

DATE: March 23, 2022

TO: Bill Nicklas, City Manager

FROM: Zac Gill, City Engineer

SUBJECT: Authorizing the Waiver of Competitive Bids and Awarding a Contract to Kaskaskia Engineering Group, LLC in the Lump-Sum Amount of \$400,000 for Sidewalk Ramp Construction within the Knolls Subdivision.

I. Summary

Authorizing waiving of competitive bidding an agreement With Kaskaskia Engineering Group, LLC (KEG) in the amount of \$400,000 for concrete sidewalk ramp ADA compliant improvements with the entire Knolls Subdivision. This was a negotiated proposal and waiving of competitive bidding is required and recommended for this instance.

II. Background

While annual street maintenance programing is generally perceived as focusing on resurfacing the asphalt driving lanes, our sidewalks are considered part of the transportation network, also. As mandated by several Federal and State laws the ADA compliance of the sidewalks, primarily the ramps serving a crosswalk, is required of any streetway which receives improvements/maintenance. As the City intends to initiate asphalt resurfacing in The Knolls as part of the 2022 Streets Program, we must ensure the adjacent sidewalk ramps are up to required standards.

This approach and contracting style is not intended to become commonplace. The terms of the grant which can offset the impacts to the Fund 400 expenditures requires a certain degree of BEP qualified firms. The previous work in the grant, such as the constructing of Afton Road struggled to find qualified BEP crews given its nature; advancing this quantity of work with a BEP firm as proposed will significantly mitigate potential for “claw-back” of the grant funds.

This is a unique situation with an elegant solution; Engineering’s position is that the public bid process should be pursued at all times, except when it threatens the best interests of the City; this is perceived as one of those times.

III. Financial Impact

The FY2022 Capital Improvement budget included in Fund 400 \$1.2 mil to complete the targeted concrete sidewalk, pedestrian ramp replacement, and resurfacing. This initial \$400,000 will address the sidewalk/ramp portion, with the remainder focused on paving as much streetway as

possible from future bid costs. There will also be approximately \$100,000 in surplus funds (also in 400) from a previous grant of which the Knolls concrete improvements were a qualified target.



RESOLUTION 2022-030

AUTHORIZING THE WAIVER OF COMPETITIVE BIDS AND AWARDING A CONTRACT TO KASKASKIA ENGINEERING GROUP, LLC IN THE LUMP-SUM AMOUNT OF \$400,000 FOR SIDEWALK RAMP CONSTRUCTION WITHIN THE KNOLLS SUBDIVISION.

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the City's anticipated street repairs and improvements in The Knolls Subdivision require the design and construction of ADA-compliant sidewalks and pedestrian ramps (the "2022 Knolls ADA Improvements Project"); and

WHEREAS, the State of Illinois grant funding for the 2022 Knolls ADA Improvements Project requires the retention of one or more disadvantaged business enterprise ("DBE") firms to perform the design or construction work; and

WHEREAS, the City Engineer recommends approving the Proposal attached hereto and incorporated herein as Exhibit A (the "Proposal") from Kaskaskia Engineering Group, LLC, which is a pre-qualified, responsible, DBE firm; and

WHEREAS, the City's corporate authorities find that it is in the City's best interests for the promotion of the public health, morals and welfare to approve the Proposal; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: The above recitals are true, correct, material, adopted and incorporated herein as Section 1 to this resolution.

SECTION 2: The City's corporate authorities waive all applicable competitive bid requirements, approve the Proposal, and further approve, authorize, and direct the City Manager to enter into an agreement with Kaskaskia Engineering Group, LLC, in a form acceptable to him, for the 2022 Knolls ADA Improvements Project, in an amount not to exceed \$400,000.

SECTION 3: This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, this resolution shall supersede state law in that regard within its jurisdiction.

SECTION 4: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the ____ day of ____ 2022 and approved by me as Mayor on the same day.



COHEN BARNES, Mayor

ATTEST:

Ruth A. Scott, Executive Assistant

NOTICE OF AWARD

Dated 3/28/2022

TO: Kaskaskia Engineering Group, LLC.
(BIDDER)

ADDRESS: 477 S. 3rs Street Suite 280, Geneva, IL 60134

CONTRACT/PROJECT Knolls ADA Improvements
(Insert name of Contract as it appears in Proposal Documents)

You are notified that your Proposal dated 3/10/2022 for the above Contract has been considered and awarded.

Cost of your Contract is \$400,000.

2 copies of each of the proposed Contract documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen (15) days of the date of this Notice of Award

Deliver to the OWNER 2 fully executed counterparts of the Contract Documents.

Deliver with the executed Contract Documents the CONTRACTOR'S proof of insurance.

(List other conditions precedent).

Performance Bond

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited.

Within ten (10) days after you comply with the above conditions, OWNER will return to you one (1) fully executed counterpart of the Contract Documents.

City of DeKalb
(OWNER)

By: _____
(AUTHORIZED SIGNATURE)

City Manager
(TITLE)

THE CITY OF DEKALB

THE KNOLLS ADA IMPROVEMENTS



477 SOUTH 3RD STREET
SUITE 280
GENEVA, ILLINOIS 60134
www.kaskaskiaeng.com



FIRM DESCRIPTION

KEG is a 100% woman-owned and managed engineering and contracting firm that was founded in 2006. What began as a 3-person operation in a small, shared office space in downtown Belleville is now 9 offices in 4 states, 50 employees, and countless successful infrastructure projects throughout the Midwest. From the beginning, we have recruited highly skilled employees from a variety of public and private sector backgrounds. This has allowed us to quickly amass an impressive portfolio of federal, state, county, and private project experience. We have established professional relationships with The Federal Highway Administration, the U.S. Army Corps of Engineers, the Illinois Department of Transportation, the Illinois Department of Natural Resources, Capital Development Board, Illinois American Water Company, MPOs and local units of government, Department of Commerce and Economic Opportunity, and area leaders.

KEG is a certified Disadvantaged Business Enterprise (DBE) through the Illinois Unified Certification Program, licensed as a Women's Business Enterprise (WBE) by the Women's Business Enterprise National Council, and is recognized as a Women-Owned Small Business (WOSB) by the Small Business Administration. While our local presence in nearby Geneva, Illinois will be an asset to the City of DeKalb, KEG regularly works between offices and strategically distributes workload based on the expertise required. Therefore, the City will have the entire KEG team at its disposal for this engagement.

PREQUALIFICATIONS

KEG is prequalified in **20 engineering categories** by the Illinois Department of Transportation (IDOT). Prequalification is based on firm and individual experience. Each category is reviewed by IDOT experts in the specific categories before granting approval.

Highways

- Freeways
- Roads and Streets

Special Studies

- Location Drainage
- Traffic Studies
- Traffic Signals
- Safety Studies
- Feasibility Studies

Location and Design Studies

- Rehabilitation
- Reconstruction/Major Rehabilitation
- New Construction/Major Reconstruction

Environmental Studies and Reports

- Environmental Assessment (EA)
- Environmental Impact Statement (EIS)

Geotechnical Services

- General Geotechnical Services
- Subsurface Explorations
- Structural Geotechnical Reports

Structures

- Highway: Simple
- Highway: Typical

Hydraulic Reports

- Waterways: Typical
- Waterways: Complex

Special Services

- Construction Inspection

Subcontractor

Contractor

- Cold Milling, Planing, and Rotomilling
- Earthwork
- Drainage
- Concrete Construction
- Landscaping

Financial Review

IDOT has completed their review of KEG's "Statement of Experience and Financial Condition" (SEFC) which was submitted for the fiscal year ending Dec 31, 2019.

KEG's firm's total annual transportation fee capacity is \$11,200,000. KEG has the financial resources to perform the desired engineering services for the City of DeKalb.

LICENSING

KEG is a professional and structural design firm licensed by the Illinois Department of Financial and Professional Regulation.



March 10, 2022

Zachary Gill
City Engineer
City of DeKalb, Illinois
1216 Market Street
DeKalb, IL 60115

RE: The Knolls Subdivision ADA Sidewalks Design-Build
DeKalb, Illinois
KEG No. 22-P031.00

Dear Mr. Gill:

At your request, Kaskaskia Engineering Group, LLC (KEG) is pleased to prepare this Design-Build proposal for the above referenced project. The following is a description of the scope of services required for this project.

SCOPE OF SERVICES

During the development of this proposal, our team visited the subdivision in order to fully understand the current needs and challenges at The Knolls Subdivision in DeKalb, Illinois. While on site we familiarized ourselves with the existing sidewalk curb ramps and the options for the City to bring the sidewalk curb ramps up to Public Right-of-Way Accessibility Guidelines (PROWAG). During our site visit, we were able to measure and assess the existing conditions to determine the extent of the sidewalk reconstruction that will be required. This information was logged into GIS and utilized to create the attached Exhibit A, documenting each intersection and the approximate quantities for the proposed upgrades. Major work items are noted to reflect scope, with other ancillary items such as excavation are reflected in the proposal pricing as incidental.

There are approximately 65 pedestrian access ramps in the project area and many of the intersections have a diagonal curb ramp located at the midpoints of the curb return. The diagonal curb ramps can cause dangerous conflicts between pedestrians and traffic. Pursuant to PROWAG, diagonal curb ramps are only permitted as a last option when "alterations" to the pedestrian route are being made.

It is understood that the pedestrian ramp upgrades are being updated to bring the pedestrian routes into compliance with PROWAG prior to resurfacing efforts scheduled to initiate in the 2022 construction season. According to the PROWAG, hot-in-place resurfacing is considered an alteration. Therefore, the removal of the diagonal ramps and realignment to provide perpendicular crossings will be required.

KEG will be responsible for all activities necessary to complete the design and construction of PROWAG compliant ADA curb ramps in The Knolls Subdivision conforming in scope and limits to those approximated in Exhibit A. The design-build process is ideal for curb ramp reconstruction, so that ramps can be replaced efficiently and economically. Our team will utilize instrumentation tools to layout out each ramp in the field at the time of construction. Our engineers will work closely with our construction group to ensure the ramps are being constructed per PROWAG guidelines on a daily basis.

The safety of the residents, especially children, is of utmost importance to our crews. We will

minimize open construction holes over the weekends. Weather and unexpected conditions will likely come up, but we will keep the construction areas cleaned up and safely barricaded when we leave the site.

Upon completion of the ADA ramp replacement, restoration of the surrounding ground around the project areas will be completed. KEG will ensure that all disturbed areas are backfilled with a minimum of 4-inches of topsoil, graded appropriately, and covered with straw and seed to promote quick spring growth of the grass.

The foundation of any project begins with communication between the KEG Project Team and City of DeKalb. Our Contract Manager, Eric Lindemann, Project Manager, Bob Bohnak, and Construction Superintendent, Matt Jackson, will communicate upfront/often to ensure the project stays on track and each phase of the project delivers the expected cost-effective solution for the City. We will keep the city informed of progress/schedule to ensure inspection will happen prior to any concrete pour. We will also work with the Knolls HOA and social media to keep the residents informed of our progress.

DESIGN STANDARDS

Design and Construction of the ADA ramps will be in conformance with the following guidelines and specifications:

- *City of DeKalb Subdivision Standards, Article 9-Streets, Sidewalks, and Subdivision Design*; however as discussed with Zachary Gill, the City Engineer, the sidewalk replacement will match the existing sidewalk pavement thickness (measured at 4-inch nominal).
- *Illinois Department of Transportation Standard Specifications for Road and Bridge Construction*, Latest Edition
- *Public Right-of-Way Accessibility Guidelines (PROWAG) 2011, with supplements.*
- *Manual on Uniform Traffic Control Devices for Streets and Highways*, 2009 Edition with Revision 1, May 2012 and Revision 2, May 2012

SCHEDULE

The KEG Team is proposing the following schedule, which will allow the curb ramps to be completed prior to the paving work later this year.

Milestone	Date
City Council Approval	3/28/2022
NTP/Kickoff Meeting, Week of	4/4/2022
Estimated Construction Start	4/11/2022
Construction Complete	6/10/2022

FEE

Design-Build services will be provided for a lump sum fee of Four Hundred Thousand Dollars (\$400,000.00). The above fee, which is valid for up to 90 days from the date of this proposal, does not include any fees required by municipal ordinance, code, or other regulatory agency. The above maximum fee also does not include out-of-scope services that might be added during the course of our work; nor does it include additional services that might be requested following completion of our services. Additional services, as requested, will be provided in

accordance with the enclosed *Acceptance of Proposal for Design-Build Services* and billed at our then-current hourly rates, or as otherwise agreed.

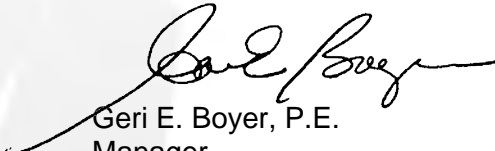
ACCEPTANCE

If the services outlined herein are acceptable, please provide formal authorization to proceed by completing, signing, and returning the enclosed *Acceptance of Proposal for Design-Build Services* sheet. Formal authorization is necessary prior to initiation of any of the activities outlined herein. KEG services will be performed for the signatory of the enclosed form. Written consent must be provided by KEG should anyone other than the client wish to excerpt, or rely on, the results of our activities. The enclosed *General Conditions* will apply to any future services you authorize for this project.

We appreciate the opportunity to be of service to you on this project. If you have any questions or would like to discuss the above scope and schedule in any way, please contact our office.

Respectfully,

KASKASKIA ENGINEERING GROUP, LLC



Geri E. Boyer, P.E.
Manager

Enclosures

ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES

Project Name: The Knolls Subdivision ADA Sidewalks Design-Build

Project Number: 22-P031.00

Date: March 10, 2022

Fee: Lump Sum Fee of Four Hundred Thousand Dollars (\$400,000.00)

Please provide formal authorization to proceed by completing, signing, and returning this form. The attached terms and conditions will apply to the services outlined in the accompanying proposal.

Accepted By:

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Client Name: _____ Telephone: _____

Date: _____

Party responsible for payment: (if different than Accepted By)

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Agency Name: _____ Telephone: _____

Date: _____

Report Distribution:

Company Name:	Address:	No. Reports
_____	_____	_____
_____	_____	_____
_____	_____	_____

GENERAL CONDITIONS

TERMS

When used below, the term “we”, “us”, “our” and “KEG” refers to Kaskaskia Engineering Group, LLC and its consultants, subconsultants, stockholders, agents and employees. The term “you” and “your” refers to the person or entity to whom this proposal is addressed.

PAYMENT PROVISIONS

We will bill you monthly for services and reimbursable expenses. Our invoices are due and payable within 30 days of issuance. If invoices are not paid when due, we will stop work on the project until paid.

We will bill you for any direct costs we incur in the prosecution of this work. Direct costs may include subconsultants we contract to perform a portion of our scope of services. Reimbursable expenses will also include any out of pocket costs directly related to this project. Basis for billings of reimbursable expenses will be actual cost. In the event you fail to pay what is owed you will also be responsible to pay reasonable fees of our attorneys and all costs including expert witness fees of collecting this money from you.

The rates we charge you for our services are on the assumption of prompt payment of our bills and the orderly and continuous progress of the Project. We would expect to start our services promptly after receipt of your acceptance of this proposal. If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation taking into consideration the impact of such delay including but not limited to changes in price indices and pay scales applicable to the period when services are in fact being rendered.

CLIENT RESPONSIBLE FOR CHANGES

If You engage a construction Manager that makes changes to the design or any material details which necessitate modifications to the Drawings and Specifications, You shall be solely responsible to pay for our professional services and reimbursable expenses for all work to accommodate such changes.

GENERAL LIABILITY AND LIMITATION THEREOF

We agree to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage arising directly out of our negligent acts, but such hold-harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. At your request, we will provide certificates evidencing such coverage and, if available, will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

LIMITATION OF LIABILITY

You recognize that as your professional engineering consultants we incur significant risks by virtue of our association with your project. Because we have no control over the construction or implementation of our engineering designs or other professional services much of what affects the success of your project is entirely outside our control. One of these risks stems from the potential for human error either by our staff or your contractor and an error by others may nonetheless result in some claim against us. In order for us to provide services at these rates there must be a limitation on our risk and therefore you agree to limit our professional liability to you for any and all claims, losses, expenses, injuries or damages (including consequential damages) arising from our professional acts, errors, or omissions, such that our total aggregate liability to you shall not exceed the total compensation received by us under this agreement, or the sum of \$50,000, whichever is greater. If you wish to obtain higher limits of liability and the additional charges involved, you must discuss this with our staff and get any expansion of our liability to you in writing.

HOLD HARMLESS

You agree, to the fullest extent permitted by law, to indemnify and hold us and our subconsultants harmless against any damages, liabilities, or costs, including but not limited to

additional fees and costs associated with any such measures and further agree to defend, indemnify, and hold us harmless from any claim or liability, including but not limited to attorney and expert witness fees, for injury or loss arising from KEG's encountering any unforeseen or unanticipated condition.

THIRD PARTY CLAIMS

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either you or us. Our services under this Agreement are being performed solely for your benefit, and no other entity shall have any claim against us because of this Agreement or the performance or nonperformance of services hereunder. You agree to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

OWNERSHIP AND USE

Upon full payment of all sums due or anticipated to be due us under this Agreement and upon performance of all your obligations under this Agreement as shown in the latest original Drawings and Specifications and the latest electronic data prepared by us for the Project shall become your property. This conveyance shall not deprive us of the right to retain electronic data or other reproducible copies of the Drawings and Specifications or the right to reuse information contained in them in the normal course of our professional activities. We shall be deemed the author of such electronic data or documents, shall retain all rights not specifically conveyed, and shall be given appropriate credit in any public display of such Drawings and Specifications. We will, however, retain ownership and possession of original recorded plats.

You agree that designs, plans, specifications, reports, proposals, and similar documents prepared by us are instruments of professional service, and as such, they may not under any circumstances be altered by any party except KEG. You warrant that our instruments of service will be used only and exactly as submitted by us. Accordingly, you shall waive any claim against us and shall, to the fullest extent permitted by law, indemnify, defend, and hold us harmless of any claim or liability, including but not limited to attorney and expert witness fees, for injury or loss arising from unauthorized alteration of our instruments of service.

TIMING OF STANDARDS

We endeavor to perform our services in accordance with standards, building codes, and ordinances in effect at the time of service using that level of care and skill ordinarily exercised by members of the profession currently practicing in the same or similar locality and under similar conditions. You understand that these standards and level of care and skill change with time and that substantially delayed use of our documents or use in a different locality than originally designed without our involvement are at your own risk.

TERMINATION, SUSPENSION OR ABANDONMENT

You recognize that if you terminate, suspend or abandon this project we will incur many costs which we would not have incurred had the project continued to completion. Therefore it is agreed that an equitable adjustment to our compensation shall include but not be limited to all reasonable costs incurred by us on account of suspension or abandonment of the Project, for preparation of documents for storage; maintaining space and equipment pending resumption; orderly demobilization of staff; maintaining employees on a less than full-time basis; terminating employment of personnel because of suspension; rehiring former employees or new employees because of resumption; reacquainting employees with the Project upon resumption; and making revisions to comply with Project requirements at the time of resumption.

DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, you and we agree that all disputes between us arising out of or relating to this Agreement or the Project shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

UNFORESEEN CONDITIONS

Our services may be provided to assist you in making changes to an existing facility for which you shall furnish documentation and information upon which we may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by you, we shall not be required to perform or to have others perform destructive testing or to investigate concealed or unknown conditions. In the event documentation or information furnished by you is inaccurate or incomplete, all resulting damages, losses and expenses, including the cost of our Additional Services, shall be borne by you. You shall indemnify and hold harmless KEG our subconsultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, which arise as a result of documentation or information furnished by you.

CONSTRUCTION MEANS AND METHODS

Performance of our services does not imply liability by us for Contractor means, methods, techniques, sequences or procedures of construction selected by Contractor or safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work. Accordingly we can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor failure to furnish and perform work in accordance with Contract Documents.

JOBSITE SAFETY

Insofar as jobsite safety is concerned, we are responsible solely for our own and our employees' activities on the jobsite, but this shall not be construed to relieve you or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither our professional activities nor the presence of our employees and subconsultants shall be construed to imply we have any responsibility for methods of work performance supervision, sequencing of construction, or safety in, on, or about the jobsite. You agree that the general contractor is solely responsible for jobsite safety, and you warrant that this intent shall be made evident in your agreement with the general contractor. You also warrant we shall be made an additional insured under the general contractor's general liability insurance policy.

HAZARDOUS MATERIALS

As used in this Agreement, the term "hazardous materials" shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gasses and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

You and we acknowledge that our scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event that we or any other party encounter any hazardous materials, or should it become known to us that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of our services, we may, at our option and without liability for consequential or any other damages, suspend performance of our services under this Agreement until you retain appropriate consultants or contractors to identify and abate or remove the hazardous materials and warrant that the jobsite is in full compliance with laws and regulations regarding such materials.

The discovery of unanticipated hazardous or suspected hazardous material may make it necessary for KEG to take measures that in our sole discretion are needed to help preserve and protect the health and safety of our personnel and of the public, and/or to preserve and protect the environment.

SITE ENTRY

You will provide right of entry of KEG or employees of firms

working under the direction of KEG, including right of entry of all required field equipment in order to perform the work. We will exercise reasonable care in performing its services, however, you understand that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this agreement.

SUBSURFACE STRUCTURE OR UTILITIES

You will furnish to us information identifying the type and location of utility lines and other man-made objects beneath the site's surface. We will take reasonable precautions to avoid damaging these utility lines and man-made objects.

SAMPLES

Soil, rock, water, or other samples obtained from the project site are your property. We shall preserve such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them unless other mutually agreed arrangements are documented.

Concrete test specimens will be discarded after testing. If project specification strengths are met, "hold" cylinders will be discarded at that time.

If, in our opinion, any of the samples collected may be affected by regulated contaminants, we shall package such samples in accordance with applicable law and you shall arrange for lawful disposal procedures. We shall not, under this agreement, arrange for or be responsible for the disposal of substances affected by regulated contaminants. Furthermore, unless detailed in a specific work scope, we are not responsible for any soil cuttings or produced groundwater generated for the purpose of sample collection that may be affected by regulated contaminants that are left at a job site and were generated for the collection of soil and groundwater samples. We will, at your reasonable request, help the client or owner identify appropriate alternatives for the off-site treatment, storage, or disposal of these materials, for an additional fee.

CONTAMINATION OF AN AQUIFER

Unavoidable contamination of soil or groundwater may occur during subsurface exploration, when drilling or sampling tools penetrate a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants. Because subsurface exploration is an essential aspect of the services that we will provide on your behalf, you shall indemnify, defend, and hold us harmless from any claim or liability, including but not limited to attorney and expert witness fees, for injury or loss which may arise as a result of contamination allegedly caused by subsurface exploration.

CONSTRUCTION COST ESTIMATES

An opinion of construction costs prepared by us represents our reasonable judgment as a design professional and is supplied for your general guidance only. Since we have no control over the cost of labor and material, nor over competitive bidding or market conditions, we do not guarantee the accuracy of our opinion as compared to other sources, such as, contractor bids, or actual costs to the owner.

ENVIRONMENTAL SITE ASSESSMENT

An Environmental Site Assessment is conducted to render an opinion about the possibility of regulated contaminants being present on, in, or beneath the site specifically at the time services were conducted. You understand that no matter how thorough an Environmental Site Assessment is, we cannot know or state factually that a site is unaffected by reportable quantities of regulated contaminants. Furthermore, even if we believe that reportable quantities are not present, you bear the risk that such contaminants may be present or may migrate to the site after the study is complete.

FAILURE TO FOLLOW RECOMMENDATIONS

We disclaim any and all responsibility and liability for problems that may occur during implementation of our plans, specifications, or recommendations when we are not retained to observe such implementation.

Kaskaskia Engineering Group, LLC
Schedule of Hourly Rates
January 1, 2022

Engineering

Manager	\$300.00
Principal Engineer	\$250.00
Senior Engineer	\$195.00
Project Manager	\$165.00
Project Engineer	\$140.00
Staff Engineer	\$ 95.00

Support Services

Senior Biologist/Scientist	\$135.00
Biologist/Scientist	\$105.00
GIS Manager	\$135.00
Senior Technician	\$150.00
Technician	\$130.00
Construction Administrator	\$ 85.00
Administrative Personnel	\$125.00
Intern	\$ 50.00

The above hourly rates are effective as of April 1, 2021, and are subject to adjustment annually.

Time for Support Services in excess of 8 hours per day on client's project; work performed on Saturdays, Sundays, or Holidays; or expert witness depositions and/or testimony will be invoiced at 1 ½ times the indicated hourly rate.

Expenses

Travel per mile	Current IRS approved per-mile rate
Outside Services (Subconsultants, Subcontractors or Vendors)	Cost + 15%
Commercial Travel, Meals or Lodging	At Cost



EXHIBIT A

Intersection Upgrades & Quantities Maps

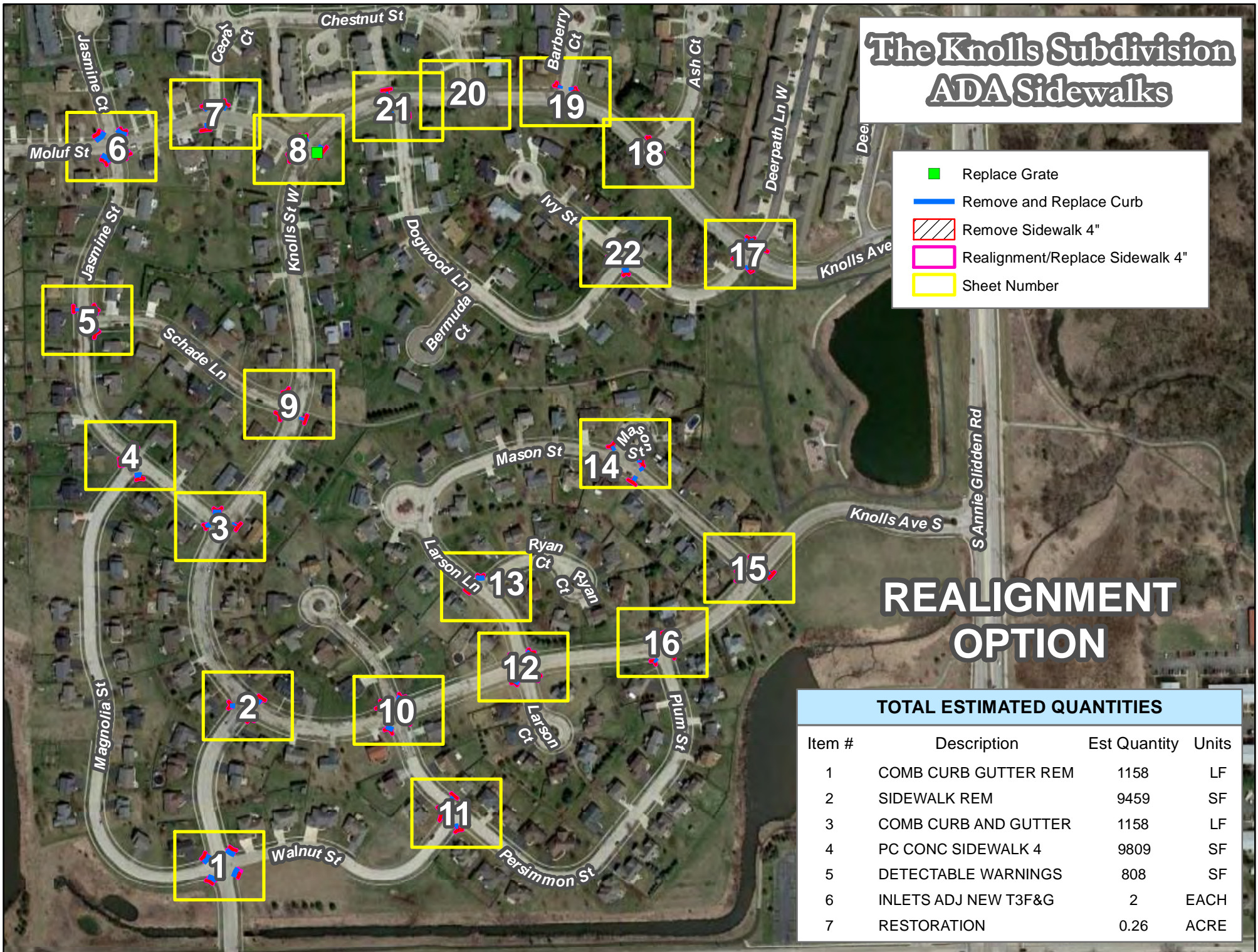
The Knolls Subdivision ADA Sidewalks

- Replace Grate
- Remove and Replace Curb
- Remove Sidewalk 4"
- Realignment/Replace Sidewalk 4"
- Sheet Number

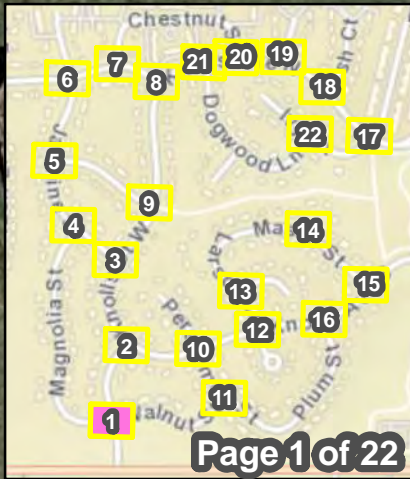
REALIGNMENT OPTION

TOTAL ESTIMATED QUANTITIES

Item #	Description	Est Quantity	Units
1	COMB CURB GUTTER REM	1158	LF
2	SIDEWALK REM	9459	SF
3	COMB CURB AND GUTTER	1158	LF
4	PC CONC SIDEWALK 4	9809	SF
5	DETECTABLE WARNINGS	808	SF
6	INLETS ADJ NEW T3F&G	2	EACH
7	RESTORATION	0.26	ACRE



The Knolls Subdivision ADA Sidewalks



Magnolia St

Knolls St W

Walnut St

1-A
Remove
146.3SF

Replace
183.4 SF

1-B
Remove
146.3SF

Replace
183.4 SF

1-D
Remove
146.3SF

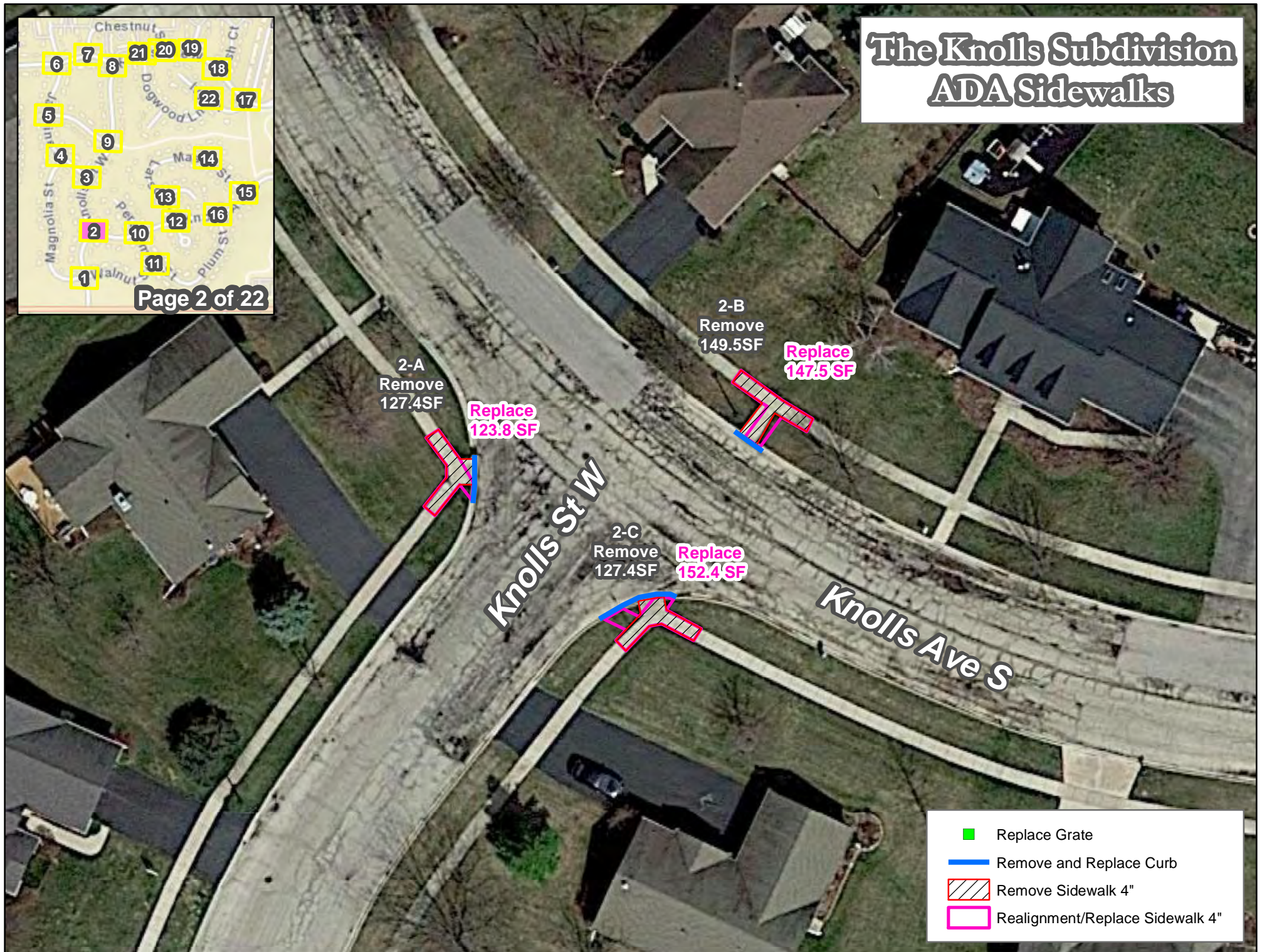
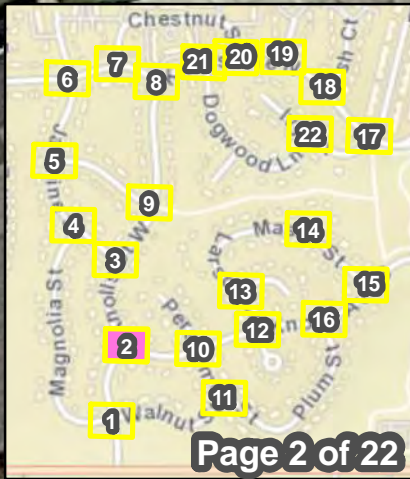
Replace
183.4 SF

Replace
183.4 SF

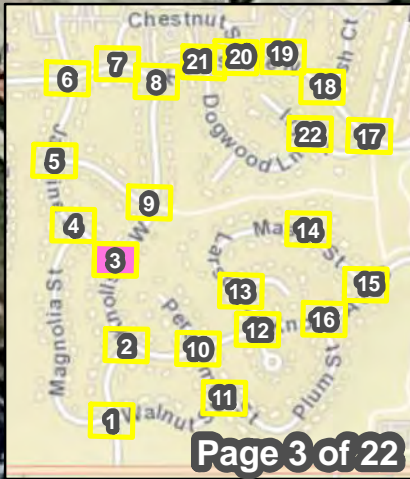
1-C
Remove
122.9SF

- Replace Grate
- Remove and Replace Curb
- Remove Sidewalk 4"
- Realignment/Replace Sidewalk 4"

The Knolls Subdivision ADA Sidewalks



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Wasmine St

3-B
Remove
159.7SF
Replace
155.3 SF

3-A
Remove
102.7SF
Replace
92.6 SF

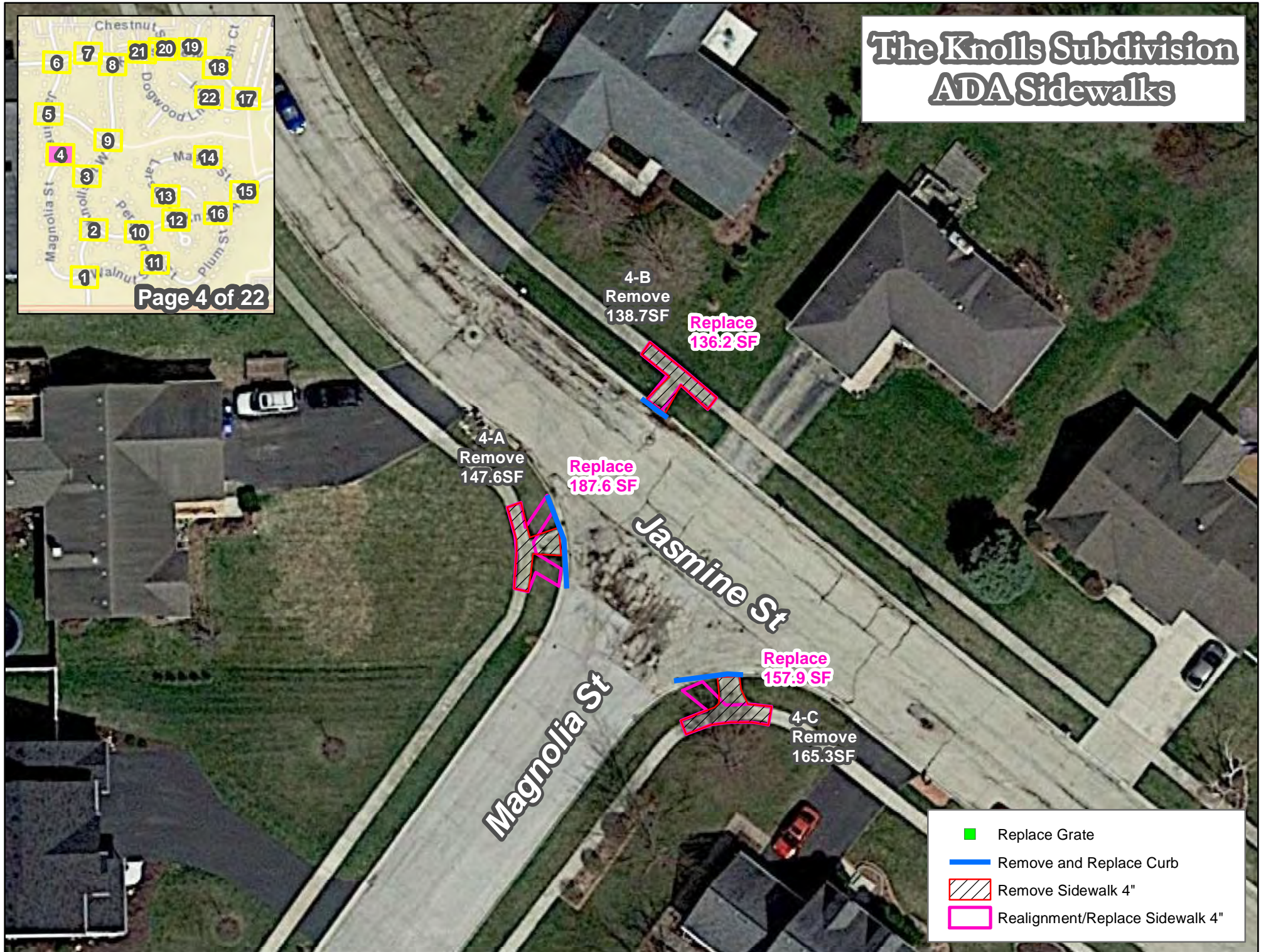
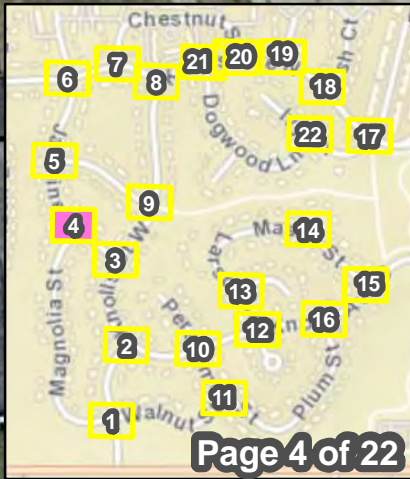
Replace
152.8 SF

3-C
Remove
160.6SF

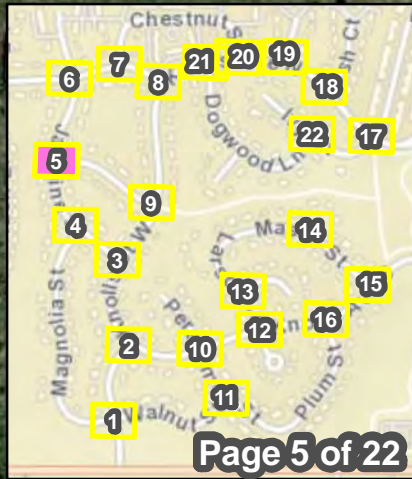
Knolls St W

- Replace Grate
- Remove and Replace Curb
- Remove Sidewalk 4"
- Realignment/Replace Sidewalk 4"

The Knolls Subdivision ADA Sidewalks



The Knolls Subdivision ADA Sidewalks



5-A
Remove
130.3SF

Replace
126.1 SF

Jasmine St

5-B
Remove
153.5SF

Replace
190.6 SF

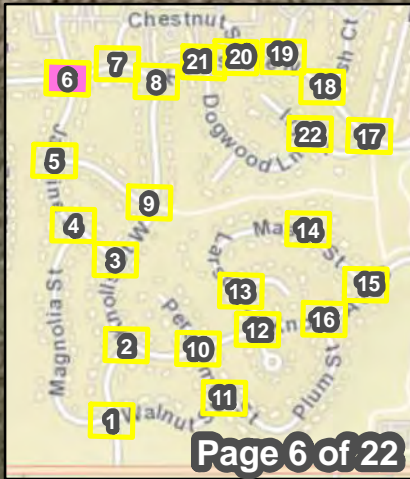
5-C
Remove
139SF

Replace
127.1 SF

Schade Ln

- Replace Grate
- Remove and Replace Curb
- Remove Sidewalk 4"
- Realignment/Replace Sidewalk 4"

The Knolls Subdivision ADA Sidewalks



6-A
Remove
169SF

Replace
205.3 SF

6-B
Remove
126.2SF

Replace
143.6 SF

Moluf St

6-D
Remove
173.9SF

Replace
187.8 SF

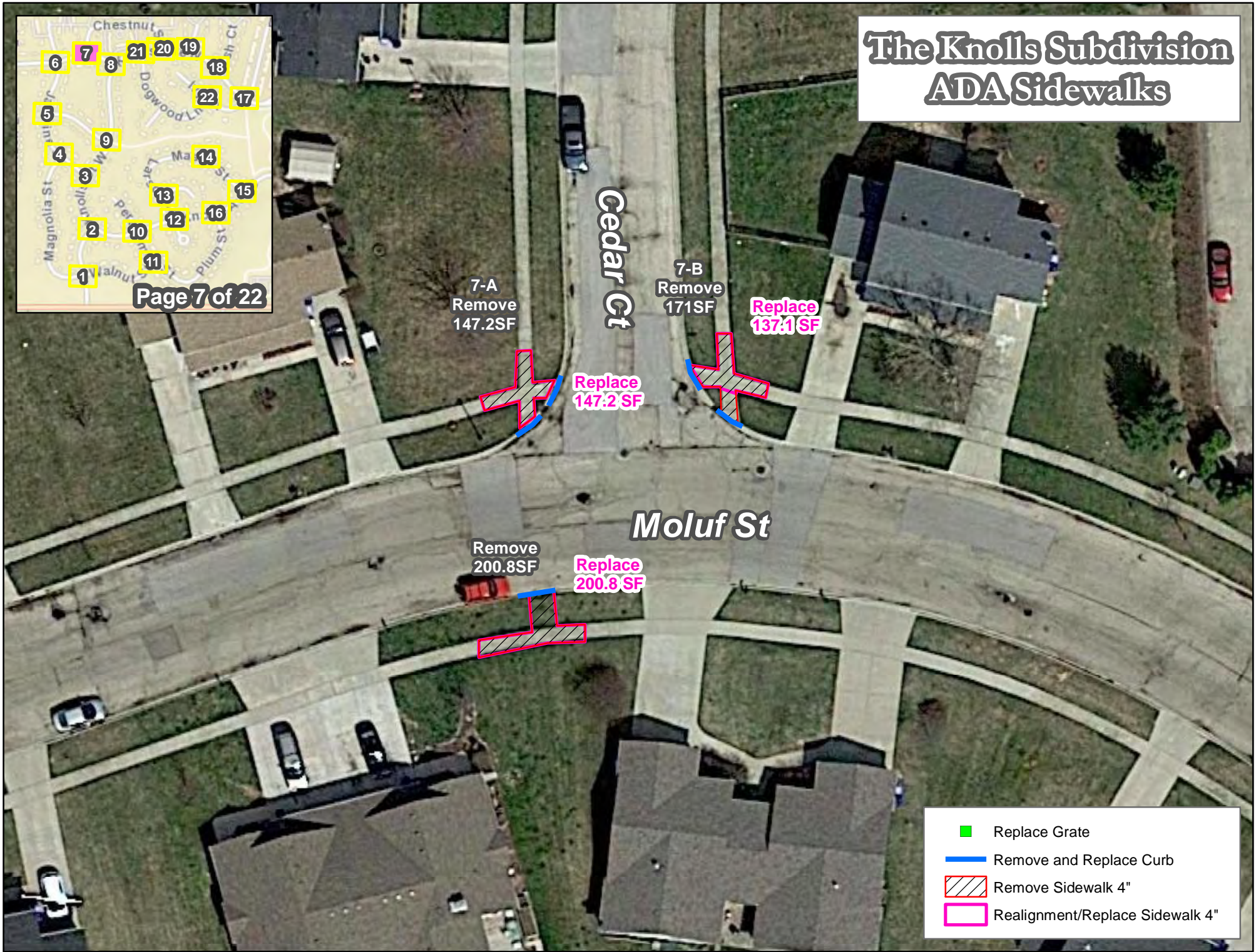
Replace
173.9 SF

6-C
Remove
144.3SF

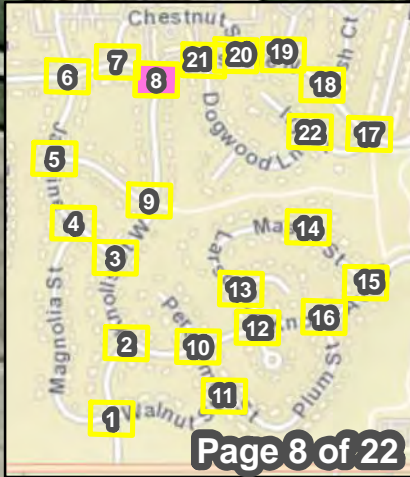
Jasmine St

- Replace Grate
- Remove and Replace Curb
- Remove Sidewalk 4"
- Realignment/Replace Sidewalk 4"

The Knolls Subdivision ADA Sidewalks



The Knolls Subdivision ADA Sidewalks



Moluf St

Knolls St W

Knolls Ave N

8-B
Remove
159.4SF

Replace
176.5 SF

8-A
Remove
191.7SF

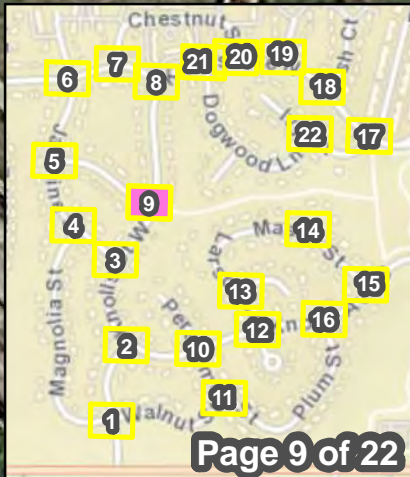
Replace
182.1 SF

Replace
149.9 SF

8-C
Remove
230.1SF

- Replace Grate
- Remove and Replace Curb
- Remove Sidewalk 4"
- Realignment/Replace Sidewalk 4"

The Knolls Subdivision ADA Sidewalks



Schade Ln

Knolls St W

9-B
Remove
153.1SF

Replace
146 SF

9-A
Remove
164.4SF

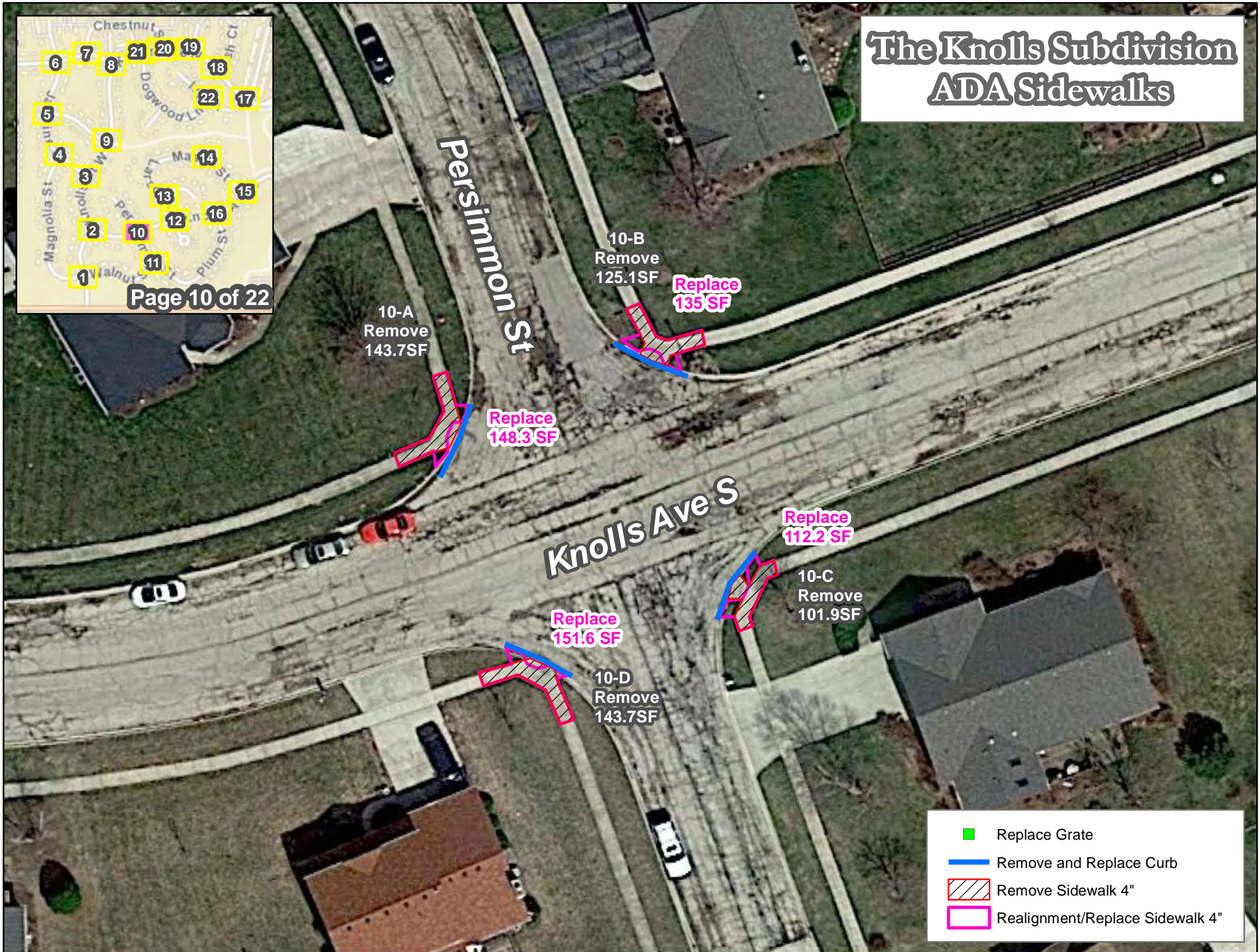
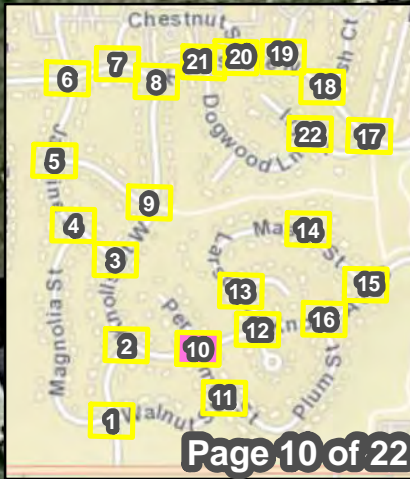
Replace
168.2 SF

Replace
148.5 SF

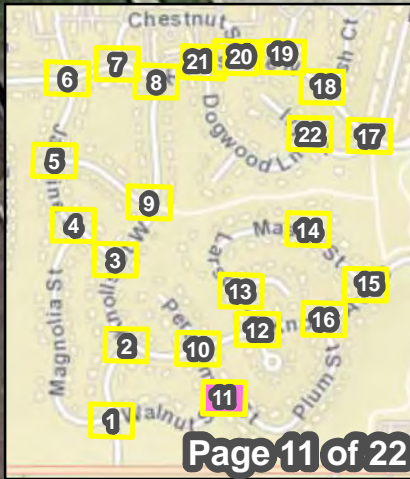
9-C
Remove
153.1SF

- Replace Grate
- Remove and Replace Curb
- Remove Sidewalk 4"
- Realignment/Replace Sidewalk 4"

The Knolls Subdivision ADA Sidewalks



The Knolls Subdivision ADA Sidewalks



11-AB
Remove
263.4SF

Replace
266 SF

11-C
Remove
141.7SF

Replace
134 SF

11-D
Remove
156.7SF

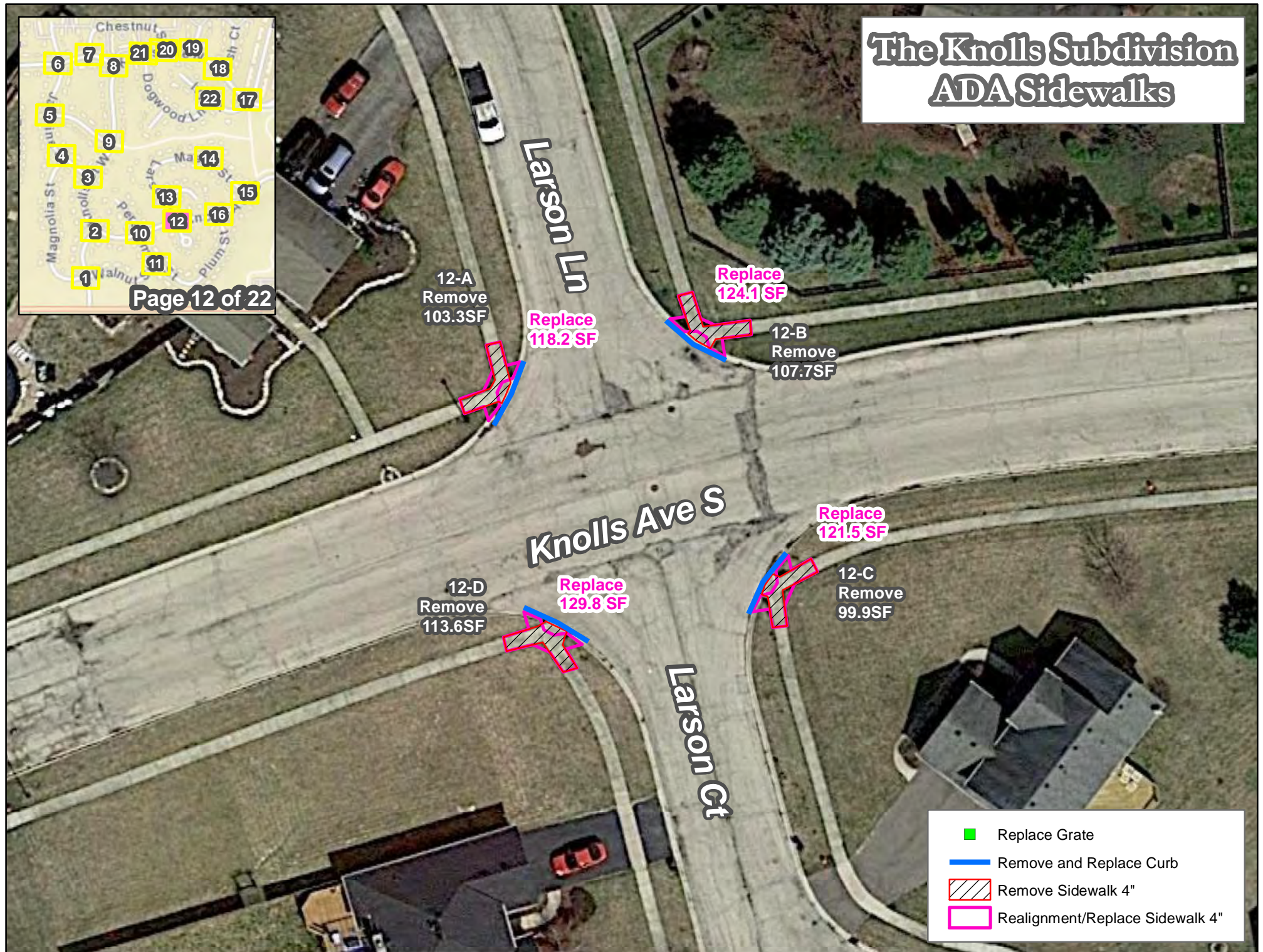
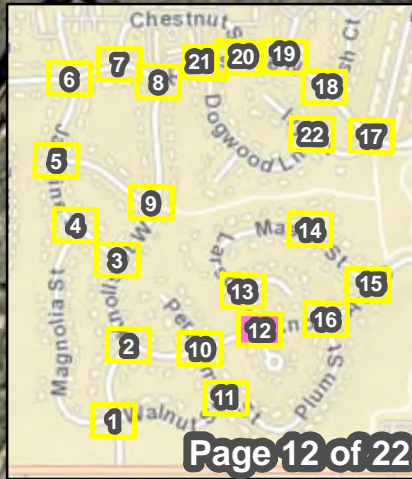
Replace
157.4 SF

Walnut St

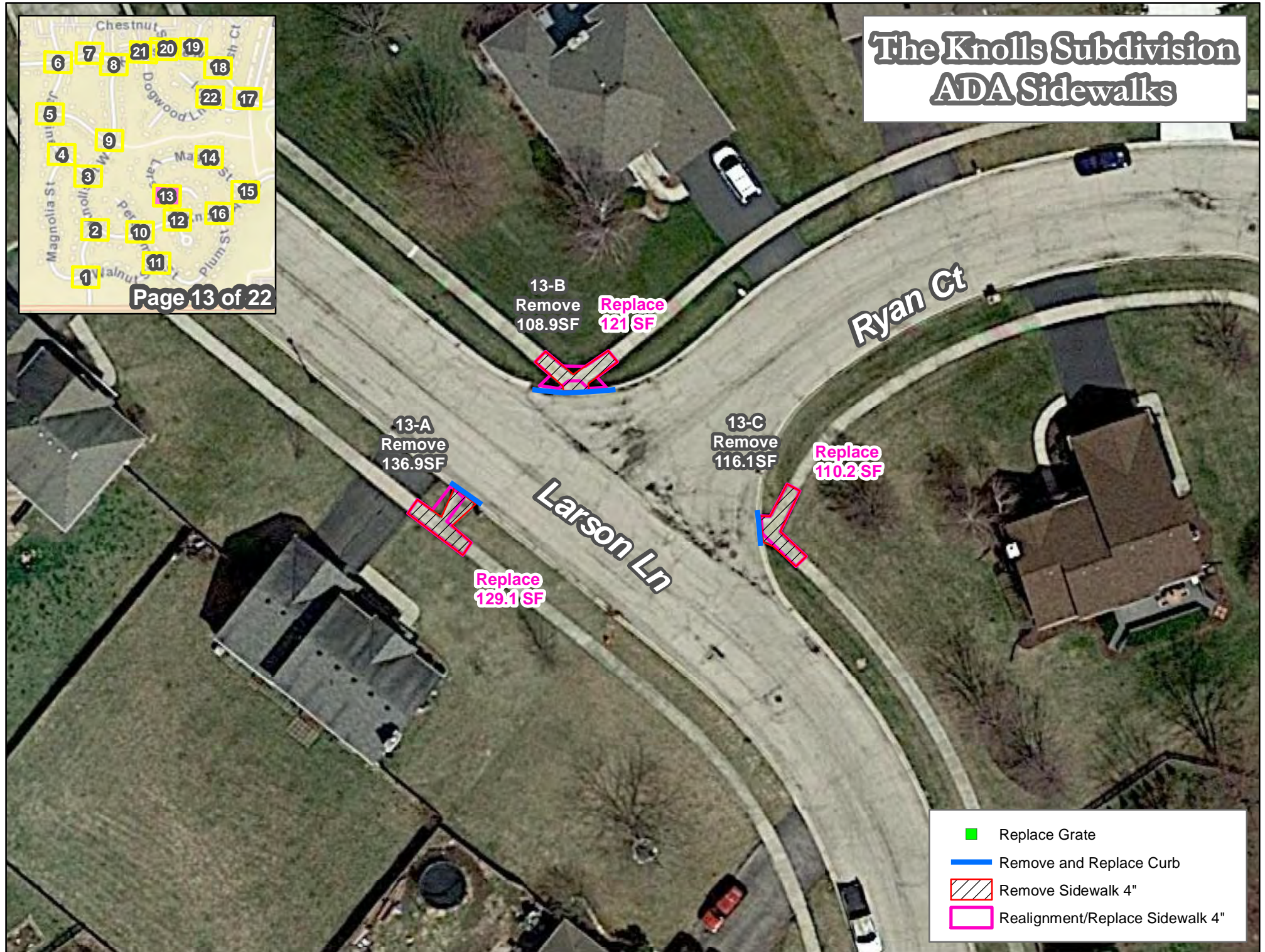
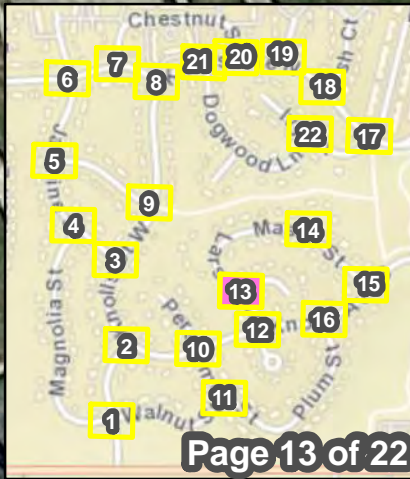
Persimmon St

- Replace Grate
- Remove and Replace Curb
- Remove Sidewalk 4"
- Realignment/Replace Sidewalk 4"

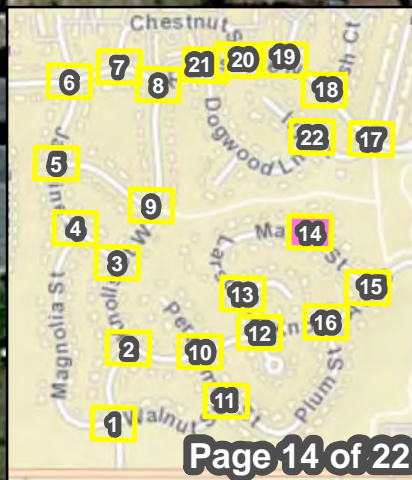
The Knolls Subdivision ADA Sidewalks



The Knolls Subdivision ADA Sidewalks



The Knolls Subdivision ADA Sidewalks



14-B
Remove
132.4SF

Replace
119.9 SF

14-A
Remove
141.3SF

Replace
168.6 SF

Replace
150.9 SF

Remove
150.9SF

- Replace Grate
- Remove and Replace Curb
- Remove Sidewalk 4"
- Realignment/Replace Sidewalk 4"

The Knolls Subdivision ADA Sidewalks



Mason St

Knolls Ave S

15-B
Remove
135.4SF

Replace
135.3 SF

15-A
Remove
171SF

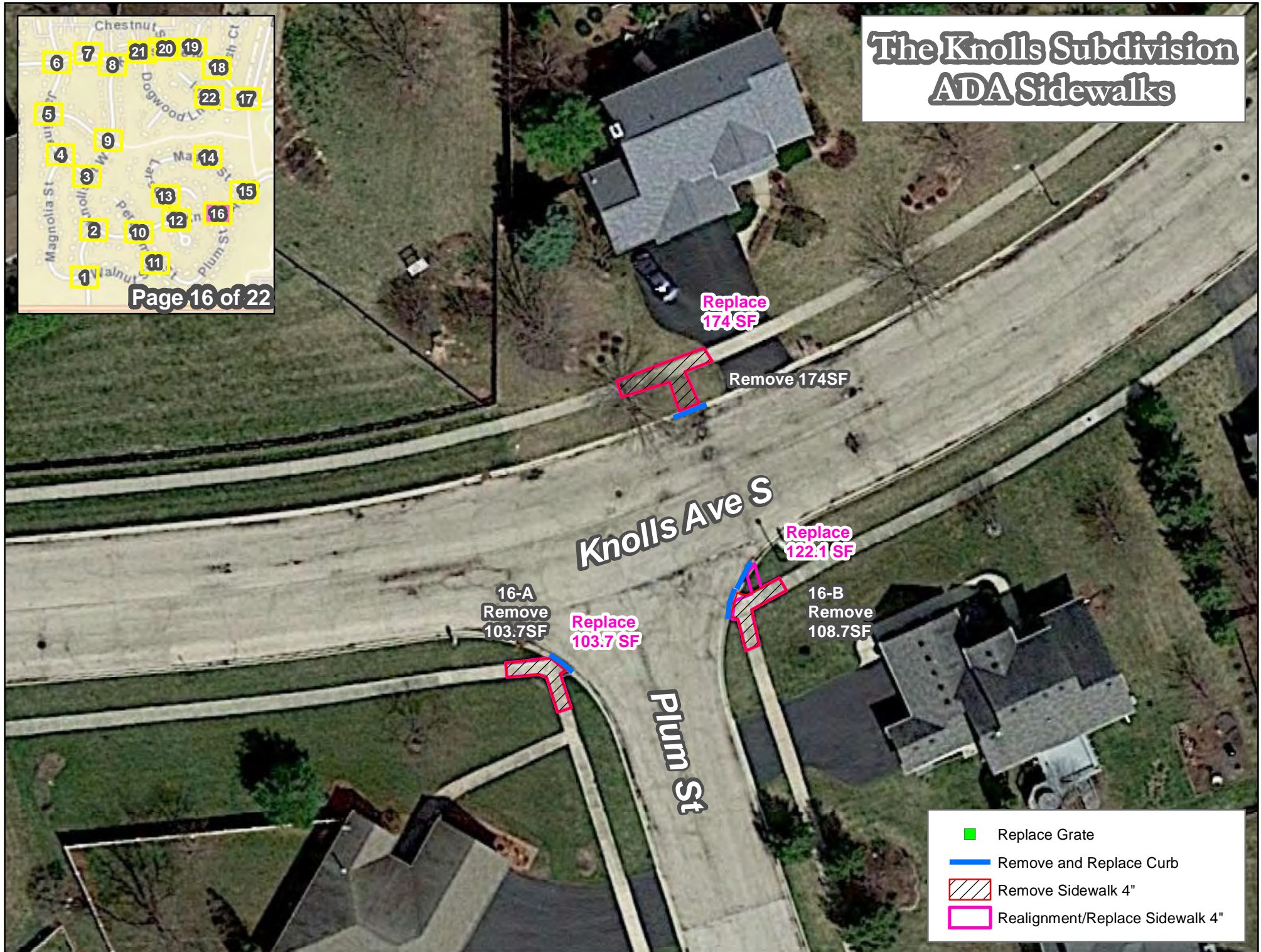
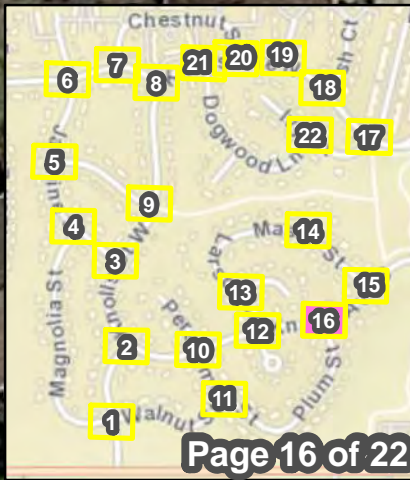
Replace
171 SF

15-C
Remove
153.7SF

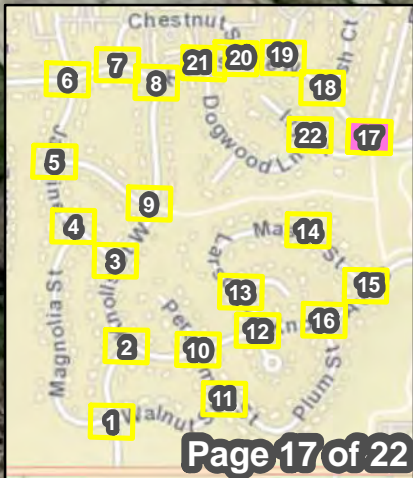
Replace
146.1 SF

- Replace Grate
- Remove and Replace Curb
- ▨ Remove Sidewalk 4"
- ▭ Realignment/Replace Sidewalk 4"

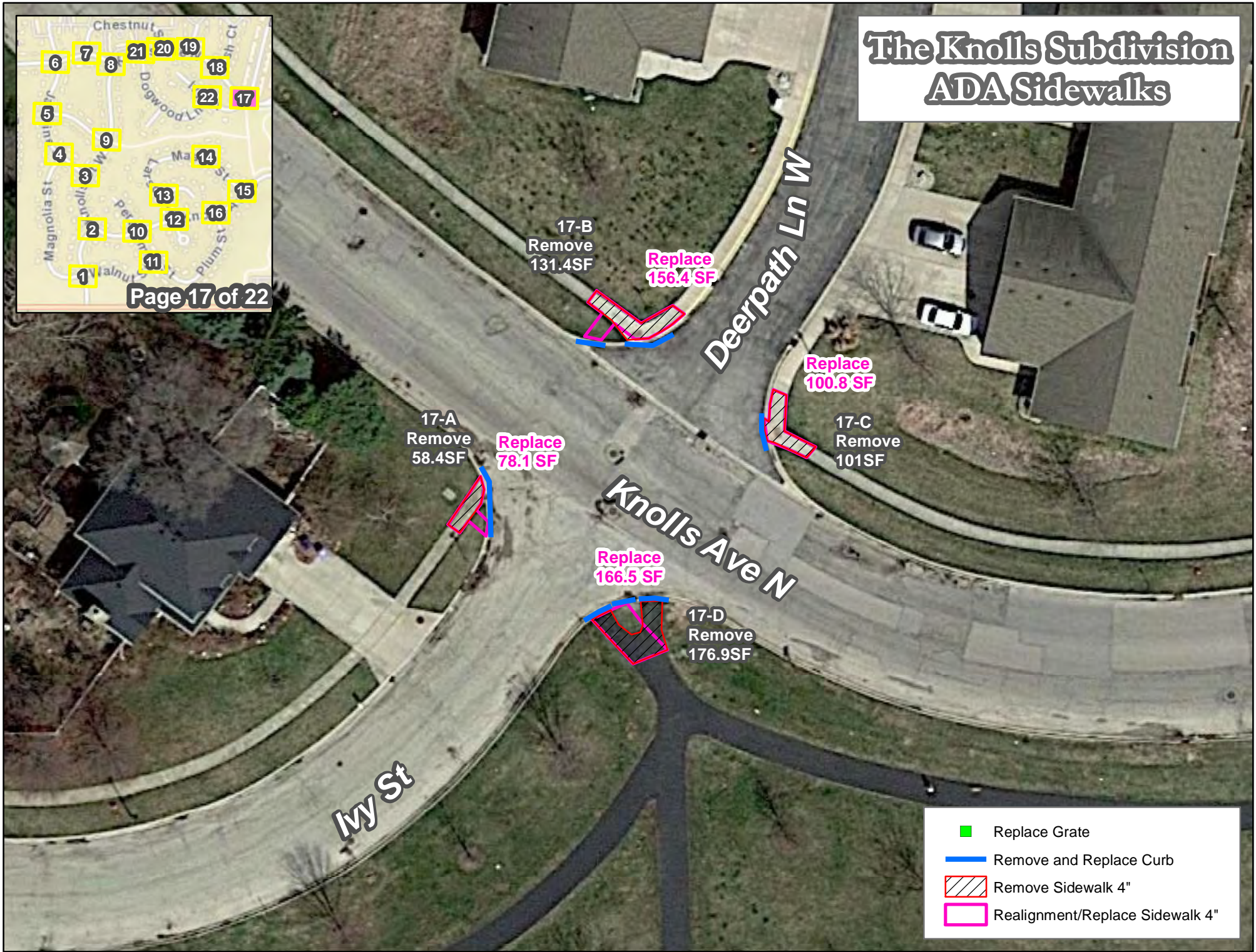
The Knolls Subdivision ADA Sidewalks



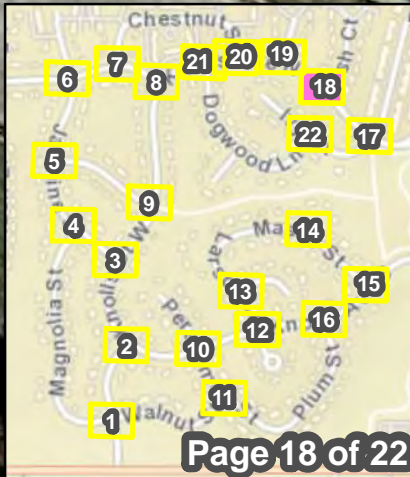
The Knolls Subdivision ADA Sidewalks



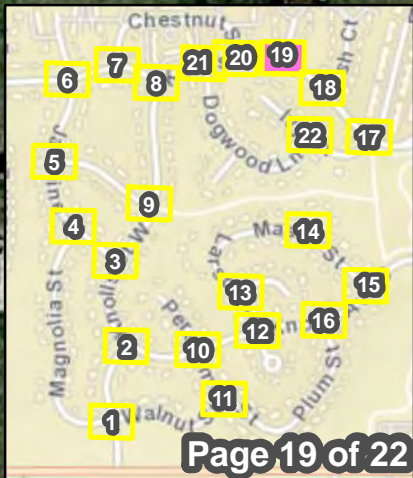
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19-A
Remove
123.3SF

Replace
123.3 SF

Replace
111.4 SF

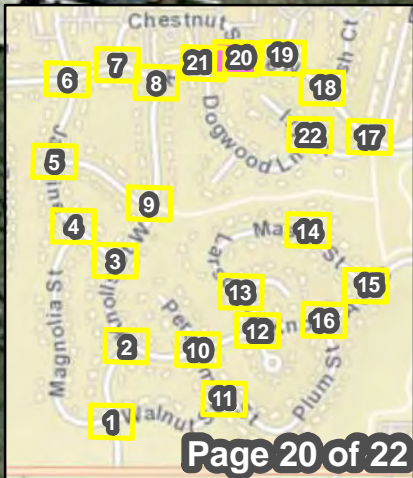
19-B
Remove
110.7SF

Knolls Ave N

Barberry Ct

- Replace Grate
- Remove and Replace Curb
- ▨ Remove Sidewalk 4"
- ▭ Realignment/Replace Sidewalk 4"

The Knolls Subdivision ADA Sidewalks



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Chestnut St

Replace
77.8 SF

20-A
Remove
85.3SF

20-B
Remove
141.8SF

Replace
151.7 SF

Knolls Ave N

Replace
71.9 SF

21-B
Remove
69.9SF

- Replace Grate
- Remove and Replace Curb
- Remove Sidewalk 4"
- Realignment/Replace Sidewalk 4"

The Knolls Subdivision ADA Sidewalks



Remove
138.9SF

Replace
138.9 SF

20-A
Remove
85.3SF

Replace
77.8 SF

Knolls Ave N

21-A
Remove
114.1SF

Replace
133.4 SF

21-B
Remove
69.9SF

Replace
71.9 SF

Dogwood Ln

- Replace Grate
- Remove and Replace Curb
- ▨ Remove Sidewalk 4"
- ▭ Realignment/Replace Sidewalk 4"

The Knolls Subdivision ADA Sidewalks

