



### AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Engineering Agreement with Deuchler Engineering		
Presenter & Title:	Bob VanGyseghem, Superintendent of Water & Wastewater		
Date:	May 17, 2021		
<b>Please Check Appropriate Box:</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 -
Associated Strategic Plan Goal/Objective: EMS-II			
Estimated Cost: \$315,160.00	Budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
If "Other Funding," please explain how the item will be funded:			
<b>Executive Summary:</b>			
<p>In January of 2019 the City of Geneva entered into a contract for FY 2019-2021 with Deuchler Engineering, Aurora, IL to evaluate the sanitary sewer system and make recommendations for improvements. Deuchler Engineering has completed a Capacity, Management, Operations, and Maintenance Plan as required in Special Condition 20 of the 2019 NPDES Permit; a sewer capacity review of the future south east industrial area; a flow analysis report of the Fargo area; a river crossing flow model; sanitary sewer evaluation of the Geneva East Subdivision and subsequent improvements to the sanitary sewer system in Geneva East. Staff has been pleased with the work completed by Deuchler Engineering. Staff desires to enter into a new contract with Deuchler Engineering to continue the sanitary sewer evaluation for FY 2022 and 2023. The goals and objectives of the contract consist of completion of the Facility Plan Update for wet weather flows, ongoing flow monitoring in areas where sanitary sewer overflows have occurred, sump pump inspections in the Geneva East Subdivision, recommendations for capital improvements to improve the collection system, and condition assessments of all sanitary sewer lift stations.</p> <p>The contract includes a cost for FY22 at \$315,160 and FY23 at \$509,840. The second year of the contract would be dependent upon budgetary approval by the City Council.</p>			
<b>Attachments:</b> <i>(please list)</i>			
<ul style="list-style-type: none"> <li>• Resolution</li> <li>• Engineering Agreement</li> </ul>			
<b>Voting Requirements:</b>			
<p><i>This motion requires ___ affirmative votes for passage.</i></p> <p><i>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 vote; 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.</i></p>			
<b>Recommendation / Suggested Action:</b> <i>(how the item should be listed on agenda)</i>			
Recommend approval of Resolution Authorizing the City Administrator to execute an Engineering Agreement with Deuchler Engineering.			

**RESOLUTION NO. 2021/59**

**RESOLUTION AUTHORIZING EXECUTION OF  
Engineering Agreement with Deuchler Engineering**

**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, an agreement with Deuchler Engineering, in the form attached hereto at Exhibit "A" for Sanitary Sewer 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 \_\_\_\_\_, 2021

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

Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

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



completed. Contract documents and construction services will be provided for each area based on the recommendations and agreed upon construction schedule.

- 1.1.3 Engineer will perform sump pump inspections in the Geneva East Subdivision to identify further sources of inflow. Engineer will provide a report summarizing the sources of inflow identified during the inspections.
  - 1.1.4 Engineer will perform a condition assessment of each of the City's collection system pump/lift stations. This assessment will include the City's 8 collection system pump stations and does not include the Influent Pump Station at the Wastewater Treatment Plant. The condition assessments for each pump station will be documented in a Collection System Pump Station Condition Assessment Report.
  - 1.1.5 Engineer will prepare contract documents for the recommended improvements identified in the Collection System Pump Station Condition Assessment Report.
  - 1.1.6 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.
  - 1.1.7 Engineer will assist City Staff to update the City's GIS information and asset management system annually to comply with CMOM requirements.
  - 1.1.8 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, 1.1.2, 1.1.4 and 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.
- 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 1 a not-to-exceed amount of \$825,000.00 based on the Engineer's 2021 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 (attached). 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 2022: \$315,160.00
  - 3.4.2 Fiscal Year 2023: \$509,840.00
- 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 2021 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 and within the time frame set forth in Section 3.7.
- 3.7 To pay Engineer after approval of the invoice in accordance with the Illinois Prompt Payment Act.
- 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 reasonable attorneys' fees, staff time at current billing rates and reproduction expenses. Notwithstanding the foregoing to the contrary, Engineer shall cooperate in providing documents requested pursuant to reasonable Freedom of Information requests at no additional cost or charge to the Owner. Freedom of Information requests requiring Engineer staff time in excess of 2 hours and reproduction expenses in excess of \$50 shall be reimbursed by the Owner.
- 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 \_\_\_\_\_, 2021.

Executed by the Owner:

City of Geneva, Kane County,  
State of Illinois

ATTEST:

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

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

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Executed by the Engineer:

Deuchler Engineering Corporation  
230 Woodlawn Avenue  
Aurora, IL 60506

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

TITLE: President

ID	Task Mode	Task Name	Baseline Cost	Timeline													
				2020 Q4	2020 Q1	2020 Q2	2020 Q3	2020 Q4	2021 Q1	2021 Q2	2021 Q3	2021 Q4	2022 Q1	2022 Q2	2022 Q3	2022 Q4	2023 Q1
1		<b>Geneva SSES 2021-2023</b>	<b>\$825,000.00</b>	<b>Geneva SSES 2021-2023</b>													
2		<b>Fiscal Year 2021-2022</b>	<b>\$315,160.00</b>	<b>Fiscal Year 2021-2022</b>													
3		Construction Services (Geneva East Subdivision, complete public)	\$12,600.00	20 days													
4		Contract Documents (Geneva East Subdivision, public interceptor hydraulic modifications)	\$50,400.00	40 days													
5		Construction Services (Area TBD)	\$63,000.00	100 days													
6		Sump Pump Inspections (Geneva East Subdivision)	\$67,200.00	40 days													
7		Sump Pump Inspection Report (Geneva East Subdivision)	\$8,400.00	10 days													
8		Manhole Inspections (Downtown Area)	\$33,600.00	40 days													
9		Analysis Reports (Downtown Area)	\$8,400.00	20 days													
10		Analysis Reports (Fargo Area)	\$8,400.00	20 days													
11		Facility Plan Update	\$16,800.00	40 days													
12		Long Term Flow Monitoring	\$37,960.00	260 days													
13		Annual CMOM Update	\$8,400.00	10 days													
14		<b>Fiscal Year 2022-2023</b>	<b>\$509,840.00</b>	<b>Fiscal Year 2022-2023</b>													
15		Construction Services (Area TBD)	\$64,890.00	100 days													
16		Annual GIS Update	\$17,304.00	20 days													
17		Contract Documents (Division Area)	\$38,934.00	30 days													
18		Contract Documents (Fargo Area)	\$38,934.00	30 days													
19		Contract Documents (2E)	\$38,934.00	30 days													
20		Contract Documents (2F)	\$38,934.00	30 days													
21		Contract Documents (Downtown Area)	\$38,934.00	30 days													
22		Pump Station Condition Assessments (8)	\$77,868.00	30 days													
23		Pump Station Rehabilitation Contract Documents	\$86,520.00	50 days													
24		Asset Management Assistance	\$10,815.00	50 days													
25		Capital Improvement Plan	\$8,652.00	10 days													
26		Long Term Flow Monitoring	\$40,491.00	260 days													
27		Annual CMOM Update	\$8,630.00	10 days													

Project: Project Schedule  
Date: Wed 4/14/21

Task		Rolled Up Task		Inactive Milestone		Start-only	
Split		Rolled Up Milestone		Inactive Summary		Finish-only	
Milestone		Rolled Up Progress		Manual Task		Deadline	
Summary		External Tasks		Duration-only		Progress	
Project Summary		External Milestone		Manual Summary Rollup			
Group By Summary		Inactive Task		Manual Summary			