



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item:		Sanitary Sewer System Evaluation Contract	
Presenter & Title:		Bob VanGyseghem, Superintendent of Water & Wastewater	
Date:		1/7/2019	
<b><i>Please Check Appropriate Box:</i></b>			
<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 -
Estimated Cost: \$135,200		Budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Executive Summary:</b>			
<p>Special Condition 20 of the 2018 NPDES Permit for the Wastewater Plant states in part that the “The Permittee shall work towards the goals of achieving no discharges from sanitary sewer overflows or basement back-ups and ensuring that overflows or back-ups, when they do occur do not cause or contribute to violations of applicable standards or cause impairment in any adjacent receiving water. Overflows from sanitary sewers are expressly prohibited by this permit and by ILL. Adm. Code 306.304”.</p> <p>Progress has been made in controlling infiltration by lining and replacing city sewers. However, 90% of the sanitary sewer system that was installed before 2001 has not been improved and continues to age and deteriorate. During heavy rains the sanitary sewer system is stressed to convey the excess flow from ground water that enters the city sewers which result in sanitary sewer overflows.</p> <p>Reflecting on the improvements made since 2001, flow monitoring studies performed, capacity constraints at the Wastewater Plant, and further restrictions from the IEPA, staff determined that a holistic approach to the sanitary system is needed.</p> <p>Staff prepared and published a Request for Qualifications for Engineering Services for a Sanitary Sewer System Evaluation and received eight (8) qualification submittals from qualified engineering firms on September 7, 2018. A review committee consisting of five (5) Public Works staff independently reviewed and ranked the submittals. The top three candidates were then asked to submit recent final reports that were representative of the work that Geneva was requesting. Based on a review of the reports submitted staff determined that Walter E. Deuchler, Aurora, IL was the best candidate to perform the Sanitary Sewer System Evaluation.</p>			

Staff started contract negotiations with Walter E. Deuchler on October 10, 2018. The goals and objectives of the contract consist of, determining if a second river crossing is needed to convey flow to the wastewater treatment plant; infiltration and inflow removal; evaluating the possibility of in-line storage/off-line storage/excess flow treatment facilities; compliance measures to prevent Sanitary Sewer Overflows; a Facility Plan to evaluate the available capacity of the Wastewater Treatment Plant and develop recommendations for serving potential new customers in the South East Industrial Area. The contract as presented has been reviewed by the city attorney and is multi-year due to the extent of the work involved and budget constraints. The contract includes a cost for FY19 at \$135,200, FY20 at \$735,800 and FY21 at \$503,400. The second and third year of the contract would be dependent upon budgetary approval by the City Council.

**Attachments:** *(please list)*

- Resolution
- Contract

**Voting Requirements:**

*This motion requires 6 affirmative votes for passage.*

*The Mayor may vote on three occasions: (a) when the vote of the aldermen or trustees has resulted in a tie; (b) when one half of the aldermen or trustees elected have voted in favor of an ordinance, resolution, or motion even though there is no tie votes; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.*

**Recommendation / Suggested Action:** *(how item should be listed on agenda)*

Staff requests that the City Council authorize the City Administrator to enter into a contract with Walter E. Deuchler at a cost not-to-exceed \$135,200 for FY19 and dependent upon budgetary approval by the City Council not to exceed \$735,800 for FY20 and \$503,400 for FY21.

**RESOLUTION NO. 2019-02**  
**RESOLUTION AUTHORIZING EXECUTION OF**  
**Contract with Walter E. Deuchler**

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**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 Walter E. Deuchler relating to a Sanitary Sewer System Evaluation.

**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 \_\_\_\_\_, 2019

**AYES: \_\_ NAYS: \_\_ ABSENT: \_\_ ABSTAINING: \_\_ HOLDING OFFICE: \_\_**

Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**ENGINEERING AGREEMENT  
FOR  
SANITARY SEWER EVALUATION  
CITY OF GENEVA, ILLINOIS**

This Agreement is made and entered into this        day of       , 2019, by and between Walter E. Deuchler Associates, Inc., whose address is 230 Woodlawn Avenue, Aurora, IL, 60506, hereinafter called the “Engineer”, and the City of Geneva, State of Illinois, hereinafter called the “Owner”, and covers certain professional engineering services in connection with the improvement.

Witnesseth that, in consideration of these premises and of the mutual covenants herein set forth,

Now, therefore, the Owner and Engineer, in consideration of their mutual covenants, herein agree in respect to the performance of professional engineering services by the Engineer, and the payment for those services by the Owner, as set forth below.

**SECTION 1 - PROJECT DESCRIPTION**

1.1 The Owner intends on entering into a multi-year contract with the Engineer for professional engineering services to evaluate Owner’s wastewater collection system and wastewater treatment plant in order to accomplish the following goals and objectives:

1.1.1 Based on previous engineering studies and reports completed by the Engineer and others, Engineer will determine if a second sanitary sewer river crossing is needed adjacent to the existing crossing located at the east end of South Street. In addition, other alternatives will be evaluated including infiltration and inflow removal, in-line storage, off-line storage, and excess flow treatment facilities. If additional facilities are necessary, Engineer will prepare a preliminary design and develop an opinion of the probable construction costs for the recommended alternative.

1.1.2 Based on the recommended alternative from Section 1.1.1, Engineer will evaluate the constraints and impacts to the Wastewater Treatment Plant (WWTP). Design of the recommended alternative will be based on these constraints.

1.1.3 Engineer will develop a program to evaluate and recommend necessary modifications, if any, for surcharging and sanitary sewer overflows (SSOs) often requiring pumping by the Owner during wet weather events at the following locations:

- a. Sanitary Manhole 3O-M19
- b. Sanitary Manhole 3P-M15
- c. Sanitary Manhole 6R-M17
- d. Sanitary Manhole 4S-M36
- e. Sanitary Manhole 1T-M03
- f. Sanitary Manhole 2V-M06

Engineer will assist Owner in being compliant with Special Condition 20 of the Owner's Draft NPDES Permit which states that: the Owner shall work towards the goal of achieving no discharges from SSOs or basement back-ups and ensuring that overflows or back-ups, when they do occur, do not contribute to violations of applicable standards or cause impairment in any adjacent receiving water.

- 1.1.4 Engineer will evaluate the available capacity of the WWTP and develop recommendations for serving potential new customers in the yet to be developed South East Industrial Area. A Facility Plan will be developed to assess the condition and needs within the wastewater collection system for conveyance of projected wastewater flows and the condition and needs at the WWTP. The Facility Plan will be developed with the following objectives:
- a. Evaluate the City's current and future capacity needs
  - b. Document the condition and capacity of the collection, conveyance and treatment infrastructure
  - c. Determine the maximum hydraulic/organic loading to the WWTP to properly develop and analyze alternatives to meet the capacity, regulatory and rehabilitation needs of the City's infrastructure
  - d. Identify cost-effective treatment using the best technology available to meet future regulatory requirements as it pertains to serving the South East Industrial Area and potential impacts to the main pump station and/or wet weather storage/treatment facility
  - e. Provide estimates for design, construction and operational costs of the recommended alternatives
  - f. Evaluate and select alternative processes that will meet future capacity needs for the South East Industrial Area and potential increased wet weather flows conveyed to the treatment facility
  - g. Develop a phased approach with associated cost opinions and an implementation plan with a schedule for completion of the phases
- 1.1.5 Engineer will review the Owner's existing Capacity, Management, Operation and Maintenance (CMOM) Plan and assist Owner in updating the Plan annually in accordance with Special Condition 20 of the Owner's Draft NPDES Permit.
- 1.1.6 Engineer will develop a Capital Improvement Plan (CIP) for all of the recommended wastewater collection system and treatment plant improvements developed in Sections 1.1.1 thru 1.1.5. The CIP will include a schedule and opinion of the probable construction costs for each of the recommended improvements for budgeting and construction considerations.

1.2 The foregoing goals and objectives are hereinafter referred to as the "PROJECT".

## **SECTION 2 - THE ENGINEER AGREES**

- 2.1 To perform professional engineering services in connection with Section 1 herein referred to as the "PROJECT" and as hereinafter stated.
- 2.2 To serve as the Owner's professional engineering representative in those phases of the

Project to which this Agreement applies, and to give consultation and advice to the Owner during the performance of the services.

- 2.3 To provide professional engineering services for the PROJECT in connection with the attached Scope of Work and Anticipated Project Schedule (see attached Exhibit 1).
- 2.4 That all studies and plans furnished by the Engineer pursuant to this Agreement will be endorsed by him and will show his professional seal where such is required by law.

### **SECTION 3 - THE OWNER AGREES**

- 3.1 To furnish all available data such as construction plans of sanitary sewers and wastewater treatment plant, preceding reports prepared by others, GIS maps of the City streets and sewer systems, land use plan, comprehensive development plans, sewer televising videos, manhole inspection reports, and sewer rehabilitation plans completed by Owner and others.
- 3.2 To designate in writing a person to act as Owner's representative with respect to the services to be performed or furnished by Engineer under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to Engineer's services for the Project.
- 3.3 To locate and expose buried manhole covers and provide access to same on public and private property (provided there are existing easements), to allow inspection and televising.
- 3.4 To pay the Engineer for those services described in Section 2 a not-to-exceed amount of \$1,374,400.00 based on the Engineer's 2018 Fee Schedule. Said amount shall be divided as follows per the specified fiscal year in accordance with the Scope of Work and Anticipated Project Schedule (see attached Exhibit 1). Fiscal year shall be defined as beginning May 1<sup>st</sup> and ending April 30<sup>th</sup> of the following year.
  - 3.4.1 Fiscal Year 2018-2019: \$135,200.00
  - 3.4.2 Fiscal Year 2019-2020: \$735,800.00
  - 3.4.3 Fiscal Year 2020-2021: \$503,400.00
- 3.5 That those services beyond the scope of Section 1 and not included in Section 2, will be considered additional work. Compensation for additional work will be paid in accordance with the 2018 Fee Schedule or the current fee schedule in effect, except that this compensation will not be included in the above not-to-exceed amount. No additional work will be performed without the Owner's prior written approval.
- 3.6 That payments due the Engineer for services rendered will be made in monthly payments based upon actual work completed. Interest at the rate of one and one-half percent (1.5%) per month, but not exceeding the maximum rate allowable by law, shall be payable on any amounts that are due but unpaid more than thirty (30) days from receipt of invoice, payment to be applied first to accrued late payment charges and interest, and then to the unpaid principal amount. In the event a payment is more than thirty (30) days late, Engineer may, at his option, withhold delivery of reports, services or other data pending receipt of such payment for services rendered. Owner agrees to pay reasonable legal fees

and other related costs or expenses incurred by Engineer in collecting its compensation for those services from Owner.

- 3.7 That Engineer has the right to suspend or terminate service if undisputed charges are not paid within forty-five (45) days of receipt of Engineer's invoice, and Owner agrees to waive any claim against Engineer arising, and to indemnify, defend, and hold Engineer harmless from and against any claims arising, other than from Engineer's negligence or wrongful conduct, from Engineer's suspension or termination due to Owner's failure to provide timely payment.
- 3.8 Reimbursable expenses and services from outside vendors, subconsultants and subcontractors shall be invoiced with a 1.08 multiplier for administrative costs.
- 3.9 In the event of any action by a party to enforce the terms hereof, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney fees and court costs. If Engineer is requested to respond to any mandatory orders for the production of documents or witnesses on Owner's behalf regarding work performed by Engineer, Owner agrees to pay all costs and expenses incurred by Engineer not reimbursed by others in responding to such order, including attorneys' fees, staff time at current billing rates and reproduction expenses.
- 3.10 Engineer's employees shall not be retained as expert witnesses except by separate written agreement. The Owner agrees to pay the Engineer pursuant to the Engineer's then current fee schedule for any Engineer employee(s) subpoenaed by any party as an occurrence witness as a result of the Engineer's services under this Agreement.
- 3.11 Engineer acknowledges that it carries, and shall maintain for the duration of the Project, insurance issued by a company or companies qualified to do business in Illinois in the usual and customary amounts for professional engineers for Professional Liability, Worker's Compensation, Employer's Liability, and Commercial Automobile Liability with the following coverages:
  - 3.11.1 Commercial General Liability Insurance, limits of not less than one (1) million dollars (\$1,000,000) each occurrence and two (2) million dollars (\$2,000,000) general aggregate.
  - 3.11.2 Automobile Liability Insurance with limits of not less than one (1) million dollars (\$1,000,000).
  - 3.11.3 Workers Compensation and Employer's Liability Insurance of not less than one (1) million dollars (\$1,000,000).
  - 3.11.4 Professional Liability Insurance, limits of not less than two (2) million dollars (\$2,000,000) per claim and four (4) million dollars (\$4,000,000) aggregate.
  - 3.11.5 Umbrella Liability Insurance, limits of not less than five (5) million dollars (\$5,000,000) per claim and five (5) million dollars (\$5,000,000) aggregate.

Certificates for such insurance shall be delivered to Owner prior to the commencement of any work. Engineer will not modify the insurance coverages without the Owner's prior

written consent. In no event shall the Engineer indemnify any other party for the consequences of that party's negligence, including failure to follow the Engineer's recommendations. Notwithstanding anything herein to the contrary, neither party shall be liable to the other for any incidental or consequential damages, including loss of use or loss of profits.

- 3.12 Within the limits and the conditions of Engineer's insurance, Engineer agrees to indemnify and save Owner harmless from and against any loss, damage, injury or liability arising from any negligent acts of Engineer, its employees, agents, subcontractors and their employees and agents. Engineer shall not be responsible for any loss, damage or liability covered by insurance beyond the amounts, limits and conditions of such insurance. Engineer shall not be responsible for any loss, damage or liability arising from any acts by Owner, its agents or employees .
- 3.13 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

#### **SECTION 4 - IT IS MUTUALLY AGREED**

- 4.1 This Agreement may be terminated by the Owner upon giving notice in writing to the Engineer at his last known post office address. Upon such termination, the Engineer shall cause to be delivered to the Owner copies of all reports, drawings, specifications, partial and completed estimates and data. The Engineer shall be paid for any services completed and any services partially completed in accordance with Section 3.
- 4.2 That the Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty the Owner shall have the right to void this Agreement without liability to the Owner whatsoever.
- 4.3 That the Owner acknowledges that the Engineer is a corporation and agrees that any claim made by the Owner arising out of any act or omission of any director, officer or employee of the Engineer, in the execution or performance of this Agreement shall be made against the Engineer and not against such director, officer or employee.
- 4.4 That the Owner and the Engineer each binds themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement; except as above, neither the Owner nor the Engineer shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any elected or appointed officer, employee or agent of any public body which may be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Owner and the Engineer.
- 4.5 That the Engineer grants to the Owner a nonexclusive license to retain, and to reproduce the Engineer's designs, drawings, plans, specifications, photos, reports, information,

observations, calculations, notes, and any other documents, data, or information, in any form in connection with the services (“Documents”) for constructing additions to any project, or for completion of a project by others. Any Documents bearing the Engineer’s seal or signature shall not be used by the Owner for other projects. In the event of any termination of the Engineer’s services, the Engineer shall turn over and deliver to Owner a copy of all Documents, including any information or Documents in electronic format, AutoCAD, or otherwise. In the event any such Documents are incomplete, the same may be appropriately marked by the Engineer as “Incomplete and Unreliable. Use of these documents for any reason is at the user’s sole risk.” Owner assumes all responsibility for any Documents which have been modified by or on Owner’s behalf. For incomplete Documents, or Documents that were modified, the Owner agrees to indemnify and hold harmless the Consultant, its officers, directors, and employees against any damages, liabilities or costs, including reasonable attorneys’ fees and defense costs, arising from the use of such Documents.

- 4.6 The Engineer shall perform the function of Agent or Representative of the Owner during the performance of the PROJECT. The Engineer may be required to enter private properties and private premises to perform the work identified in the PROJECT. The Owner agrees to indemnify, defend and hold harmless the Engineer from any claim, suit, liability, damage, injury, cost or expense, including attorney fees, arising out of Engineer’s entry into private properties and private premises, unless resulting from Engineer’s negligence or wrongful conduct or as provided by law.
- 4.7 That since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)’ methods of determining prices, or over competitive bidding or market conditions, Engineer’s opinions of probable total project costs and construction cost provided for herein are to be made on the basis of Engineer’s experience and qualifications and represent Engineer’s best judgement as an experienced and qualified professional Engineer familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual total project or construction costs will not vary from opinions of probable cost prepared by Engineer.
- 4.8 That any difference between the Engineer and Owner concerning the interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the Engineer, one member appointed by the Owner and a third member appointed by the two other members for disposition and that the committee shall attempt to resolve the difference by formal non-binding mediation conducted in accordance with rules and procedure to be agreed upon by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Executed by the Owner:

City of Geneva, Kane County,  
State of Illinois

ATTEST:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Executed by the Engineer:

Walter E. Deuchler Associates, Inc.  
230 Woodlawn Avenue  
Aurora, IL 60506

BY: \_\_\_\_\_

Title: President