

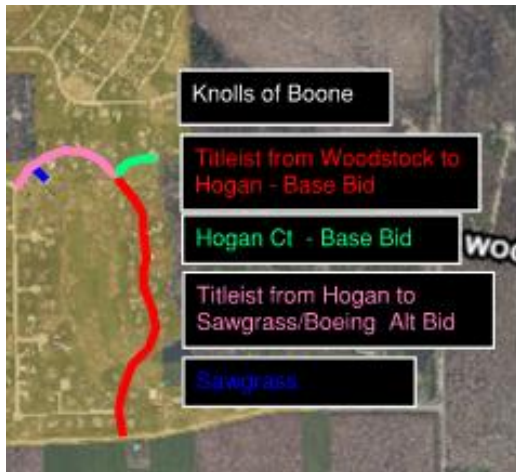
To: The Village President and Board of Trustees

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

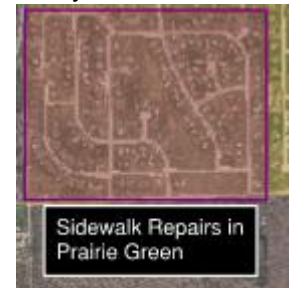
Re: 2025 Pavement Maintenance Program

Date: June 4, 2025

Staff has been working on the 2025 Pavement Maintenance Program and this year's program will begin work in the Knolls of Boone neighborhood as previously outlined in the April and May engineering updates. The work in the Knolls will include resurfacing of Titleist between Woodstock and Hogan's Court, and resurfacing



of Hogan's Court. There are numerous sections of curb and pavement that have settled over the years, and those sections of curb will be removed and replaced and the pavement will be patched and/or leveling binder will be placed prior to resurfacing. We want to make it clear that we are not targeting each and every little duck pond in the curbs, instead we are targeting the larger areas of settlement. Inlet repairs will be made on an "as needed" basis. Obviously, the curb work, inlets and patching drive up the cost of resurfacing, however if the budget allows we may include an alternate bid. The alternate bid would continue the resurfacing of Titleist through Sawgrass Court (and potentially include Sawgrass Court) and/or Boeing Trail. Once



we collect field data we'll be able to generate accurate quantities and will then make a more informed decision regarding the alternate bid.

Along with the work in the Knolls, Staff has targeted two neighborhoods for sidewalk maintenance which generally includes spot repairs where the sidewalks have cracked/heaved. The "old" section of the Village and Prairie Green Subdivision are being targeted for improvements and Staff has identified approximately 155 locations where repairs are needed.



Attached to this memo is a resolution to authorize engineering services for the 2025 Pavement Maintenance Program. Assuming approval at the June 11th Board Meeting, we would anticipate obtaining IDOT approval of the bid specifications by mid to late July. Bid letting is expected to occur in July/August with an August bid opening. A construction contract will then be awarded in August, and construction would be complete by early October. The schedule accounts for reasonable design and IDOT review time, however, our intent is to award a contract at the first meeting in August.

I look forward to discussing the proposed program with the Board. In the meantime, please do not hesitate to contact me at 636-9590 if I may provide additional assistance.

RESOLUTION 2025-09

**A RESOLUTION OF THE VILLAGE OF POPLAR GROVE RESOLVING ENTER INTO
A PROFESSIONAL SERVICE AGREEMENT FOR DESIGN & CONSTRUCTION
ENGINEERING SERVICES FOR THE 2025 PAVEMENT MAINTENANCE PROGRAM**

WHEREAS, the Village of Poplar Grove is dedicated to rebuilding and maintaining streets and sidewalks through its Pavement Maintenance Program; and

WHEREAS, the Village has identified the need to provide pavement maintenance to various roadways and sidewalks within the Village; 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 2025 Pavement Maintenance Program; 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 2025 Pavement Maintenance Program.
4. The Village Clerk of Poplar Grove shall attest the same after the signature of the Village President.

Adopted this 11th day of June, 2025.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2025

AS FOLLOWS:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT, ABSTAIN, OTHER _____

APPROVED _____, 2025

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

Village of Poplar Grove
Attn: Ms. Kristie Richardson, Village President
300 Roosevelt Road
Machesney Park, IL 61115

June 4, 2025
McM. No. M0032-07-25-00001
2025 Pavement Maintenance

PROJECT DESCRIPTION

The project includes resurfacing of roadways, adjustment of manholes/valve boxes, and removal/replacement of pavement, curbing, and sidewalk at various locations within the Village. Proposed construction budget for the program is approximately \$300,00 and will include approximately 0.6 miles of resurfacing and associated improvements along Titelist Trail and Hogan Court. The Village may bid an alternate for the resurfacing of Titleist Trail between Sawgrass (or Boeing) and Hogan if the cost of the improvements allows the alternate(s) to be constructed within budget. Finally, the program will include sidewalk removals/replacements at various locations throughout the Village in Prairie Green Subdivision, and in the older sections of town. The Village desires to use MFT and Road and Bridge Funding for the project, and therefore the program will be designed and bid in accordance with IDOT MFT policies and procedures.

SCOPE OF SERVICES

McMahon Associates, Inc. (McMahon) agrees to provide the following Scope of Services for this project:

Site Topographic Services Include:

1. Topographic survey to facilitate the collection of quantities, and removal/replacements.

Civil Design Services Include:

1. Preparation of plans, specifications and opinion of probable construction costs for the 2025 Pavement Maintenance Program.
2. Meetings with Owner, Developer(s), and Utilities as needed throughout design.
3. Deliverables include plans, contract documents and specifications.
4. Submit and obtain IDOT approval of the plans and specifications.

Bid Engineering Services Include:

1. Review and respond to contractor Request for Interpretation (RFI's) during bidding.
2. Issue addenda as needed.
3. Conduct a pre-bid meeting for the 2025 Pavement Maintenance Program.
4. Attend bid opening for the 2025 Pavement Maintenance Program.

5. Review bid results and provide written recommendation for contract award for the 2025 Pavement Maintenance Program.

Construction Contract Administration Services Include:

1. Review of contractor submittals.
2. Conduct a pre-construction meeting.
3. Provide construction staking.
4. Respond to (RFI's) during construction.
5. Provide construction observation. Observation of construction activities will be conducted on an as-needed basis.
6. Provide construction updates to the Owner as needed.
7. Conduct weekly progress meetings throughout construction.
8. Review and process pay applications.
9. Provide "record" drawings of improvements to Owner.

ITEMS NOT INCLUDED IN THE SCOPE OF SERVICES

The following is not intended to be a comprehensive list. It is intended to highlight general areas not included in the Scope of Services.

This proposal does not include the following: landscape plans; legal descriptions of easements or easement documents, appraisals, plats; a certified survey, soil borings and/or geotechnical reports; architectural, structural, plumbing design; HVAC, or fire sprinkler design. Submittals and associated fees for permits will be by the Owner.

CLIENT RESPONSIBILITIES

The Scope of Services and fee is based upon the understanding that Village of Machesney Park will provide the following:

- A single point of contact to act as the Owner's Authorized Representative.

SPECIAL TERMS (Refer also to General Terms & Conditions, attached)

The Client agrees that the Project Description, Scope of Services, and Compensation sections contained in this Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the execution of this Agreement, without the expressed written consent of McMahon.

COMPENSATION

McMahon agrees to provide the Scope of Services described above for the following compensation:

- For Topo, Civil, Bid, and Construction Admin, T&E Estimated at..... \$31,000

McMahon will invoice monthly, based upon the percentage of work completed. Invoices are payable within 30 days of receipt. Late payments will be subject to interest at a rate of 1.5% per month. All work to be completed in accordance with McMahon Associates, Inc.'s General Terms and Conditions, copy attached.

COMPLETION SCHEDULE

We are prepared to begin work immediately and will work with you to meet your required schedule. Contracts/specifications will be submitted to IDOT by July 3, 2025. Assuming "normal" IDOT review time, bidding should occur in late July and early August and the Village should be able to award a construction contract at its August 13th or August 27th Board Meeting. Construction is expected to be completed by October 10, 2025.

ACCEPTANCE

The General Terms & Conditions and the Scope of Services (defined in the above Agreement) are accepted, and McMahon is hereby authorized to proceed with the services. The Agreement fee is firm for acceptance within sixty (60) days from the date of this Agreement.

Village of Poplar Grove

200 South Hill Street
Poplar Grove, IL 61065
815-765-3201

McMAHON ASSOCIATES, INC.

1700 Hutchins Road
Machesney Park, IL 61115
815.636.9590 | MGMGRP.COM

Ms. Kristi Richardson, Village President

Christopher D. Dopkins, P.E.
Associate/Village Engineer

June 11, 2025
Date

June 11, 2025
Date

Attachments: General Terms and Conditions

1. STANDARD OF CARE

- 1.1 **Services:** McMahon Associates, Inc. (McMahon) shall perform services consistent with the professional skill and care ordinarily provided by engineers/architects practicing in the same or similar locality under the same or similar circumstances. McMahon shall provide its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- 1.2 **Client's Representative:** McMahon intends to serve as the Client's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Client as a professional. Any opinions of probable project costs, approvals and other decisions made by McMahon for the Client are rendered based on experience and qualifications and represent our professional judgment. This Agreement does not create, nor does it intend to create a fiduciary relationship between the parties.
- 1.3 **Warranty, Guarantees, Terms and Conditions:** McMahon does not provide a warranty or guarantee, expressed or implied, for professional services. This Agreement or contract for services is not subject to the provisions of uniform commercial codes. Similarly, McMahon will not accept those terms and conditions offered by the Client 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.

2. PAYMENT AND COMPENSATION

- 2.1 **Invoices:** McMahon will bill the Client monthly with net payment due in 30-days. Past due balances shall be subject to an interest charge of 1.0% per month. Client is responsible for interest charges on past due invoices, collection agency fees and attorney fees incurred by McMahon to collect all monies due McMahon. Client is responsible for all taxes levied on professional services and on reimbursable expenses. McMahon and Client hereby acknowledge that McMahon has and may exercise lien rights on subject property.
- 2.2 **Reimbursables:** Expenses incurred by McMahon for the project including, but not limited to, equipment rental will be billed to the Client at cost plus 10% and sub-consultants at cost plus 12%. When McMahon, after 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 Client has been notified and agrees to these costs.
- 2.3 **Changes:** The stated fees and Scope of Services constitute McMahon's professional opinion of probable cost of the fees and tasks required to perform the services as defined. 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. Changes by the Client during design may necessitate re-design efforts. McMahon will promptly inform the Client in writing of such situations so changes in this Agreement can be negotiated, as required.
- 2.4 **Delays and Uncontrollable Forces:** Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Client's failure to provide specified facilities or information, or for force majeure 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, infectious diseases or 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.

3. INSURANCE

- 3.1 **Limits:** 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 Client requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Client.

McMahon's liability to Client for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract or based on tort, breach of contract, or any other theory, is limited to ten (10) times McMahon's fee not to exceed to \$250,000.

- 3.2 **Additional Insureds:** Upon request and to the extent permitted by law, McMahon shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Client as an additional insured for claims caused in whole or in part by McMahon's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Client's insurance policies and shall apply to both ongoing and completed operations.

To the extent permitted by law, Client shall cause the contractor, if any, to include McMahon as an additional insured on contractor's Commercial General Liability, Automobile Liability and Excess or Umbrella policies to include McMahon as an additional insured for claims caused in whole or in part by contractor's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of McMahon's insurance policies and shall apply to both ongoing and completed operations.

4. CLAIMS AND DISPUTES

- 4.1 **General:** In the event of a dispute between the Client and McMahon arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. The Client and McMahon agree to first attempt to resolve the dispute by direct negotiation.
- 4.2 **Mediation:** If an agreement cannot be reached by the Client and McMahon unresolved disputes shall be submitted to mediation per the rules of the American Arbitration Association. The Client and McMahon shall share the mediator's fee and any filing fees equally.
- 4.3 **Binding Dispute Resolution:** If the parties do not resolve a dispute through mediation the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

5. TERMINATION OR SUSPENSION

- 5.1 Client: Termination of this Agreement by the Client shall be effective upon seven (7) day written notice to McMahon. The written notice shall include the reasons and details for termination; payment is due as stated in above Section 2.
- 5.2 McMahon: If the Client defaults in any of the Agreements entered into between McMahon and the Client, or if the Client fails to carry out any of the duties contained in these Terms & Conditions, McMahon may, upon seven (7) days written notice, suspend its services without further obligation or liability to the Client unless, within such seven (7) day period, the Client remedies such violation to the reasonable satisfaction of McMahon.
- 5.3 Suspension for Non-Payment: McMahon may, after giving 48-hours' notice, suspend service under any Agreement until the Client has paid in full all amounts due for services rendered and expenses incurred.

6. COPYRIGHTS AND LICENSES

- 6.1 Instruments of Service: McMahon and its subconsultants shall be deemed the author and owner of their respective Instruments of Service (IOS), including the Drawings, Specifications, reports, and any computer modeling (BIM, etc.), and shall retain all common law, statutory and other reserved rights, including copyrights.
- 6.2 Licenses: McMahon grants to the Client a nonexclusive license to use McMahons' IOS solely and exclusively for the purposes of constructing, using, and maintaining the project, provided that the Client substantially performs its obligations under this Agreement, including prompt payment of all sums due.
- 6.3 Re-use: Use of IOS pertaining to this project by the Client for extensions of this project or on any other project shall be at the Client's sole risk and the Client 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 IOS by the Client or by others acting through the Client.

7. AGREEMENT CONDITIONS

- 7.1 The stipulated fee is firm for acceptance by the Client within 60-days from date of Agreement publication.
- 7.2 Modifications: This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties.
- 7.3 Governing Law: This Agreement shall be governed by the law of the place where the project is located, excluding that jurisdiction's choice of law rules.
- 7.4 Mutual Non-Assignment: The Client and McMahon, respectively bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Client nor McMahon shall assign this Agreement without the written consent of the other.
- 7.5 Severability: The invalidity of any provision of this Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.
- 7.6 Third Party: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action, in favor of a third party against McMahon.

8. MISCELLANEOUS PROVISIONS

- 8.1 Additional Client Services: The Client agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Client's purpose.
- 8.2 Means and Methods: McMahon is not responsible for direction or supervision of 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.
- 8.3 Purchase Orders: In the event the Client issues a purchase order or other instrument related to McMahon's services, it is understood and agreed that such document is for Client'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 Client does issue a purchase order, or other similar instrument, it is understood and agreed that McMahon shall indicate the purchase order number on the invoice(s) sent to the Client.
- 8.4 Project Maintenance: The Client (or Owner if applicable) 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. 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 Client or Owner. McMahon shall have no responsibility for such issues or resulting damages.
- 8.5 Consequential Damages: Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or the Design Professional, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 8.6 Corporate Protection: It is intended by the parties to this Agreement that McMahon's services in connection with the project shall not subject McMahon's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against McMahon, a Wisconsin corporation, and not against any of McMahon's employees, officers, or directors.
- 8.7 Contingency: McMahon's professional services are not a warranty or guarantee. The project will evolve and be refined over time. The Client shall provide appropriate contingency for design and construction costs consistent with the reasonable progression of the project. The Client and McMahon agree that revisions due to design clarifications or omissions which result in changes in work during the construction phase which amount to 5% or less of construction costs shall be deemed within the contingency and consistent with the professional standard of care. The Client agrees to make no claim for costs related to changes in work within this threshold. Claims in excess of this threshold shall be resolved per the dispute resolution process.
- 8.8 Project Costs Associated with Agency Plan Review: McMahon will not be responsible for additional project costs due to changes to the design, construction documents, and specifications resulting from the agency plan review process. The project schedule shall either allow for the agency plan review process to occur prior to the Bid Phase or if this review occurs after the Bid Phase the Client agrees that any additional costs would be considered part of the project contingency.
- 8.9 Hazardous Materials: McMahon shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of person to, hazardous materials or toxic substance in any form at the project site.
- 8.10 Climate: Design standards which exceed the minimum requirements within current codes and regulations are excluded. If requested by the Client, climate-related design services or evaluations can be provided for additional compensation.