

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FORSYTH, ILLINOIS
6:30 P.M.
TUESDAY, April 4, 2023
VILLAGE HALL, 301 SOUTH ROUTE 51, FORSYTH, ILLINOIS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

RECOGNITION OF ELIZABETH BENNETT, 2ND PLACE IN STATE-WIDE ART COMPETITION

CONSENT AGENDA: Items listed under the Consent Agenda are considered to be routine in nature and will be acted upon by one motion and one vote. If separate action on any particular item is desired, the item will be removed from the Consent Agenda and will be considered separately.

1. APPROVAL OF MINUTES OF THE REGULAR MEETING OF March 21, 2023
2. APPROVAL OF WARRANTS
3. APPROVAL OF MACON COUNTY ENVIRONMENTAL MANAGEMENT DEPARTMENT 2023 GRANT AGREEMENT

PUBLIC COMMENT: At this time, the public has the opportunity to express views or make comments to the Mayor and Board of Trustees on agenda items or any other Village issue. Comments must be limited to not more than three (3) minutes.

ADMINISTRATION REPORTS

1. LAW ENFORCEMENT REPORT
2. VILLAGE STAFF REPORTS

OLD BUSINESS

1. DISCUSSION AND POTENTIAL ACTION REGARDING IMPROVEMENT OF BASEBALL AND SOFTBALL FIELDS (ADMINISTRATOR JILL APPLEBEE)
2. DISCUSSION AND POTENTIAL APPROVAL OF THE CHASTAIN DESIGN CONTRACT FOR MOON STREET SIDEWALK IMPROVEMENT PROJECT (JEREMY BUENING, CHASTAIN & ASSOCIATES)
3. RESOLUTION 4-2023 FOR THE USE OF MFT FUNDS FOR THE MOON STREET SIDEWALK IMPROVEMENTS PROJECT. (JEREMY BUENING, CHASTAIN & ASSOCIATES)
4. DISCUSSION AND POTENTIAL APPROVAL OF THE CHASTAIN DESIGN CONTRACT FOR THE BARNETT AVE RECONSTRUCTION PROJECT (JEREMY BUENING, CHASTAIN & ASSOCIATES)
5. RESOLUTION 5-2023 FOR THE USE OF MFT FUNDS FOR THE BARNETT AVE RECONSTRUCTION PROJECT (JEREMY BUENING, CHASTAIN & ASSOCIATES)

NEW BUSINESS

1. DISCUSSION AND POTENTIAL ACTION REGARDING STRATEGIC PLAN-SPORTS AND NATURE PARK (ADMINISTRATOR JILL APPLEBEE)

CLOSED SESSION: Potential topics include, but are not limited to:

5 ILCS 120/2(c)(11): Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

5 ILCS 120/2(c)(6): The setting of a price for sale or lease of property owned by the public body.

CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSION

ADJOURNMENT

Join Zoom Meeting

<https://us06web.zoom.us/j/88611143257>

Meeting ID: 886 1114 3257

One tap mobile

+13126266799,,88611143257# US (Chicago)

+13092053325,,88611143257# US

CONSENT AGENDA

ITEM 1

**MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF FORSYTH, ILLINOIS,
HELD AT 6:30 P.M. ON TUESDAY, MARCH 21, 2023
AT FORSYTH VILLAGE HALL**

CALL TO ORDER

Mayor Jim Peck called the meeting to order at 6:30 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL

Upon a call of the roll, the following members were physically present: Mayor Jim Peck, Trustee Lauren Young, Trustee Dave Wendt, Trustee Jeremy Shaw, Trustee Jeff London, Trustee Marilyn Johnson

Absent: Trustee Bob Gruenewald

Staff Present:

Village Administrator Jill Applebee, Village Clerk Cheryl Marty, Village Attorney Lisa Petrilli, Village Treasurer Rhonda Stewart, Public Works Director Darin Fowler, Village Engineer Jeremy Buening, Library Director Steven Ward

Others Present: Roy Groves of Bloomington, Kris Kahler, Jon Kidd

CONSENT AGENDA

1. APPROVAL OF MINUTES OF THE REGULAR MEETING OF FEBRUARY 21, 2023
2. APPROVAL OF WARRANTS
3. APPROVAL OF TREASURER'S REPORT FOR THE MONTH OF FEBRUARY, 2023

MOTION

Trustee Johnson made a Motion to approve the Consent Agenda as presented and Trustee Young seconded the Motion.

Upon a call of the roll, the vote was as follows:

Yeas: 5 – Young, Wendt, Shaw, London, Johnson

Nays: 0 – None

Absent: 1 – Gruenewald

Motion declared carried.

PUBLIC COMMENT: At this time, the public has the opportunity to express views or make comments to the Mayor and Board of Trustees on agenda items or any other Village issue. Comments must be limited to not more than three (3) minutes.

Roy Groves of Bloomington commended Public Works Darin Fowler for working closely with him on Well 7 and was very satisfied with the progress. He had three specific questions about the project which Administrator Applebee said they would research the answers and get back with him soon.

ADMINISTRATION REPORTS

1. Law Enforcement Report
No report.

2. Village Staff Reports
Mayor Peck complimented Public Works Director Fowler for the great work from him and his staff on Well 7. He provided excellent communications with him and Administrator Applebee throughout the process.

Trustee Shaw gave a brief update on the new signage at new middle school. They received several quotes that contained various dimensions and costs ranging from \$25,000 to \$50,000. A short discussion ensued.

Trustee Wendt commented that the general fund receipts and hotel tax dollars have run better than the previous four years as a moving average so that is a positive indicator the economy is looking up.

OLD BUSINESS

1. ORDINANCE NUMBER 2023-11 AN ORDINANCE DECREASING THE NUMBER OF OUTSTANDING CLASS C LIQUOR LICENSES FROM THREE TO TWO (ADMINISTRATOR JILL APPLEBEE)

Administrator Applebee explained that at the last meeting the Board decided to decrease the number of outstanding Class C Liquor Licenses from three to two. This ordinance just changes the number and keeps it under control.

MOTION

Trustee London made a Motion to approve the Ordinance as presented and Trustee Wendt seconded the Motion.

Upon a call of the roll, the vote was as follows:

Yeas: 5 – Young, Wendt, Shaw, London, Johnson
Nays: 0 – None
Absent: 1 – Gruenewald

Motion declared carried.

2. DISCUSSION AND POTENTIAL ACTION REGARDING IMPROVEMENT OF BASEBALL AND SOFTBALL FIELDS (ADMINISTRATOR JILL APPLEBEE)

Mayor Peck introduced the topic and said this is really about the strategic plan to discuss the potential of current assets versus future assets possibly to be created. No motion will be needed, just direction from the Board in general.

Administrator Applebee outlined details of the three options presented by Byrne & Jones. She also discussed the estimated costs and savings of each of these options.

A lengthy discussion ensued regarding the pros and cons of each option along with the immediate and future impact to the community and to the budget. Board members discussed the flexibility (or lack of) each option presents. Many were concerned about the funding sources for each option along with some parking concerns. Jon Kidd, Maroa/Forsyth Baseball Coach, shared details of the games he's in charge of scheduling and how that impacts the usage of the Village fields.

Trustee London suggested bringing in Teri Hamel, Executive Director of the Decatur Area Convention and Visitors Bureau, and asking her specifically what would help her to bring in more events and commerce to the Village. Board members agreed to invite her and Jon Kidd to speak to the Board at the next meeting.

No motion needed.

NEW BUSINESS

1. ORDINANCE NUMBER 2023-10 AN ORDINANCE ACCEPTING THE LOW QUOTE FOR A TRUCK TO BE USED BY THE PUBLIC WORKS DEPARTMENT (PUBLIC WORKS DIRECTOR DARIN FOWLER)

Public Works Director Fowler explained the details of the four quotes he received for the purchase of a new dump truck. His recommendation is to accept the bid from Victory Lane Ford of Litchfield for the 2022 F550 4x4 Gasoline Engine Chassis for \$57,005.00 and then have Drake and Scruggs of Springfield upfit the chassis. The complete cost of the new dump truck will then be \$96,385.00 which is well under the budgeted \$130,000. A short discussion ensued.

MOTION

Trustee Wendt made a Motion to approve the purchase of the chassis from Victory Lane Ford of Litchfield as presented and Trustee Shaw seconded the Motion.

Upon a call of the roll, the vote was as follows:

Yeas: 5 – Young, Wendt, Shaw, London, Johnson
Nays: 0 – None
Absent: 1 – Gruenewald

Motion declared carried.

CLOSED SESSION: Potential topics include, but are not limited to:

5 ILCS 120/2(c)(11): Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

5 ILCS 120/2(c)(21): Discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06.

MOTION

Trustee Wendt made a Motion to move to Closed Session and Trustee London seconded the Motion.

Upon a call of the roll, the vote was as follows:

Yeas: 5 – Young, Wendt, Shaw, London, Johnson
Nays: 0 – None
Absent: 1 – Gruenewald

Motion declared carried.

CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSION

MOTION

Trustee Wendt made a Motion to approve the closed minutes of July 19, August 2 and 16, September 20, October 4 and 18 and November 1, 2022 as recommended by Village Attorney Lisa Petrilli and Trustee Johnson seconded the Motion.

Village of Forsyth
Board Meeting Minutes
March 21, 2023

Upon a call of the roll, the vote was as follows:

Yeas: 5 – Young, Wendt, Shaw, London, Johnson

Nays: 0 – None

Absent: 1 – Gruenewald

Motion declared carried.

ADJOURNMENT

Trustee Wendt made the Motion to adjourn and Trustee Young seconded the Motion. All Board members agreed by voice vote, and the meeting was adjourned at 8:30 P.M.

By: *Cheryl Marty*
Village Clerk

CONSENT AGENDA

ITEM 2

SYS DATE:03/30/23

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 989

SYS TIME:10:41

[NW1]

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DATE: 04/04/23

Tuesday April 04,2023

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 AIR KING HEATING & AIR 113989	01-52-511	LIBRARY REPAIR FURNACE	800.00	800.00
01 ALTORFER, INC PC000291192	01-41-612	EQUIP SUPPLY BACKHOE	457.08	12.51
PC000291457	01-41-612	EQUIP MAINT BACKHOE		444.57
01 AMEREN ILLINOIS			9324.99	
033123	01-11-571	FEB '23 ELECTRIC UTILITIES		132.26
033123	01-41-571	FEB '23 ELECTRIC UTILITIES		291.01
033123	01-41-572	FEB '23 ELECTRIC UTILITIES		5902.48
033123	01-41-579	FEB '23 ELECTRIC UTILITIES		238.35
033123	01-52-571	FEB '23 ELECTRIC UTILITIES		837.66
033123	01-53-571	FEB '23 ELECTRIC UTILITIES		330.39
033123	51-00-571	FEB '23 ELECTRIC UTILITIES		1054.20
033123	52-00-571	FEB '23 ELECTRIC UTILITIES		538.64
01 JEFFERY ANDERSON 5670	01-52-617	GROUND MAINT SUPPLIES	2423.60	1298.60
5681	01-52-617	GROUND MAINT SUPPLIES		1125.00
01 BADGER METER INC 80117871	51-00-549	OTHER PROF SERVICES	3000.12	3000.12
01 BAYSCAN TECHNOLOGIES, LLC 73920	01-53-651	OFFICE SUPPLIES	174.00	174.00
01 BURDICK PLUMBING & HEATING CO, 5401	51-00-512	FLOW METER REPLACEMENT	1979.00	1979.00
01 CONSTELLATION NEWENERGY 3709976	01-11-571	FEB '23 GAS UTILITES	2297.90	186.41
3709976	01-41-571	FEB '23 GAS UTILITES		567.69
3709976	01-53-571	FEB '23 GAS UTILITES		611.20
3709976	51-00-571	FEB '23 GAS UTILITES		932.60
01 BETH E. STRINGER 033123	01-53-672	MAGAZINE SUBSCRIPTION	28.00	28.00
01 DECATUR COMPUTERS INC DCI47462	01-11-537	ANNUAL PROTECTION PLAN	249.00	249.00
01 DEMCO, INC 7276786	30-00-872	BOOK DROP	5755.95	5755.95
01 DYNAGRAPHICS, INC 230078	01-10-917	BANNER FOR FRIENDS OF FORSYTH	168.90	168.90
01 BETTY J. MCCOOL 033123	01-10-913	6/1/23-5/31/24 SIGN LAND AGREEMENT	100.00	100.00
01 EASTERN IL UNIVERSITY 033123	01-11-560	IMTA MEMBERSHIP R. STEWART	70.00	70.00
01 CENGAGE LEARNING INC/GALE 80890801	01-53-671	BOOKS	261.89	61.58
80903764	01-53-671	BOOKS		45.73
80929235	01-53-671	BOOKS		93.00
80937850	01-53-671	BOOKS		61.58
01 GARNER AUTO BODY INC			2638.00	

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
033123	01-41-513	2013 FORD VEHICLE MAINT		2638.00
01 HOBBY LOBBY STORES, INC.			27.47	
033123	01-53-913	PROGRAMMING		27.47
01 ILLINOIS ENVIRONMENTAL PROTECT			2065.48	
033123	51-00-549	WATER SUPPLY TESTING PROGRAM		2065.48
01 MACON COUNTY TREASURER			25.83	
23-50	01-11-535	WIPER BLADES FOR 2018 FORD EXPLORER		25.83
01 MEDEA & ASSOCIATES INC.			22.94	
11156	01-11-560	WORKBOOKS FOR J APPLEBEE CLASS		22.94
01 MENARDS			681.02	
033123	01-41-611	BLDG MAIN SUPPLIES		88.94
033123	01-41-652	OP SUPPLIES		152.61
033123	01-52-611	BLDG MAINT SUPPLIES		17.75
033123	01-53-611	BLDG MAINT SUPPLIES		31.12
033123	30-00-810-2	SAND FOR WELL 7		313.60
033123	01-52-652	OP SUPPLIES		77.00
01 MIDWEST CONSTRUCTION SUPPLY LL			1632.00	
S220315-01	30-00-810-2	PUMP TESTING WELL #7 EROSION CONTRO		653.25
S220316-01	30-00-810-2	PUMP TESTING WELL #7 EROSION CONTRO		978.75
01 MIDSTATE OVERHEAD DOORS INC			2663.60	
6005031	01-41-511	BLDG MAINT SERV SHOP OH DOOR		2663.60
01 MISSISSIPPI LIME COMPANY			3596.85	
1661895	51-00-656	LIME-CHEMICALS		3596.85
01 MTI DISTRIBUTING, INC			42.28	
1378381-00	01-52-612	EQUIP MAINT SUPPLIES		42.28
01 COMPASS MINERALS AMERICA			4655.15	
1148667	01-41-616	SNOW REMOVAL SUPPLIES		4655.15
01 OVERDRIVE, INC.			800.00	
H-0093744	01-53-540-1	DIGITAL LIBRARY SERVICE		800.00
01 DECATUR PARK DISTRICT			5000.00	
61425	01-52-913	SUMMER PARK PROGRAM		5000.00
01 PRAIRIE COMPUTER NETWORK SOLUT			1805.68	
1403	01-53-549	COMPUTER SET UP		180.00
1403	01-53-651-1	COMPUTER MEDIA CREATION		1625.68
01 PETTY CASH			62.14	
033123	01-53-551	POSTAGE		31.01
033123	01-53-651	OFFICE SUPPLIES		16.00
033123	01-53-913	PROGRAMMING		15.13
01 SAFETY SYSTEMS LLC			560.00	
1006	01-41-560	BLOODBORNE PATHOGEN TRAINING		560.00
01 SAM'S CLUB/GECF			323.19	
033123	01-52-654	JANITORIAL SUPPLIES		289.53
033123	01-53-654	JANITORIAL SUPPLIES		19.98
033123	01-53-913	PROGRAMMING		13.68
01 AT & T			346.68	
033123	52-00-552	782 STEVENS CREEK MAR '23 PHONE LIN		85.68
033123	52-00-552	101 HUNDLEY MAR '23 PHONE LINE		85.68

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
033123	52-00-552	440 HUNDLEY MAR '23 PHONE LINE	85.68	
033123	52-00-552	815 W FORSYTH PK MAR '23 PHONE LINE	89.64	
01 SORLING, NORTHRUP, HANNA, CULL 213469	01-11-533	FEB '23 WESTERMAN LEGAL SERVICE	1526.25	1526.25
01 THIRD MILLENNIUM ASSOCIATES, I 28915	51-00-549-1	W/S BILLING SERV FOR APRIL BILLS	427.10	213.55
28915	52-00-549-1	W/S BILLING SERV FOR APRIL BILLS		213.55
01 UTILITY SUPPLY OF AMERICA, INC 289795	51-00-656	LAB CHEMICALS	1142.84	875.09
297216	51-00-652	OP SUPPLIES - METERS		267.75
01 US POSTAL SERVICE (CAPS) 033123	51-00-549-1	W/S POSTAGE FOR APR '23 BILLING	658.48	329.24
033123	52-00-549-1	W/S POSTAGE FOR APR '23 BILLING		329.24
01 VICTORY LANE FORD 033123	30-00-862-5	2023 FORD DUMP TRUCK	57367.00	57005.00
033123	01-41-549	OTHER PROF SERVICES		362.00
01 VILL OF FORSYTH 033123	01-11-571	MAR '23 W/S UTILITY BILL	150.00	150.00
01 WAL-MART 033123	01-10-917	EASTER EGG HUNT	44.64	20.90
033123	01-53-651	OFFICE SUPPLIES		13.32
033123	01-53-913	PROGRAMMING		10.42
01 WATER SOLUTIONS UNLIMITED, INC 111164	51-00-656	CHEMICALS	2815.89	2815.89
01 WATTS COPY SYSTEM 33718377	01-53-512	LIB COPIER RENTAL MAR '23	169.30	169.30
** TOTAL CHECKS TO BE ISSUED			118340.24	

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FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
GENERAL FUND			35075.81	
CAPITAL PROJECT FUND			64706.55	
WATER OPERATIONS			17129.77	
SEWER OPERATIONS			1428.11	
*** GRAND TOTAL ***			118340.24	
TOTAL FOR REGULAR CHECKS:			114,743.39	
TOTAL FOR DIRECT PAY VENDORS:			3,596.85	

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A/P MANUAL CHECK POSTING LIST					
POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)					
PAYABLE TO	CHECK DATE	CHECK NO	AMOUNT		
REG# INV NO	G/L NUMBER	DESCRIPTION			DISTR
01 ILLINOIS PROTECTIVE OFFICIALS	03/23/23	58791	75.00		
204 032323	01-41-560	D. PRUITT MEMBERSHIP & CONFERENCE	75.00		
** TOTAL MANUAL CHECKS REGISTERED			75.00		

REPORT SUMMARY			
CASH FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	118340.24	75.00	118415.24
TOTAL CASH	118340.24	75.00	118415.24

DISTR FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	35075.81	75.00	35150.81
30	64706.55	.00	64706.55
51	17129.77	.00	17129.77
52	1428.11	.00	1428.11
TOTAL DISTR	118340.24	75.00	118415.24

CONSENT AGENDA

ITEM 3



Macon County Environmental Management Dept.
 141 S. Main St., Room 501
 Decatur, IL 62523
 217-425-4505
www.MaconGreen.com

March 14, 2023

Village of Forsyth
 Jim Peck, Mayor
 301 S. Route 51
 Forsyth IL, 62535

Mr. Peck,

The Macon County Environmental Management Department would like to congratulate The Village of Forsyth on having your 2023 Macon County Spring Clean-up/Recycling grant approved. Please sign the enclosed Grant Agreement and return as soon as possible. With the signed agreement, you are authorized to proceed within the guidelines of the grant agreement and your statement of work.

Please note: The Grant Agreement must be signed by both The Village of Forsyth and Macon County Environmental Management ahead of your Spring Clean-up event in order for the agreement to be valid per grant guidelines.

Once the signed Grant Agreement is received by our department, I will sign and return it to you, along with the Grant Completion Form. After your Spring Clean-up event, fill out the Grant Completion Form, attach copies of all flyers, reports with weight amounts and receipts, and promptly submit to our office for reimbursement no later than 60 calendar days after your Spring Clean-up event.

Information on recycling and proper disposal in Macon County and much more can be found on our website www.MaconGreen.com, and we would greatly appreciate if you would provide our web address to your residents.

We wish you a successful Spring Clean-up event. If you have any questions please feel free to contact me at (217) 425-4505 or amckinney@maconcounty.illinois.gov.

Sincerely,

A handwritten signature in black ink that reads "Amy McKinney".

Amy McKinney
 Administrator & Inspector
 Macon County Environmental Management Department

Macon County Environmental Management Department 2023 Grant Agreement

The following document describes the terms and conditions of the Spring Clean-up/Recycling Grant awarded to the Village of Forsyth by the Macon County Environmental Management Department.

Grant Terms

The Macon County Environmental Management Department (the Department) on behalf of the Environmental, Education, Health, and Welfare Committee of the Macon County Board, has agreed to provide grant funds to the Village of Forsyth to assist in the 2023 Spring Clean-up/Recycling Program.

Amount of Funding

The Department will reimburse up to \$1,000 for items up to the listed and approved amounts. If electronics will be collected for recycling an additional \$800 will be approved provided a registered electronics recycler will be appointed.

Grant Conditions

- The Grant Completion Form along with all receipts for reimbursement must be submitted **prior to October 1, 2023 but no later than 60 days after the clean-up**. Failure to comply with the 60 days deadline may result in removal from consideration for future grant projects.
- Grant funds will be provided on a reimbursement basis unless other arrangements are made and agreed to by both parties.
- Items purchased using grant funds (such as paper for flyers, announcements, etc.) must contain a percentage of recycled content and be marked as such whenever possible.
- For demonstration purposes, the Department will be able to cite the Village of Forsyth recycling program as an example for other municipalities to follow.
- Adhere to legally applicable federal, state, and local environmental regulations regarding management and disposal of waste.
- Macon County will not be held liable for any problems or accidents occurring with or arising from the purchase and/or use of the items purchased for this project under this agreement.
- The Municipality/Township shall indemnify, hold harmless and defend Macon County, its officers and employees from any and all losses, injuries, damages, liability, claims, penalties,

finances, legal actions (including costs and expenses incidental thereto) which may be asserted or brought against Macon County by any individual or entity and which may arise out of or occur during the performance of this Agreement by the Municipality.

I, the undersigned, do hereby agree to the terms and conditions of this agreement as listed.

Macon County Environmental
Management Administrator

Date

Municipal Representative

Date

ADMINISTRATION REPORTS

Public Works Report 3-31-23

Parks:

Ball fields are done, HS going strong, Youth League Travel has games April 2 in Forsyth.

All Park bathrooms are open as of April 1.

Trash / limb pickup.

Tree removal.

On our Park to do list is:

Remove trees, limbs, and beaver dam from the creek.

Stump removal around the NE part of the main park and at Village Hall.

Village:

We maintained the Village Hall, the Library, and other property / easements throughout the Village.

We worked on permit locates, ordinances, inspections, and concerns.

Trash cleanup around the Village and Route 51.

Potholes filled.

Public Works Training completed.

On our Village to do list is:

Storm drain repairs at Stevens Creek.

Water Treatment Plant / Sewer:

Continued with meeting monthly / annual IEPA / Fed sampling and analysis requirements.

Started entire Village mandated water service line inventory.

Rhuel Street water main leak repair.

Well 7 activities. Wattles removed from Mr Groves / township properties.

On our Water / Sewer to do list is:

Complete monthly IEPA sampling and other required sampling.

Thanks, Darin



Library Director's Report

April 4, 2023

- Chair Yoga at the Library, with yoga instructor Annette Gilson, will begin on Wednesday, April 5. Thank you to Village Administrator Applebee and Adult Services Librarian, Pam, for their help in getting this program started. Participants are being asked to bring their own yoga equipment (blocks, mats, and straps), as the library's supplies are very limited. Signed waivers will also be required for participation. We will offer these classes through May 31, with Yoga at the Park beginning in June.
- Actor, author, and restaurateur, Danny Trejo, will be featured at the next Illinois Libraries Present Zoom event on Tuesday, April 4, 2023 at 7:00 p.m. Registration links can be found on the library's website, Facebook page, and in the library's newsletter.
- I am finalizing writing an article on Intellectual Freedom and De-escalation, and hope to submit it for approval late next week. The ALA's Office for Intellectual Freedom was instrumental in providing me with the data necessary to help create a narrative around this topic.
- I will be joining the Director's University 2.0 crew as a mentor for their annual event at the Illinois State Library, Tuesday, April 11 – Thursday, April 13. This event is designed to help experienced library directors grow and improve in their positions, with a large emphasis placed on professional development and networking opportunities.
- The Wednesday, April 12 Library Commission meeting will be cancelled. I will send official notice of this cancellation next week.
- The library's online resources are currently being evaluated. With some renewal dates approaching, we want to ensure that these resources are being properly used and that they continue to fit the needs of our community.
- Local history inventory and the creation of digitization initiatives continues at the library.
- With limited space in our children's department, we are making minor changes to create more play space for kids. Public Works has been a big help with these efforts.
- Improvement in program offerings and attendance at library programs continues.
- Weeding of the library's collections continues in preparation for the Library Book Sale: Tuesday, May 2 – Saturday, May 6.

Steven Ward
March 30, 2023

Project 6928 – Maroa-Forsyth Grade School Bike Path

We continue coordination with utilities on the project and will begin finalizing the design shortly. We have scheduled our subconsultant to do the environmental Preliminary Site Investigation field work in late April/early May on the old railroad ROW.

Project 7982 – Forsyth Park LWCF Grant Compliance

We will meet with Village staff to finalize a time frame to proceed with bidding the project out as currently scoped shortly. The current scope of the project consists of the pond, a small parking lot off of Oakland, the walking trail around the pond, the walking trail south to CH 20, tree planting, and the crossing over to the Grayhawk bike trail. To comply with the LWCF grant for the acquisition, the Village must start work on this project by February 2024.

Project 8000 – Well No. 7

Work at the well 7 site proceeds. The well hole is complete, and the test pump has been performed. The water quality sample has also been obtained. The contractor continues to mobilize materials for the raw water main. Once the site dries out a bit more, the contractor will start with installation of the raw water main and dirt work at the well site.

Project 8498 – Advisory Services

Grayhawk Pavement Repairs: This work is currently on hold until the end of winter. Once winter weather subsides, the pavement and gutters will be reviewed for repairs and the project will proceed.

Veterans Pond Outfall Repairs: This project will be rebid late spring/early summer 2023 and will be scheduled to start after the DISC golf tournament.

Eastside Bike Path Maintenance: This work is currently on hold until the end of winter. Once winter weather subsides, the condition of the path will be reviewed, and the project will proceed.

US Route 51 Improvements: Chastain has submitted the selected pattern and color for the median stamping to IDOT for incorporation into the project.

OLD BUSINESS

ITEM 1

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: April 4, 2023
Subject: Baseball/Softball Turf

Items to Consider:

- The High School has approached us about working in partnership with them. They currently give us \$10,500 a year to use the fields. If we move forward they will increase that to \$15,000 for 10 years and \$20,000 last 10 years (20 total)
- Our cost to maintain the fields are attached. This will relieve Public Works from having to care for the fields.
- The Junior High currently plays on the field in Maroa, they can now play here, bringing more traffic to the park.
- This company falls under TIPS-therefore we do not have to go out to bid.
- Rhonda has provided a document on Hotel Motel Tax use. At the end of 2022 we had \$1,477,411 in the account. Accounted for on her sheet are our committed yearly expenses. Looking at this, it would take approximately until 2026 to have the funds from ONLY HMT.
- Other alternatives would be to budget in the 2024 year with capital dollars and HMT.

As always, if you are in need of anything further regarding this or any other matter, please do not hesitate to contact me.



Byrne & Jones

SPORTS CONSTRUCTION

13940 St. Charles Rock Road
ST. LOUIS, MO 63044
PHONE: (314) 567-7997
FAX: (314) 567-1828

WWW.BYRNEANDJONES.COM/sports

DATE: 03.16.2023

Forsyth, IL Baseball/Softball Project
Attn: Jill Applebee, Village Administrator
Forsyth, IL

Dear Ms. Applebee,

On behalf of Byrne & Jones Construction's Sports Division, I would first like to thank you for the opportunity to submit our proposal for your **Baseball/Softball Field Improvements**. We have reviewed the project thoroughly and we are confident that we have provided a competitive and attractive package for the district.

Founded in 1976, Byrne & Jones Construction is a privately held construction company in our **47th year** of business. In 2022, our revenue was **over \$170 million dollars**. **Despite our rapid growth in recent years, Byrne & Jones Construction remains a debt free organization.**

Our Team has been in the Sports Construction industry for over 35 years. In the early 1980's we began building asphalt running tracks, which quickly led to the installation of all-weather running track surfacing. Since then, we have completed **over 550 track projects across the Midwest**. In 2004, we broke into the synthetic turf field industry with our first field at Washington University in St. Louis, MO. We now have **over 450 athletic field projects** under our belts averaging 30+ annually over the last 3 years. Just last year we became one of the few members of the 40/40/40 club participating in the construction of over 40 fields, 40 tracks, and 40 tennis courts.

Our approach to sports construction is unique: we are the most knowledgeable builders in the synthetic and running track business. Currently, we are the only construction company in the **American Sports Builders Association (ASBA)** with **EIGHT (8) Certified Synthetic Turf Field Builders, FOUR (4) Certified Track Builders, and an ASBA Board of Directors** member on staff. Our agenda is NOT to sell track or turf systems. It's to match the best surface to the owner's goals. Our goal is to build the best facility for the owner's needs and budget. By being a turn-key full-service builder, we control the production schedule and eliminate the risks and added mark-up by having subcontractors on the job. Our crews are dedicated solely to our sports division and we have the most advance equipment to build your field according to the owner's and designer's specifications.

Our resume includes work with the NFL, Frontier League, NCAA, Parks & Recreation Departments, private soccer clubs, countless high schools, and **FOURTEEN (14) ASBA Distinguished Field Awards**.

In the following pages you will find our proposal for your review. If you have any questions or need anything at all, please feel free to contact me directly.

Sincerely,

Joseph Schuit
Regional Sales Manager
Byrne & Jones Construction | Sports Division
(314) 619-3326
jschuit@byrneandjones.com



FIELDS | TRACKS | COURTS | PARKS & REC



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PROJECT	Maroa Forsyth Baseball Softball	DATE	03.16.2023 REV 1
TO	Jill Applebee, Village Administrator	PLANS	Per B&J Dated 3.10.23
FROM	Joseph Schuit, Regional Sales Manager	SPECS	ASBA Standards

QUALIFICATIONS

- o Starting in 1976, B&J has completed over **600 running tracks, 500 athletic fields, and 250 courts.**
- o Byrne & Jones is a member of the American Sports Builders Association (**ASBA**) since 2009
- o Byrne & Jones has **SEVEN** ASBA Certified Synthetic Turf Field Builders on Staff (CFB-S)
- o Byrne & Jones has **TWO** ASBA Certified Track Builders on Staff (CTB)
- o Byrne & Jones Sports General Manager, Jameson Sheley serves on the **Board of Directors** of the ASBA
- o Byrne & Jones has been honored with **FOURTEEN** ASBA Excellence Awards

GENERAL CONDITIONS

- o Provide project renderings, shop drawings, and detailed drawings for owners approval prior to construction
- o Pre-construction meeting to be held prior to mobilization to the site
- o Secure applicable permits required include City, County, and State
- o Owner shall provide reasonable access to the jobsite for construction, material deliveries, and material laydown
- o Mobilization of necessary material, equipment and labor to the job site
- o Provide dedicated on-site project superintendent and office/field project manager
- o Provide on-site supervision of all staging area, material and equipment delivery
- o In-House Professional Surveying provided for layout of our work
- o Provide portable restrooms, dumpsters, and construction fencing as needed
- o Provide as-built drawings upon completion
- o Conduct final walkthrough with owner for project acceptance
- o Provide maintenance manual and training of owner personnel
- o B&J's proposal includes all necessary items to complete the detailed scope of work. No additional costs will be incurred unless the owner elects to add scope to the project or through unforeseen circumstances.
- o Our proposal only include known/foreseeable circumstances or conditions. Unforeseen circumstances or items not listed in this proposal are not included. Any work provided outside of the scope of work listed in this proposal can be provided for an additional cost by a mutually agreed to change order.





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SYNTHETIC TURF BASEBALL FIELD – RETROFIT IN EXISTING LOCATION

- o Excavate to subgrade for the field area // spoils to remain on-site
- o Install a 12" HDPE collection pipe that ties into an existing structure or day lights within 50' of the field
- o Remove and replace the outfield fence from dugout to dugout to all for the new field size on C1.0
- o Install a turf tie down system around the perimeter of the field
 - Existing backstop, dugouts, etc. to remain in place
- o Install 4 oz non-woven geotextile fabric over the subgrade and in the collection trench
- o Furnish, grade, and compact 4" of drainable base stone for the field area
- o Furnish, grade, and compact 2" of drainable surface stone for the field area
- o Furnish and install 1 set of bases, base anchors, and 1 burry all home plate
- o Furnish and install 1 Perfect Mound portable mound
- o Install 2 permanent concrete mounds/bullpens in foul territory
 - Includes 4' tall fence around the bullpen
- o Furnish and install synthetic turf system specifically engineered for baseball w/ sand and rubber infill
 - Batter's box, catcher's box, foul lines and coaches boxes included, and logos to match rendering 03.10.23
- o Backfill, seed, and straw areas disturbed by B&J during construction

TOTAL INVESTMENT C1.0: \$1,454,000

Note: C1.0 layout may cause the need to have the outfield lighting system relocated/re-aimed, as well as the scoreboard. B&J did not include pricing for this above. A rough budget for this work is \$50,000 to move the lights, and \$40,000 to move the scoreboard.

SYNTHETIC TURF BASEBALL FIELD – RETROFIT IN EXISTING LOCATION

- o Excavate to subgrade for the field area // spoils to remain on-site
- o Install a 10" HDPE collection pipe that ties into an existing structure or day lights within 50' of the field
- o Install a turf tie down system around the perimeter of the field
 - Existing fence, backstop, dugouts, etc. to remain in place
- o Install 4 oz non-woven geotextile fabric over the subgrade and in the collection trench
- o Furnish, grade, and compact 4" of drainable base stone for the field area
- o Furnish, grade, and compact 2" of drainable surface stone for the field area
- o Furnish and install 1 set of bases, base anchors, and 1 burry all home plate
- o Furnish and install synthetic turf system specifically engineered for softball w/ sand and rubber infill
 - Batter's box, catcher's box, foul lines and coaches boxes included, and logos to match rendering 03.10.23
- o Backfill, seed, and straw areas disturbed by B&J during construction

TOTAL INVESTMENT C1.0 & C1.1: \$628,000





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SPORTS COMPLEX C1.2 LAYOUT

SITE WORK

- o Install SWPPP provisions as needed for our work
- o Demo the existing ball fields, fence, and sidewalks around the fields to make way for the improvements
- o Perform mass excavation for the area encompassing the sports fields, sidewalks, and parking lots
- o Install 4" of non-reinforced concrete over a 4" aggregate base for the sidewalks
- o Install 3" of asphalt in one lift over an 8" of aggregate base for the parking lots
 - Includes parking lot striping
- o Install parking lot lighting for safety/security
 - Assumes adequate power source within 150'
 - Does not include any utility installation, distribution, or metering fees
- o Install fencing between the fields to enclose the complex and limit access to the site
- o Backfill and seed all areas disturbed by B&J during construction

BASEBALL FIELD (1 total field)

- o Install a 12" HDPE collection pipe that ties into an existing structure or day lights within 50' of the field
- o Install a new 30' tall pole to pole net backstop with a 30" integrated panel wall system
 - 32' long wings 24' long center
- o Install new 6' tall black vinyl coated chain link fencing around the perimeter of the field
- o Install 1 pair of 10' wide 30' long 4 poles open air pre-manufactured dugouts
 - Dugout to be bordered by fence
- o Install a turf tie down system around the perimeter of the field
- o Install a pair of 20' tall foul poles with a wing
- o Install geotextile fabric over the subgrade and in the collection trench
- o Furnish, grade, and compact 4" of drainable base stone for the field area
- o Furnish, grade, and compact 2" of drainable surface stone for the field area
- o Furnish and install 1 set of bases, base anchors, and 1 burry all home plate
- o Furnish and install 1 Perfect Mound portable mound
- o Build 1 pair of single barrel bullpens with a mound (2 bullpens total)
- o Furnish and install synthetic turf system specifically engineered for baseball
 - Batter's box, catcher's box, foul lines and coaches boxes included
 - Turf to have a sand and rubber infill
- o Install a basic baseball scoreboard with innings, runs, outs, balls and strikes
 - Assumes and adequate power is on site and within 150' of the field
- o Install a spectator area behind home plate with 3 70 seat sets of aluminum bleachers





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SOFTBALL FIELDS & JUNIOR FIELD (3 total fields)

- o Install a 10" HDPE collection pipe that ties into an existing structure or day lights within 50' of the field
- o Install a new 20' tall pole to pole net backstop with a 30" integrated panel wall system
 - 32' long wings 24' long center
- o Install new 6' tall black vinyl coated chain link fencing around the perimeter of the field
- o Install 1 pair of 10' wide 30' long 4 poles open air pre-manufactured dugouts
 - Dugout to be bordered by fence
- o Install a turf tie down system around the perimeter of the field
- o Install a pair of 15' tall foul poles with a wing
- o Install geotextile fabric over the subgrade and in the collection trench
- o Furnish, grade, and compact 4" of drainable base stone for the field area
- o Furnish, grade, and compact 2" of drainable surface stone for the field area
- o Furnish and install 1 set of bases, base anchors, and 1 burry all home plate
- o Build 1 pair of single barrel bullpens per field (6 bullpens total)
- o Furnish and install synthetic turf system specifically engineered for baseball
 - Batter's box, catcher's box, foul lines and coaches boxes included
 - Turf to have a sand and rubber infill
- o Install a basic baseball scoreboard with innings, runs, outs, balls and strikes
 - Assumes and adequate power is on site and within 150' of the field
- o Install a spectator area behind home plate with 3 70 seat sets of aluminum bleachers

TOTAL INVESTMENT C1.2: \$5,586,000





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SPORTS COMPLEX C1.3 LAYOUT

SITE WORK

- o Install SWPPP provisions as needed for our work
- o Demo the existing ball fields, fence, and sidewalks around the fields to make way for the improvements
- o Perform mass excavation for the area encompassing the sports fields, sidewalks, and parking lots
- o Install 4" of non-reinforced concrete over a 4" aggregate base for the sidewalks
- o Install 3" of asphalt in one lift over an 8" of aggregate base for the parking lots
 - Includes parking lot striping
- o Backfill and seed all areas disturbed by B&J during construction

BASEBALL FIELD (2 total fields)

- o Install a 12" HDPE collection pipe that ties into an existing structure or day lights within 50' of the field
- o Install a new 30' tall pole to pole net backstop with a 30" integrated panel wall system
 - 32' long wings 24' long center
- o Install new 6' tall black vinyl coated chain link fencing around the perimeter of the field
- o Install 1 pair of 10' wide 30' long 4 poles open air pre-manufactured dugouts
 - Dugout to be bordered by fence
- o Install a turf tie down system around the perimeter of the field
- o Install a pair of 20' tall foul poles with a wing
- o Install geotextile fabric over the subgrade and in the collection trench
- o Furnish, grade, and compact 4" of drainable base stone for the field area
- o Furnish, grade, and compact 2" of drainable surface stone for the field area
- o Furnish and install 1 set of bases, base anchors, and 1 burry all home plate
- o Furnish and install 1 Perfect Mound portable mound
- o Build 1 pair of single barrel bullpens with a mound (2 bullpens total)
- o Furnish and install synthetic turf system specifically engineered for baseball
 - Batter's box, catcher's box, foul lines and coaches boxes included
 - Turf to have a sand and rubber infill
- o Install a basic baseball scoreboard with innings, runs, outs, balls and strikes
 - Assumes and adequate power is on site and within 150' of the field
- o Install a spectator area behind home plate with 3 70 seat sets of aluminum bleachers





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SOFTBALL FIELDS & JUNIOR FIELD (2 total fields)

- o Install a 10" HDPE collection pipe that ties into an existing structure or day lights within 50' of the field
- o Install a new 20' tall pole to pole net backstop with a 30" integrated panel wall system
 - 32' long wings 24' long center
- o Install new 6' tall black vinyl coated chain link fencing around the perimeter of the field
- o Install 1 pair of 10' wide 30' long 4 poles open air pre-manufactured dugouts
 - Dugout to be bordered by fence
- o Install a turf tie down system around the perimeter of the field
- o Install a pair of 15' tall foul poles with a wing
- o Install geotextile fabric over the subgrade and in the collection trench
- o Furnish, grade, and compact 4" of drainable base stone for the field area
- o Furnish, grade, and compact 2" of drainable surface stone for the field area
- o Furnish and install 1 set of bases, base anchors, and 1 burry all home plate
- o Build 1 pair of single barrel bullpens per field (6 bullpens total)
- o Furnish and install synthetic turf system specifically engineered for baseball
 - Batter's box, catcher's box, foul lines and coaches boxes included
 - Turf to have a sand and rubber infill
- o Install a basic baseball scoreboard with innings, runs, outs, balls and strikes
 - Assumes and adequate power is on site and within 150' of the field
- o Install a spectator area behind home plate with 3 70 seat sets of aluminum bleachers

TOTAL INVESTMENT C1.3: \$7,267,000





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ALTERNATES

ALTERNATES C1.0

- Credit if baseball and softball retrofits are completed at the same time \$21,000 Deduct
- Install a five row elevated 200 seat bleacher with mitered front walk way \$206,000 Add Price
 - Includes added concrete for bleachers to sit on

ALTERNATES C1.2

- Budget for single story building for concessions/restrooms \$1,040,000 Budget price
- Price for high school level sports lighting for the quad \$1,165,000 Add price
- Install fencing between the fields to limit access to the facility \$35,000 Add price
- Install fencing around the complex to limit access to the facility \$184,000 Add price
- Install a double tunnel batting cage with synthetic turf floor \$91,000 Add price
- Install overhead safety netting for the spectators (for the quad) \$209,000 Add price
- Install a 20' tall 40' wide wind screen batter's eye on baseball \$55,000 Add price

ALTERNATES C1.3

- Budget for two story building for concessions/restrooms/press box \$890,000 Budget price
- Price for high school level sports lighting for the quad \$1,395,000 Add price
- Add masonry block walls around the perimeter for all of the dugout \$255,000 Add price
- Install fencing between the fields to limit access to the facility \$41,000 Add price
- Install fencing around the complex to limit access to the facility \$197,000 Add price
- Parking Lot Lighting Budget Appx. \$500,000 Add price

COMBINED SCOPE DISCOUNT – C1.0 AND C1.2

- If the field on C1.0 and C1.2 are constructed during the same time/mob \$78,000 Deduct
 - The \$78,000 deduct includes the \$21,000 credit for the BB and SB field on C1.0 being completed at the same time, so the \$21,000 credit cannot be added to the \$78,000 credit





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SOIL STABILIZATION

- O A determination on whether or not soil stabilization is required will be determined by a proof roll of the subgrade to be observed by B&J and the owner. Should the owner elect not to do any soil stabilization recommended by B&J, B&J cannot guarantee the base of the field will not move causing planarity issues. B&J recommends that the owner always have a contingency for soil stabilization as most projects in the Midwest will require it in some form.
- O Recommended contingency for stabilization on the full baseball field on C1.0 \$140,000 – \$155,000
- O Recommended contingency for stabilization on the full softball field on C1.0 \$45,000 – \$55,000
- O Recommended contingency for stabilization on the full baseball field on C1.1 \$155,000 – \$175,000
- O Recommended contingency for stabilization on the full baseball field on C1.2 \$135,000 – \$150,000 (per field)
- O Recommended contingency for stabilization on the full softball field on C1.2 \$48,000 – \$58,000 (per field)
- O Recommended contingency for stabilization on the full parking lot on C1.2 \$70,000 – \$90,000
- O Recommended contingency for stabilization on the full baseball field on C1.3 \$115,000 – \$130,000 (per field)
- O Recommended contingency for stabilization on the full softball field on C1.3 \$55,000 – \$65,000 (per field)
- O Recommended contingency for stabilization on the full parking lot on C1.3 \$250,000 – \$275,000

TOTAL INVESTMENT: POSSIBLE OPTIONS

1) C1.0 BASEBALL/SOFTBALL IN CURRENT LOCATION, NEW SIZE & LOGOS, WITH ALL SOIL STABILIZATION, WITH MOVING LIGHTS AND SCOREBOARD

a. \$2,361,000

2) C1.2 COMPLEX, WITH ALL ALTERNATES AND ALL SOIL STABILIZATION

a. \$8,779,000

3) C1.3 COMPLEX, WITH ALL ALTERNATES AND ALL SOIL STABILIZATION

a. \$11,384,000





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WARRANTIES

- O 8 year synthetic turf manufacturer's/general contractors warranty
- O 1 year civil construction/general contractors warranty

NOTES/EXCLUSIONS

1. Price does not include any storm water detention or water quality above our standard rock section.
2. Price does not include any work not specified in the above proposal.
3. Includes mobilization in (1) phase.
4. Price based on normal working hours and days.
5. Price based on mutually agreeable contract language.
6. Price based on tax exempt pricing.
7. Price based on complete access to the jobsite.
8. Price does not include any rock breaking, blasting, excavation, or removals.
9. Price does not include the testing for, removal or disposal of contaminated or unsuitable soils.
10. Any modification to rock, asphalt, and material type must be mutually agreed upon.
11. Price does not include any pavement repairs due to construction traffic.
12. Unless otherwise noted, Soil Stabilization is not included in this proposal.
13. B&J has four TIPS Cooperative Purchasing Contracts including Sports Fields, Courts, or Tracks; Paving; and General Trades, Labor and Materials. Contact #'s: 20020501, 20020502, 200602, and 200201
14. This proposal falls under contract #: 20020502
15. Pricing is good for 30 days.

If you have any questions, please feel free to contact me at (314) 619 - 3326 or jschuit@byrneandjones.com

Joseph Schuit

Regional Sales Manager
Byrne & Jones Construction- Sports Division

ACCEPTED BY :

Print Name, Title

Signature

Date



FIELDS | TRACKS | COURTS | PARKS & REC

HS Fields:

Sean takes care of field #4, so his entire pay is for #4 (grooming, mowing, etc...) -- ~\$3,525

We also help with mowing when Sean cannot, we also apply fertilizer, grub and weed control to both HS fields (\$2,585 wages, ~\$4,000 material). We also use ~25,000 gallons of treated water to irrigate both HS fields.

We prep Softball when coaches cannot ~\$1,640, we mow outfield 2/wk at ~\$3100

Fields 1,2,3:

I would estimate $6 \text{ hrs} \times \$15 \times 107 = \$9,630$ -- Forsyth Youth League Only (FYL pays \$20 per game prepped ** 2021 is $107 \times \$20 = \$2,140$ revenue)

I would estimate \$28,575 in wages to work all fields from early spring through October. (using 2 guys at the min. \$15/hr for 8-10 hrs per M-F day, roughly 63 days (2 employees) roughly 43 days (1 employee))

We mow the fields 2/wk, ~\$5,940 (33 weeks, 2/wk, \$15/hr x 6hrs (2 hr/field, 3 fields)

Materials:

Top dressing, chalk, diamond dry, plugs, equipment, etc...

--last 3 years for HS field maintenance:

--4/1/19 ground maint \$1,814

--1/20/20 ground maint \$1,129

--3/6/20 ground maint \$1,764

--10/21/19, 7/20/20 warning track mix \$2,900, \$1,935

--11/04/19 Diamond Pro Ground maint \$5,605 (all 5 fields - 75% HS fields)

--5/6/19, 11/18/19 Infield mix \$720, \$5,299 (all 5 fields - 75% HS fields)

--4/6/20 Diamond pro / clay mix \$540

--Lining chalk - \$658/pallet (2 pallets/yr)

--field equip (plates, mounds, plugs, etc...) ~\$1,500/yr (all 5 fields - 90% Fields 1,2,3)

~\$55,000 in labor/yr

~\$9,100 in material/yr (avg over 3 yrs)

material cost does not include fuel or the cost to treat the water for irrigation

Fiscal Year/Rate:	Revenues Collected from Hotel/Motels:	Notes:	Bank Balance at end of the fiscal year:
2000/2001 3% RATE	\$ 79,791.81		
2001/2002 3% RATE	\$ 74,737.31		
2002/2003 3% RATE	\$ 71,469.39		
2003/2004 3% RATE	\$ 72,560.84		
2004/2005 3% RATE	\$ 77,049.28		
2005/2006 3% RATE	\$ 89,404.71		
2006/2007 3% RATE	\$ 102,710.57		
2007/2008 3% RATE	\$ 114,577.68		
2008/2009 3% RATE	\$ 130,402.84		
2009/2010 3% RATE	\$ 160,043.06	homewood	
2010/2011 3% RATE	\$ 170,237.33		
2011/2012 3% RATE	\$ 199,098.15		
2012/2013 0% RATE	\$ 22,134.24		
2013/2014 3% RATE	\$ 119,474.03		\$ 300,354.62
2014/2015 3% RATE	\$ 246,743.90	residence	\$ 159,715.12
8 MONTH 2015 3% RATE	\$ 234,202.16		\$ 166,618.86
2016 5% RATE	\$ 504,023.85		\$ 474,324.15
2017 5% RATE	\$ 498,376.76		\$ 888,138.44
2018 5% RATE	\$ 452,804.87		\$ 892,626.15
2019 5% RATE	\$ 468,290.83		\$ 1,004,014.33
2020 5% RATE	\$ 219,833.50	covid	\$ 907,563.83
2021 5% RATE	\$ 345,312.36	covid	\$ 1,107,073.04
2022 5% RATE	\$ 453,181.14		\$ 1,477,411.17
2023 5% RATE	\$ 106,847.65	as of Feb. 2023	\$ 1,551,787.49

Average per year:	\$ 475,335.49
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Normal Expenses:	2023 Budget Expenses	Cost Estimated total for next three years:	Estimated total Expenses for next 4 years (2023,2024,2025,2026)
Salaries Regular	\$ 1,200.00		\$ 1,200.00
Salaries O/T	\$ 3,000.00		\$ 3,000.00
FICA	\$ 350.00		\$ 350.00
IMRF	\$ 400.00		\$ 400.00
Other Professional Services	\$ 14,000.00		\$ 14,000.00
D#1,2,3,4,5 misc updates	\$ 120,000.00		\$ 120,000.00
DACVB	\$ 75,000.00	\$ 225,000.00	\$ 300,000.00
Visitor Guide Ads/misc	\$ 8,702.57	\$ 26,107.71	\$ 34,810.28
Midstate Soccer (10% increase per year)	\$ 3,897.43	\$ 14,190.54	\$ 18,087.97
Shoreline Classic	\$ 1,500.00	\$ 4,500.00	\$ 6,000.00
Disc Golf Tournament budgeted	\$ 7,500.00	\$ 22,500.00	\$ 30,000.00
ASA Tournment	\$ 5,000.00	\$ 15,000.00	\$ 20,000.00
Farm Progress (every other year)	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00
Misc (wwl)	\$ 1,450.00	\$ -	\$ 1,450.00
	\$ 252,000.00	\$ 317,298.25	\$ 569,298.25

	2023 Average Revenues	Estimated total Revenues for the next three years	Estimated total revenues for next 4 years (2023,2024,2025,2026)
Average Revenues per year (not counting bank interest):	\$ 475,335.49	\$ 1,426,006.47	\$ 1,901,341.96

Estimated unspent revenues for next 4 years towards bank balance	\$ 1,332,043.71
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OLD BUSINESS

ITEM 2



MEMORANDUM

To: Village of Forsyth Mayor and Board of Trustees
From: Matthew B. Foster, PE, PLS
Date: March 31, 2023
cc: Ms. Jill Applebee, Village Administrator
Re: Moon St Sidewalk SRTS Improvements – Design Contract

Honorable Mayor and Trustees,

Per the Village budget approved last December, we have prepared a contract for design services necessary to proceed with the Moon St. Sidewalk Improvements project for your consideration. This contract covers preliminary design phase services for preparation of a Project Development Report to pursue a Safe Routes to School Grant next fall. Also included is a resolution necessary to use MFT funds to pay for the design services. We recommend approval of the contract and resolution in order to proceed with this work as soon as possible.

Thank you for the opportunity to serve the Village in this matter. If you have further questions, please feel free to call Stephanie, Jeremy, or I at your convenience.

**Local Public Agency
Engineering Services Agreement**

Agreement For	Agreement Type
Using Federal Funds? ☐ Yes ☒ No	MFT PE
	Original

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Forsyth, Illinois	Macon	23-00012-00-SW	
Project Number	Contact Name	Phone Number	Email
	Jill Applebee	(217) 877-9445	japplebee@forsyth-il.gov

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Moon St.		1,100 ft.	
Location Termini			Add Location
Grant St. to the Old Railroad ROW			Remove Location

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Elwood St.		900 ft.	
Location Termini			Add Location
Ruehl St. to CH 20			Remove Location

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Smith St.		900 ft.	
Location Termini			Add Location
Ruehl St. to CH 20			Remove Location

Project Description

The removal and replacement of sidewalks along Moon St. to current ADA/PROWAG standards to interconnect the Decatur Christian School, Village Library, and the Maroa-Forsyth Grade School Bike Path. Sidewalk removal and replacement along the west side of Elwood St (north of Moon St.), east side of Elwood St. (south of Moon St.), and the west side of Smith St are also proposed.

Engineering Funding	☒ MFT/TBP	☐ State	☐ Other	
Anticipated Construction Funding	☒ Federal	☒ MFT/TBP	☐ State	☐ Other

AGREEMENT FOR

☒ Phase I - Preliminary Engineering ☐ Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Chastain & Associates LLC	Jeremy Buening	(217) 422-8544	jbuening@chastainengineers.com
Address	City	State	Zip Code
5 N. Country Club Rd.	Decatur	IL	62521

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☐ EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- ☒ EXHIBIT E : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- ☒ EXHIBIT F: Chastain Hourly Rate Sheet
- ☒ EXHIBIT G: Project Location Map
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced

10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
 - (c) For Non-Federal County Projects - (605 ILCS 5/5-409)
 - (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
 - (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

- ☐ Percent A sum of money equal to _____ percent of the awarded contract cost of the proposed improvements as approved by the DEPARTMENT
- ☐ Lump Sum _____ (Maximum Fee \$40,000) (For federal funds the lump sum shall be developed using Cost Plus Fixed Fee Formula).
- ☒ Specific Rate \$50,500.00 (Maximum Fee \$150,000)
- ☐ Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support

2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False

certification or violation of the certification may result in sanctions including, but not limited to suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Chastain & Associates LLC	37-0714576	\$50,500.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$50,500.00
Total for all work		\$50,500.00

Executed by the LPA:

Attest: The

 of

By (Signature & Date)

--

By (Signature & Date)

--

Local Public Agency

Forsyth, Illinois

Local Public Agency Type

Village	Clerk
---------	-------

Title

Mayor

(SEAL)

Executed by the ENGINEER:

Attest:

By (Signature & Date)

--

Title

Urban Planner

By (Signature & Date)

--

Title

Member

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

--

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number ⁴⁶
Forsyth, Illinois	Chastain & Associates LLC	Macon	23-00012-00-SW

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

Chastain shall furnish or cause to be furnished for this PROJECT:

1. Attend up to two (2) coordination meetings with Village staff in Forsyth, IL.
2. Make such detailed topographic & boundary surveys as are necessary for the preparation of design of the proposed sidewalk improvements. Three (3) full days of surveying with a 2-man crew have been provided for in the proposed budget.
3. Show known subsurface utilities from mapping made available by the Village and various utility companies within the Village.
4. Design the proposed sidewalk improvements in accordance with applicable ADA, PROWAG, and IDOT design guidelines as necessary to prepare the PDR for the project.
5. Layout and design sidewalk ramps at the following locations:
 - i. The west side of Grant St and NE quadrant of the intersection of Moon St. @ Grant St.
 - ii. The NW, SW, and SE quadrants of the intersection of Moon St. @ Elwood St.
 - iii. The SW, NW, & NE quadrants of the intersection of Moon St. @ Smith St.
 - iv. The NE quadrant of the intersection of Elwood St. @ Ruehl St.
 - v. The NW quadrant of the intersection of Smith St. @ Ruehl St.
6. Preparation and submittal of an Environmental Survey Request (ESR) in accordance with IDOT requirements.
7. Schedule, advertise, and host a public involvement meeting in accordance with IDOT Requirements.
8. Preparation and submittal of the PDR to IDOT for review.

Services not listed in the scope of work described above are not included in this proposal. The following items are specifically excluded from the agreement. This list is for informational purposes only and is not intended to be complete:

- a. Applications for grant funding.
- b. Preparation of contract plans & specifications.
- c. Bidding services.
- d. Geotechnical exploration and/or reports.
- e. Potholing and other methods of subsurface utility excavation to determine utility locations and depths.
- f. Preparation of plats and legal descriptions for additional ROW and easements required to construct the PROJECT.
- g. Assistance to the client in acquiring any necessary land, easements and right-of-way.
- h. Preparation of a Preliminary Environmental Site Assessment (PESA) for the project, if required by the results of the ESR.
 - i. Services performed in connection with environmental remediation.
 - j. Services performed in connection with supplemental archaeological surveys, wetland surveys, computer modeling of waterways, and highway access if required by governmental permitting agencies.
- k. Construction observation services.
- l. Services performed as a result of litigation, arbitration, public hearings or other legal or administrative proceedings involving the PROJECT other than a dispute between the client and Chastain.

These services can be supplied by Chastain if they are determined to be required during the performance of the PROJECT. Payment for these additional services shall be by supplement to this contract.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number ⁴⁷
Forsyth, Illinois	Chastain & Associates LLC	Macon	23-00012-00-SW

**EXHIBIT B
PROJECT SCHEDULE**

Schedule is dependent on IDOT PDR & Environmental Survey Review times which can be highly variable.

April 4, 2023 - Contract Approval & Direction to Proceed

April 2023 thru May 2023 - Topographic & Boundary Surveys

June 2023 thru December 2023 - Project Design, Environmental Surveys & Draft PDR Assembly

September 2023 - Safe Routes to School Grant Applications Due (anticipated)

January 2023 thru June 2024 - Environmental Survey Completion & Final PDR Assembly

May 2024 - Safe Routes to School Grant Award Announcements (anticipated)

July 2024 - Final PDR Submittal

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number ⁴⁸
Forsyth, Illinois	Chastain & Associates LLC	Macon	23-00012-00-SW

Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☐
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☐
3	Was the scope of services for this project clearly defined?	☐	☐
4	Was public notice given for this project?	☐	☐
5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☐
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☐
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☐
	Project Criteria	Weighting	
8	Do the written QBS policies and procedures discuss the method of selection?	☐	☐
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☐
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☐
11	Were acceptable costs for this project verified?	☐	☐
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☐
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☐
14	QBS according to State requirements used?	☐	☒
15	Existing relationship used in lieu of QBS process?	☐	☒
16	LPA is a home rule community (Exempt from QBS).	☒	☐



Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
Chastain & Associates LLC		
☒ Prime ☐ Supplement		Date 03/31/23

Consultant

Chastain & Associates LLC

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	☐			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	☐			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	☐			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	☐			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	☒	200	\$0.66	\$131.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	☒	3	\$65.00	\$195.00
Vehicle Rental	Actual cost (Up to \$55/day)	☐			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	☐			
Tolls	Actual cost	☐			
Parking	Actual cost	☐			
Overtime	Premium portion (Submit supporting documentation)	☐			
Shift Differential	Actual cost (Based on firm's policy)	☐			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	☐			
Copies of Deliverables/MyIars (In-house)	Actual cost (Submit supporting documentation)	☐			
Copies of Deliverables/MyIars (Outside)	Actual cost (Submit supporting documentation)	☐			
Project Specific Insurance	Actual cost	☐			
Monuments (Permanent)	Actual cost	☐			
Photo Processing	Actual cost	☐			
2-Way Radio (Survey or Phase III Only)	Actual cost	☐			49
Telephone Usage (Traffic System Monitoring Only)	Actual cost	☐			



2023 SCHEDULE OF RATES

<u>Classification</u>	<u>Per Hour Rate Net</u>		
Engineers	From	To	
Project Principal	\$256.00	-	\$256.00
Professional V	\$246.40	-	\$256.00
Professional IV	\$198.40	-	\$220.80
Professional III	\$163.20	-	\$188.80
Professional II	\$131.20	-	\$152.00
Professional I	\$94.08	-	\$115.20
 Surveyors			
Chief of Survey	\$182.40	-	\$182.40
Surveyor II	\$128.00	-	\$128.00
Surveyor I	\$97.60	-	\$97.60
 Technical			
Technician V	\$171.20	-	\$171.20
Technician IV	\$145.60	-	\$147.20
Technician III	\$118.40	-	\$128.00
Technician II	\$67.20	-	\$112.80
Technician I	\$57.60	-	\$57.60
 Office Services and Records			
Administrative	\$64.80	-	\$137.60

The above rates apply to all projects with exception to depositions and expert witness, in which all time spent for the preparation for depositions, providing the deposition, preparation for trials, and time spent in trial shall be billed at a rate of 2.0 times the above rate for all staff involved.

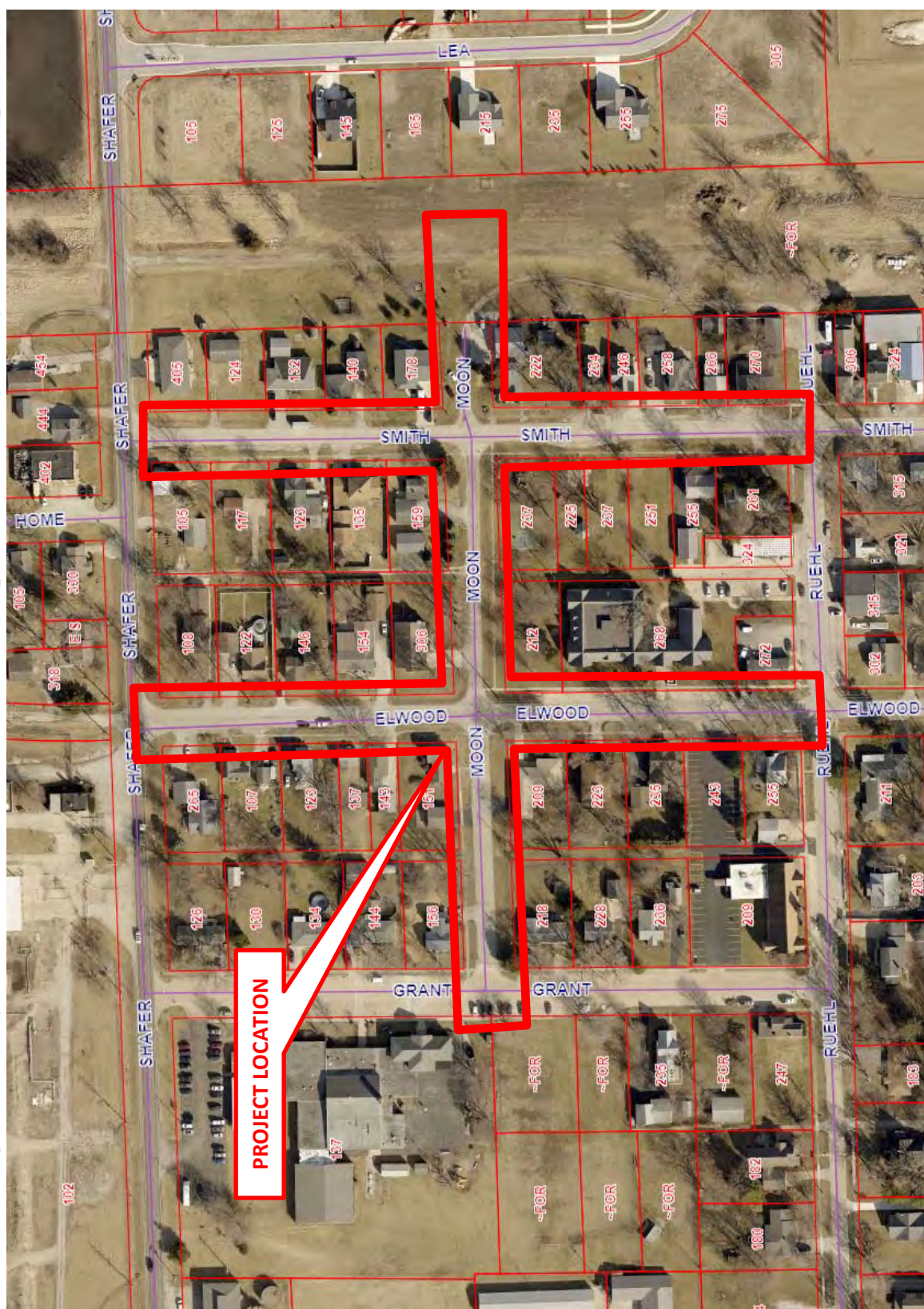
Expenses such as interim travel and subsistence, telephone, blueprints, subsurface investigations, laboratory testing, and subcontractor work approved by the client, will be charged at actual cost. A 10% administration fee may be charged on outside expenses.

A Fathometer for hydrographic surveys will be invoiced at \$150.00 per day. The use of a Survey Laser Scanner will be invoiced at \$1,000.00 per day. The use of an ATV or UTV will be invoiced at \$200.00 per day or actual rental cost. The use of a drone for aerial surveys or photography will be invoiced at \$50.00 per hour.

Necessary field vehicles are charged at \$65.00 per day. All other mileage is charged at 58.5 cents per mile net (or the current rate allowed by the I.R.S.). Boat Service fees are \$350 per day.

Above quotations are subject to change with 60 days review by client, due to circumstances beyond our control.

Cost-of-living adjustments will be made to the schedule of rates on January 1st of each year.



**Resolution for Improvement
Under the Illinois Highway Code**

Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

23-00012-00-SW

BE IT RESOLVED, by the Board

Governing Body Type

of the Village

Local Public Agency Type

of Forsyth

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Moon St., Elwood St, & Smith St.	0.55	N/A	Grant St.	Old Railroad ROW

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

The removal and replacement of sidewalks along Moon St. to current ADA/PROWAG standards to interconnect the Decatur Christian School, Village Library, and the Maroa-Forsyth Grade School Bike Path. Sidewalk removal and replacement along the west side of Elwood St (north of Moon St.), east side of Elwood St. (south of Moon St.), and the west side of Smith St are also proposed.

2. That there is hereby appropriated the sum of Fifty Thousand Five HundredDollars (\$50,500.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Cheryl Marty

Name of Clerk

Village

Local Public Agency Type

Clerk in and for said Village

Local Public Agency Type

of Forsyth

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Board

Governing Body Type

of Forsyth

Name of Local Public Agency

at a meeting held on April 04, 2023

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____ .

(SEAL, if required by the LPA)

Clerk Signature & Date

--

ApprovedRegional Engineer Signature & Date
Department of Transportation

--

OLD BUSINESS

ITEM 3

RESOLUTION NO. ____-2023**A RESOLUTION APPROVING MOON STREET SIDEWALK
DESIGN CONTRACT**

WHEREAS, the Village of Forsyth (“Village”), Macon County, State of Illinois, is a duly organized and existing municipality operating under and pursuant to the Illinois Municipal Code; and

WHEREAS, the Village seeks to enter into an agreement for development of a reconstruction design contract with Chastain for Moon Street sidewalk as shown in detail in Exhibit A attached and incorporated herein (“Moon Street Design Contract”); and

WHEREAS, the Moon Street Design Contract covers design services necessary to proceed with the Moon Street Sidewalk Improvements project for your consideration and also covers preliminary design phase services for preparation of a Project Development Report to pursue a Safe Routes to School Grant next fall; and

WHEREAS, the corporate authorities of the Village believe it is in the best interests of the Village to approve the Moon Street Design Contract with Chastain as set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the Village Mayor and Board of Trustees of the Village of Forsyth, Macon County, Illinois, as follows:

SECTION 1: The recitals set forth above are incorporated herein as if full stated and set forth in this Section 1.

SECTION 2. The Village Board of Trustees hereby approves the Moon Street Design Contract with Chastain, as attached hereto as **Exhibit A**. Village President and Village Clerk are further authorized to execute the agreement.

SECTION 3: If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution.

SECTION 4: All resolutions or agreements in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: This Resolution shall be in full force and effect from after its passage, approval and publication as provided by law.

SO RESOLVED this ____ day of April, 2023, at Forsyth, Macon County, Illinois.

	YES	NO	ABSENT	PRESENT
GRUENEWALD				
JOHNSON				
LONDON				
SHAW				
WENDT				
YOUNG				
PECK				
TOTAL				

VILLAGE OF FORSYTH

Jim Peck, Village Mayor

Attest:

Cheryl Marty, Village Clerk

EXHIBIT A
Moon Street Design Contract

**Local Public Agency
Engineering Services Agreement**

Using Federal Funds? ☐ Yes ☒ No	Agreement For MFT PE	Agreement Type Original
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LOCAL PUBLIC AGENCY

Local Public Agency Forsyth, Illinois	County Macon	Section Number 23-00012-00-SW	Job Number
Project Number	Contact Name Jill Applebee	Phone Number (217) 877-9445	Email japplebee@forsyth-il.gov

SECTION PROVISIONS

Local Street/Road Name Moon St.	Key Route	Length 1,100 ft.	Structure Number
Location Termini Grant St. to the Old Railroad ROW			Add Location Remove Location

SECTION PROVISIONS

Local Street/Road Name Elwood St.	Key Route	Length 900 ft.	Structure Number
Location Termini Ruehl St. to CH 20			Add Location Remove Location

SECTION PROVISIONS

Local Street/Road Name Smith St.	Key Route	Length 900 ft.	Structure Number
Location Termini Ruehl St. to CH 20			Add Location Remove Location

Project Description

The removal and replacement of sidewalks along Moon St. to current ADA/PROWAG standards to interconnect the Decatur Christian School, Village Library, and the Maroa-Forsyth Grade School Bike Path. Sidewalk removal and replacement along the west side of Elwood St (north of Moon St.), east side of Elwood St. (south of Moon St.), and the west side of Smith St are also proposed.

Engineering Funding	☒ MFT/TBP ☐ State ☐ Other	
Anticipated Construction Funding	☒ Federal ☒ MFT/TBP ☐ State ☐ Other	

AGREEMENT FOR

☒ Phase I - Preliminary Engineering ☐ Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name Chastain & Associates LLC	Contact Name Jeremy Buening	Phone Number (217) 422-8544	Email jbuening@chastainengineers.com
Address 5 N. Country Club Rd.	City Decatur	State IL	Zip Code 62521

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☐ EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- ☒ EXHIBIT E : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- ☒ EXHIBIT F: Chastain Hourly Rate Sheet
- ☒ EXHIBIT G: Project Location Map
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced

10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
 - (c) For Non-Federal County Projects - (605 ILCS 5/5-409)
 - (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
 - (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

- ☐ Percent A sum of money equal to _____ percent of the awarded contract cost of the proposed improvements as approved by the DEPARTMENT
- ☐ Lump Sum _____ (Maximum Fee \$40,000) (For federal funds the lump sum shall be developed using Cost Plus Fixed Fee Formula).
- ☒ Specific Rate \$50,500.00 (Maximum Fee \$150,000)
- ☐ Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support

2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False

certification or violation of the certification may result in sanctions including, but not limited to suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Chastain & Associates LLC	37-0714576	\$50,500.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$50,500.00
Total for all work		\$50,500.00

Executed by the LPA:

Attest: The

 of

By (Signature & Date)

--

By (Signature & Date)

--

Local Public Agency

Forsyth, Illinois

Local Public Agency Type

Village

 Clerk

Title

Mayor

(SEAL)

Executed by the ENGINEER:

Attest:

By (Signature & Date)

--

Title

Urban Planner

By (Signature & Date)

--

Title

Member

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

--

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number ⁶⁴
Forsyth, Illinois	Chastain & Associates LLC	Macon	23-00012-00-SW

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

Chastain shall furnish or cause to be furnished for this PROJECT:

1. Attend up to two (2) coordination meetings with Village staff in Forsyth, IL.
2. Make such detailed topographic & boundary surveys as are necessary for the preparation of design of the proposed sidewalk improvements. Three (3) full days of surveying with a 2-man crew have been provided for in the proposed budget.
3. Show known subsurface utilities from mapping made available by the Village and various utility companies within the Village.
4. Design the proposed sidewalk improvements in accordance with applicable ADA, PROWAG, and IDOT design guidelines as necessary to prepare the PDR for the project.
5. Layout and design sidewalk ramps at the following locations:
 - i. The west side of Grant St and NE quadrant of the intersection of Moon St. @ Grant St.
 - ii. The NW, SW, and SE quadrants of the intersection of Moon St. @ Elwood St.
 - iii. The SW, NW, & NE quadrants of the intersection of Moon St. @ Smith St.
 - iv. The NE quadrant of the intersection of Elwood St. @ Ruehl St.
 - v. The NW quadrant of the intersection of Smith St. @ Ruehl St.
6. Preparation and submittal of an Environmental Survey Request (ESR) in accordance with IDOT requirements.
7. Schedule, advertise, and host a public involvement meeting in accordance with IDOT Requirements.
8. Preparation and submittal of the PDR to IDOT for review.

Services not listed in the scope of work described above are not included in this proposal. The following items are specifically excluded from the agreement. This list is for informational purposes only and is not intended to be complete:

- a. Applications for grant funding.
- b. Preparation of contract plans & specifications.
- c. Bidding services.
- d. Geotechnical exploration and/or reports.
- e. Potholing and other methods of subsurface utility excavation to determine utility locations and depths.
- f. Preparation of plats and legal descriptions for additional ROW and easements required to construct the PROJECT.
- g. Assistance to the client in acquiring any necessary land, easements and right-of-way.
- h. Preparation of a Preliminary Environmental Site Assessment (PESA) for the project, if required by the results of the ESR.
 - i. Services performed in connection with environmental remediation.
 - j. Services performed in connection with supplemental archaeological surveys, wetland surveys, computer modeling of waterways, and highway access if required by governmental permitting agencies.
- k. Construction observation services.
- l. Services performed as a result of litigation, arbitration, public hearings or other legal or administrative proceedings involving the PROJECT other than a dispute between the client and Chastain.

These services can be supplied by Chastain if they are determined to be required during the performance of the PROJECT. Payment for these additional services shall be by supplement to this contract.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number ⁶⁵
Forsyth, Illinois	Chastain & Associates LLC	Macon	23-00012-00-SW

**EXHIBIT B
PROJECT SCHEDULE**

Schedule is dependent on IDOT PDR & Environmental Survey Review times which can be highly variable.
 April 4, 2023 - Contract Approval & Direction to Proceed
 April 2023 thru May 2023 - Topographic & Boundary Surveys
 June 2023 thru December 2023 - Project Design, Environmental Surveys & Draft PDR Assembly
 September 2023 - Safe Routes to School Grant Applications Due (anticipated)
 January 2023 thru June 2024 - Environmental Survey Completion & Final PDR Assembly
 May 2024 - Safe Routes to School Grant Award Announcements (anticipated)
 July 2024 - Final PDR Submittal

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number ⁶⁶
Forsyth, Illinois	Chastain & Associates LLC	Macon	23-00012-00-SW

Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☐
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☐
3	Was the scope of services for this project clearly defined?	☐	☐
4	Was public notice given for this project?	☐	☐
5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☐
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☐
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☐
Project Criteria		Weighting	
8	Do the written QBS policies and procedures discuss the method of selection?	☐	☐
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☐
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☐
11	Were acceptable costs for this project verified?	☐	☐
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☐
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☐
14	QBS according to State requirements used?	☐	☒
15	Existing relationship used in lieu of QBS process?	☐	☒
16	LPA is a home rule community (Exempt from QBS).	☒	☐



Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
Chastain & Associates LLC		
☒ Prime ☐ Supplement Date 03/31/23		

Consultant

Chastain & Associates LLC

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	☐			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	☐			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	☐			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	☐			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	☒	200	\$0.66	\$131.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	☒	3	\$65.00	\$195.00
Vehicle Rental	Actual cost (Up to \$55/day)	☐			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	☐			
Tolls	Actual cost	☐			
Parking	Actual cost	☐			
Overtime	Premium portion (Submit supporting documentation)	☐			
Shift Differential	Actual cost (Based on firm's policy)	☐			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	☐			
Copies of Deliverables/MyIars (In-house)	Actual cost (Submit supporting documentation)	☐			
Copies of Deliverables/MyIars (Outside)	Actual cost (Submit supporting documentation)	☐			
Project Specific Insurance	Actual cost	☐			
Monuments (Permanent)	Actual cost	☐			
Photo Processing	Actual cost	☐			
2-Way Radio (Survey or Phase III Only)	Actual cost	☐			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	☐			

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)	☒	50	\$15.00	\$750.00
Website	Actual cost (Submit supporting documentation)	☐			
Advertisements	Actual cost (Submit supporting documentation)	☒	1	\$500.00	\$500.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	☐			
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	☐			
Recording Fees	Actual cost	☐			
Transcriptions (specific to project)	Actual cost	☐			
Courthouse Fees	Actual cost	☐			
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	☐			
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	☐			
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)	☐			
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)	☐			
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)	☐			
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)	☐			
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)	☐			
		☐			
		☐			
		☐			
		☐			
		☐			
		☐			
		☐			
		☐			
		☐			
Total Direct Cost				\$1,576.00	

*If other allowable costs are needed and not listed, please add in the above spaces provided.

LEGEND

W.O. = Work Order

J.S. = Job Specific



2023 SCHEDULE OF RATES

<u>Classification</u>	<u>Per Hour Rate Net</u>		
Engineers	From	To	
Project Principal	\$256.00	-	\$256.00
Professional V	\$246.40	-	\$256.00
Professional IV	\$198.40	-	\$220.80
Professional III	\$163.20	-	\$188.80
Professional II	\$131.20	-	\$152.00
Professional I	\$94.08	-	\$115.20
 Surveyors			
Chief of Survey	\$182.40	-	\$182.40
Surveyor II	\$128.00	-	\$128.00
Surveyor I	\$97.60	-	\$97.60
 Technical			
Technician V	\$171.20	-	\$171.20
Technician IV	\$145.60	-	\$147.20
Technician III	\$118.40	-	\$128.00
Technician II	\$67.20	-	\$112.80
Technician I	\$57.60	-	\$57.60
 Office Services and Records			
Administrative	\$64.80	-	\$137.60

The above rates apply to all projects with exception to depositions and expert witness, in which all time spent for the preparation for depositions, providing the deposition, preparation for trials, and time spent in trial shall be billed at a rate of 2.0 times the above rate for all staff involved.

Expenses such as interim travel and subsistence, telephone, blueprints, subsurface investigations, laboratory testing, and subcontractor work approved by the client, will be charged at actual cost. A 10% administration fee may be charged on outside expenses.

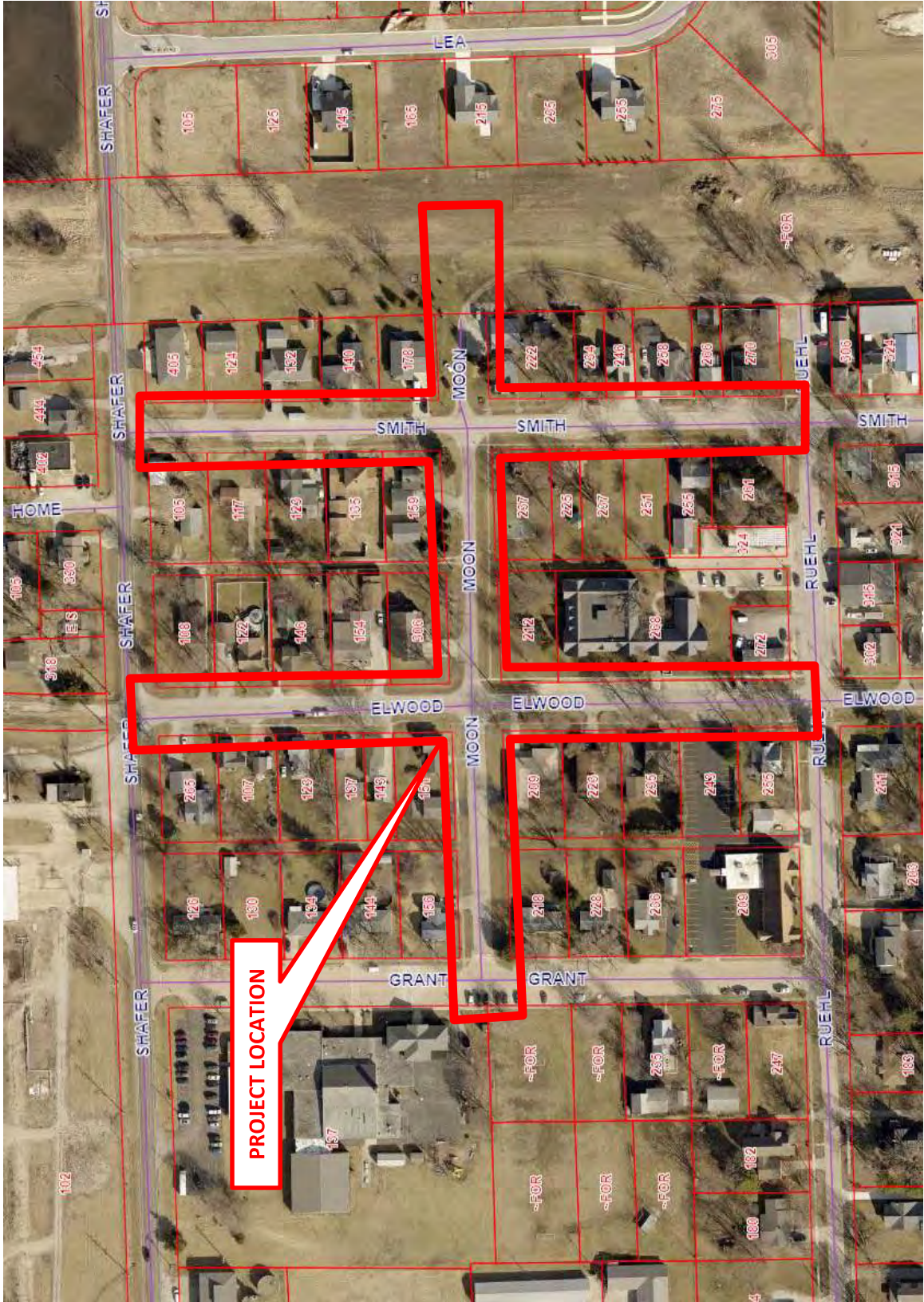
A Fathometer for hydrographic surveys will be invoiced at \$150.00 per day. The use of a Survey Laser Scanner will be invoiced at \$1,000.00 per day. The use of an ATV or UTV will be invoiced at \$200.00 per day or actual rental cost. The use of a drone for aerial surveys or photography will be invoiced at \$50.00 per hour.

Necessary field vehicles are charged at \$65.00 per day. All other mileage is charged at 58.5 cents per mile net (or the current rate allowed by the I.R.S.). Boat Service fees are \$350 per day.

Above quotations are subject to change with 60 days review by client, due to circumstances beyond our control.

Cost-of-living adjustments will be made to the schedule of rates on January 1st of each year.

Village of Forsyth, IL – Moon St Sidewalk Improvements (SRTS) Location Map



**Resolution for Improvement
Under the Illinois Highway Code**

Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

23-00012-00-SW

BE IT RESOLVED, by the Board

Governing Body Type

of the Village

Local Public Agency Type

of Forsyth

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Moon St., Elwood St, & Smith St.	0.55	N/A	Grant St.	Old Railroad ROW

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

The removal and replacement of sidewalks along Moon St. to current ADA/PROWAG standards to interconnect the Decatur Christian School, Village Library, and the Maroa-Forsyth Grade School Bike Path. Sidewalk removal and replacement along the west side of Elwood St (north of Moon St.), east side of Elwood St. (south of Moon St.), and the west side of Smith St are also proposed.

2. That there is hereby appropriated the sum of Fifty Thousand Five HundredDollars (\$50,500.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Cheryl Marty

Name of Clerk

Village

Local Public Agency Type

Clerk in and for said Village

Local Public Agency Type

of Forsyth

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Board

Governing Body Type

of Forsyth

Name of Local Public Agency

at a meeting held on April 04, 2023

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____.

(SEAL, if required by the LPA)

Clerk Signature & Date

--

ApprovedRegional Engineer Signature & Date
Department of Transportation

--

OLD BUSINESS

ITEM 4



MEMORANDUM

To: Village of Forsyth Mayor and Board of Trustees
From: Matthew B. Foster, PE, PLS
Date: March 31, 2023
cc: Ms. Jill Applebee, Village Administrator
Re: Barnett Avenue Reconstruction – Design Contract

Honorable Mayor and Trustees,

Per the Village budget approved last December, we have prepared a contract for design services necessary to proceed with the Barnett Ave Reconstruction project for your consideration. This contract covers preliminary design phase services for preparation of a Project Development Report to pursue federal funding through the Decatur Urban Area Transportation Study (DUATS) for the project. Also included is a resolution necessary to use MFT funds to pay for the design services. We recommend approval of the contract and resolution in order to proceed with this work as soon as possible.

Thank you for the opportunity to serve the Village in this matter. If you have further questions, please feel free to call Stephanie, Jeremy, or me at your convenience.

**Local Public Agency
Engineering Services Agreement**

Agreement For	Agreement Type
Using Federal Funds? ☐ Yes ☒ No MFT PE	Original

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Forsyth, Illinois	Macon	23-00013-00-PV	
Project Number	Contact Name	Phone Number	Email
	Jill Applebee	(217) 877-9445	japplebee@forsyth-il.gov

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Barnett Avenue		815 ft	
Location Termini			Add Location
Hickory Point Drive to Koester Drive			Remove Location

Project Description

The project generally includes the reconstruction of the Barnett Avenue intersection with US 51 from Hickory Point Drive to Koester Drive. The proposed roadway improvements consist of the removal of the existing asphalt pavement and replacement with a PC concrete pavement, median improvements, curb & gutter replacement, drainage improvements, and pavement striping. In addition to the roadway improvements, a 5-ft wide concrete sidewalk along the north side of Barnett Avenue will be constructed including ADA/PROWAG ramp improvements at the intersection of Barnett Avenue at Hickory Point Drive.

Engineering Funding	☒ MFT/TBP	☐ State	☐ Other	
Anticipated Construction Funding	☒ Federal	☒ MFT/TBP	☐ State	☐ Other

AGREEMENT FOR

☒ Phase I - Preliminary Engineering ☐ Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Chastain & Associates LLC	Jeremy Buening	(217) 422-8544	jbuening@chastainengineers.com
Address	City	State	Zip Code
5 N. Country Club Rd.	Decatur	IL	62521

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the

In Responsible Charge
Contractor

construction PROJECT

A full time LPA employee authorized to administer inherently governmental PROJECT activities
Company or Companies to which the construction contract was awarded

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AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☐ EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- ☒ EXHIBIT E : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- ☒ EXHIBIT F: Chastain Hourly Rate Sheet
- ☒ EXHIBIT G: Project Location Map
- ☐

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be

equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.

- (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

- (c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.

- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

- ☐ Percent A sum of money equal to _____ percent of the awarded contract cost of the proposed improvements as approved by the DEPARTMENT
- ☐ Lump Sum _____ (Maximum Fee \$40,000) (For federal funds the lump sum shall be developed using Cost Plus Fixed Fee Formula).
- ☒ Specific Rate \$115,500.00 (Maximum Fee \$150,000)

- ☐ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where $FF = (0.33 + R) DL + \%SubDL$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known

post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

- (a) abide by the terms of the statement; and
- (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Chastain & Associates LLC	37-0714576	\$115,500.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$115,500.00
Total for all work		\$115,500.00

Executed by the LPA:

Attest: The

 of

By (Signature & Date)

--

By (Signature & Date)

--

Local Public Agency

Forsyth, Illinois

Local Public Agency Type

Village	Clerk
---------	-------

Title

Mayor

(SEAL)

Executed by the ENGINEER:

Attest:

By (Signature & Date)

--

Title

Urban Planner

By (Signature & Date)

--

Title

Member

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

--

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number ⁸⁰
Forsyth, Illinois	Chastain & Associates LLC	Macon	23-00013-00-PV

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

The scope of this phase of the project consists of funding coordination of the project with the Decatur Urban Area Transportation Study (DUATS) and preparation of a Project Development Report (PDR). Chastain shall furnish or cause to be furnished for this PROJECT:

1. Attend up to two (2) coordination meetings with Village staff in Forsyth, IL.
2. Application and coordination with DUATS to obtain federal funding for construction of the project.
3. Make such detailed topographic surveys as are necessary for the preparation of detailed plans for the proposed improvements. Make such boundary surveys as are necessary for the determination of existing ROW limits. Ten (10) full days of surveying with a 2-man crew have been provided for in the proposed budget.
4. Show known subsurface utilities from mapping made available by the Village and various utility companies within the Village.
5. Design the proposed roadway and drainage improvements in accordance with applicable IDOT design guidelines as necessary to prepare the PDR for the project.
6. Pavement design and cost-benefit analysis comparison between concrete reconstruction versus asphalt overlay of existing pavement structures.
7. Layout and design sidewalk ramps in accordance with applicable ADA, PROWAG, and IDOT design guidelines as necessary at the following locations:
 - All four quadrants of the intersection of Barnett Avenue at Hickory Point Drive.
8. Preparation and submittal of an Environmental Survey Request (ESR) in accordance with IDOT requirements.
9. Schedule, advertise, and host a public involvement meeting in accordance with IDOT Requirements.
10. Preparation and submittal of the PDR to IDOT for review.

Services not listed in the scope of work described above are not included in this proposal. The following items are specifically excluded from the agreement. This list is for informational purposes only and is not intended to be complete:

- a. Preparation of an Intersection Design Study (IDS) if required by IDOT.
- b. Preparation of detailed construction plans and specifications (addressed under a separate contract after the scope of the project has been determined).
- c. Bidding services (anticipated to be handled by IDOT).
- d. Geotechnical exploration and/or reports.
- e. Potholing and other methods of subsurface utility excavation to determine utility locations and depths.
- f. Preparation of ROW/Easement plats & legal descriptions (addressed under a separate contract after the scope of the project has been determined).
- g. Assistance to the client in acquiring any necessary land, easements and right-of-way (addressed under a separate contract after the scope of the project has been determined).
- h. Preparation of a Preliminary Environmental Site Assessment (PESA) for the project, if required by the results of the ESR.
- i. Preparation of a Preliminary Site Inspection (PSI) for properties identified in the PESA performed for this project.
- j. Services performed in connection with environmental remediation.
- k. Services performed in connection with supplemental archaeological surveys, wetland surveys, computer modeling of waterways, and highway access if required by governmental permitting agencies.
- l. Construction observation services (addressed under a separate contract after the scope of construction has been determined and the bidding process has been completed).

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number ⁸¹
Forsyth, Illinois	Chastain & Associates LLC	Macon	23-00013-00-PV
m. Services performed as a result of litigation, arbitration, public hearings or other legal or administrative proceedings involving the PROJECT other than a dispute between the client and Chastain. These services can be supplied by Chastain if they are determined to be required during the performance of the PROJECT. Payment for additional services shall be on a time and material basis in accordance with the attached Schedule of Rates or by supplement to this LPA Engineering Services Agreement.			

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number ⁸²
Forsyth, Illinois	Chastain & Associates LLC	Macon	23-00013-00-PV

**EXHIBIT B
PROJECT SCHEDULE**

Schedule is dependent on IDOT PDR & ESR review times which can be highly variable.
 April 4, 2023 - Contract Approval & Direction to Proceed
 April 2023 thru May 2023 - Topographic & Boundary Surveys
 June 2023 thru March 2024 - Project Design, Environmental Surveys & Draft PDR Assembly
 March 2024 thru September 2024 - Environmental Survey Completion & Final PDR Assembly
 October 2024 - Final PDR Submittal

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number ⁸³
Forsyth, Illinois	Chastain & Associates LLC	Macon	23-00013-00-PV

Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☐
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☐
3	Was the scope of services for this project clearly defined?	☐	☐
4	Was public notice given for this project?	☐	☐
5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☐
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☐
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☐
	Project Criteria	Weighting	
8	Do the written QBS policies and procedures discuss the method of selection?	☐	☐
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☐
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☐
11	Were acceptable costs for this project verified?	☐	☐
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☐
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☐
14	QBS according to State requirements used?	☐	☒
15	Existing relationship used in lieu of QBS process?	☐	☒
16	LPA is a home rule community (Exempt from QBS).	☒	☐



Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
Chastain & Associates LLC		
☒ Prime ☐ Supplement		Date 03/29/23

Consultant

Chastain & Associates LLC

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	☐			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	☐			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	☐			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	☐			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	☒	215	\$0.66	\$140.82
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	☒	10	\$65.00	\$650.00
Vehicle Rental	Actual cost (Up to \$55/day)	☐			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	☐			
Tolls	Actual cost	☐			
Parking	Actual cost	☐			
Overtime	Premium portion (Submit supporting documentation)	☐			
Shift Differential	Actual cost (Based on firm's policy)	☐			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	☐			
Copies of Deliverables/MyIars (In-house)	Actual cost (Submit supporting documentation)	☐			
Copies of Deliverables/MyIars (Outside)	Actual cost (Submit supporting documentation)	☐			
Project Specific Insurance	Actual cost	☐			
Monuments (Permanent)	Actual cost	☐			
Photo Processing	Actual cost	☐			
2-Way Radio (Survey or Phase III Only)	Actual cost	☐			84
Telephone Usage (Traffic System Monitoring Only)	Actual cost	☐			



2023 SCHEDULE OF RATES

<u>Classification</u>	<u>Per Hour Rate Net</u>		
Engineers	From	To	
Project Principal	\$256.00	-	\$256.00
Professional V	\$246.40	-	\$256.00
Professional IV	\$198.40	-	\$220.80
Professional III	\$163.20	-	\$188.80
Professional II	\$131.20	-	\$152.00
Professional I	\$94.08	-	\$115.20
Surveyors			
Chief of Survey	\$182.40	-	\$182.40
Surveyor II	\$128.00	-	\$128.00
Surveyor I	\$97.60	-	\$97.60
Technical			
Technician V	\$171.20	-	\$171.20
Technician IV	\$145.60	-	\$147.20
Technician III	\$118.40	-	\$128.00
Technician II	\$67.20	-	\$112.80
Technician I	\$57.60	-	\$57.60
Office Services and Records			
Administrative	\$64.80	-	\$137.60

The above rates apply to all projects with exception to depositions and expert witness, in which all time spent for the preparation for depositions, providing the deposition, preparation for trials, and time spent in trial shall be billed at a rate of 2.0 times the above rate for all staff involved.

Expenses such as interim travel and subsistence, telephone, blueprints, subsurface investigations, laboratory testing, and subcontractor work approved by the client, will be charged at actual cost. A 10% administration fee may be charged on outside expenses.

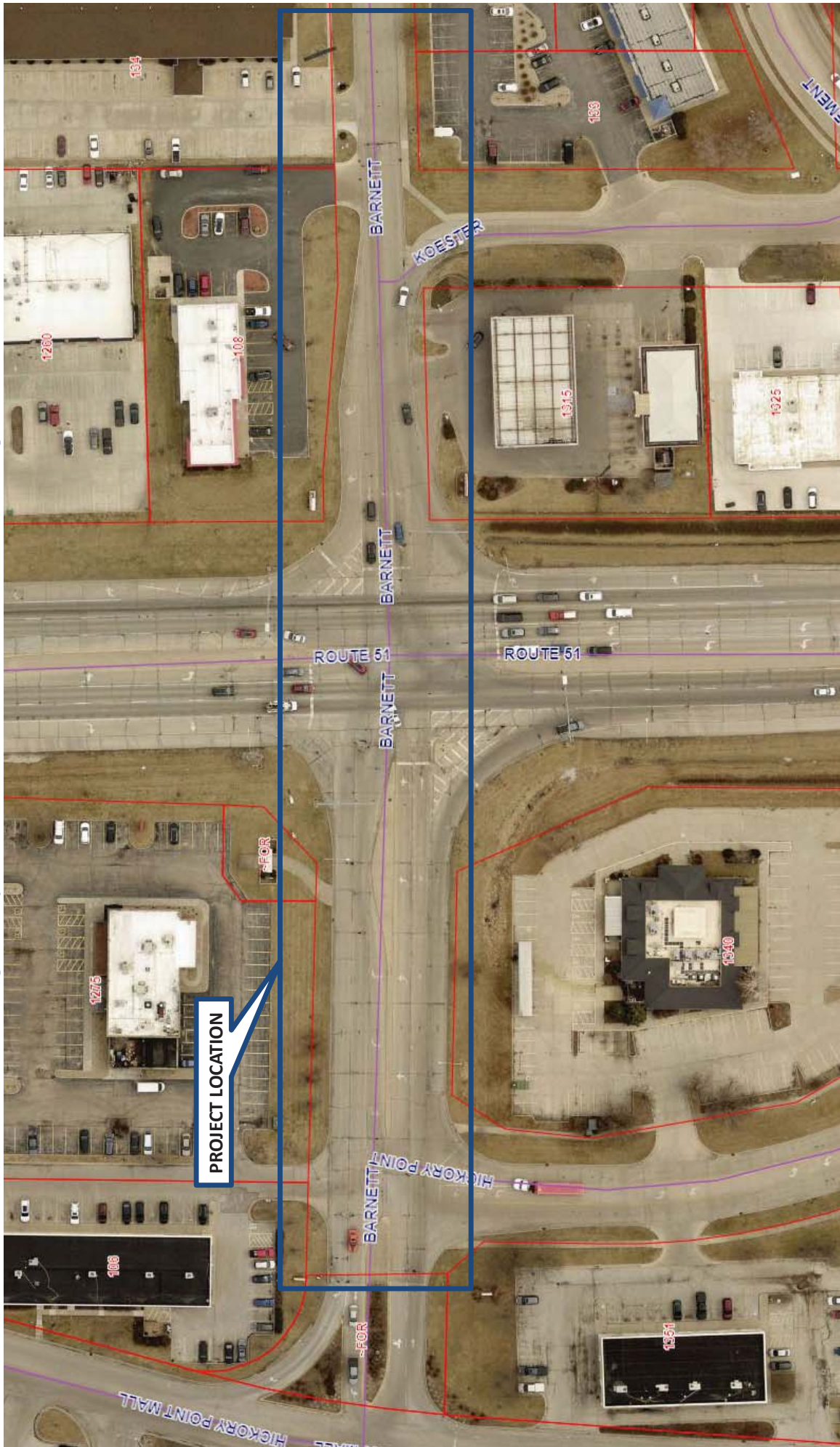
A Fathometer for hydrographic surveys will be invoiced at \$150.00 per day. The use of a Survey Laser Scanner will be invoiced at \$1,000.00 per day. The use of an ATV or UTV will be invoiced at \$200.00 per day or actual rental cost. The use of a drone for aerial surveys or photography will be invoiced at \$50.00 per hour.

Necessary field vehicles are charged at \$65.00 per day. All other mileage is charged at 58.5 cents per mile net (or the current rate allowed by the I.R.S.). Boat Service fees are \$350 per day.

Above quotations are subject to change with 60 days review by client, due to circumstances beyond our control.

Cost-of-living adjustments will be made to the schedule of rates on January 1st of each year.

Village of Forsyth, IL – Barnett Avenue Reconstruction Location Map



**Resolution for Improvement
Under the Illinois Highway Code**

Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

23-00013-00-PV

BE IT RESOLVED, by the Board

Governing Body Type

of the Village

Local Public Agency Type

of Forsyth

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Barnett Avenue	0.15	FAU 7356	Hickory Point Drive	Koester Drive

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

The proposed roadway improvements consist of the removal of the existing asphalt pavement and replacement with a PC concrete pavement, median improvements, curb & gutter replacement, drainage improvements, and pavement striping. In addition to the roadway improvements, a 5-ft wide concrete sidewalk along the north side of Barnett Avenue will be constructed including ADA/PROWAG ramp improvements at the intersection of Barnett Avenue at Hickory Point Drive.

2. That there is hereby appropriated the sum of One Hundred Fifteen Thousand Five HundredDollars (\$115,500.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Cheryl Marty

Name of Clerk

Village

Local Public Agency Type

Clerk in and for said Village

Local Public Agency Type

of Forsyth

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Board

Governing Body Type

of Forsyth

Name of Local Public Agency

at a meeting held on April 04, 2023

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____ .

(SEAL, if required by the LPA)

Clerk Signature & Date

ApprovedRegional Engineer Signature & Date
Department of Transportation

OLD BUSINESS

ITEM 5

RESOLUTION NO. ____-2023**A RESOLUTION APPROVING BARNETT AVENUE RECONSTRUCTION
DESIGN CONTRACT**

WHEREAS, the Village of Forsyth (“Village”), Macon County, State of Illinois, is a duly organized and existing municipality operating under and pursuant to the Illinois Municipal Code; and

WHEREAS, the Village seeks to enter into an agreement for development of a reconstruction design contract with Chastain for Barnett Avenue as shown in detail in Exhibit A attached and incorporated herein (“Barnett Avenue Design Contract”); and

WHEREAS, the Barnett Avenue Design Contract covers preliminary design phase services for preparation of a Project Development Report to pursue federal funding through the Decatur Urban Area Transportation Study (“DUATS”) for the project; and

WHEREAS, the corporate authorities of the Village believe it is in the best interests of the Village to approve the Barnett Avenue Design Contract with Chastain as set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the Village Mayor and Board of Trustees of the Village of Forsyth, Macon County, Illinois, as follows:

SECTION 1: The recitals set forth above are incorporated herein as if full stated and set forth in this Section 1.

SECTION 2. The Village Board of Trustees hereby approves the Barnett Avenue Design Contract with Chastain, as attached hereto as **Exhibit A**. Village President and Village Clerk are further authorized to execute the agreement.

SECTION 3: If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution.

SECTION 4: All resolutions or agreements in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: This Resolution shall be in full force and effect from after its passage, approval and publication as provided by law.

SO RESOLVED this ____ day of April, 2023, at Forsyth, Macon County, Illinois.

	YES	NO	ABSENT	PRESENT
GRUENEWALD				
JOHNSON				
LONDON				
SHAW				
WENDT				
YOUNG				
PECK				
TOTAL				

VILLAGE OF FORSYTH

Jim Peck, Village Mayor

Attest:

Cheryl Marty, Village Clerk

EXHIBIT A
Barnett Avenue Design Contract

**Local Public Agency
Engineering Services Agreement**

Agreement For	Agreement Type
Using Federal Funds? ☐ Yes ☒ No	MFT PE
	Original

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Forsyth, Illinois	Macon	23-00013-00-PV	
Project Number	Contact Name	Phone Number	Email
	Jill Applebee	(217) 877-9445	japplebee@forsyth-il.gov

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Barnett Avenue		815 ft	
Location Termini			Add Location
Hickory Point Drive to Koester Drive			Remove Location

Project Description

The project generally includes the reconstruction of the Barnett Avenue intersection with US 51 from Hickory Point Drive to Koester Drive. The proposed roadway improvements consist of the removal of the existing asphalt pavement and replacement with a PC concrete pavement, median improvements, curb & gutter replacement, drainage improvements, and pavement striping. In addition to the roadway improvements, a 5-ft wide concrete sidewalk along the north side of Barnett Avenue will be constructed including ADA/PROWAG ramp improvements at the intersection of Barnett Avenue at Hickory Point Drive.

Engineering Funding	☒ MFT/TBP	☐ State	☐ Other	
Anticipated Construction Funding	☒ Federal	☒ MFT/TBP	☐ State	☐ Other

AGREEMENT FOR

☒ Phase I - Preliminary Engineering ☐ Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Chastain & Associates LLC	Jeremy Buening	(217) 422-8544	jbuening@chastainengineers.com
Address	City	State	Zip Code
5 N. Country Club Rd.	Decatur	IL	62521

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☐ EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- ☒ EXHIBIT E : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- ☒ EXHIBIT F: Chastain Hourly Rate Sheet
- ☒ EXHIBIT G: Project Location Map
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be

equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.

- (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

- (c) For Non-Federal County Projects - (605 ILCS 5/5-409)

(1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.

(2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

- ☐ Percent A sum of money equal to _____ percent of the awarded contract cost of the proposed improvements as approved by the DEPARTMENT
- ☐ Lump Sum _____ (Maximum Fee \$40,000) (For federal funds the lump sum shall be developed using Cost Plus Fixed Fee Formula).
- ☒ Specific Rate \$115,500.00 (Maximum Fee \$150,000)

- ☐ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where $FF = (0.33 + R) DL + \%SubDL$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
- The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known

post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

- (a) abide by the terms of the statement; and
- (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Chastain & Associates LLC	37-0714576	\$115,500.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$115,500.00
Total for all work		\$115,500.00

Executed by the LPA:

Attest: The

 of

By (Signature & Date)

--

By (Signature & Date)

--

Local Public Agency

Forsyth, Illinois

Local Public Agency Type

Village

 Clerk

Title

Mayor

(SEAL)

Executed by the ENGINEER:

Attest:

By (Signature & Date)

--

Title

Urban Planner

By (Signature & Date)

--

Title

Member

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

--

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number ⁹⁹
Forsyth, Illinois	Chastain & Associates LLC	Macon	23-00013-00-PV

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

The scope of this phase of the project consists of funding coordination of the project with the Decatur Urban Area Transportation Study (DUATS) and preparation of a Project Development Report (PDR). Chastain shall furnish or cause to be furnished for this PROJECT:

1. Attend up to two (2) coordination meetings with Village staff in Forsyth, IL.
2. Application and coordination with DUATS to obtain federal funding for construction of the project.
3. Make such detailed topographic surveys as are necessary for the preparation of detailed plans for the proposed improvements. Make such boundary surveys as are necessary for the determination of existing ROW limits. Ten (10) full days of surveying with a 2-man crew have been provided for in the proposed budget.
4. Show known subsurface utilities from mapping made available by the Village and various utility companies within the Village.
5. Design the proposed roadway and drainage improvements in accordance with applicable IDOT design guidelines as necessary to prepare the PDR for the project.
6. Pavement design and cost-benefit analysis comparison between concrete reconstruction versus asphalt overlay of existing pavement structures.
7. Layout and design sidewalk ramps in accordance with applicable ADA, PROWAG, and IDOT design guidelines as necessary at the following locations:
 - All four quadrants of the intersection of Barnett Avenue at Hickory Point Drive.
8. Preparation and submittal of an Environmental Survey Request (ESR) in accordance with IDOT requirements.
9. Schedule, advertise, and host a public involvement meeting in accordance with IDOT Requirements.
10. Preparation and submittal of the PDR to IDOT for review.

Services not listed in the scope of work described above are not included in this proposal. The following items are specifically excluded from the agreement. This list is for informational purposes only and is not intended to be complete:

- a. Preparation of an Intersection Design Study (IDS) if required by IDOT.
- b. Preparation of detailed construction plans and specifications (addressed under a separate contract after the scope of the project has been determined).
- c. Bidding services (anticipated to be handled by IDOT).
- d. Geotechnical exploration and/or reports.
- e. Potholing and other methods of subsurface utility excavation to determine utility locations and depths.
- f. Preparation of ROW/Easement plats & legal descriptions (addressed under a separate contract after the scope of the project has been determined).
- g. Assistance to the client in acquiring any necessary land, easements and right-of-way (addressed under a separate contract after the scope of the project has been determined).
- h. Preparation of a Preliminary Environmental Site Assessment (PESA) for the project, if required by the results of the ESR.
- i. Preparation of a Preliminary Site Inspection (PSI) for properties identified in the PESA performed for this project.
- j. Services performed in connection with environmental remediation.
- k. Services performed in connection with supplemental archaeological surveys, wetland surveys, computer modeling of waterways, and highway access if required by governmental permitting agencies.
- l. Construction observation services (addressed under a separate contract after the scope of construction has been determined and the bidding process has been completed).

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number ¹⁰⁰
Forsyth, Illinois	Chastain & Associates LLC	Macon	23-00013-00-PV
m. Services performed as a result of litigation, arbitration, public hearings or other legal or administrative proceedings involving the PROJECT other than a dispute between the client and Chastain. These services can be supplied by Chastain if they are determined to be required during the performance of the PROJECT. Payment for additional services shall be on a time and material basis in accordance with the attached Schedule of Rates or by supplement to this LPA Engineering Services Agreement.			

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number ¹⁰¹
Forsyth, Illinois	Chastain & Associates LLC	Macon	23-00013-00-PV

**EXHIBIT B
PROJECT SCHEDULE**

Schedule is dependent on IDOT PDR & ESR review times which can be highly variable.
 April 4, 2023 - Contract Approval & Direction to Proceed
 April 2023 thru May 2023 - Topographic & Boundary Surveys
 June 2023 thru March 2024 - Project Design, Environmental Surveys & Draft PDR Assembly
 March 2024 thru September 2024 - Environmental Survey Completion & Final PDR Assembly
 October 2024 - Final PDR Submittal

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number ¹⁰²
Forsyth, Illinois	Chastain & Associates LLC	Macon	23-00013-00-PV

Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☐
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☐
3	Was the scope of services for this project clearly defined?	☐	☐
4	Was public notice given for this project?	☐	☐
5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☐
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☐
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☐
	Project Criteria		Weighting
8	Do the written QBS policies and procedures discuss the method of selection?	☐	☐
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☐
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☐
11	Were acceptable costs for this project verified?	☐	☐
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☐
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☐
14	QBS according to State requirements used?	☐	☒
15	Existing relationship used in lieu of QBS process?	☐	☒
16	LPA is a home rule community (Exempt from QBS).	☒	☐



Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
Chastain & Associates LLC		
☒ Prime ☐ Supplement Date 03/29/23		

Consultant

Chastain & Associates LLC

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	☐			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	☐			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	☐			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	☐			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	☒	215	\$0.66	\$140.82
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	☒	10	\$65.00	\$650.00
Vehicle Rental	Actual cost (Up to \$55/day)	☐			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	☐			
Tolls	Actual cost	☐			
Parking	Actual cost	☐			
Overtime	Premium portion (Submit supporting documentation)	☐			
Shift Differential	Actual cost (Based on firm's policy)	☐			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	☐			
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	☐			
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	☐			
Project Specific Insurance	Actual cost	☐			
Monuments (Permanent)	Actual cost	☐			
Photo Processing	Actual cost	☐			
2-Way Radio (Survey or Phase III Only)	Actual cost	☐			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	☐			

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)	☒	92	\$15.00	\$1,380.00
Website	Actual cost (Submit supporting documentation)	☐			
Advertisements	Actual cost (Submit supporting documentation)	☒	1	\$500.00	\$500.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	☐			
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	☐			
Recording Fees	Actual cost	☐			
Transcriptions (specific to project)	Actual cost	☐			
Courthouse Fees	Actual cost	☐			
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	☐			
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	☐			
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)	☐			
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)	☐			
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)	☐			
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)	☐			
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)	☐			
		☐			
		☐			
		☐			
		☐			
		☐			
		☐			
		☐			
		☐			
		☐			
Total Direct Cost					\$2,670.82

*If other allowable costs are needed and not listed, please add in the above spaces provided.

LEGEND

W.O. = Work Order

J.S. = Job Specific



2023 SCHEDULE OF RATES

<u>Classification</u>	<u>Per Hour Rate Net</u>		
Engineers	From	To	
Project Principal	\$256.00	-	\$256.00
Professional V	\$246.40	-	\$256.00
Professional IV	\$198.40	-	\$220.80
Professional III	\$163.20	-	\$188.80
Professional II	\$131.20	-	\$152.00
Professional I	\$94.08	-	\$115.20
Surveyors			
Chief of Survey	\$182.40	-	\$182.40
Surveyor II	\$128.00	-	\$128.00
Surveyor I	\$97.60	-	\$97.60
Technical			
Technician V	\$171.20	-	\$171.20
Technician IV	\$145.60	-	\$147.20
Technician III	\$118.40	-	\$128.00
Technician II	\$67.20	-	\$112.80
Technician I	\$57.60	-	\$57.60
Office Services and Records			
Administrative	\$64.80	-	\$137.60

The above rates apply to all projects with exception to depositions and expert witness, in which all time spent for the preparation for depositions, providing the deposition, preparation for trials, and time spent in trial shall be billed at a rate of 2.0 times the above rate for all staff involved.

Expenses such as interim travel and subsistence, telephone, blueprints, subsurface investigations, laboratory testing, and subcontractor work approved by the client, will be charged at actual cost. A 10% administration fee may be charged on outside expenses.

A Fathometer for hydrographic surveys will be invoiced at \$150.00 per day. The use of a Survey Laser Scanner will be invoiced at \$1,000.00 per day. The use of an ATV or UTV will be invoiced at \$200.00 per day or actual rental cost. The use of a drone for aerial surveys or photography will be invoiced at \$50.00 per hour.

Necessary field vehicles are charged at \$65.00 per day. All other mileage is charged at 58.5 cents per mile net (or the current rate allowed by the I.R.S.). Boat Service fees are \$350 per day.

Above quotations are subject to change with 60 days review by client, due to circumstances beyond our control.

Cost-of-living adjustments will be made to the schedule of rates on January 1st of each year.

PROJECT LOCATION

**Resolution for Improvement
Under the Illinois Highway Code**

Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

23-00013-00-PV

BE IT RESOLVED, by the Boardof the Village

Governing Body Type

Local Public Agency Type

of Forsyth

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Barnett Avenue	0.15	FAU 7356	Hickory Point Drive	Koester Drive

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

The proposed roadway improvements consist of the removal of the existing asphalt pavement and replacement with a PC concrete pavement, median improvements, curb & gutter replacement, drainage improvements, and pavement striping. In addition to the roadway improvements, a 5-ft wide concrete sidewalk along the north side of Barnett Avenue will be constructed including ADA/PROWAG ramp improvements at the intersection of Barnett Avenue at Hickory Point Drive.

2. That there is hereby appropriated the sum of One Hundred Fifteen Thousand Five HundredDollars (\$115,500.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Cheryl Marty

Name of Clerk

Village

Local Public Agency Type

Clerk in and for said Village

Local Public Agency Type

of Forsyth

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Board

Governing Body Type

of Forsyth

Name of Local Public Agency

at a meeting held on April 04, 2023

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____ .

(SEAL, if required by the LPA)

Clerk Signature & Date

ApprovedRegional Engineer Signature & Date
Department of Transportation

NEW BUSINESS

ITEM 1

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: April 4, 2023
Subject: Sports and Nature Park-Strategic Discussion

Items to Consider:

- The Village has 3 years for the date of purchase of the property to “commence” work on this project. Also, the official date of the purchase of this property should be the date of the closing which occurred on February 23, 2021.
- All we are required to do at this point and which have been approved by the Board include the pond, a small parking lot, and a walking trail around the pond.
- The grants we did not receive included the dog park, and ADA fishing pier.
- We currently have \$2,372,455 in the account.
- A consensus needs to be made soon about what the future of this land looks like.

As always, if you are in need of anything further regarding this or any other matter, please do not hesitate to contact me.

CLOSED SESSION