McMAHON
ENGINEERS ARCHITECTS

To: **The Committee of the Whole**

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

Re: **Sherman Oaks Drainage Improvements**

Date: **December 1, 2021**

Please allow this memorandum to follow up the discussions that took place at September's Committee meeting. As you will recall, during construction of the Park & Main drainage improvements, we located a field tile which was apparently cut during the construction of the subdivision improvements and was simply abandoned in place. That tile is going to cause problems as it appears to continuously discharge water. As we reported, there is a solution which is to connect the improvements that we are currently constructing into a tile system that was discovered a couple of years ago, and I have again attached a schematic drawing that depicts the solution. As you know, the area south of Park Street is wet which leads to soft conditions and it is therefore very difficult for the residents to perform basic maintenance activities. It is our opinion that the project will improve the conditions such that maintenance activities can be performed.

Ideally, we would design the project over the winter months. We would bid the project in March and award a construction contract in April and allow the contractor to choose when they construct the improvements which would most likely be July or August since they are historically dry months. Final restoration (i.e., planting of the turf grass) will not occur until late August or early September in order to take advantage of the fall growing season. The only permit that may be necessary is an ILR10 permit from IEPA, but that permit is necessary only if one or more acres of land is disturbed during construction and it appears that the project will be close to disturbing an acre. We anticipate that the design, bid, and construction engineering process for these projects will take approximately 150 labor hours to complete. The following table breaks down the engineering costs:

Project	***Total Estimated Project Cost ($)***	***Design & Bid Engineering ($)***	***Estimated Construction Engineering ($)***	***Engineering as % Construction Cost***
Sherman Oaks Drainage Improvements	165,000	12,017	11,080	14.0

Generally, engineering costs are between 12%-25% of project costs, depending on the size and scope of the project. Lower cost projects tend to have higher engineering costs on a percentage basis because there are a certain number of activities that every project requires, and those activities tend to take a higher percentage of the project's budget on lower value projects. Attached to this memo are a resolution authorizing the Village President to execute the engineering agreement for the water main replacement, and a copy of the engineering agreement itself.

Please do not hesitate to contact me at (815) 636-9590 with any questions. Thank you.

June 9, 2021



Designer Notes:

Some survey data is top of pipe as inverts were silted. Inverts and slopes are approximate.

Drain tile location is approximate. There are no drawings on file for the tile system, and tile is drawn in based on observations of the vent located at the corner of 225 W. Park.

N W E S

WinGIS cannot and does not warrant the accuracy of: property and boundary lines, dimensions of parcels and lots, location of structures or improvements, and topographic or geologic features on the land. Only on-site verification or field surveys by a licensed

0 150 300 Feet

SCALE: 1:1,776

WIN GIS
Winnebago County Geographic Information System

RESOLUTION 21-68

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE RESOLVING TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT FOR DESIGN & CONSTRUCTION ENGINEERING SERVICES FOR THE SHERMAN OAKS DRAINAGE IMPROVEMENTS

WHEREAS, there is a drainageway within Sherman Oaks Subdivision that is constantly wet and is therefore not in a maintainable condition; and

WHEREAS, residents whose property abuts the drainageway have expressed concerns to the Village regarding its condition; and

WHEREAS, during an improvement project constructed in 2021 it was discovered that a drain tile is present within the drainageway that constantly discharges base flow; and

WHEREAS, the Village recently discovered a downstream drainage system that could be used to improve the performance and maintainability of the drainage way; and

WHEREAS, the Village desires to construct improvements to improve the drainage system in Sherman Oaks Subdivision; and

WHEREAS, pursuant to State Statute, public works projects in excess of $25,000 are to be publicly bid or awarded via supermajority vote of the Board of Trustees; and

WHEREAS, it is necessary to prepare plans, contract documents and specifications to undergo the public bidding process; and

WHEREAS, Village desires to begin design engineering for the Sherman Oaks Drainage Improvements; 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 professional service agreement hereto as Exhibit A and made part of this resolution.
3. The Village President is hereby authorized to sign the professional service agreement for the Sherman Oaks Drainage Improvements.
4. The Village Clerk of Poplar Grove shall attest the same after the signature of the Village President.

Adopted this 15th day of December 2021.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING “AYE”: _____

_____

VOTING “NAY”: _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED_____, 2021

_____

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: December 8, 2021

McM. Project No. M0032-7-21-00001

PROJECT DESCRIPTION: Drainage improvements within a platted drainage way in Sherman Oaks Subdivision. During construction of the Park & Main drainage improvements, a field tile was located which was apparently cut during the construction of the subdivision improvements and was simply abandoned in place. The tile continuously discharges water which has led to wet and soft conditions within the drainage ditch making it nearly impossible for the property owners to maintain the ditch. The Village desires to construct improvements consisting of new drainage tile, grading improvements and open graded aggregate ditch improvements. The new tile will connect into a recently discovered tile system a few hundred feet away from the existing drainage way.

SCOPE OF SERVICES:
Topographical survey of project area to the limits described above. Prepare plans, SWPPP, specifications, and opinion of probable construction cost for improvements. Coordinate with existing utilities and other J.U.L.I.E. members for project impacts to the respective utilities. Provide plans, contract and specifications for owner/contractor use for bid and construction phase. Provide bid engineering services to include answering contractor questions, issue addenda, conduct pre-bid meeting, prepare written recommendation to the Village Board for contract award, prepare contracts for Village and Contractor signature. Provide construction engineering services including a pre-construction meeting with contractor, provide construction staking and construction observation on an as needed basis. Review and recommend approval of contractor pay requests, shop drawings (when required), file Notice of Intent, Notice of Termination with IEPA.

SPECIAL TERMS (Refer Also To General Terms & Conditions - Reverse Side)
Village of Poplar Grove is responsible for bid advertisement costs, soil boring/geotechnical costs and material testing if desired. 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 express written consent of McMahon Associates, Inc.

COMPENSATION (Does Not Include Permit Or Approval Fees)

☐ Rates Per Attached Fee Schedule
☐ Lump Sum: $
☒ Other: Design Phase = $9,317.00, Bid Phase = $2,700.00 (Lump sum basis)
Construction Phase-time and expense basis estimated @ $11,080.00. This estimate is for planning purposes only, actual construction engineering cost may vary from estimate.

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

COMPLETION SCHEDULE: Plans will be completed for bidding purposes by 4/1/22. Anticipate bidding project in April of 2022, and award contract in May of 2022. Construction of improvements will be completed during the 2022 construction season to coincide with the Village's fiscal year.

ACCEPTANCE:
The General Terms & Conditions Outlined On The Back Of This Page 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 Estimated On: N/A

OWNER: ***Village of Poplar Grove***

By:

Don Sattler
Title: Village President
Date: December 15, 2021

McMAHON Associates, Inc.
Machesney Park, Illinois

By:

Christopher D. Dopkins, P.E.
Title: Senior Project Engineer
Date: December 15, 2021

Please Return One Copy For Our Records
1700 Hutchins Road / Machesney Park, IL 61115
(815)636-9590 / (815)636-9591 - FAX

ID. \FORMS\SF-AGREE.MCM -***File To: MCM/P0013/CONTRACTS/Sherman Oaks Drainage Improvements***

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.