McMAHON
ENGINEERS ARCHITECTS

To: **The Village President and Board of Trustees**

From: **Chris Dopkins, P.E., Village Engineer**

Re: **Cleaning and Televising of Sanitary Sewer – Phase II**

Date: **August 5, 2020**

You may recall that the Village budgeted funds to continue the program for cleaning and televising of the sanitary sewer system. There are numerous purposes to implement a cleaning and televising program:

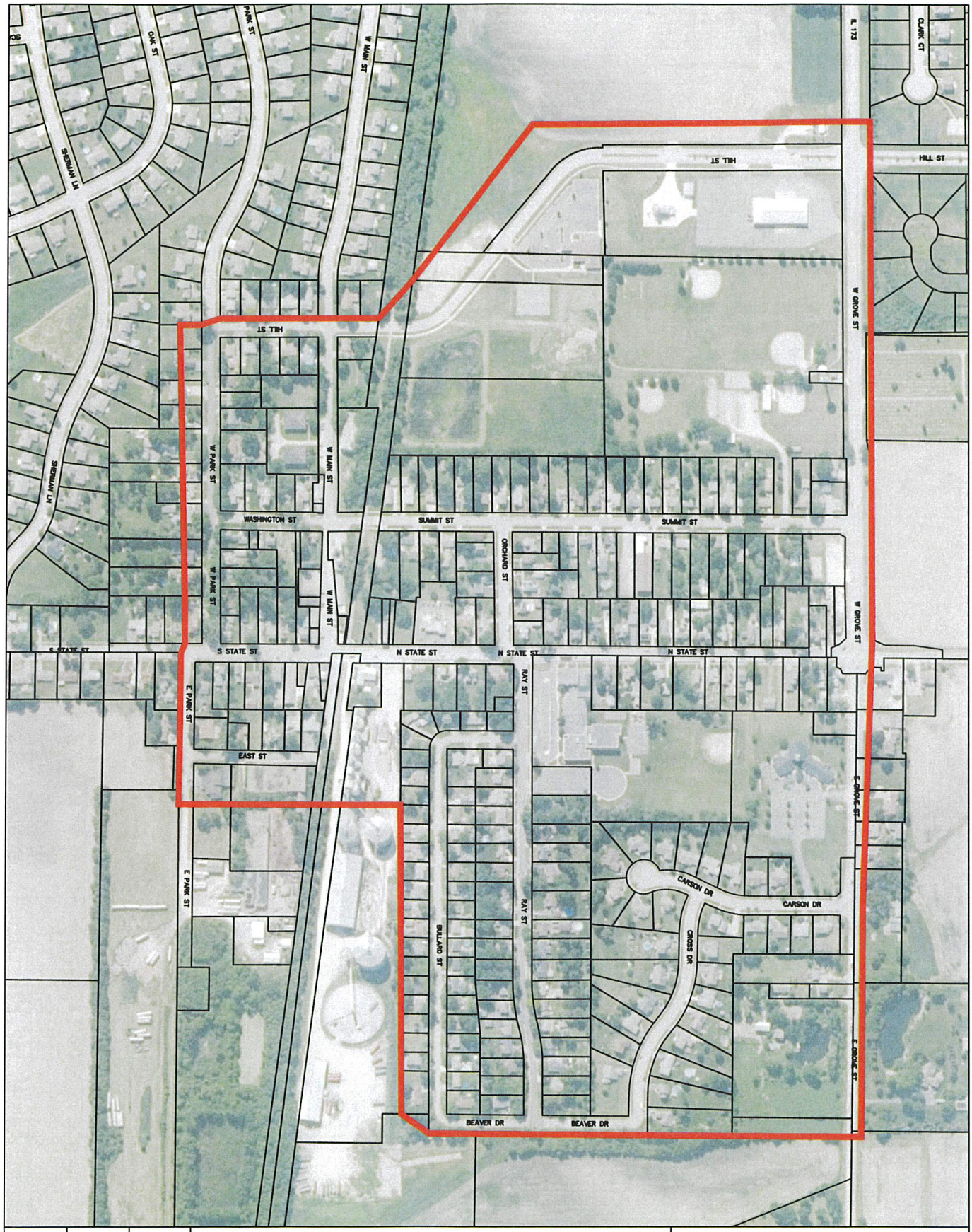
- To help manage collection system issues in a proactive vs. reactive manner by identifying and fixing problem areas before catastrophic failure occurs.
- To help prioritize and budget for needed maintenance and replacement of sanitary sewer.
- To help minimize inflow and infiltration (often referred to as "I&I") into the sanitary sewer collection system.
- To help meet the requirements of mandated capacity, management, operations and maintenance (CMOM) programs. CMOM programs are being mandated by the Federal EPA and in turn state EPAs, and are often requirements of an NPDES permit renewal. The purpose of a CMOM program is to assure that a sewage system is properly managed, operated and maintained and has adequate capacity to convey peak flows. CMOM programs help insure that feasible steps are taken to eliminate excessive infiltration and inflow from the system, and the program must mitigate the impact of overflows on waters of the state, the environment and public health.

The second phase of the cleaning and televising program will take place in the oldest parts of the Village shown on the attached drawing as (1) the Village has experienced sanitary sewer and service failures in this part of town in the recent past; and (2) this is the oldest infrastructure and one would reasonably expect the oldest infrastructure to have the most problems. The scope of contractor's work is to:

1. Clean the sanitary sewers and televise the same. Cleaning is divided into categories by pipe diameter and by heavy or light duty cleaning.
2. Inspect the manholes using a "Level II" inspection, method, meaning that either a person is physically entering the manhole, or high definition camera is inserted into the manhole to complete the inspection.
3. If there are service laterals protruding into the sanitary sewer main, they will be removed via grinding.
4. Provide deliverables of the inspections. Deliverables are typically written reports and video reports.

If approved by the Board in August, we would bid the project in late August, award a contract in September and begin cleaning and televising in October. Final report would be delivered to the Village by the end of December. As a side note, it is best to conduct the cleaning/televising during the spring or fall months as it typically rains during those times which makes it easier to spot infiltration and inflow entering the system. Note that the design engineering costs are less than last year's program as we had already completed some of the design engineering for the north system before making the scope was changed to Bel Air Subdivision.

Please do not hesitate to contact me at 636-9590 if I may provide additional assistance.



VILLAGE OF POPLAR GROVE
PHASE I CLEAN & TELEVISE
LOCATON MAP

SCALE	NONE
PROJECT NO.	P0013—
DATE	JUNE 4, 2019

McMAHON
ENGINEERS ARCHITECTS
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RESOLUTION 20-____

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE RESOLVING TO PROCURE ENGINEERING SERVICES FOR THE PHASE II CLEAN & TELEVISE OF SANITARY SEWER

WHEREAS, the Village of Poplar Grove ("Village") desires to implement a cleaning and televising program for its sanitary sewer system for use in planning of future maintenance and/or replacement of sanitary sewers; and

WHEREAS, pursuant to State Statute, public works projects in excess of $25,000 are required to be publically bid, unless such bid requirement is waived via supermajority vote of the Board of Trustees; and

WHEREAS, it is necessary to provide plans, contract documents and specifications to undergo the public bidding process as outlined by Village Code; and

WHEREAS, the Village desires to engage the services of McMahon Associates, Inc. to prepare the above referenced documents; and

WHEREAS, the Village has determined that it is in the best interest of its citizens to complete the work as herein described above.

NOW THEREFORE BE IT RESOLVED, by the President and Board of Trustees of the Village of Poplar Grove, Boone County, Illinois that by the adoption of this Resolution:

1. The above recitals are incorporated herein and made part hereof.
2. The Village hereby approves the engineering agreement hereto as Exhibit A and made part of this resolution.
3. The Village President is hereby authorized to sign the engineering agreement for the Phase II Cleaning and Televising Program.

The Village Clerk of Poplar Grove shall attest the same after the signature of the Village President.

Adopted this ___ day of _____, 2020.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2020

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED_____, 2020

_____

VILLAGE PRESIDENT

ATTEST:

_____

VILLAGE CLERK

McMAHON
ENGINEERS ARCHITECTS

AGREEMENT
For Professional Services

Village of Poplar Grove
200 South Hill Street
Poplar Grove, IL 61065

Date: August 5, 2020

McM. No. M0032-79-0001.00

PROJECT DESCRIPTION:

The Village of Poplar Grove wishes to continue a Village-wide assessment of its aging sanitary sewer infrastructure by entering Phase II of its cleaning & televising program. The Village intends to utilize the information provided in the deliverables for planning future maintenance and replacement programs. This second phase of the program is proposed for 2020 and will focus on the area generally bordered by IL 173, Hill Street, Park Street and Beaver Drive.

SCOPE OF SERVICES:

McMAHON ASSOCIATES, INC. agrees to provide the following Scope Of Services for this project:

- Preparation of bidding documents, including but not limited to specifications, contract quantities and exhibits.
- Answer Contractor questions and issue addenda when appropriate and conduct a pre-bid meeting with preparation of meeting minutes.
- Provide review of bid results and written recommendation to the Village Board for contract award.
- Prepare contract documents for the Village and successful Contractor's signature.
- Conduct pre-construction meeting; and provide construction engineering services on a part-time, as-needed basis as requested by the Village of Poplar Grove.
- Post-Construction services include the review of deliverables (i.e. televising videos, reports, etc.) and recommendation of maintenance and/or replacement actions for sanitary sewer and manholes with associated opinion of probable construction costs.

Items Not Included In The Scope Of Services:
The following items are not included in the Scope Of Services for this project:

- The Village of Poplar Grove is responsible for bid advertisement costs.

SPECIAL TERMS: (Refer Also To General Terms & Conditions - Attached)

The Scope of Services and Compensation sections contained in this agreement, as well as any memorandum, letters, and other written and verbal correspondence and dialog pertaining to this agreement are considered confidential and proprietary, and shall not be released or otherwise made available to any 3rd party without the without the expressed written consent of the McMahon Associates, Inc.

COMPENSATION: (Does Not Include Permit Or Approval Fees)
McMAHON ASSOCIATES, INC. agrees to provide the Scope Of Services described above for the following compensation:

☐ Rates Per Attached Fee Schedule

☐ Lump Sum: **Design/Bidding Budget (L.S.) - $2,500**
Construction Budget (T&E) - $3,600

☒ Other: **Post-Construction Budget (T&E) - $5,600**

COMPLETION SCHEDULE:

The following schedule is proposed:

Advertise For Bids – August 26, 2020
Open Bids – September 9, 2020
Award Contract – September 16, 2019
Start Construction – On or about October 5, 2020

ACCEPTANCE:

The General Terms & Conditions And The Scope Of Services (Defined In The Above Agreement) Are Accepted, and McMAHON ASSOCIATES, INC. Is Hereby Authorized To Proceed With The Services.

☐ This Agreement Confirms Our Written Proposal, Dated: N/A

☐ This Agreement Confirms Our Verbal Estimate Given On: N/A

The Agreement Fee Is Firm For Acceptance Within Sixty (60) Days From Date Of This Agreement.

OWNER: Village of Poplar Grove

By: _____
(Authorized Signature)

Title: Village President

Date: August 19, 2020

McMAHON ASSOCIATES, INC.
Machesney Park, Illinois

By: _____
Christopher Dopkins, P.E.

Title: Associate

Date: August 19, 2020

Please Return One Copy For Our Records

1700 Hutchins Road
Machesney Park, IL 61115
815-636-9590 ▪ 815-636-9591 - FAX

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McMAHON ENGINEERS ARCHITECTS McMAHON ASSOCIATES, INC. GENERAL TERMS & CONDITIONS

1. McMAHON ASSOCIATES, INC. (hereinafter referred to as 'McMAHON') will bill the Owner monthly with net payment due in 30-days. Past due balances shall be subject to a service charge at a rate of 1.0% per month. In addition, McMAHON may, after giving 48-hours notice, suspend service under any Agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred. These expenses include service charges on past due invoices, collection agency fees and attorney fees incurred by McMAHON to collect all monies due McMAHON. McMAHON and Owner hereby acknowledge that McMAHON has and may exercise lien rights on subject property.

2. The stated fees and Scope of Services constitute our best estimate of the fees and tasks required to perform the services as defined. This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction, which may alter the Scope. McMAHON will promptly inform the Owner in writing of such situations so changes in this Agreement can be negotiated, as required.

3. The stipulated fee is firm for acceptance by the Owner for 60-days from date of Agreement publication.

4. Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Owner's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.

5. Reimbursable expenses incurred by McMAHON in the interest of the project including, but not limited to, equipment rental will be billed to the Owner at cost plus 10% and sub-consultants at cost plus 12%. When McMAHON, subsequent to execution of an Agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed fee for professional services only after the Owner has been notified and agrees to these costs.

6. McMAHON will maintain insurance coverage in the following amounts:

Worker's Compensation	Statutory
General Liability	
Bodily Injury - Per Incident / Annual Aggregate	$1,000,000 / $2,000,000
Automobile Liability	
Bodily Injury	$1,000,000
Property Damage	$1,000,000
Professional Liability Coverage	$2,000,000

If the Owner requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Owner. McMAHON's liability to Owner for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract is limited to ten (10) times McMAHON's fee not to exceed to $500,000.

7. The Owner agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Owner's purpose. All unresolved claims, disputes and other matters in question between the Owner and McMAHON shall be submitted to mediation, if an agreement cannot be reached by Owner and McMAHON.

8. Termination of this Agreement by the Owner or McMAHON shall be effective upon 7-days written notice to the other party. The written notice shall include the reasons and details for termination; payment is due as stated in paragraph 1. If the Owner defaults in any of the Agreements entered into between McMAHON and the Owner, or if the Owner fails to carry out any of the duties contained in these terms and conditions, McMAHON may, upon 7-days written notice, suspend its services without further obligation or liability to the Owner unless, within such 7-day period, the Owner remedies such violation to the reasonable satisfaction of McMAHON.

9. Re-use of any documents or AutoCAD representations pertaining to this project by the Owner for extensions of this project or on any other project shall be at the Owner's risk and the Owner agrees to defend, indemnify and hold harmless McMAHON from all claims, damages and expenses, including attorneys' fees arising out of such re-use of the documents or AutoCAD representations by the Owner or by others acting through the Owner.

10. Purchase Orders - In the event the Owner issues a purchase order or other instrument related to the Engineer's services, it is understood and agreed that such document is for Owner's internal accounting purposes only and shall in no way modify, add to or delete any of the terms and conditions of this Agreement. If the Owner does issue a purchase order, or other similar instrument, it is understood and agreed that the Engineer shall indicate the purchase order number on the invoice(s) sent to the Owner.

11. McMAHON will provide all services in accordance with generally accepted professional practices. McMAHON will not provide or offer to provide services inconsistent with or contrary to such practices nor make any other warranty or guarantee, expressed or implied, nor to have any Agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, McMAHON will not accept those terms and conditions offered by the Owner in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt, of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

12. McMAHON intends to serve as the Owner's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, approvals and other decisions made by McMAHON for the Owner are rendered on the basis of experience and qualifications and represent our professional judgment. 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 Architect or McMAHON.

13. This Agreement shall not be construed as giving McMAHON the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by Contractors or Subcontractors, or the safety precautions and programs incident to the work of the Contractors or Subcontractors.

14. The Owner shall be responsible for maintenance of the structure, or portions of the structure, which have been completed and have been accepted for its intended use by the Owner. All structures are subject to wear and tear, and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Owner. McMAHON shall have no responsibility for such issues or resulting damages.