu of being relocated. Lastly looping the system to S. Glengarry will improve fire flow to the industrial area.</p> <p>In 2017, Staff advertised and received Requests for Proposals for water main engineering services. For the projects mentioned above, staff recommends Rempe-Sharpe & Associates. Rempe-Sharpe & Associates performed the original design of the water main that will be relocated and abandoned for the UPRR. Rempe-Sharpe & Associates performed the original design of the water main along Kirk Road which feeds the Kirk Road Tower. Rempe-Sharpe designed the Dodson Street Pumping Station which calculated the fire flow requirements for the high pressure zone. Because of their past experience with two of the projects, staff has determined that Rempe-Sharpe & Associates is the most qualified to perform the engineering services required.</p> <p>Staff has met with Dan Watson of Rempe-Sharpe & Associates and have negotiated a scope of services and is presenting a contract for approval.</p>
<p>Attachments: <i>(please list)</i></p> <ul style="list-style-type: none"> • Resolution • Engineering Agreement
<p>Recommendation / Suggested Action: <i>(how item should be listed on agenda)</i></p> <p>Staff requests that the City Council authorize the City Administrator to enter into a professional services contract with Rempe-Sharpe & Associates in an amount not-to-exceed \$31,300</p>

RESOLUTION NO. 2018-09
RESOLUTION AUTHORIZING EXECUTION OF
Contract with Rempe-Sharpe & Associates

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, a contract with Rempe-Sharpe & Associates, in the form attached hereto as Exhibit “A”, relating to Engineering Design for Water System Improvements.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this ____ day of _____, 2018

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Approved by me this ____ day of _____, 2018.

Mayor

ATTEST:

City Clerk



REMPE-SHARPE

& Associates, Inc.

Principals

J. Bibby P.E., S.E.
D. A. Watson P.E.

B. Bennett P.E., CFM
B. Aderman P.E.
N. Dornfeld P.E.
L. Vo P.E.
J. Whitt P.E., CFM

CONSULTING ENGINEERS

324 West State Street
Geneva, Illinois 60134
Phone: 630/232-0827 – Fax: 630/232-1629

January 16, 2018

City of Geneva
1800 South Street
Public Works Department
Geneva, Illinois 60134

Attn: Mr. Bob Van Gyseghem

Re: Engineering Agreement
Watermain Rehabilitation

Gentlemen:

Rempe-Sharpe & Associates, Inc., hereinafter known as the ENGINEER, proposes to render professional engineering services in connection with various watermain replacement and abandonment projects located throughout the City, hereinafter called the PROJECT. As part of this Agreement, the City of Geneva, OWNER, is expected to furnish the ENGINEER with full information as to your requirements including any special or extraordinary considerations for the PROJECT or special services needed, and also to make available all pertinent existing data.

Our services will consist of final design, permitting, assistance during bidding and, if required, construction related engineering services including resident services during construction if requested. We will also furnish such Additional Services as you may request.

According to discussions with City Staff, it is our understanding that the following provisions will be applicable to this project:

1. The abandonment of the 12" watermain which passes under the UPRR R.O.W. east of Randall Road, from South Street to the eight inch (8") watermain which travels under Randall Road on the south side of the UPRR R.O.W. The abandoned watermain under the UPRR R.O.W. would be capped and filled with flow-able fill.
2. The abandonment of the existing six inch (6") watermain on Western Avenue from South Street to Cheever Avenue. This would include the watermain under the UPRR R.O.W., which would be capped and filled with flow-able fill: two old connections to Burgess Norton along Western Avenue abandoned; a new connection to Burgess Norton off of South Street would be installed; a new connection to the 12" watermain at Cheever Avenue would be installed: and the casing on the 12" watermain under the UPRR extended for the new third rail line.
3. The existing eight inch (8") watermain on State Street in front of Aldi's extended to the west to the west side of East Side Drive.

4. The extension of the 10" watermain at the northwest corner of the Cougars stadium to the north, going under the UPRR, and connecting to the 10" watermain on Glengerry Drive. The replacement of the twelve inch (12") watermain on the west side of Kirk Road from Cherry Lane north to the north drive around Cougars Stadium, and abandoned on the Kirk Road R.O.W., will be a future project and is excluded from this Contract Scope.
5. The work will involve permitting and coordination with both the Kane County Division of Transportation and the Union Pacific Railroad. Easements with the Forest Preserve District and Burgess Norton will be prepared as additional services upon approval by the City of both the cost and sub-consultant. The Engineer strongly recommends working with the Forest Preserve District in the future to keep the new watermain off the Kirk Road R.O.W.

We propose to invoice the OWNER for engineering services in the manner described as follows for each Phase.

FINAL DESIGN

Rempe-Sharpe & Associates, Inc. proposed to perform the above stated Engineering Services and provide final working drawings, specifications and IEPA, KDOT and UPRR Permits for the above mentioned work, for a hourly not to exceed Design fee of **\$30,400.00**

If the scope of the project changes, requiring additional engineering services, then the herein stated not-to-exceed engineering fee shall be adjusted to compensate the Engineer for said additional services.

For Direct Project Expenses incurred by the ENGINEER, the OWNER shall reimburse the ENGINEER at the ENGINEER's actual cost for all expenses and/or costs incurred directly with the PROJECT. Transportation costs shall be reimbursed at the per mile rate of \$ 0.545.

BIDDING

Rempe-Sharpe and Associates, Inc., proposes to perform the Engineering Services including all bidding services, for a lump sum including reimbursable direct project expenses of ... **\$ 900.00**

CONSTRUCTION PHASE

For Construction Phase Services **as requested**, the OWNER shall pay the ENGINEER at the ENGINEER's hourly rates in effect at the time of service for all personnel assigned to the PROJECT, with said hourly payment being considered as payment in full for the actual time spent in providing said construction related services. The Engineer's Schedule of Hourly Rates and Expense Charges in effect from January 1, 2018, through December 31, 2018, is attached hereto as Exhibit "B".

For Construction Phase Direct Project Expenses incurred by the ENGINEER, the OWNER shall reimburse the ENGINEER at the ENGINEER's actual cost for all expenses and/or costs incurred directly associated with the PROJECT. Transportation costs shall be reimbursed at the per mile rate of \$ 0.545

ADDITIONAL SERVICES

For Additional Services rendered, as approved by the OWNER, the OWNER shall pay the ENGINEER at the ENGINEER's hourly rates in effect at the time of service for all personnel assigned to the PROJECT, with said hourly payment being considered as payment in full for the actual time spent in providing said Related Services. The Engineer's Schedule of Hourly Rates and Expense Charges in effect from January 1, 2018, through December 31, 2018, is attached hereto as Exhibit "B".

For Additional Services Direct Project Expenses incurred by the ENGINEER, the City of Geneva shall reimburse the ENGINEER at the ENGINEER's actual cost for all expenses and/or costs incurred directly associated with the PROJECT. Transportation costs shall be reimbursed at the mile rate of \$ 0.545.

PAYMENT FOR SUBCONTRACTED SERVICES

For subcontracted technical services, as approved by the OWNER, the OWNER shall reimburse the ENGINEER all costs and expenses incurred by the ENGINEER. "Costs to the Engineer" to be verified by furnishing the OWNER copies of invoices from the party or parties performing the subcontracted services.

ENGINEER will bill the OWNER periodically for services, direct project expenses, and subcontracted services. The above financial arrangements are on the basis of prompt payment of our bills and the orderly and continuous progress of the PROJECT.

We would expect to start our services promptly after receipt of your acceptance of the agreement.

OWNER agrees that the Engineer's Schedule of Hourly Rate and Expense Charges as set forth in Exhibit "B" is subject to adjustment by the ENGINEER in each calendar year beginning in January so as to reflect the ENGINEER'S current costs.

Rempe-Sharpe & Associates, Inc., appreciates the City's confidence and trust in our firm and looks forward to serving the City of Geneva on this project.

Very truly yours,

REMPE-SHARPE & ASSOCIATES, INC.
BY:



Daniel A. Watson, P.E.

Exhibit "A" Short Form Agreement, 4 pages
Exhibit "B" Schedule of Engineering Service Charges, 1 page
Exhibit "C" Hours Estimate, 1 page

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES – EXHIBIT “A”**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

_____ (“Owner”)
City of Geneva

and _____ (“Engineer”)
Rempe-Sharpe & Associates, Inc.

Engineer agrees to provide the services described below to Owner for _____ (“Project”).
2018 Watermain Rehabilitation

Description of Engineer’s Services: _____
Engineering design and bidding for the 2018 Watermain Rehabilitation Project

_____ Construction services scope as outlined in proposal are on an hourly basis as requested.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

charges. Payments will be credited first to interest and then to principal.

SPECIAL NOTE ON USE OF THIS FORM:

This abbreviated Agreement form is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of importance on most projects. In most cases, Owner and Engineer will be better served by the Standard Form of Agreement Between Owner and Engineer for Professional Services (No. E-500, 2002 Edition), or one of the several special purpose EJCDC professional services agreement forms.

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer’s standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer’s employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction

contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Hourly Rates Plus Reimbursable Expenses)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.

2. Engineer's Standard Hourly Rates are attached as Appendix 1.

3. The total compensation for services and reimbursable expenses is estimated to be \$ 31,300.00 *

* Not-to-Exceed Amount

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding 3 months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By:

Stephane Kell

Title:

City Administrator

Date Signed:

02/20/2018

ENGINEER:

By:

W. J. A. [Signature]

Title:

Principal

Date Signed:

January 17, 2018

License or Certificate No. and State _____

Address for giving notices:

City of Geneva
22 S 1st Street
Geneva, IL 60134

Address for giving notices:

Rempe-Sharpe & Associates, Inc.
324 W. State Street
Geneva, IL 60134

EXHIBIT "B"
SCHEDULE OF ENGINEERING SERVICE CHARGES BY
REMPE-SHARPE & ASSOCIATES, INC.

EFFECTIVE TIME PERIOD FOR THIS SCHEDULE:
JANUARY 1, 2018 TO DECEMBER 31, 2018

A-1 SCHEDULE OF ENGINEER'S HOURLY RATE CHARGES

<u>EMPLOYEE CLASSIFICATION</u>	<u>MAXIMUM HOURLY RATE</u>
PRINCIPAL ENGINEER	\$135.00/HR
SENIOR PROJECT ENGINEER	\$110.00/HR
PROJECT ENGINEER	\$106.00/HR
DESIGN OR CONSTRUCTION ENGINEER (GRADE 1)	\$100.00/HR
DESIGN OR CONSTRUCTION ENGINEER (GRADE 2)	\$86.00/HR
SENIOR TRAFFIC ENGINEER	\$90.00/HR
DESIGN TECHNICIAN (GRADE 1)	\$86.00/HR
DESIGN TECHNICIAN (GRADE 2)	\$69.00/HR
CADD DRAFTING TECHNICIAN (GRADE 1)	\$73.00/HR
DRAFTING TECHNICIAN (GRADE 2)	\$59.00/HR
DRAFTING TECHNICIAN (GRADE 3)	\$46.00/HR
SURVEYING PARTY CHIEF	\$80.00/HR
SURVEYING TECHNICIAN (GRADE 1)	\$65.00/HR
SURVEYING TECHNICIAN (GRADE 2)	\$46.00/HR
CONSTRUCTION INSPECTOR (GRADE 1)	\$82.00/HR
CONSTRUCTION INSPECTOR (GRADE 2)	\$70.00/HR
CONSTRUCTION TECHNICIAN	\$56.00/HR
ADMINISTRATIVE ASSISTANT	\$62.00/HR
CLERK TYPIST	\$49.00/HR

A-2 COMPENSATION FOR DIRECT PROJECT REIMBURSABLE COSTS

THE ENGINEER SHALL BE REIMBURSED AT HIS ACTUAL COST FOR ALL EXPENSES AND/OR COSTS INCURRED DIRECTLY OR INDIRECTLY IN CONNECTION WITH THIS PROJECT, SUCH AS PRINTING, TRAVEL, STAKING SUPPLIES, ETC.

THE ENGINEER'S REIMBURSEMENT FOR TRAVEL EXPENSES SHALL BE IRS STANDARD PER MILE OF TRAVEL.

A-3 COMPENSATION FOR SUB-CONTRACTED SERVICES

THE ENGINEER SHALL BE REIMBURSED FOR ALL COSTS AND EXPENSES INCURRED BY THE ENGINEER FOR ALL SERVICES NOT NORMALLY PERFORMED BY THE ENGINEER WHICH ARE SUB-CONTRACTED TO OTHER PARTIES WITH THE OWNER'S APPROVAL.

Rempe-Sharpe & Associates, Inc.
Civil Engineering · Structural Engineering
Surveying Services · Design & Construction

