



AGREEMENT

FOR PROFESSIONAL SERVICES

Village of Roscoe
Attn: Mr. Josef Kurlinkus, Village Administrator
10631 Main Street/PO Box 283
Roscoe, IL 61073

July 12, 2025
McM. No. M0032-07-25-00001
Riverside Park Pavilion Replacement

PROJECT DESCRIPTION

The Village of Roscoe (Village) owns and operates Riverside Park. There are two pavilions located within the park and McMahon Associates Inc. (McMahon) had previously evaluated the condition of both. In September of 2024, McMahon provided the Village with reports that considered the overall structural integrity of each pavilion. The Village has reviewed McMahon's recommendations and has decided to remove and replace an existing 1,728 SF pavilion with a new structure. The Village has determined that the new structure will nominally be the same size as the existing pavilion, and the structure itself will be a pre-engineered metal building. The Village would like to install two electrical outlets in the columns of the pavilion for use by park patrons, and has further indicated that no site or pavilion lighting is necessary. The existing pavilion is located within the floodway of the Rock River, and McMahon has verified that special permits will not be required by IDNR as long as the new pavilion essentially matches the existing. The Village has indicated that the project will be delivered by traditional design/bid/construction, and has requested a proposal from McMahon for the engineering and construction contract administration for the project.

SCOPE OF SERVICES

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

General Services Include:

1. Design
 - a. Attend drawing coordination meeting reviews as required.
 - b. Drawings to be developed in AutoDesk Revit format or Civil 3D, taken to a maximum coordination level of LOD:300.
2. Provide PDF format drawings and specifications for local submittals, bidding, and construction.
3. Submit drawings, specifications, calculations, and documentation as required for applicable agency reviews and permitting.

Architectural Design Services Include:

1. Design
 - a. Develop conceptual architectural drawings for the proposed pre-engineered metal building (PEMB) structure. Included within the PEMB will be connection points for two electrical outlets within building columns.
 - b. Provide technical specifications for architectural design elements.
 - c. Code review.
2. Drawings may include: title sheet, architectural site plan, code sheets, floor and roof plans, building sections and elevation.

Structural Design Services Include:

1. Design
 - a. Develop structural drawings and specifications for pre-engineered metal building (PEMB) foundations. Final foundation plans to be issued upon receipt and review of the final, stamped PEMB submittal.
 - b. Structural design calculations. Design of structural system will be based on current Illinois Building Code.
 - c. Provide technical specifications for structural design elements.
2. Drawings may include: outline specifications and schedules, foundation plans, and foundation details.

Electrical Design Services Include:

1. Design of electrical conduit, wiring and outlets to the pavilion.
2. Drawings may include: electrical site plan and details.

Site Topographic Design Services Include:

1. Topographic survey to facilitate the design of pavilion, grading around the pavilion, electrical layout and best management practices.

Civil Design Services Include:

1. Preparation of a site plan and civil specifications.
2. Drawings may include: civil site plan and details.

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.
4. Attend bid opening.
5. Review bid results and provide written recommendation for contract award to the lowest responsive, responsible bidder.

Construction Contract Administration Services Include:

1. Review of contractor submittals.
2. Conduct a pre-construction meeting.
3. Respond to (RFI's) during construction.
4. Provide construction observation. Observation will NOT be full time, and instead will be conducted on an as-needed basis. One observation will generally be conducted when construction activity is occurring on site.
5. Provide construction updates to the Owner as needed.
6. Review and process pay applications.

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.

1. Electrical design beyond that of providing outlets to the pavilion. Electrical design assumes that the Owner has existing electrical service, and an existing distribution panel with adequate capacity to service the pavilion outlets.
2. Redesign efforts necessitated by changes to site and building layout after planning phase approval or due to project budget reductions after bidding phase.
3. Permit/review fees to municipal/State agencies, including review and recording fees (McMahon will invoice as a reimbursable expense if required).
4. Geotechnical Services including soil borings, geotechnical report, and services during construction.
5. Reproduction of plans and specifications (McMahon will invoice as a reimbursable expense if required).
6. Construction administration services other than those identified in the Proposal.
7. Opinions of Probable Cost of Construction.
8. Record drawings and certifications.
9. Record/final BIM model.
10. Finish color selections.
11. Renderings and animations.

CLIENT RESPONSIBILITIES

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

- A. Project information in a timely manner regarding requirements for and limitations to the project which shall establish the Clients objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expansion requirements; equipment; systems and site requirements.
- B. Identify a representative authorized to act on the Client’s behalf with respect to the project. Client shall render decisions and submittal reviews by McMahon in a timely manner in order to avoid unreasonable delays in the orderly and sequential progress of McMahon’s services.
- C. Establish the overall project budget including the construction cost of the project, the Client’s other costs, and reasonable contingency related to all these costs.
- D. Geotechnical Report prepared by a Geotechnical Engineer stating the allowable soil bearing pressures and recommend foundation system.
- E. Coordinate the services of its own consultants with those services provided by McMahon.
- F. Sustainability requirements for the project.
- G. Access to the site and existing drawings.
- H. Receipt and review of bids.
- I. Marking of private utilities.

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 Design Services, Lump Sum\$16,730.00
- For Bid Engineering Services, Lump Sum\$3,095.00
- For Construction Engineering Services, T&E\$10,375.00

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.

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 forty-five (45) days from the date of this Agreement.

Village of Roscoe

10631 Main Street/PO Box 283
Roscoe, IL 61073
815-623-2829

McMAHON ASSOCIATES, INC.

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

Josef Kurlinkus, Village Administrator

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

Date

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.