

**RESOLUTION 16-15**

**APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH TYSON  
ENGINEERING IN CONNECTION WITH PROVIDING ENGINEERING SERVICES  
FOR THE ROCK CREEK AND BIRCH STREET LIFT STATION SANITARY SEWER  
BASINS SANITARY SEWER EVALUATION STUDY (SSES)**

**WHEREAS** the Village of Manteno acting by and through its Village President and Board of Trustees find it in the public interest that a certified professional be contracted to provide engineering services for the Rock Creek and Birch Street Lift Station Sanitary Sewer Basins Sanitary Sewer Evaluation Study (SSES); and

**WHEREAS** it is necessary to contract with a professional company with certified personnel skilled in providing engineering services for the Rock Creek and Birch Street Lift Station Sanitary Sewer Basins Sanitary Sewer Evaluation Study (SSES); and

**WHEREAS** Tyson Engineering, Kankakee, IL, is a company with professional and certified personnel skilled in providing engineering services for the Rock Creek and Birch Street Lift Station Sanitary Sewer Basins Sanitary Sewer Evaluation Study (SSES).

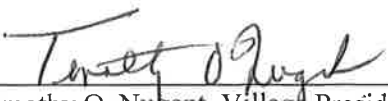
**NOW THEREFORE BE IT RESOLVED** by the President and Board of Trustees of the Village of Manteno, Kankakee County, Illinois as follows:

**SECTION 1:** That an agreement for Professional Services with Tyson Engineering, Kankakee, IL, in connection with providing engineering services for the Rock Creek and Birch Street Lift Station Sanitary Sewer Basins Sanitary Sewer Evaluation Study (SSES) and the same is hereby approved.

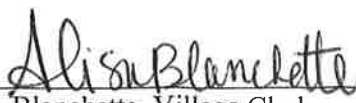
**SECTION 2:** That the Village President is hereby authorized, empowered and directed to execute said agreement for Professional Services provided for in Section One of this resolution in the form and content of **Exhibit "A"** which is attached hereto and made a part hereof.

Passed by the Board of Trustees of the Village of Manteno, Kankakee County, Illinois at a regular meeting thereof held on 6<sup>th</sup> day of September, 2016 and approved by me as Village President on the same day.

RECORD OF THE VOTE	Yes	No	Abstain	Absent
President Timothy Nugent				
Trustee Timothy Boyce	✓			
Trustee Samuel Martin	✓			
Trustee Diane Dole	✓			
Trustee Todd Crockett	✓			
Trustee Joel Gesky	✓			
Trustee Wendell Phillips	✓			
TOTAL VOTES <i>or</i>				
BY OMNIBUS VOTE	6			

  
 \_\_\_\_\_  
 Timothy O. Nugent, Village President

ATTEST:

  
 \_\_\_\_\_  
 Alisa Blanchette, Village Clerk



Geoff Aggen, P.E.  
Direct Line: (815) 464-2664  
Email: gaggen@reltd.com

August 25, 2016

Village of Manteno  
98 East Third Street  
Manteno, IL 60950

Attn: Mr. James Hanley, Superintendent of Public Works

RE: Proposal for Professional Engineering Services  
Rock Creek and Birch Street Lift Station Sanitary Sewer Basins  
Sanitary Sewer Evaluation Study (SSES)

Dear Mr. Hanley:

Tyson Engineering, Inc. (TEI) is pleased to present a proposal for the above referenced project to improve Manteno's wastewater collection system that will ultimately reduce the overall operating expenses. TEI appreciates this opportunity to participate in this project that is important to Manteno. We take great pride in partnering with our clients to achieve their goals, and sincerely appreciate the opportunity to offer our expertise and dedication on this project.

Included in this proposal are the following: 1. Project Overview, 2. Scope of Services, 3. Proposed Project Schedule, 4. List of Deliverables, 5. Payment Terms, 6. Standard Terms and Conditions and 7. Basin Exhibit.

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## 1. PROJECT OVERVIEW

Manteno is desirous of reducing their Inflow and Infiltration (I/I) of storm water into the sanitary sewer system. The Village recognizes the potential savings associated with reduced I/I and is in the process of addressing the defects associated with the I/I problem. At this time Manteno is proposing to go forward with: smoke testing, manhole inspections, flow monitoring and cleaning & televising sanitary sewer in the Rock Creek sanitary sewer basin and the Birch Street Lift Station sanitary sewer basin.

The overall goal of the project is to identify the defects, prepare cost estimates for the repairs, determine the most cost effective repairs, and prioritize the repairs to be addressed in future construction projects.

## 2. SCOPE OF SERVICES

One of the cornerstones of our overall work plan will include following an effective communications protocol throughout the entire project duration, which will be a priority to establish during the initial project kick-off meeting. We envision performance of the following other detailed activities:

### ***Project Initialization***

Prior to the initial project meeting, we will conduct a field visit to better familiarize ourselves with important features throughout the basins, review sanitary atlases, aerial maps, and other available information to enable our staff to quickly learn about the sewer system. At the kick-off meeting, we will verify Manteno's expectations regarding milestone dates, project schedule and project deliverables.

### ***Field Investigations for Manhole Inspection, Smoke Testing Flow Monitoring***

Experienced in-house crews from TEI would perform the necessary manhole inspections, traffic control, smoke testing and flow monitoring utilizing Village-owned flow meters. We will also take photographs as may be required to document sewer flow and surface conditions throughout the project duration.

#### ***Manhole Inspections***

Manhole inspection data including inspection date, GPS location, street address & ground surface conditions, manhole depth, incoming and outgoing pipe locations and diameters, construction type (precast, brick, block, etc.), frame/lid type, and manhole conditions will be recorded for each structure inspected. Typically, manhole defects consist of frames and lids subject to inflow, leaking manhole frames, walls or bench/inverts, or defective manhole steps that can allow infiltration and/or pose potential safety risks. All manhole data and recommended repairs will be recorded and downloaded into a digital database. These inspections will comply with and exceed the minimum standards of the National Association of Sewer Service Companies (NASSCO) Manhole Assessment and Certification Program (MACP) for a level one (1) inspection. The analysis of the data will also be performed by NASSCO MACP Certified staff.

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#### ***Smoke Testing***

Smoke testing will be conducted by using dual blowers by our experienced crews. This work is typically best performed during the summer months during low groundwater table conditions to allow the best opportunity for smoke to visibly percolate through soils encapsulating leaking sanitary sewer pipes, service laterals and manholes. Most often smoke testing also is useful in identifying private sector violations such as downspouts or footing drains connected to the sanitary sewer system. As such it is important to properly notify property owners, as well as local fire and police departments, of this activity in advance. Smoke testing results would also be compiled and provided in a concise database. This testing exceeds the minimum standards of the NASSCO Performance Specification Guideline for Sanitary Sewer Smoke Testing. The analysis of the data will also be performed by NASSCO Certified staff.

#### ***Flow Monitoring***

Flow Monitoring is conducted by using open channel flow meters using area/velocity flow sensors and is performed by our experienced crews. In order to analyze the basins, the data collected needs to include dry weather flows and wet weather flows so typically the monitoring is performed during the spring or summer months. The location for the meter installation is selected by reviewing the system maps along with input from Village staff. The meters are programmed, tested and then installed by Village staff with TEI's supervision. Once a week TEI staff will go to each meter to collect the stored data and

perform any necessary maintenance including changing batteries and cleaning and testing the sensors. Rain gages are also used and that data is monitored and retrieved weekly as well. As the flow monitoring period nears completion, an assessment will be made in order to determine if the meters need to be kept in place for a longer period of time in order to gather more data (if not enough dry weather conditions or not enough rain events during the initial monitoring period). At the end of the flow monitoring, TEI staff will assist the Village's staff to remove the meters. A report will then be provided to the Village including recommendations for the what the next steps should be.

Our field crews typically work at the jobsite from 7:00 AM until 3:30 PM, and are equipped with work vests and ID badges identifying themselves. As needed, our personnel will communicate with you, and will make themselves available to discuss any matters deemed appropriate when needed.

***Cleaning and Televising Sanitary Sewers***

Experienced in-house engineers from TEI would perform the necessary steps to prepare plans, specifications, advertisement, review bids, bid recommendation, construction observation and prepare a final report with recommendations and cost estimates.

***Recommended Rehabilitation Plan***

The technical analysis of the collected data will be completed in conjunction with prior investigation data provided by Manteno. During each interaction with the staff, we will seek to continuously learn about specific incidents, historic norms, chronic problem areas, prior rehabilitation efforts, financial constraints, and currently planned objectives in order to present the highest quality recommended plan.

All the employees working on this job are well-versed in the latest in trenchless technology ~~construction methods, manhole rehabilitation techniques, and those products which provide~~ superior infiltration resistance and longevity. Our considerable experience in these areas allows us to prepare accurate construction cost estimates and schedules to ensure that Manteno's budgetary and timetable goals are achieved.

**3. PROPOSED PROJECT SCHEDULE**

<u>Task</u>	<u>Start Date</u>	<u>Completion Date</u>
Smoke Testing Field Work	September 2016	October 2016
Report and Recommendations		November 2016

<u>Task</u>	<u>Start Date</u>	<u>Completion Date</u>
Manhole Inspection Field Work	October 2016	November 2016
Report and Recommendations		January 2017

<u>Task</u>	<u>Start Date</u>	<u>Completion Date</u>
Cleaning &TV Specifications	October 2016	November 2016
Bid and Award		December 2016
Construction (By Others)	Jan/Feb 2017	March/April 2017
Report and Recommendations		May/June 2017

<u>Task</u>	<u>Start Date</u>	<u>Completion Date</u>
Flow Monitoring (two months)	April 2017	June 2017
Report and Recommendations		July 2017

*All dates are assuming the Authorization to Proceed will occur before September 10, 2016*

#### 4. LIST OF DELIVERABLES

##### Smoke Testing Report

- a. Written report
- b. List of defects per address
- c. Photographs of each defect
- d. Locations of each defect
- e. Cost estimates for repair of the defects
- f. Estimated I/I removed for each defect
- g. Defect summary - \$/ estimated GPM of removed of I/ I

##### Manhole Inspection Report

- a. Written report
- b. List of defects per manhole
- c. Photographs of each manhole location
- d. Locations of each defect in the manhole
- e. Cost estimates for repair of the defects
- f. Estimated I/I removed for each defect
- G. Defect summary - \$/estimated GPM of removed of I/I

##### Flow Monitoring Report

- a. Written report
- b. Work description and process summary
- c. Location basin maps and photos
- d. Analysis of the flow monitoring comparing the normal flows, dry weather flows and wet weather flows
- e. Hydrographs showing the comparisons and I&I
- f. Each basin's Population Equivalencies (PE)
- g. Analysis of Gallons per Capita per Day (GPCPD) for each basin
- h. Rainfall Dependent Inflow/Infiltration (RDII) which explains how much of the rain that enters the sanitary sewer system during rainfall events
- i. Gallons of I/I per lineal foot of sewer for each basin
- j. Recommendations for next step actions

Cleaning and Televising

- a. Plans and specifications
- b. Engineer's estimate
- c. Advertisement
- d. Bid recommendation
- e. Project observation
- f. Post-lining video review
- g. Review invoices and provided payment recommendations
- h. Video report and documentation
- i. Recommendations for rehabilitation work
- j. Cost estimates for recommended work

5. PAYMENT TERMS

**Smoke Testing**

Basin Name	Cost
Rock Creek .....	\$16,000
Birch St. Lift Station.....	\$16,500

**Manhole Inspections**

Basin Name	Cost
Rock Creek.....	\$8,000
Birch St. Lift Station.....	\$8,500

**Flow Monitoring (two months)**

Basin Name	Cost
Rock Creek (2 meters).....	\$14,000
Birch St. Lift Station (2 meters).....	\$14,000

**Cleaning and Televising**

Basin Name	Cost
Rock Creek and Birch St. Lift station Basin.....	\$12,300

*\$49,000*

*NOT NOW*

6. STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions for this proposal are attached hereto and incorporated herein.

7. BASIN EXHIBIT

The Basin Exhibit for this proposal are attached hereto and incorporated herein.

Again, we thank you for the opportunity to submit this proposal for your consideration. Please feel free to call me at (815) 464-2664 or email me at [gaggen@reltd.com](mailto:gaggen@reltd.com) if you have any questions regarding this proposal, or if any additional information is needed.

Very Truly Yours,

**TYSON ENGINEERING, LTD.**



Geoff Aggen, PE

Project Engineer

TEN/pc

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encl

xc: Mayor Tim Nugent, Village of Manteno (w/encl)  
Bernie Thompson, Village of Manteno (w/encl)  
Terry Wilson, Supervisor of Sewer Department

Accepted this 6<sup>th</sup> day of September, 2016.

By:

  
Signature

TIMOTHY O. NUGENT  
Printed Name, Title

**CONTRACT** – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both parties specifically define in writing an official amendment of these Terms and Conditions ("Agreement").

**STANDARD OF CARE** - The standard of care for all professional engineering, survey or related professional services performed or furnished by TEI 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. TEI makes no warranties, express or implied, under this Agreement or otherwise, in connection with TEI's services

**RELIANCE** – TEI may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

**CHANGES IN SCOPE** –The proposed fees constitute TEI's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.

**DELAYS** – TEI shall complete its obligations within a reasonable time. If, through no fault of TEI, such periods of time or dates are changed, or the orderly and continuous progress of TEI's services is impaired, or TEI's services are delayed or suspended, then the time for completion of TEI's services, and the rates and amounts of TEI's compensation, shall be adjusted equitably.

**SUSPENSION & TERMINATION** – Client may suspend the Project upon seven (7) days written notice to TEI. If TEI's services are substantially delayed through no fault of TEI, TEI may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Client shall remain liable for, and shall promptly pay TEI for all services rendered to the date of suspension/termination of services plus suspension/termination charges. Suspension/termination charges include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on Client's behalf.

**OPINION OF PROBABLE COSTS** - TEI's opinions of probable Construction Cost are to be made on the basis of TEI's experience and qualifications and represent TEI's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since TEI has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, TEI cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by TEI.

**REUSE OF PROJECT DELIVERABLES** - All design documents prepared or furnished by TEI are instruments of service, and TEI retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed or sealed by TEI or one of its Consultants.

**RIGHT OF ENTRY** – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work.

**ENVIRONMENTAL CONDITIONS OF SITE** - TEI's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated

biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

**RELATIONSHIP WITH CONTRACTORS** – TEI shall not at any time supervise, direct, or have control over any contractor's work, nor shall TEI have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor 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. TEI neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work. TEI shall have no authority to stop the work of the contractor.

**LIMITATION OF LIABILITY** –Engineer's liability under this Agreement shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Claims.

**INSURANCE** – TEI will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal and TEI's business requirements. Certificates of Insurance will be provided by TEI upon written request.

**MUTUAL WAIVER** – To the fullest extent permitted by law, Client and TEI 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.

**GOVERNING LAW, JURISDICTION & VENUE** – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

**NON-ENFORCEMENT** – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**ASSIGNMENT** – A party can assign its rights or obligations only with the express written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

**SURVIVAL** – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

**THIRD PARTIES** - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or TEI to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and TEI and not for the benefit of any other party.

**SEVERABILITY** - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and TEI, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**STATUTE OF LIMITATIONS** – to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

Initial: \_\_\_\_\_

Date: \_\_\_\_\_

4/01/2014



