McMAHON
ENGINEERS ARCHITECTS

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

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

Re: **2021 Pavement Maintenance Program**

Date: **February 3, 2021**

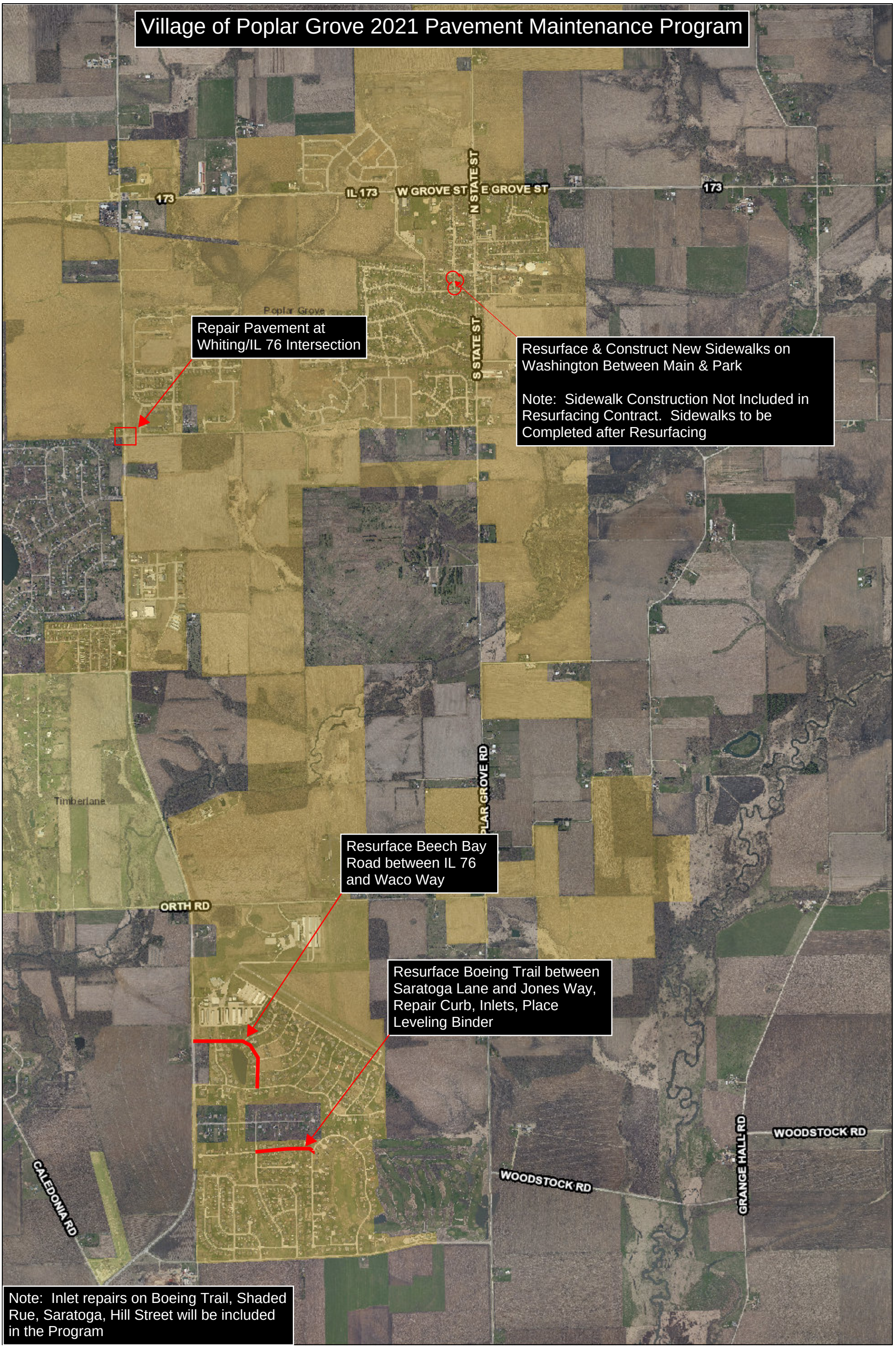
Staff has been working on the 2021 Pavement Maintenance Program, and attached is a map that depicts the proposed improvements which are generally described as follows:

- Boeing Trail between Titleist and Saratoga. Scope of work is to remove/replace areas of curbing that have settled, adjust the manholes to grade and install chimney seals where needed, install leveling binder where the pavement has settled and resurface the roadway. Opinion of probable construction cost is $85,000. Please note that this section of Boeing was bid as an alternate in the 2020 Pavement Maintenance Program, so the engineering is already completed.
- Washington Street between Main and Park: Scope of work is to resurface Washington Street and to further construct the feasible ADA ramps to accommodate future sidewalk improvements. The sidewalk improvements will be constructed under separate contract after the resurfacing is complete. Opinion of probable construction cost is $30,000.
- Beech Bay: Scope of work is to resurface Beech Bay between IL 76 and Waco. The Village identified this project as a need back in 2017 and now has funding for the project. Opinion of probable construction cost is $75,000.
- IL 76/Whiting Road Intersection: There is a section of pavement that is shoving at the intersection. The area that is shoving (and surrounding area) will be milled and the pavement will be patched. Opinion of probable construction cost is $7,000.
- Inlet and manhole repairs at various locations, approximately $13,000 in repairs will be done. Our intent is to repair as many inlets as the budget will allow.

Attached to this memo is a resolution to authorize engineering services for the 2021 Pavement Maintenance Program. Assuming approval at the February Board Meeting, we would anticipate obtaining IDOT approval of the bid specifications in early April, and please note that this is weather dependent as some surveying that is needed to design the ADA ramps. Surveying will be completed as soon as the snow cover is reduced to the point where we can complete the survey efficiently. Bid letting will then occur in April with a May bid opening. Construction contract will then be awarded in May (or June if weather is uncooperative) and construction would begin on or about June 14th and would be complete by the end of July.

I look forward to discussing this with the Finance and Public Works Committee. In the mean time, please do not hesitate to contact me at 636-9590 if I may provide additional assistance.

Village of Poplar Grove 2021 Pavement Maintenance Program



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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 1,950 3,900 Feet

SCALE: 1:23,450

WIN GIS
Winnebago County Geographic Information System

RESOLUTION 21-__06__

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE RESOLVING ENTER INTO A PROFESSIONAL SERVICE AGREEMENT FOR DESIGN & CONSTRUCTION ENGINEERING SERVICES FOR THE 2021 PAVEMENT MAINTENANCE PROGRAM

WHEREAS, the Village of Poplar Grove, through successful funding initiatives, is dedicated to rebuilding and maintaining streets through its Road 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 publically 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 2021 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 2021 Pavement Maintenance Program.
4. The Village Clerk of Poplar Grove shall attest the same after the signature of the Village President.

Adopted this 17th day of February 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

Exhibit A

AGREEMENT
For Professional Services

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

Date: February 3, 2021

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

PROJECT DESCRIPTION: 2021 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 $210,000. Approximately $180,000 of the program will be funded with Motor Fuel Tax 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 of for 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. Provide review of bids, 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 McMahon Associates, Inc.

COMPENSATION (Does Not Include Permit Or Approval Fees)

☐ Rates Per Attached Fee Schedule
☐ Lump Sum: $
☒ Other: Time and Expense (estimated @ $18,000.00, this estimate is for planning purposes only, actual cost may vary from estimate due to circumstances beyond the control of the Village, Contractor and McMahon 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 on May 19, 2021, unless weather conditions dictate otherwise. Construction is expected to occur in June and July of 2021.

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: _____
☐ This Agreement Confirms Our Verbal Estimated On: _____

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

By: _____

Title: Village President
Date: February 17, 2021

McMAHON ASSOCIATES, INC.
Machesney Park, Illinois

By: _____

Christopher D. Dopkins, P.E.
Title: Associate/Municipal & Civil Engineer
Date: February 17, 2021
Project Manager: CDD

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: VPG/P0013/CONTRACTS/2021 Maintenance***

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.