

RESOLUTION 2022-030

PASSED: MARCH 28, 2022

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 28th day of March 2022 and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Morris, Larson, Perkins, McAdams, Verbic, Faivre, Barnes. Nay:

None. Absent: Smith.




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. 3rd 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

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: Bill Nicklas, City Mag Address: 164 E. Lincoln Hwy
Signature: [Signature] City, State, Zip: DeKalb, IL
Client Name: City of DeKalb Telephone: 815-748-2090
Date: 4-15-22

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
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_____	_____	_____
_____	_____	_____
_____	_____	_____



Cut on Dotted Line ✂

For future reference, IDFPR is now providing each person/business a unique identification number, 'Access ID', which may be used in lieu of a social security number, date of birth or FEIN number when contacting the IDFPR. Your Access ID is: 994383



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy Associates/CSDZ, LLC 1600 Aspen Commons Suite 990 Middleton WI 53562	CONTACT NAME: Renee Young PHONE (A/C, No, Ext): 608-242-2561 E-MAIL: ryoung@csdz.com ADDRESS: ryoung@csdz.com	FAX (A/C, No):
INSURED Kaskaskia Engineering Group, LLC 208 E Main Street Suite 100 Belleville, IL 62220	KASENGPC	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Zurich American Insurance Company		10677
INSURER B : American Guarantee and Liability Ins Co		40045
INSURER C : Certain Underwriters of Lloyds, London		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 652716405**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Contr Liab Per <input checked="" type="checkbox"/> Policy Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		GLO093654700	8/1/2021	8/1/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp: \$2,000 <input checked="" type="checkbox"/> Coll: \$2,000		BAP093654800	8/1/2021	8/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		SXS250714200	8/1/2021	8/1/2022	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WC093654600	8/1/2021	8/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Contractor Professional/Pollution (Professional Liab-Claims Made)		NDCPP1008121	8/1/2021	8/1/2022	Each Claim Aggregate Deductible 5,000,000 5,000,000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For Bid Purposes Only

CERTIFICATE HOLDER**CANCELLATION**

Kaskaskia Engineering Group, LLC
208 E Main St., Ste 100
Belleville IL 62220

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Paula A. Dixon

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Document A312™ – 2010

Bond No. GRIL54148

Performance Bond

CONTRACTOR:

(Name, legal status and address)

KASKASKIA ENGINEERING GROUP, LLC
208 E Main St Ste 100

Belleville, IL 62220

SURETY:

(Name, legal status and principal place of business)

Granite Re, Inc.
14001 Quailbrook Dr

Oklahoma City, OK 73134

OWNER:

(Name, legal status and address)

City of DeKalb
164 East Lincoln Highway

DeKalb, IL 60115

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond

CONSTRUCTION CONTRACT

Date:

Amount: **\$400,000.00**

(Name and Location)

Description:

The Knolls Subdivision ADA Sidewalks Design-Build

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: **\$400,000.00**

Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: **KASKASKIA ENGINEERING GROUP, LLC**
(Corporate Seal)

Signature: _____

Name and Title: _____

(Any additional signatures appear on the last page of this Performance Bond)

(FOR INFORMATION ONLY— Name, address and telephone)

AGENT or BROKER:

ASSURANCE BROKERS LTD
95 N Research Drive Suite 100
Edwardsville, IL 62025

SURETY

Company: **Granite Re, Inc.**

(Corporate Seal)

Signature: _____

Name And Title: **Charles R. McQuiggan, Attorney in Fact**

OWNER'S REPRESENTATION:

(Architect, Engineer or other party)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- ..2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1** the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2** additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3** liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 the Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)	
CONTRACTOR AS PRINCIPAL	SURETY
Company: (Corporate Seal)	Company: (Corporate Seal)
Signature:	Signature:
Name and Title:	Name and Title:
Address:	Address:
Caution: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will be not be obscured.	
AIA Document A312™ — 2010. The American Institute of Architects	
4	

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

CHARLES R. MCQUIGGAN; RALPH L. MCQUIGGAN; STEPHEN MCQUIGGAN; HOLLY V. JOHNSON its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:


CHARLES R. MCQUIGGAN; RALPH L. MCQUIGGAN; STEPHEN MCQUIGGAN; HOLLY V. JOHNSON may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



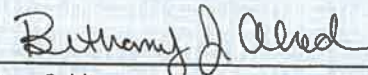

Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620




Notary Public

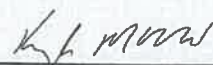
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 20_____.




Kyle P. McDonald, Assistant Secretary

State of Illinois
County of Madison

On this day of 2022, before me, Holly V. Johnson, a Notary Public within and for the above mentioned county, personally appeared **Charles R. McQuiggan**, to me personally known, who being by me duly sworn he is an Attorney-In-Fact of:

Allegheny Casualty Company
American Contractors Indemnity Company
American States Insurance Company
Contractors Bonding and Insurance Company
FCCI Insurance Company
Fidelity and Deposit Company of Maryland
Hudson Insurance Group
International Fidelity Insurance Company
Granite Re, Inc.
Hudson Insurance Company
Harco National Insurance Company
Lexon Insurance Company
Merchants Bonding Company (Mutual)
Nationwide Mutual Insurance Company
Old Republic Surety Company
Pekin Insurance Company
Star Insurance Company
Selective Insurance Company of America
The Ohio Casualty Insurance Company
Travelers Casualty and Surety Company of America
US Specialty Insurance Company
Western Surety Company
Western National Mutual Insurance Company

the corporation named in the foregoing instrument, and that the seal affixed to the said instrument is the corporate seal of the said corporation, and that the said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors, and the said **Charles R. McQuiggan**, acknowledged the said instrument to be the free act and deed of the said corporation.

Official Seal

Holly V. Johnson

Notary Public, State of Illinois

My Commission Expires January 30, 2025

By: **Holly V. Johnson**
Notary Public

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

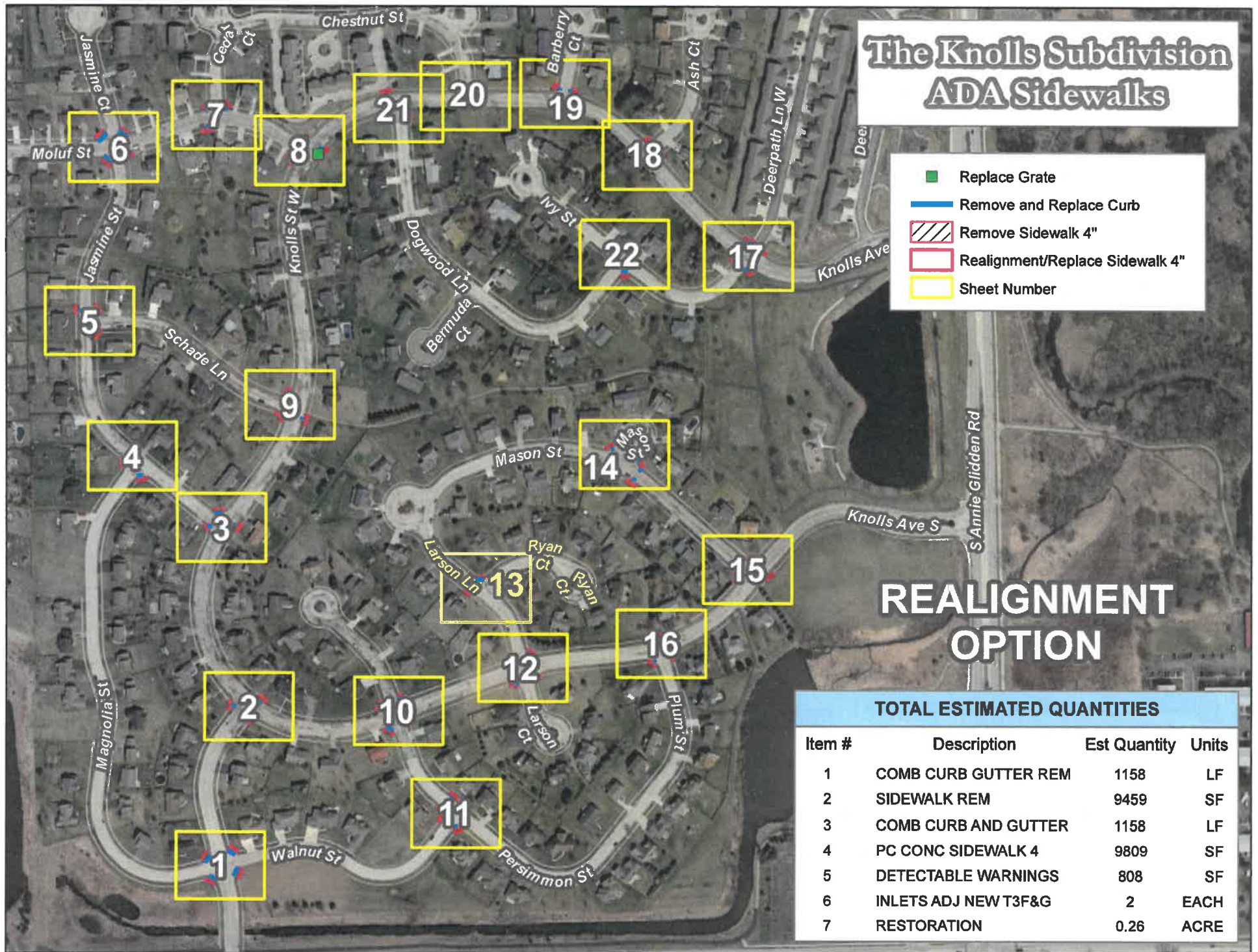
The Knolls Subdivision ADA Sidewalks

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

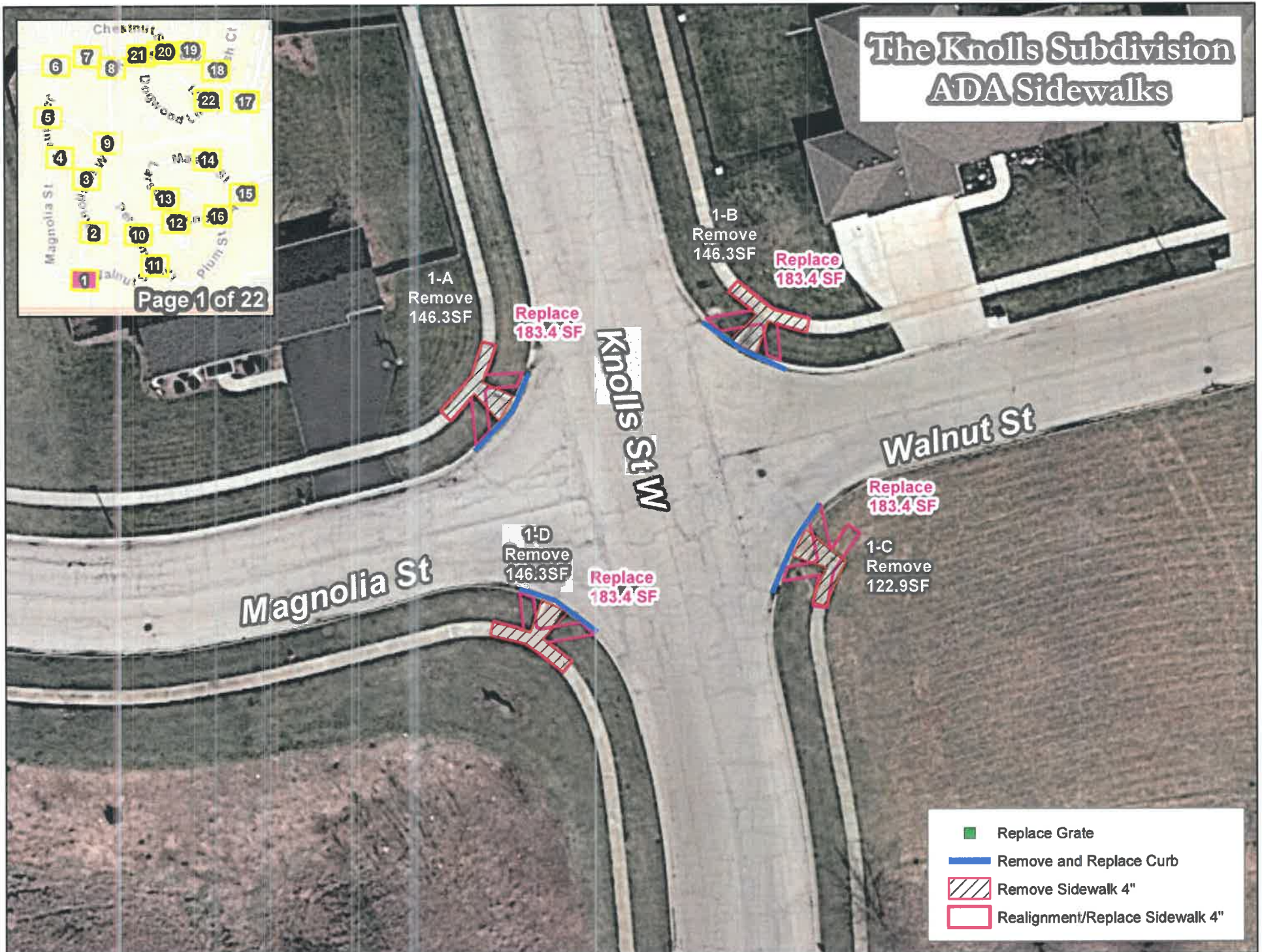
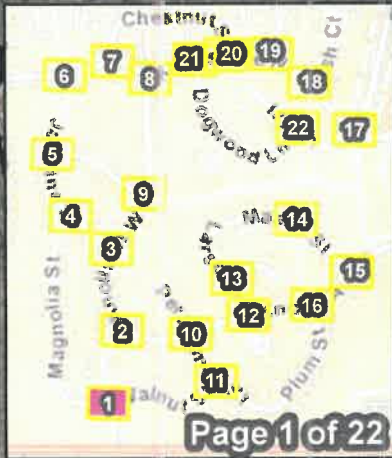
REALIGNMENT OPTION

TOTAL ESTIMATED QUANTITIES

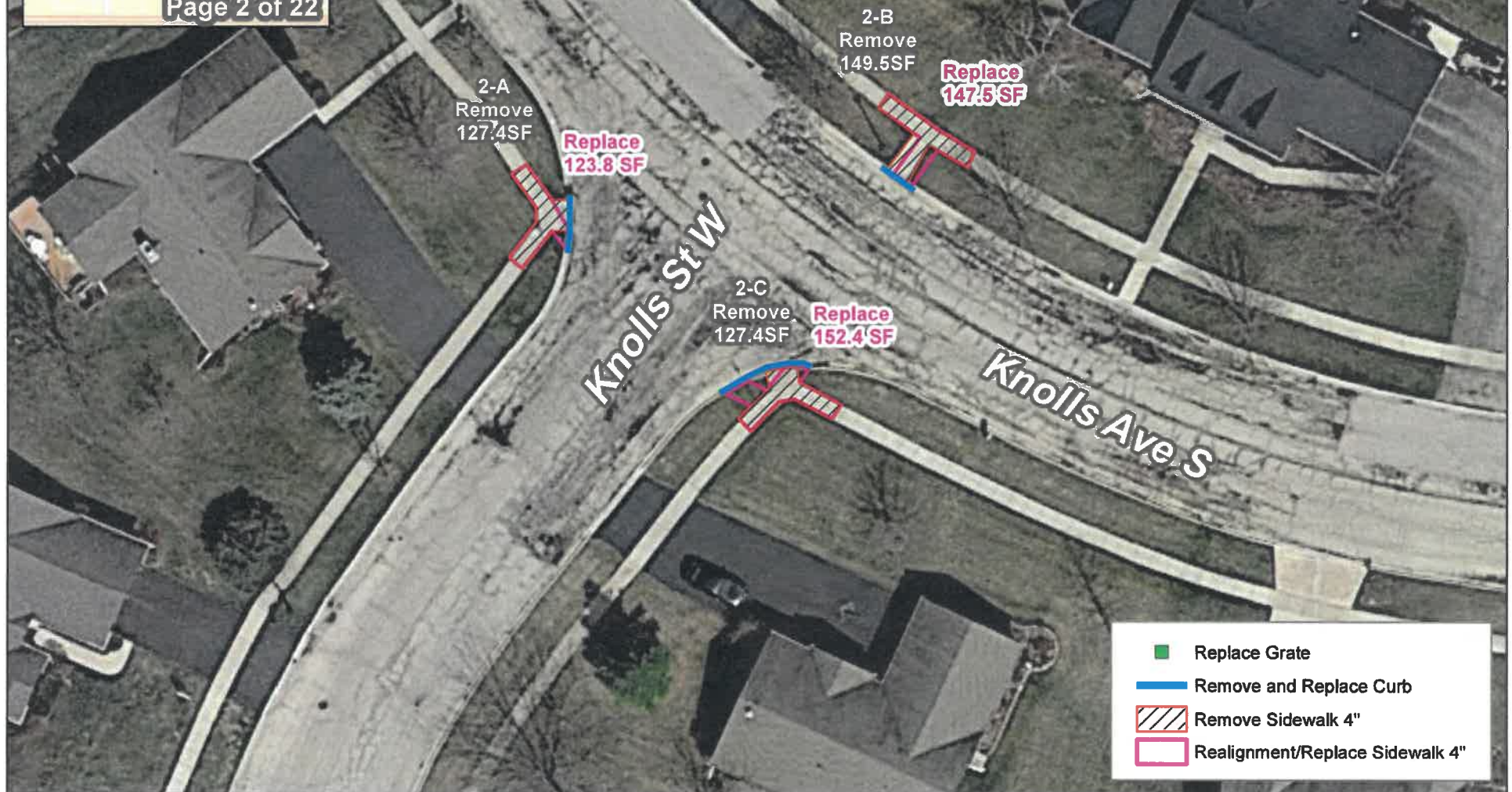
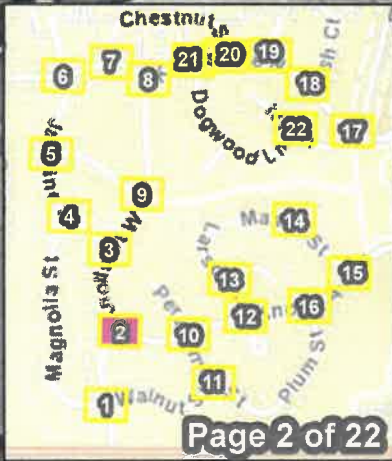
Item #	Description	Est Quantity	Units
1	COMB CURB GUTTER REM	1158	LF
2	SIDEWALK REM	9459	SF
3	COMB CURB AND GUTTER	1158	LF
4	PC CONC SIDEWALK 4	9809	SF
5	DETECTABLE WARNINGS	808	SF
6	INLETS ADJ NEW T3F&G	2	EACH
7	RESTORATION	0.26	ACRE



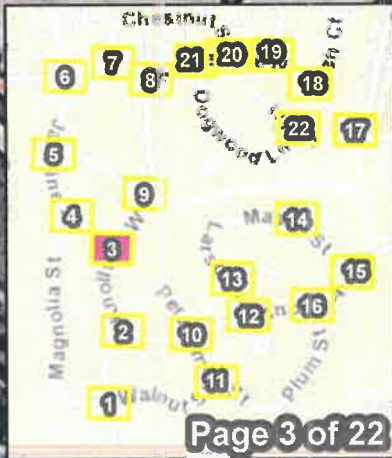
The Knolls Subdivision ADA Sidewalks



The Knolls Subdivision ADA Sidewalks



The Knolls Subdivision ADA Sidewalks



3-B
Remove
159.7 SF
**Replace
155.3 SF**

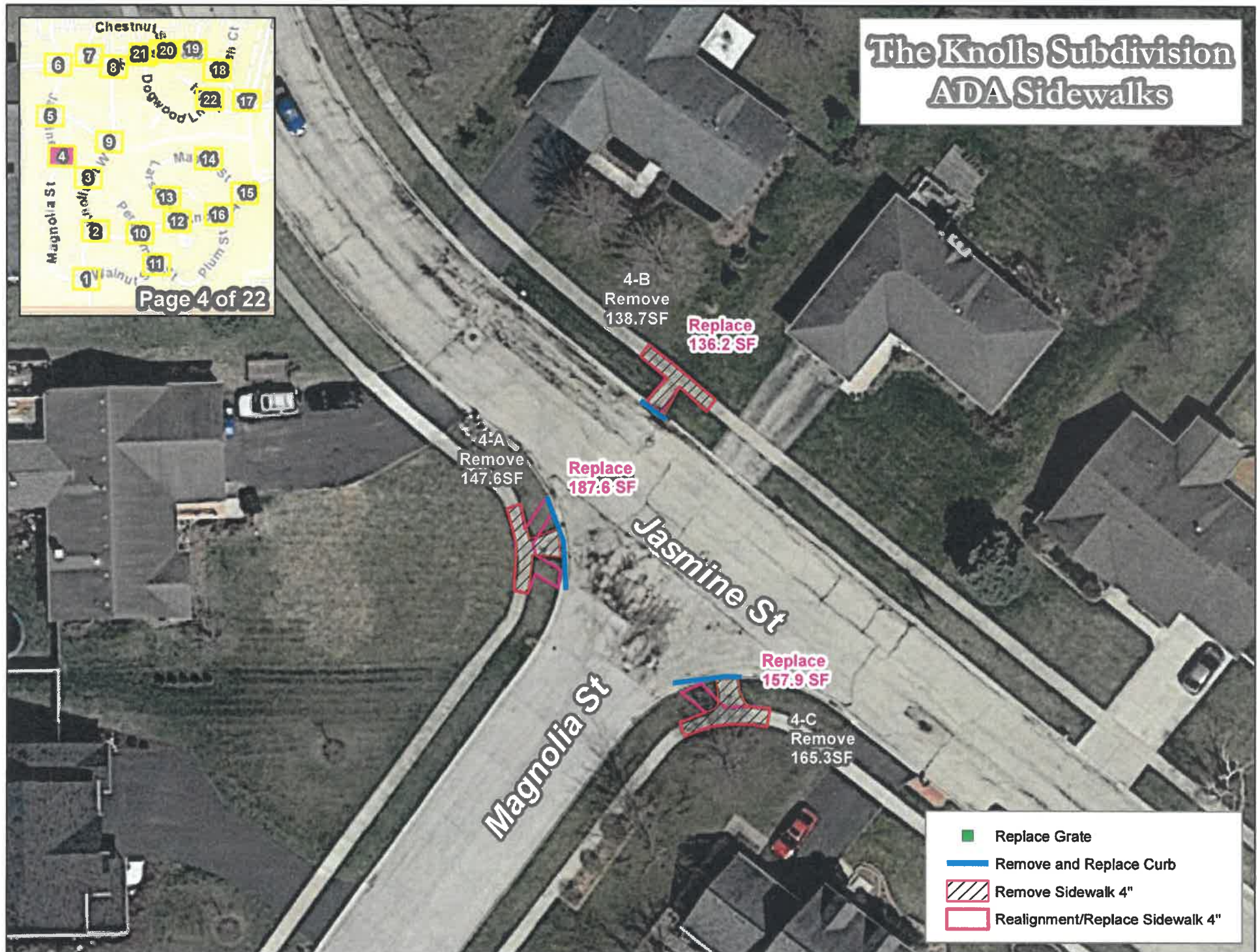
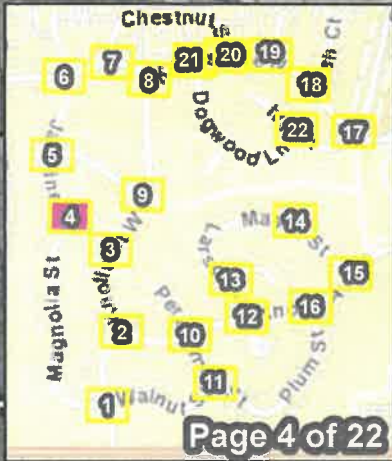
3-A
Remove
102.7 SF
**Replace
92.6 SF**

**Replace
152.8 SF**

3-C
Remove
160.6 SF

- 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

5-B
Remove
153.5SF

Replace
190.6 SF

5-C
Remove
139SF

Replace
127.1 SF

Jasmine St

Schade Ln

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

The Knolls Subdivision ADA Sidewalks



Jasmine Ct

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

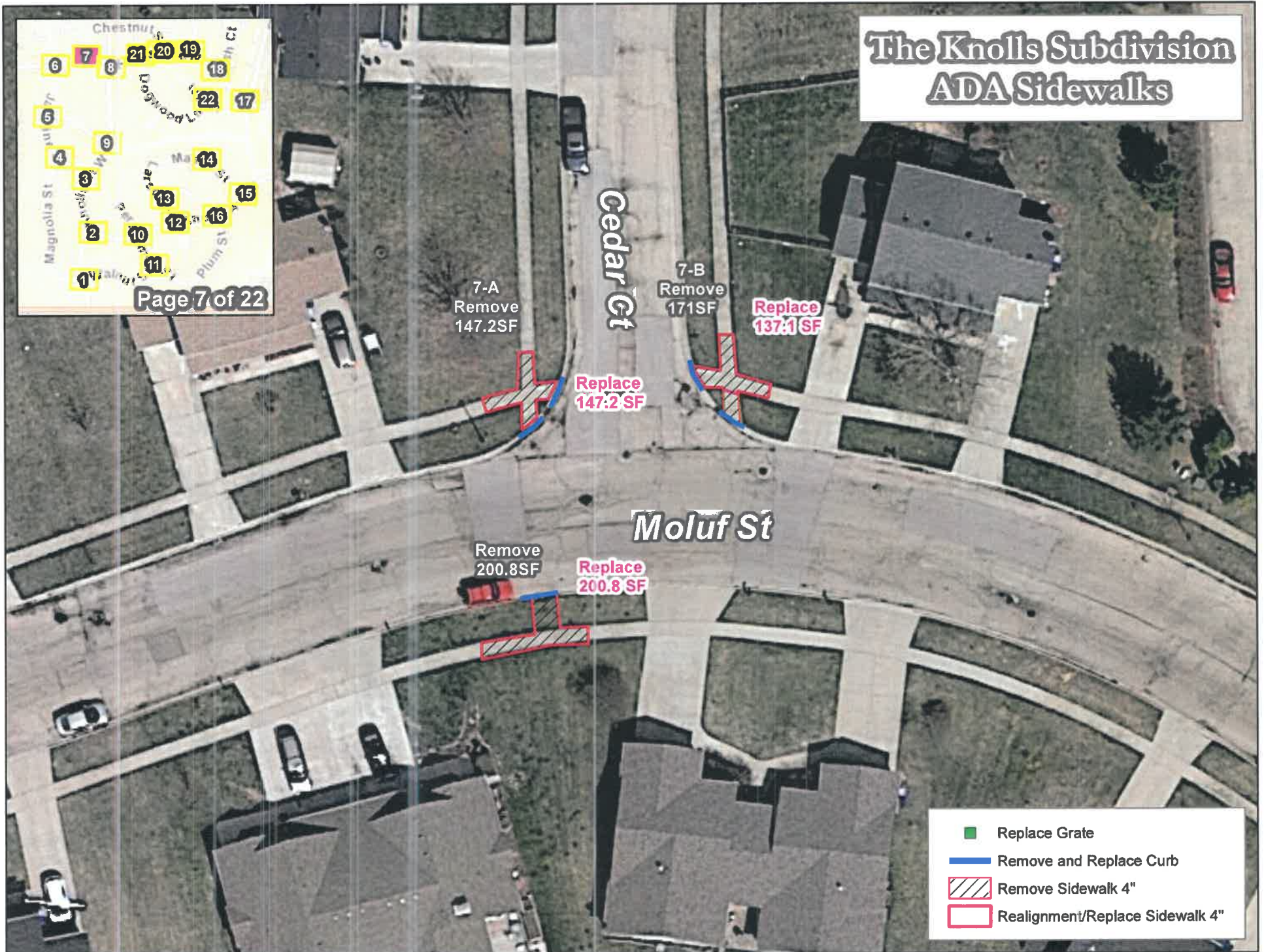
Replace
173.9 SF

6-C
Remove
144.3SF

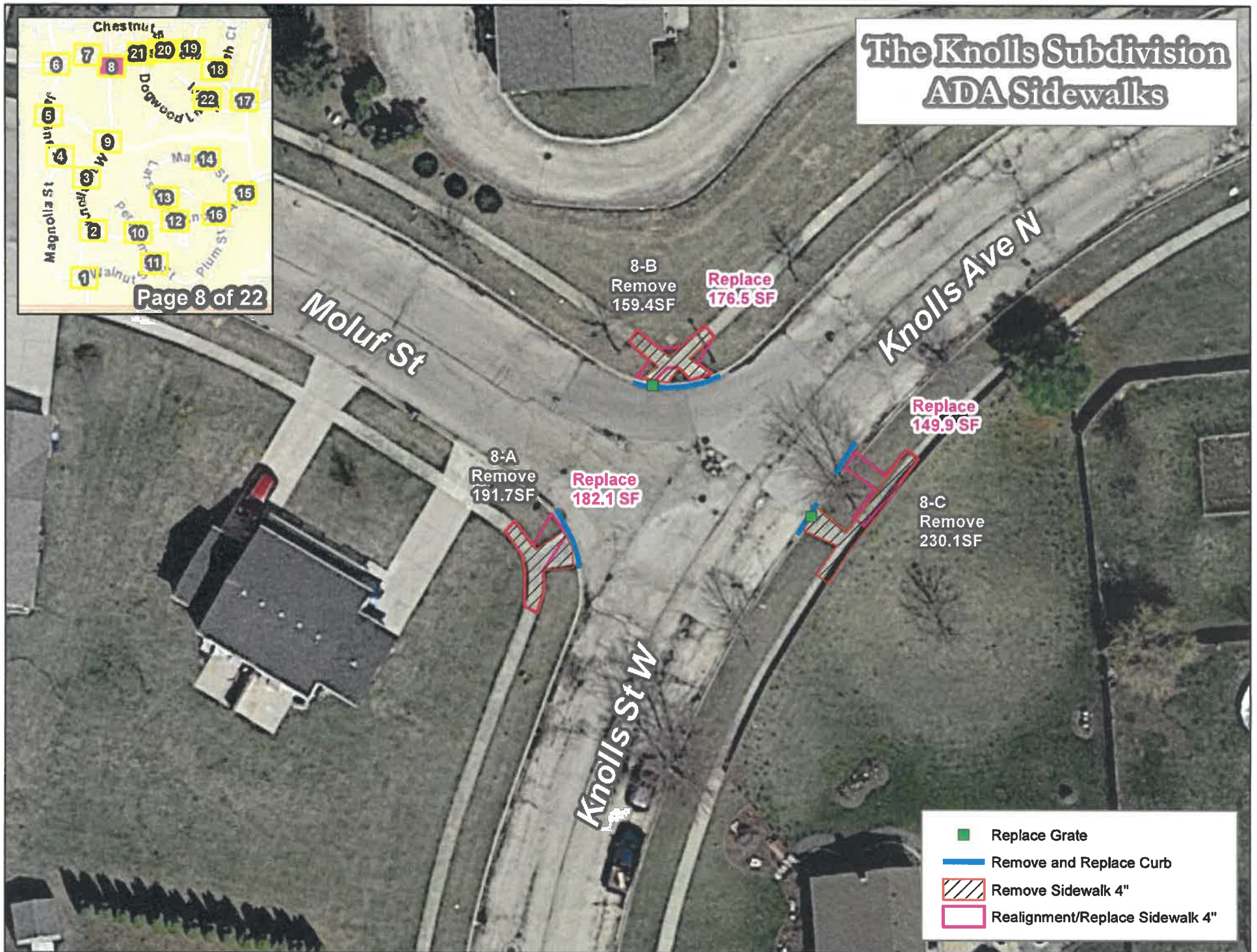
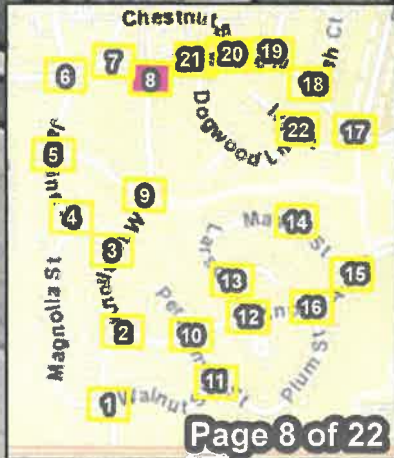
Jasmine St

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

The Knolls Subdivision ADA Sidewalks



The Knolls Subdivision ADA Sidewalks



The Knolls Subdivision ADA Sidewalks



9-B
Remove
153.1SF

Replace
146 SF

Schade Ln

9-A
Remove
164.4SF

Replace
168.2 SF

Knolls St W

Replace
148.5 SF

9-C
Remove
153.1SF

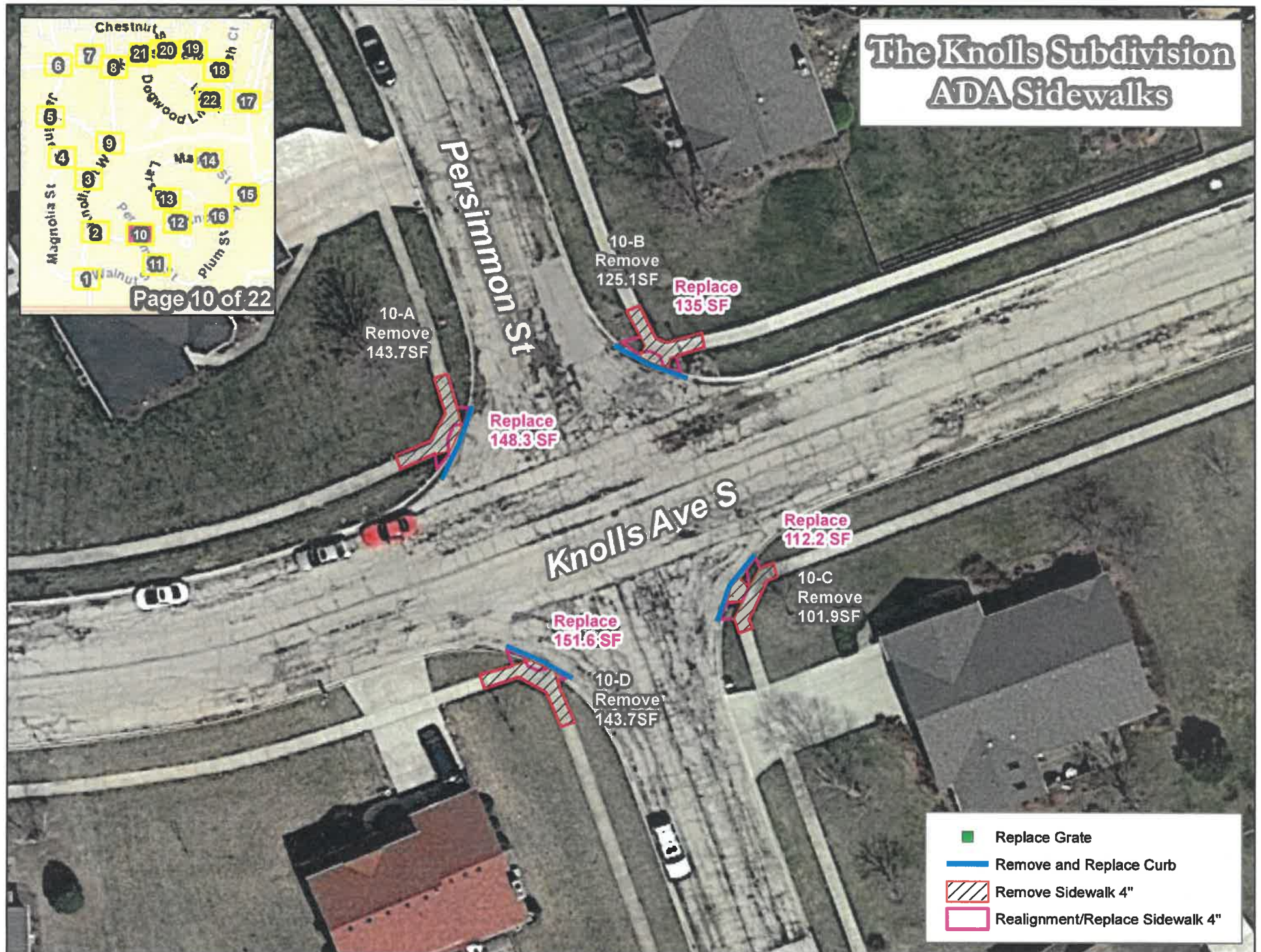
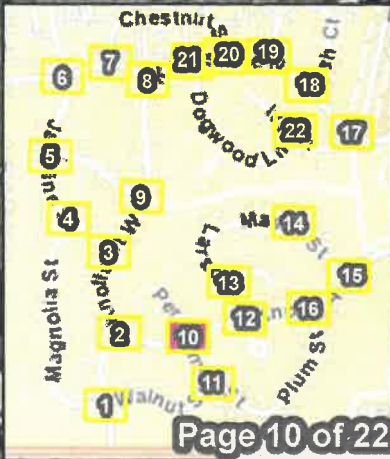
■ Replace Grate

— Remove and Replace Curb

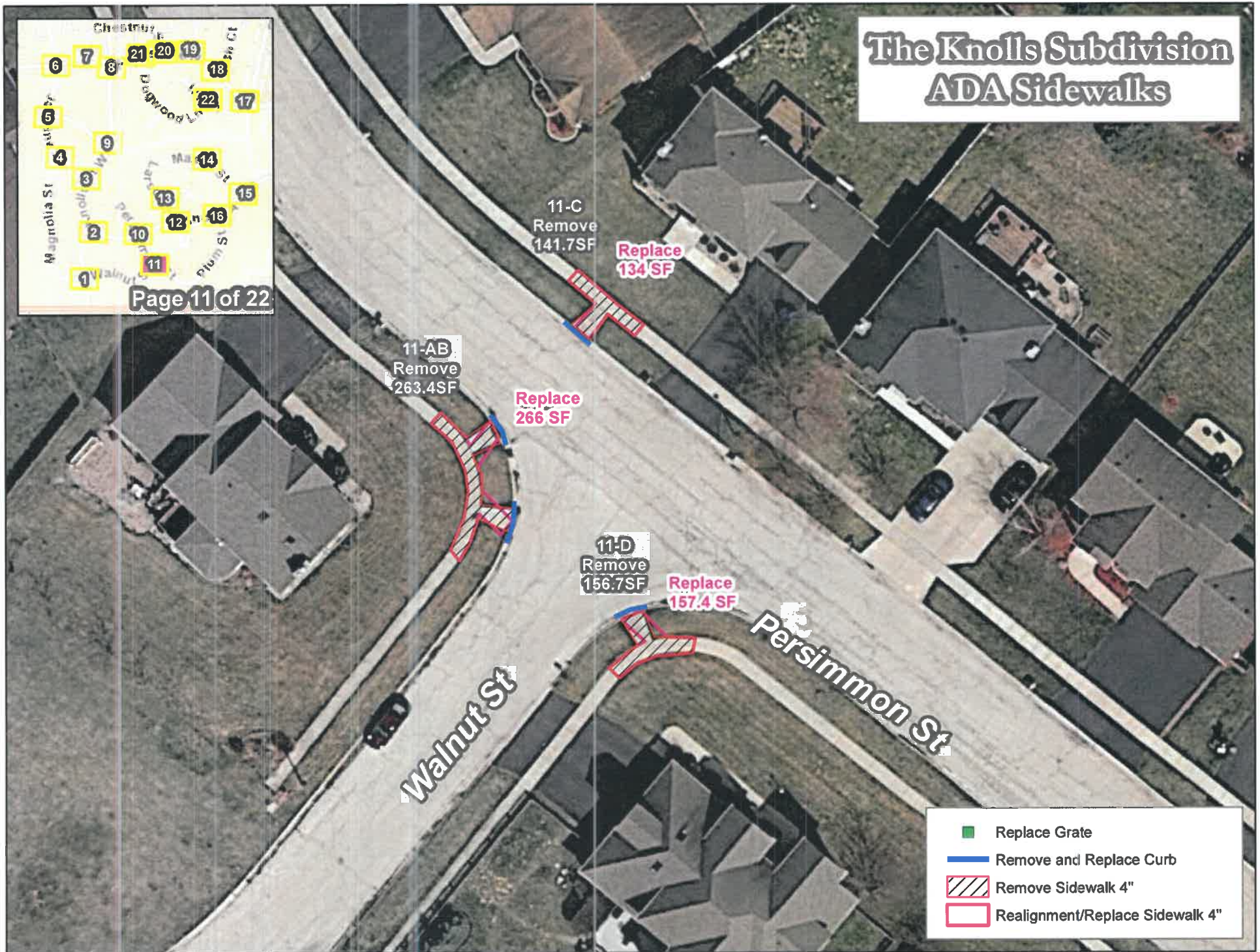
▨ Remove Sidewalk 4"

□ Realignment/Replace Sidewalk 4"

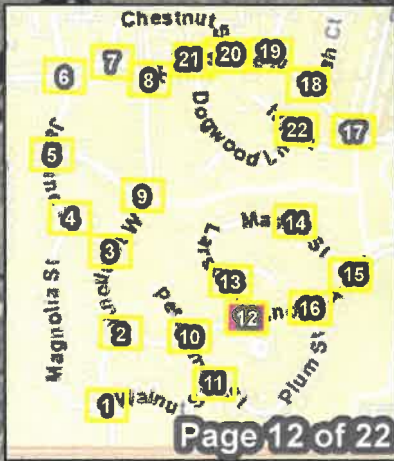
The Knolls Subdivision ADA Sidewalks



The Knolls Subdivision ADA Sidewalks



The Knolls Subdivision ADA Sidewalks



Larson Ln

12-A
Remove
103.3SF

Replace
118.2 SF

Replace
124.1 SF

12-B
Remove
107.7SF

Knolls Ave S

12-D
Remove
113.6SF

Replace
129.8 SF

Replace
121.5 SF

12-C
Remove
99.9SF

Larson Ct

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

The Knolls Subdivision ADA Sidewalks



13-B
Remove
108.9SF

Replace
121 SF

Ryan Ct

13-A
Remove
136.9SF

13-C
Remove
116.1SF

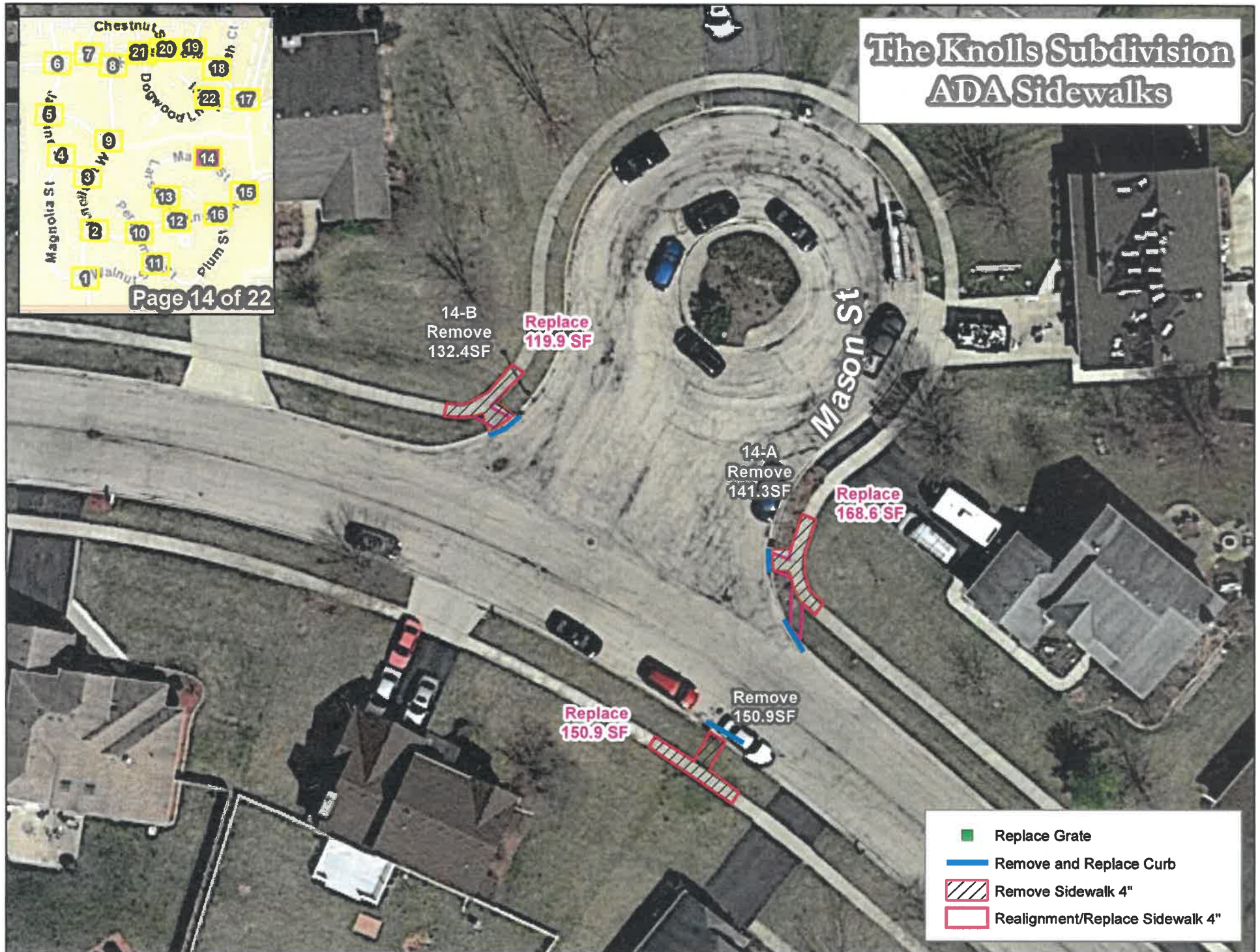
Replace
110.2 SF

Larson Ln

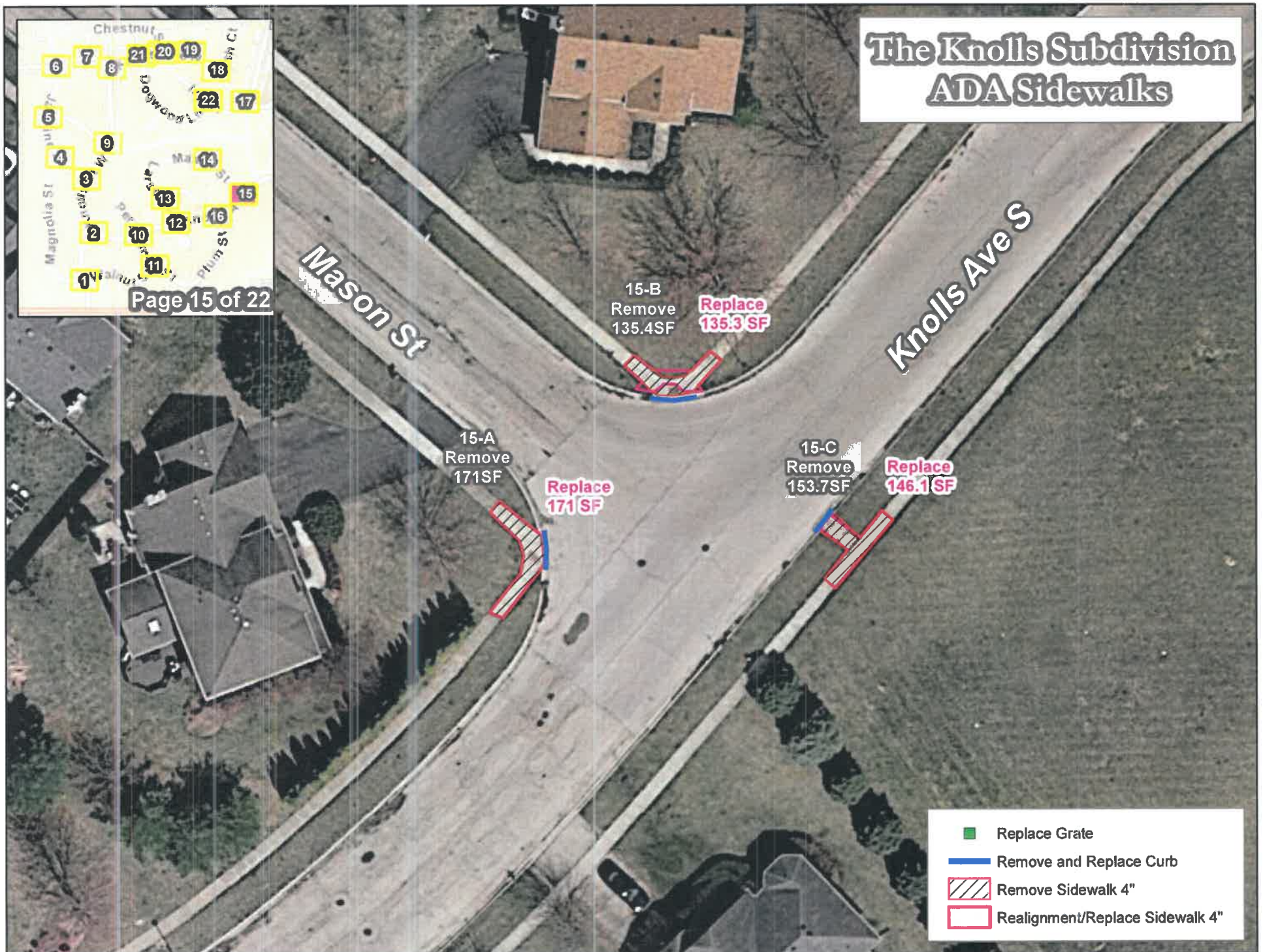
Replace
129.1 SF

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

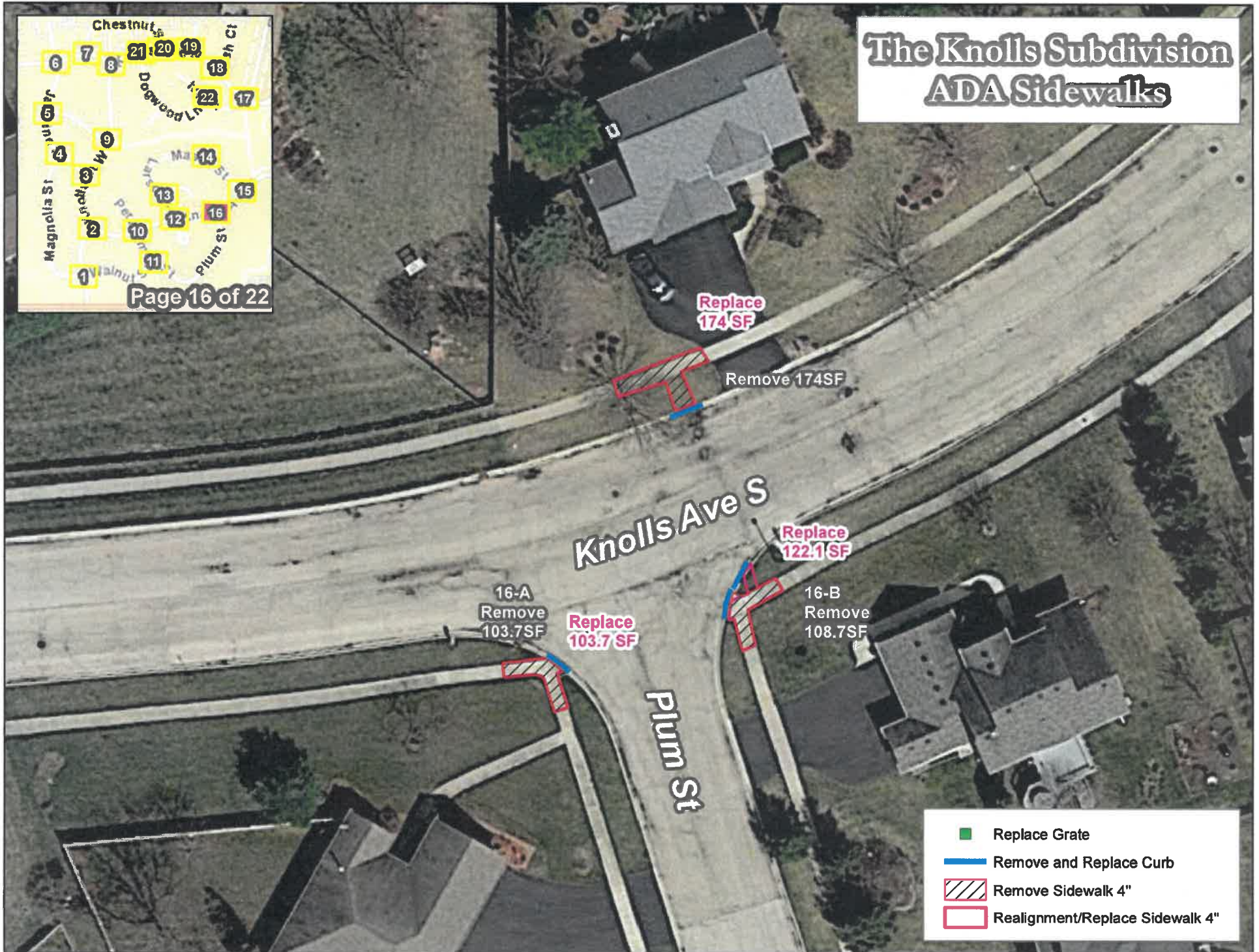
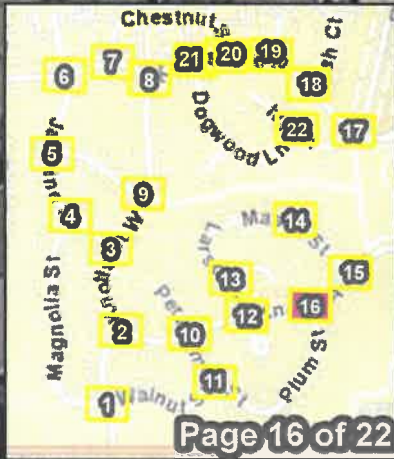
The Knolls Subdivision ADA Sidewalks



The Knolls Subdivision ADA Sidewalks



The Knolls Subdivision ADA Sidewalks



The Knolls Subdivision ADA Sidewalks



17-B
Remove
131.4SF

Replace
156.4 SF

Replace
100.8 SF

17-C
Remove
101SF

17-A
Remove
58.4SF

Replace
78.1 SF

Replace
166.5 SF

17-D
Remove
176.9SF

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

The Knolls Subdivision ADA Sidewalks



18-A
Remove
88.6SF

Replace
87.7SF

18-B
Remove
84.5SF

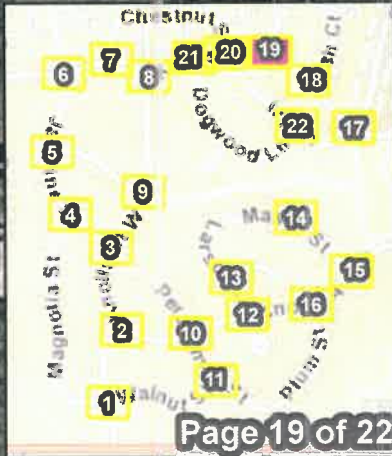
Replace
84.5 SF

Knolls Ave N

Ash Ct

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

The Knolls Subdivision ADA Sidewalks



Knolls Ave N

Barberry Ct

19-A
Remove
123.3 SF

Replace
123.3 SF

Replace
111.4 SF

19-B
Remove
110.7 SF

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

The Knolls Subdivision ADA Sidewalks



Chestnut St

20-B
Remove
141.8SF

Replace
151.7 SF

Replace
77.8 SF

20-A
Remove
85.3SF

Knoll's 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

