



To: The Village President and Board of Trustees

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

Re: 2024 Pavement Maintenance Program

Date: February 15, 2024

Staff has been working on the 2024 Pavement Maintenance Program, and attached is a map that depicts the proposed improvements which are generally described as follows:

- Edson Road from State Street to the Village's Eastern Corporate Limit
- Bullard Street
- Whiting Road Shoulders
- Pavement Improvements at the Intersection of Queenann's/Starflower
- Drainage Improvements at the Intersection of Culver Ct. and Waco
- Intersection of IL 76 and Whiting Road (addition from the January Board Meeting)
- If budget allows, we may include a handful of inlet and manhole repairs at various locations.
- Beaver Road – see next paragraph

After the January Board meeting, DPW Howe was contacted by the County Engineer who advised that Poplar Grove Township had decided to work on Beaver Road this year, and push work on Beaverton Road to a future date. Both DPW Howe and I are very supportive of the change. The cost for Beaver Road is essentially the same as the cost for Beaverton Road, so in terms of expense it's a wash. Assuming the Board approves the change, we will prepare a Memorandum of Understanding (MOU) for the Beaver Road Improvements for approval at the March meeting.

Attached to this memo is a resolution to authorize engineering services for the 2024 Pavement Maintenance Program. Assuming approval at the February Board Meeting, we would anticipate obtaining IDOT approval of the bid specifications by early May. Bid letting is expected to occur in May with a June bid opening. A construction contract will then be awarded in June and construction would begin around the 8th of July and would be complete by the middle of 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.

Village of Poplar Grove 2024 Road Improvements
PRELIMINARY January 11, 2024



Bullard Street, Patch, Place new HMA Surface \$58k, Approx. 0.35 Miles

Edson Road, Pulverize Pavement, Place new HMA \$125k, Approx. 0.50 Miles

Queenann's and Starflower, Remove C&G, Reshape Intersection, Repave Intersection \$42k

Whiting Road Shoulders, \$22k

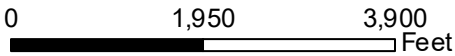
Repairs to pavement shoving at Whiting & IL 76, cost to be determined.

Resurface Village's Portion of Beaver Road VPG Share \$73K, Approx. 0.50 Miles

Manhole Improvements at Culver Ct. and Waco, \$12k



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



SCALE: 1:23,450



RESOLUTION 2024-03

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE RESOLVING TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT FOR DESIGN & CONSTRUCTION ENGINEERING SERVICES FOR THE 2024 PAVEMENT MAINTENANCE PROGRAM

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

WHEREAS, the Village has identified the need to provide pavement maintenance to various roadways 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 2024 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 2024 Pavement Maintenance Program.
4. The Village Clerk of Poplar Grove shall attest the same after the signature of the Village President.

Adopted this 21st day of February 2024.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2024

AS FOLLOWS:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT, ABSTAIN, OTHER _____

APPROVED _____, 2024

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

Date: February 15, 2024

McM. Project No. M0032-7-23-00001

PROJECT DESCRIPTION: 2024 Village Wide Pavement Maintenance Program. Project is to include HMA resurfacing of roadways, patching, shouldering improvements, adjustment of manholes/valve boxes, milling of butt joints, ADA upgrades to existing sidewalk ramps, removal/replacement of curbing and miscellaneous inlet repairs. Proposed construction budget for the program is approximately \$365,000. The program will be funded with Motor Fuel Tax funds and the Village's Road and Bridge Funds, and therefore the design and construction for the entire program must be complaint with MFT procedures.

SCOPE OF SERVICES: Field measurement and assessment of roads, curbing and inlets identified by the Village of Poplar Grove in order to determine contract quantities. Provide topographic survey for intersection and ADA ramp improvements and design of ADA ramp improvements. Provide specifications, contract and bidding documents in accordance with Motor Fuel Tax Fund procedures for use in bidding and construction phases. Coordinate with Village staff to draft Memorandum of Understanding for Beaver Road Improvements. Provide review of proposals, answer contractor questions during bid phase, conduct pre-bid meeting, and prepare written recommendation to the Village Board for contract award, prepare contracts for Village and Contractor signature. Conduct pre-construction meeting; provide construction engineering services on a part time, as-needed basis or as otherwise requested by the Village of Poplar Grove.

SPECIAL TERMS (Refer Also To General Terms & Conditions - Reverse Side)

Village of Poplar Grove is responsible for bid advertisement costs, and material testing costs if desired by the Village. 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 McMahan Associates, Inc.

COMPENSATION (Does Not Include Permit Or Approval Fees)

- Rates Per Attached Fee Schedule
- Lump Sum: \$ _____
- Other: Time and Expense (estimated @ \$32,000.00, this estimate is for planning purposes only, actual cost may vary from estimate due to circumstances beyond the control of the Village, Contractor and McMahan Associates, Inc.)

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

COMPLETION SCHEDULE: Documents to be completed in time to advertise for bid letting and award bid in June of 2024, unless weather conditions and/or IDOT reviews dictate otherwise. Construction is expected to occur in July and August of 2024.

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

McMAHON ASSOCIATES, INC.

Machesney Park, Illinois

By:

By:

Title: Village President

Title: Christopher D. Dopkins, P.E.
Associate/Municipal & Civil Engineer

Date: February 21, 2024

Date: February 21, 2024

Project Manager: CDD

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

1. STANDARD OF CARE

- 1.1 Services: McMahan Associates, Inc. (McMahan) 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. McMahan 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: McMahan 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 McMahan 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: McMahan 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, McMahan 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: McMahan 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 McMahan to collect all monies due McMahan. Client is responsible for all taxes levied on professional services and on reimbursable expenses. McMahan and Client hereby acknowledge that McMahan has and may exercise lien rights on subject property.
- 2.2 Reimbursables: Expenses incurred by McMahan 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 McMahan, 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 McMahan'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. McMahan 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: McMahan 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.

McMahan'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 McMahan's fee not to exceed to \$250,000.

- 3.2 Additional Insureds: To the extent permitted by law, McMahan 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 McMahan'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 McMahan as an additional insured on contractor's Commercial General Liability, Automobile Liability and Excess or Umbrella policies to include McMahan 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 McMahan'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 McMahan 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 McMahan 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.