

AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH STANTEC ARCHITECTURE, INC., FOR SITE SELECTION SERVICES ON BEHALF OF A NEW TRANSIT MAINTENANCE AND OPERATIONS FACILITY IN AN AMOUNT NOT TO EXCEED \$264,153.

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government which 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 provision of public transit services is essential to the transportation of persons in the DeKalb Urbanized Area; and

WHEREAS, a transit maintenance and operations facility will house all transit related assets including equipment, vehicles, and staff, to provide a designated facility for the City's public transit system; and

WHEREAS, on May 16, 2019, the City issued a Request for Qualifications (the "RFQ") for Architectural, Engineering, and Construction Management Services for a Transit Maintenance and Operations Facility to support the City's public transit system; and

WHEREAS, at the conclusion of the evaluation process, the evaluation committee identified Stantec Architecture, Inc., as the most suitable and experienced vendor to complete the architectural and engineering design process for the City; and

WHEREAS, the City's corporate authorities find that approving a professional services agreement with Stantec Architecture, Inc. for the site selection process on behalf of a new transit maintenance and operations facility is in the City's best interests for the protection of the public health, safety, and welfare; and

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


SECTION 1: The City's corporate authorities authorize, approve, and direct the Mayor or City Manager to enter into an agreement with Stantec Architecture, Inc. in the same or substantially similar form attached hereto and incorporated herein as Exhibit A, subject to any changes acceptable to them with the recommendation of City staff, and to thereafter site selection services on behalf of a transit maintenance and operations facility in an amount not to exceed \$264,153.

SECTION 2: 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 provisions 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 corporate authorities of the City of DeKalb that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, that this resolution shall supersede state law in that regard within its jurisdiction.

SECTION 3: 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 23rd day of August 2021 and approved by me as Mayor on the same day. Passed by 7-0-1 roll call vote. Aye: Morris, Larson, Smith, Perkins, McAdams, Faivre, Barnes. Nay: None. Absent: Verbic.




COHEN BARNES, Mayor

ATTEST:


Ruth A. Scott, Executive Assistant

EXHIBIT A
(Stantec Agreement)

Professional Services (Advisor) Agreement for Services

THIS AGREEMENT, by and between the City of DeKalb, (the "City") and Stantec Architecture Inc. (the "Contractor"), with the City and Contractor agreeing as follows:

A. Services:

Contractor agrees to furnish to the City the following services:

See attached Exhibit A

Contractor represents that it possesses the skills and knowledge necessary to provide all such services and understands that the City is relying upon such representation. Contractor further acknowledges that the description of services contained herein is an integral part of this Agreement and may not be modified except in accordance with a modification to the terms of this Agreement.

B. Term:

Services will be provided as needed and directed by the City beginning on the date of execution of this agreement and continuing until work is completed or until terminated pursuant to this Agreement. Upon termination the Contractor shall be compensated for all work performed for the City prior to termination and shall provide to the City all work completed through the date of termination. The City's issuance of a notice of termination shall function as a stop work order, beyond which the Contractor shall not incur any additional costs without the City's express written permission. The City may terminate this Agreement for any reason, without cause, upon giving thirty (30) days written notice to Contractor. Contractor may terminate this Agreement for cause only upon the City's material breach of this Agreement and failure to cure said breach within 30 days after receiving Contractor's written notice of said breach.

C. Compensation:

Contractor shall receive as compensation for all work and services to be performed herein, an amount based on the fee schedule attached hereto as Exhibit B. Any payment made to the Contractor shall be strictly based on quantum meruit. The Contractor shall submit to the City a detailed breakdown and invoice of all charges, including detail of past payments and amounts remaining due, accurate to the date of the invoice, with each request for payment. Any additions to or deductions from the approved total amount of the contract, and any out-of-scope work shall require prior, written approval from the City. Any work performed without the City's express written consent shall be solely at the expense of the Contractor. The parties acknowledge the ongoing COVID-19 pandemic and agree that the contract price may not reflect schedule or cost impacts resulting from future unanticipated changes in the pandemic's effects. To the extent that there are cost or schedule impacts resulting from such changes, the Contractor shall provide notice of same to the City in a request for an equitable change order, which shall not be unreasonably denied.



The following optional provisions apply if checked:

- This work is to be completed on a time and materials basis in accordance with the rate schedule attached in Exhibit B.
- This work is to be completed subject to a not-to-exceed price of \$10,000 per fiscal year.
- The Parties expressly acknowledge that this Agreement is being entered into pursuant to the City Manager's spending authority, and in no event shall the sum of all charges contemplated herein, inclusive of all fees, expenditure reimbursements or other payments of any kind, exceed Ten Thousand Dollars (\$10,000.00). Unless and until the City provides written notice to Contractor that this agreement has been ratified, approved or amended by the City Council and can exceed that threshold, this Agreement shall be deemed to terminate automatically, without any obligation for further notice, work or payment, upon reaching the threshold. Contractor shall provide the City with written notice when the total amount charged hereunder has reached or exceeded Fifteen Thousand Dollars (\$15,000.00).

D. Changes in Rates of Compensation (and Prevailing Wages):

If the Contractor seeks to impose any change in the fee schedule (whether in terms of hourly fee or lump sum fees), then the Contractor shall provide not less than 90 days written notice of its intent to change its fee schedule, and any such change in fee schedule shall require the approval of the City. The Parties acknowledge that this Agreement is for professional services and is not subject to the Illinois Prevailing Wage Act. Contractor shall indemnify and hold harmless the City from any claims arising out of or relating to any actual non-compliance with the requirements of the Prevailing Wage Act.

E. Ownership of Records and Documents / Confidential Information:

Contractor agrees to keep and maintain all books and records and other recorded information required to comply with any applicable laws, including but not limited to the Prevailing Wage Act. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. Contractor further agrees to keep as confidential any information belonging or relating to the City which is of a confidential nature, including without limitation information which is proprietary, personal, required by law to be confidential, or relates to the business, operations or accounts of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the Freedom of Information Act or if previously disclosed by a third party. Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1, et seq. (the "Act") requires the City to produce certain records that may be in the possession of Contractor. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to Contractor before receipt of same from the City; or (b) becomes publicly known other than through Contractor; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order. Contractor shall comply with the record retention and documentation requirements of the Local Records Act 50 ILCS 205/1, et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, the City). Contractor shall review its records promptly and produce to the City within two business days of contact from the City the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time do so, and the City will, if time and abasis for extension under the Act permits, consider such extensions.



F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue and jurisdiction for any legal action arising out of or related to this Agreement shall be exclusively fixed in the DeKalb County Circuit Court, DeKalb County, Illinois.

G. Independent Contractor:

The City's relationship to the Contractor under this Agreement shall be that of an independent contractor. The Contractor acknowledges that neither it nor its personnel shall be acting as an employee or official representative of the City. The City shall have no liability for Contractor's selection of personnel, employees or subcontractors, nor for the presence of dangerous conditions on any real property where Contractor is employed.

Contractor shall have sole control over the manner and means of providing the work and services performed under this Agreement. Contractor will not be considered an employee to the City for any purpose. The parties agree that the Contractor is exclusively responsible for the determination of what work is required to complete the tasks outlined in Scope of Work, and for the means and methods of completing such work. The City's compensation to Contractor shall be limited to that described in Exhibit B, and the City shall not reimburse any expenses, provide any benefits, withhold any employment taxes or otherwise have a financial relationship with Contractor other than payment of the stated compensation. The Contractor shall be solely responsible for withholding of taxes, providing employee benefits, or otherwise complying with applicable laws relating to its employees or contractors.

In the event that the City determines, in its reasonable discretion, that it is economically advantageous for the City to provide certain supplies or tools for use by Contractor in lieu of paying Contractor to provide the same, the City and Contractor agree that Contractor shall then utilize the City's equipment or supplies according to its own determination of their best and appropriate use. Contractor shall be responsible for Contractor's personnel, training, instruction, and related matters. Contractor shall be responsible for determining its sequence of performance for required work. Contractor's work shall be evaluated by the City based upon the end result of such work. Contractor shall be responsible for any expenses incurred by Contractor in the performance of its work, and shall not be authorized, expressly or impliedly, to obligate the City on any debt, contract or other agreement whatsoever. In the event that Contractor is compensated on an hourly basis under the terms of this Agreement, the City and Contractor agree that Contractor's compensation is usual and customary, based on the terms that Contractor offers its services to the market in general.

H. Certifications:

Executing this Agreement constitutes acknowledgment, acceptance, and certification of the accuracy of the following certifications, and any other certifications required under any applicable law relating to the performance of this Agreement, which the Contractor is responsible for identifying and complying with:

Sexual Harassment: The Contractor certifies that it is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.



Tax Delinquency: The Contractor certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1 and is not delinquent in the payment of any tax, charge or obligation to the City of DeKalb.

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) • (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Employment of Illinois Workers on Public Works Act. If at the time the Contract Documents are executed, or if during the term of the Contract Documents, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*, (hereinafter referred to as “the Act”), CONTRACTOR, its consultants, contractors, subcontractors and agents agree to employ Illinois laborers on this Project in accordance with the Act. CONTRACTOR understands that the Act defines

(a) “period of excessive unemployment” as “as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures”, and (b) “Illinois laborer” as “any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.” See 30 ILCS 570/1. Contractor understands and agrees that its failure to comply with this provision of the Contract Documents may result in immediate termination of the Contract Documents.

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting: The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating) or a similar law of another state or of the federal government.

Prevailing Wage: The Contractor certifies that it shall comply with all applicable provisions of the Prevailing Wage Act, and further certifies that it is not in violation of said Act and has not been barred from bidding on this proposal by virtue of a past violation of the Act. A copy of the most recent available list of prevailing wages is attached hereto or has been provided to the Contractor. The Contractor is responsible for regularly updating said list as new prevailing wage rates are made available by the City or by the Illinois Department of Labor. The Illinois Department of Labor posts regular updates to prevailing wage rates on its official website, which is currently www.illinois.gov/idol. This notice is given pursuant to 820 ILCS 130/4 and the balance of the Illinois Prevailing Wage Act, which is incorporated herein by reference as if fully restated.



Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Contractor further certifies that it maintains a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635

Responsible Contractor Requirements: The Contractor certifies that it complies with the Illinois Procurement Code and the provisions of Section 30-22 thereof relating to apprenticeship and training, if applicable.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract. The Contractor acknowledges that neither it nor the City shall discriminate on the basis of any protected classification.

Record Retention and Audits: If 30 ILCS 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials. Notwithstanding the foregoing, the Illinois Auditor General's right to inspect, copy and audit shall not extend to the composition of the Contractor's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she/it is a: ☐ United States Citizen or Corporation ☐ Resident Alien ☐ Non-Resident Alien. The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification: Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is 56-2220906 and is doing business as a (check one): ☐ Individual ☐ Real Estate Agent ☐ Sole Proprietorship ☐ Government



Entity ☐ Partnership ☐ Tax Exempt Organization (IRC 501(a) only) ☒ Corporation ☐ Not for Profit Corporation ☐ Trust or Estate ☐ Medical and Health Care Services Provider Corp. Authorized in Illinois: The Contractor certifies that it is authorized to lawfully transact business in the State of Illinois, under all applicable Illinois laws and regulations. The Contractor certifies that it shall comply with the Corporate Accountability for Tax Administration Act, 20 ILCS 715/1, *et. seq.* Where applicable, the Contractor certifies that it is not barred from bidding by virtue of having been adjudicated to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act within the five years preceding this bid, pursuant to 415 ILCS 5/1, *et. seq.* The Contractor further certifies that it is in compliance with all applicable requirements of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/1, *et. seq.*

Export Administration, Supplies, Labor: The Contractor certifies that neither it nor any substantially owned affiliate is participating, nor shall participate, in an international boycott which is in violation of the provisions of the US Export Administration Act of 1979 or the regulations of the US Department of Commerce promulgated under the Act, including but not limited to the requirements of 30 ILCS 582/5. The Contractor further certifies that no foreign made equipment, materials or supplies furnished under the proposal or agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor, nor made in whole or in part by the labor of any child under the age of 12, under penal sanction pursuant to 30 ILCS 583/1 and 30 ILCS 584/1. The Contractor certifies that steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the City Manager grants an exception to said requirement, pursuant to 30 ILCS 565/1, *et. seq.*

General Compliance and Certification: The Contractor certifies that it has and will comply with all other applicable laws, regulations, ordinances or restrictions applicable to any component of the bidding process, agreement, or any services or materials provided in connection therewith. The Contractor acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules and regulations, and that it shall indemnify and hold harmless the City of DeKalb from any claim, liability or damages arising out of the failure to identify or comply with any such applicable legal restriction.

I. Indemnification:

The Contractor shall be responsible for any and all damages to property or persons to the extent caused by the Contractor's negligent act, errors and/or omissions in the prosecution of the work or failure to prosecute the work and shall indemnify and hold harmless (but not defend) the City, its officers, and employees from all actions, claims or damages resulting therefrom. The Contractor shall assume all restitution and repair costs arising out of its negligent act, error and/ or omission.

The Contractor agrees to indemnify, and hold harmless (but not defend) the City and its elected or appointed officials, employees, and attorneys (collectively, the "City Indemnitees") against any and all losses, damages, injuries, liabilities, court costs, and reasonable attorney's fees, including any claims made by employees of the Contractor or any of their subcontractors, as well as all other persons, arising out of, related to, or resulting directly from this Agreement, to the extent such losses, damages, injuries, and liabilities are caused by the negligence of the Contractor. This Agreement shall apply to any and all such damages, except for those caused by City Indemnitees' intentional misconduct. This indemnification shall survive the termination of this Agreement and apply to the fullest extent of the law. In the event that any provision hereof is determined to be unenforceable, the indemnification obligations shall be severable and the fullest extent of indemnification that may lawfully apply shall remain in full force and effect. This indemnification shall include any claims arising out of the erection, construction, placement or operation



of any scaffold, hoist, crane, stay, ladders, support or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon Section 414 or Section 343 of the Restatement (Second) of Torts. This indemnification shall not be limited in any way by limitations on the amount or type of damages, compensation, or benefits payable by or for the Contractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp*, 146 Ill.2d 155 (1991). Notwithstanding anything foregoing to the contrary, the Parties shall not indemnify each other for any liabilities, damages, costs or expenses resulting from the other party's own willful misconduct or negligence. The City does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 *et seq.*, or other such immunity statute or common law, by reason of indemnification or insurance.

J. Insurance, Licensure and Intellectual Property:

The Contractor shall comply with all insurance requirements described on the attached Exhibit C. The Contractor agrees and warrants that it has procured all licenses, permits or other official permissions required by any applicable law to perform the services contemplated herein, that it will procure all additional licenses, permits or other official permissions hereafter required by law during the term of this Agreement, and that it will keep all such licenses in effect during the term of this Agreement. The Contractor shall provide a copy of any such licenses or permits upon request. All such insurance and licensure shall be provided at the Contractor's sole expense. Contractor also warrants that it has complete ownership or authorization/entitlement to any intellectual property, software, images or other such items used in the performance of its work under this Agreement, and that it shall transfer to the City, unrestricted, the ability to modify, amend, publicize or otherwise utilize any intellectual property provided to the City under this Agreement unless the City expressly preapproves in writing a limitation to these provisions.

The Contractor shall not commence work under this Contract until they have obtained all insurance required and such insurance has been submitted to and approved by the City, nor shall the Contractor permit any Subcontractor to commence work on any subcontract until the same insurance has been obtained by the Subcontractor. The Company and all Subcontractors shall maintain their insurance in place for not less than two (2) years following completion of all work required under this Contract.

Upon full payment of all monies owed to the Contractor, all drawings, specifications, reports and any other project documents ("Work Product") prepared by the Contractor in connection with any or all of the services to be furnished thereunder shall be delivered to the City for the express use of the City. The Contractor shall have the right to retain original documents but shall cause to be delivered to the City such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans and specifications shall be the sole property of the City upon full payment of all monies owed to the Contractor unless otherwise specified in the negotiated agreement. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Contractor harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any modification of the Work Product by the City. The Contractor agrees that basic survey notes and sketches, charts, computations and other data prepared or obtained by the Contractor pursuant to this Agreement shall be made available, upon reasonable request, to the City without cost and without restriction or limitation as to their use. All field notes, test records, and reports shall be available to the City upon reasonable request.

K. [INTENTIONALLY OMITTED]



L. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibit A and Exhibit B. Except for those terms included on Exhibit A and Exhibit B, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. The City reserves the right by written amendment to make changes in requirements, amount of work, or time schedule adjustments. The Contractor shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. The City may, at any time by written order, require the Contractor to stop all or part of the services required by this Agreement. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. If the Contractor identifies any costs associated with the suspension of services, such costs must be expressly approved by the City in writing, or they shall be the sole expense of the Contractor.

M. Notices:

All notices required to be given under the terms of this License shall be given in writing, addressed to the parties as follows:

For the City:

City Manager
City of DeKalb
164 E. Lincoln Hwy.
DeKalb, IL 60115

For the Contractor:

Ken J. Anderson
Stantec Architecture, Inc.
3001 Washington Blvd., Suite 500
Arlington, VA 22201

Either of the parties may designate in writing from time-to-time substitute addresses or persons in connection with required notices.

N. Subcontractors and Third Parties:

Contractor shall not assign or subcontract for the performance of any obligation under this Agreement, except with the express, written preapproval of the City, which consent may be withheld in the City's reasonable discretion. Should Contractor assign any obligation arising under this Agreement with the consent of the City, the Contractor shall remain to be primarily liable to the City for the performance of the obligation in question, and further shall be liable for ensuring that the subcontractor(s) comply with all obligations arising under this Agreement as if the subcontractor(s) was/were the Contractor itself. Further, should Contractor request to assign the performance of any obligation arising hereunder to a subcontractor, Contractor expressly provides its consent to the City contracting directly with such proposed subcontractor (or another subcontractor acceptable to the City) for the performance of such work, and to the amendment of this Agreement to reduce the scope and cost accordingly.

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall it inure to the benefit of any third party.

O. Progress Reports:

Contractor shall report to the City Manager or her designee, and shall submit written progress reports identifying, in detail, the extent of work completed, the percentage of project completion, and project status, accompanying any invoice submitted to the City. Contractor shall also provide additional written or verbal progress reports to the City upon request, at any time, without additional charge. The Contractor shall attend conferences and visit the site of the work as may be outlined in the Request for Proposal and at any reasonable time when requested to do so by the City, at no additional charge.



P. Conflicts:

Contractor may continue to represent or undertake to represent existing or new clients in those matters that are not substantially related to Contractor's work for the City, even if the interests of such clients in those matters are directly adverse to the City. Contractor agrees however that the City's prospective consent to conflicting representation contained in this paragraph shall not apply in any instance where, as a result of Contractor's representation of the City, Contractor has obtained sensitive proprietary or other confidential information of a non-public nature that, if known to any such other client of Contractor, could be used in any such other matter by such client to the material disadvantage of the City. Contractor and the City covenant to work in good faith to identify any current or prospective conflicts, and to negotiate in good faith to resolve or waive such conflicts, or to limit or terminate services under this Agreement so as to avoid such conflicts.

Q. Inspections or Observation:

Where services provided herein relate to the observation of items or projects constructed by third parties on behalf of the City, whether with respect to the compliance of those items with applicable codes or its acceptable construction as a public or private improvement, the Contractor shall not serve as a guarantor of any third party, public or worker safety. The Parties acknowledge that the Contractor shall have a duty to identify defects or non-compliance with applicable standards and to report such information to the City, and where such defects or non-compliance require immediate remediation, to make such report immediately upon observation of the condition. Such duty shall also extend to properly documenting the observed condition whether through report, photography, video or other medium. However, the Contractor shall not be responsible for the means, method or sequence of work that any third-party employs, nor for review or recommendation of applicable workplace safety rules, regulations or suggestions. The Parties expressly disclaim the existence of any third-party beneficiary from the Contractor's services hereunder (where relating to inspection or observation as defined herein), it being recognized that the services contemplated herein require reporting of information to the City as the client of Contractor, and not to any other party.

R. Force Majeure:

Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, pandemic or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the City of its obligation to pay the Contractor for services rendered. This provision applies, without limitation, to any impacts caused by, resulting from, or arising out of the COVID-19 pandemic, which was declared a worldwide pandemic by the World Health Organization on March 11, 2020. Notwithstanding the foregoing to the contrary, the parties stipulate that the COVID-19 pandemic is reasonably foreseeable at the time of this Agreement and shall not relieve the parties of their duty to perform hereunder except in extraordinary unforeseeable events.



S. Limitation of Liability and Waiver of Consequential Damages:

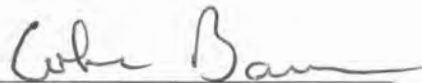
The total amount of all claims the City may have against the Contractor under this Agreement or arising from the performance or non-performance of the services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation, and breach of contract, shall be strictly limited to the greater of the fees, \$1,000,000, or applicable limits of the insurance coverage required by this Agreement. As the City's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Contractor and not against any of the Contractor's employees, officers or directors.

Neither the City nor the Contractor shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

Agreed to this 23rd day of August, 2021.


City of DeKalb

Contractor



City Mayor





Executive Assistant

Ken J. Anderson
Senior Principal, Stantec



Exhibit A:

Description of Work



SCHEDULE “A” SCOPE OF SERVICES

RFQ No TRANSIT-02

City of DeKalb

**ARCHITECTURE, ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES for a
NEW MAINTENANCE & OPERATIONS FACILITY**

Phase 1, Part 1

August 5, 2021

Project Introduction and Assumptions:

The City of DeKalb, IL has engaged the services of Stantec Architecture, Inc. (Stantec) with the intent to create a new, cost-effective, functional, and aesthetically pleasing Transit Maintenance and Operations Facility (“Operations Facility” to include maintenance and administration) to accommodate the City, the DeKalb Urbanized Area, and the Northern Illinois University (NIU) operational needs. The program envisioned for the expansion is intended to meet current needs, as well as future demands of anticipated growth over the next thirty (30) years for the maintenance, administration, and operations departments of both operators.

The facility design shall allow continuation of two (2) contract operators with separate maintenance areas, dispatch areas, and administrative offices. The City Transit Department, less than five (5) administrative personnel, will also occupy the facility. The current fleet consists of 51 vehicles comprised of minivans, light duty, medium duty, super medium duty, and heavy-duty buses. Expansion in the next three (3) years will increase the vehicle fleet to approximately 60 vehicles.

It is understood that the City will identify three (3) areas within City limits for the Stantec team to evaluate. Within the three areas identified by the City, Stantec shall recommend three (3) locations as potential sites to house the Operations Facility. Each site shall be initially analyzed for any “critical flaws” and then further evaluated via a two-step weighted evaluation matrix that will include a set of parameters determined jointly by Stantec and the City of DeKalb. Examples include site size, location, egressing, deadhead impact, on and off-site needs, acquisition cost, and its complement to the surrounding environment including applicable historical context.

The project includes acquisition of a site for the proposed Operations Facility. Stantec is not responsible for the acquisition of the selected site as part of this contract. Stantec will assist the City in the City’s acquisition of the site. It is understood that acquisition may not be necessary if the selected site is owned by either the City or NIU.

The project will be designed to complement the surrounding environment and if applicable the potential historical context.

The project will have a sustainability charrette to review options for a sustainable and resilient facility.

The following scope of services corresponds directly to Phase 1, Part 1 regarding the City's intent for Stantec to provide programming, needs assessment, and site selection.

Phase 1, Part 2 shall include master site planning, FTA NEPA documentation, schematic building design, and preliminary budgetary cost estimating and shall occur after completion of Phase 1, Part 1 pending Council review and approval.

Scope of services and fee development for Final architectural and engineering design, building and site permitting, bid phase services, construction administration, commissioning and project close-out (Part Three and Four of the RFQ), hereafter referred to as Phase 2, will be developed in a future document.

Stantec shall be required to comply with the adopted City of DeKalb and Illinois state code requirements, as applicable.

Scope of Services Phase 1, Part 1:

PART 1 – PROGRAMMING, NEEDS ASSESSMENT, AND SITE SELECTION

Task 1.0 Project Kick-Off, Project Management and Team Coordination

- 1.1 Within three (3) weeks of receiving the Notice to Proceed, Stantec will schedule an online project kick-off meeting with City staff to review the scope of work, project schedule, and will provide the City with a list of required documents to facilitate the planning and design of the project. An agenda will be prepared and minutes will be summarized and distributed by Stantec.
- 1.2 Throughout the life of the project, Stantec's Project Manager will provide updates no less than bi-monthly to project schedules, coordinate responses to queries and serve as the primary client contact for the DeKalb City Project Manager. This will assist in facilitating consistent and timely communication among the project team.

Task 2.0 Preliminary Programming

- 2.1 Stantec will begin this phase of the project by reviewing any initial programming, or planning information completed to date. Project information, schedules, budgets and priorities can be fluid, so although an extensive amount of work has no doubt been done to date, Stantec will review it with 'fresh eyes', and through interactive

discussion and collaboration look for new ideas to create the best facility possible to meet the needs of the City.

- 2.2 Program Questionnaires – Stantec will issue program questionnaires to the City (and NIU, if needed) for distribution to key user group and department representatives as determined by the City's Project Manager. It is our understanding we will be programming and designing for the following departments: Transportation Operations (Fueling/Wash, Operations, Dispatch, Vehicle Storage, etc.), Administration, Maintenance (Parts, Vehicle Storage, Equipment, etc.) and Facilities. The questionnaires are intended to collect all relevant information associated with the functional operation of each department, and will address staff numbers, space needs, vehicle count, storage, yard, and other requirements. Any additional information that helps the Stantec design team capture their total space needs is requested. Stantec will review these questionnaires before conducting the Programming interviews.
- 2.3 Space Needs Programming – Stantec's Facility Architects and Industrial Design specialists will lead the space needs review and programming task. Over a two-day period, Stantec will conduct programming meetings, each anticipated to be 1-2 hours in length, as needed, with each user group being housed in, or using the proposed facilities. These meetings will occur in a place of your choosing, convenient to City staff. Ahead of the meetings, Stantec will issue the preparatory questionnaires aimed at capturing your existing inventory (equipment, staff numbers, office needs, vehicles, etc.), and planning for future growth. The site needs will include yard and parking, but also landscaping as required by local jurisdictional agencies, retention/detention, etc. The questionnaires and interview meetings will be incorporated into the Facility Space Needs Program.
- 2.4 Draft Facility Space Needs Program – A Draft Facility Space Needs Program will be prepared for all the facilities which will include the space needs, a narrative description of the major functions, bubble diagram indicating adjacencies of spaces, and other requirements for each space. We will review this draft with the City, staff, and users in a meeting. The City will have ten (10) business days to review the report and provide feedback to Stantec.
- 2.5 Final Facility Space Needs Program – After review of the Draft Program with the City, Stantec will incorporate comments in a Final Report. The Final Report will be used in the development of the Site Selection and Evaluations, and Building Planning outlined in future Tasks.
- 2.6 Stantec will require the City to provide organization chart(s), existing facility plans,

vehicle/fleet information such as vehicle type, make and model, wheelbase(s), fuel type, bulk fluid MSDS and monthly/annual throughput.

Meetings: Stantec will attend one (1) onsite meetings (Questionnaire Interviews), and two (2) remote Skype or other electronic platform meetings during this phase

Task 3.0 Site Selection

3.1 Site Selection – EEI and Stantec will evaluate 3 possible sites for the facility based on forthcoming direction from the City. The three locations are anticipated to be in the western, northern, and/or eastern portion of the City. The chosen sites will be evaluated in the following categories:

3.1.1 Operations

- Location within service area
- Program Compliance
- Adjacency to Existing or Planned Transit Service
- Deadhead Analysis
- Impacts to adjacent developments, users, and occupants

3.1.2 Acquisition

- Ownership and Availability
- Development Cost
- Purchase Cost (if applicable)
- Title Search

3.1.3 Developability

- Jurisdictional Authorities
- Zoning & Comprehensive Plan
- Ecological Resources through EcoCAT
- Historical Resources through IDNR-SHPO

3.1.4 Feasibility

- Available Land Area
- Vehicular Access
- Access to Utilities with Field Verification
- General Topography (LiDAR Only)
- Drainage with Field Verification
- General Soils
- Floodplains
- National Wetland Inventory Map

3.2 Scope of services for subsequent tasks will be developed and included in the Phase 1, Part 2 documentation for City approval after the time a preferred site has been

identified through the site selection process as described in Task 3.0.

Meetings: Stantec will attend one (1) onsite meetings (Site Selection), and three (3) remote MS Teams or other electronic platform meetings during this phase

Part One (1) Deliverables:

- Part One Report (Program, Needs Assessment, and Site Selection)
 - Program Documentation (questionnaires, support information, meeting minutes)
 - Identification of 3 sites for DeKalb City Council review
 - Final Program (all buildings/departments)
 - Site Selection Report with accompanying matrix that reviews the site in terms of Operations, Acquisition, Developability, and Feasibility

Scope Assumptions and Clarifications:

The following assumptions are included in this scope of work.

- The City will designate a project manager who will serve as the primary contact throughout the project and who will work to provide prompt responses to inquiries from Stantec.
- The City will provide data requested by Stantec in advance of the kick-off meeting or immediately after.
- If the project schedule is extended for reasons outside of our direct control, Stantec may incur additional costs and reserves the right to charge such costs resulting from such items as additional project management time. Any additional costs incurred would be notified and agreed in advance with the City and an Amendment will be executed by the parties.
- If Stantec is requested to provide services required because of significant changes in the project including, but not limited to, the City's schedule, City's direction, and alternative design requirements requested by the City then Stantec will be entitled to request additional fees. Any additional fees would be notified and agreed in advance with the City and an Amendment will be executed by the parties.
- The City will perform any necessary Subsurface Utility Exploration needed for design efforts around buried utilities.

Items not specifically detailed in the scope of services are excluded at this time but can be added through agreement by Stantec and the City. Items that are excluded from the scope include but are not limited to:

- Legal Services
- Real Estate/property negotiations
- Rezoning

Project Schedule

Phase 1 Tasks		Start	End
Part One (1)			
Task 1.0	Project Kick-Off, Project Management and Team Coordination	11/1/21	
Task 2.0	Preliminary Programming	11/1/21	12/10/21
	DeKalb Review	11/22/21	12/2/21
Task 3.0	Site Selection	1/4/22	2/25/22
	DeKalb Review	2/1/22	2/11/22

Schedule assumes receipt of purchase order by 11/1/21.

Fee Schedule

Tasks		Basic Services Fees	Optional Fees
Part One (1)			
Task 1.0	Project Kick-Off, Project Management and Team Coordination		
Task 2.0	Preliminary Programming		
Task 3.0	Site Selection/Verification		
Project Total			

MAY 16, 2019



REQUEST FOR QUALIFICATIONS
*ARCHITECTURAL, ENGINEERING AND CONSTRUCTION
MANAGEMENT SERVICES*

CITY OF DEKALB
200 SOUTH FOURTH STREET, DEKALB, IL 60115

REQUEST FOR QUALIFICATION – COVER PAGE

Issue Date:

May 16, 2019

Title:

Architectural, Engineering and Construction
Management Services

Reference Number:

RFQ #TRANSIT02

Issuing and Using Agency:

City of DeKalb
Attn: Sabrina Kuykendall, Transit Grants
Administrator
200 South Fourth St.
DeKalb, Illinois 60115

Proposals for Furnishing the Product(s)/Service(s) Described Herein Will Be Received Until:

2:00 PM on July 11, 2019

All Inquiries for Information Should Be Directed To: Address listed above or E-mail:
Sabrina.kuykendall@cityofdekalb.com

IF PROPOSALS ARE MAILED OR HAND-DELIVERED, SEND DIRECTLY TO:

TRANSIT DEPARTMENT, CITY OF DEKALB, 200 SOUTH FOURTH ST., DEKALB, ILLINOIS 60115.

The Reference Number, Date and Time of proposal submission deadline, as reflected above, must clearly appear on the face of the returned proposal package.

In Compliance With This Request for Qualifications And To All Conditions Imposed Therein and Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services Described Herein In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name and Address of Firm:

Date: _____

By: _____

(Signature in ink)

_____ Zip Code: _____

Name: _____

(Please Print)

Telephone: () _____

Title: _____

Fax Number: () _____

FEI/FIN Number: _____

DUNS Number: _____

E-Mail Address: _____

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DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: Written documentation of the City of DeKalb's determination that the Contractor's Work has been completed in accordance with the Contract.

Addendum/Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the solicitation documents issued by the City of DeKalb during the Solicitation period and prior to contract award.

Administrative Change: Documentation provided by COD to Contractor, which reflects internal COD procedures not affecting the Contract terms or Scope of Work.

Buyer: Individual designated by COD to conduct the Contract solicitation process, draft and negotiate contracts, resolves contractual issues and supports the Project Manager during Contract performance.

Change Documentation: A written document agreed upon by Project Managers, which if it creates a material change to the Contract term or Scope of Work shall be executed as a Contract Amendment.

Change Order: Written order issued by COD, with or without notice to sureties, making changes in the Work within the scope of this Contract.

COD: City of DeKalb

Contract Amendment: A written change to the Contract modifying, deleting or adding to the terms or scope of work, signed by both parties, with or without notice to the sureties.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between COD and the Contractor for completion of the Work.

Contract Period: The period of time during which the Contractor shall perform the Services or Work under the Contract.

Contract Price: Amount payable to the Contractor under the terms and conditions of the Contract for the satisfactory performance of the Services or Work under the Contract.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with COD for the performance of Services or Work under the Contract.

Cost Analysis: The review, evaluation and verification of cost data and the evaluation of the specific elements of costs and profit. Cost analysis is the application of judgment utilizing criteria to project from the data to the estimated costs in order to form an opinion on the degree to which proposed costs represent what the Contract should cost, assuming reasonable economy and efficiency.

Day: Calendar Day.

DBE: Disadvantage Business Enterprise.

Documentation: Technical publications relating to the use of the Work to be provided by Contractor under this Contract, such as reference, user, installation, systems administration and technical guides, delivered by the Contractor to COD.

DOT: Department of Transportation.

Final Acceptance: The point when COD acknowledges that the Contractor has performed the entire Work in accordance with the Contract.

FTA: Federal Transit Administration.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Price Analysis: The process of examining and evaluating a price without evaluating its separate cost elements and proposed profit.

Procurement Administrator: The individual designated by COD to administer the Contract and be the Contractor's primary point of contact. The Procurement Administrator has no contracting authority.

Project Manager: The individual designated by COD to manage the project on a daily basis and who may represent COD for Contract Administration.

Proposer or Offeror or Bidder: Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting a bid/proposal to perform the Work.

Provide: Furnish without additional charge.

Reference Documents: Reports, specifications, and/or drawings that is available to proposers for information and reference in preparing bids but not as part of this Contract.

RFQ or Solicitation: Request for proposals; also known as the solicitation document.

Scope of Work or Statement of Work (SOW): A section of the Request for Qualifications consisting of written descriptions of Services to be performed, or the goods to be provided, or the technical requirements to be fulfilled under this Contract.

Services: The furnishing of labor, time or effort by a Contractor, but not involving the delivery of any specific manufactured good.

Shall or Will: Whenever used to stipulate anything, Shall or Will means mandatory by either the Contractor or COD, as applicable, and means that the Contractor or COD, as applicable, has thereby entered into a covenant with the other party to do or perform the same.

Specifications or Technical Specifications: A Section of the Request for Qualifications consisting of written descriptions of Services to be performed, or the goods to be provided, or the technical requirements to be fulfilled under this Contract.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Submittals: Information that is submitted to the Procurement Administrator in accordance with the Scope of Work/Specifications.

Work: Everything to be provided and done for the fulfillment of the Contract and shall include all goods and services specified under this Contract, including Contract Amendments and settlements.

LEGAL NOTICE

May 16, 2019

REQUEST FOR QUALIFICATIONS

Architectural, Engineering and Construction Management Services RFQ #TRANSIT02

The City of DeKalb (“COD”) is seeking proposals for Architectural, Engineering and Construction Management Services. The scope of work/specifications is outlined in the Request for Qualifications (RFQ). The successful Proposer shall meet the terms and conditions set forth in this document and all other attachments.

The RFQ, which includes the procurement schedule, may be obtained by downloading the document from COD’s website found at www.cityofdekalb.com. All interested contractors should complete a Contractor’s Registration Form (contained in the RFQ) and submit to the listed person, via e-mail. All questions should be directed to:

Sabrina Kuykendall, Transit Grants Administrator
City of DeKalb
200 S. Fourth St.
DeKalb, IL 60115
(815) 748-2369
E-mail: Sabrina.kuykendall@cityofdekalb.com

All proposals must be received on or before **2:00 pm (CST) on July 11, 2019** at the address listed above.

The right is reserved to accept any proposal/bid or any part or parts thereof or to reject any and all proposals/bids. Acceptance of any proposal/bid is subject to concurrence by the Illinois Department of Transportation and the United States Department of Transportation.

Any contract resulting from these proposals is subject to financial assistance contract between the COD and the United States Department of Transportation and the Illinois Department of Transportation.

Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

Funding provided in whole or in part by the Illinois Department of Transportation “IDOT”.

INTERESTED PROPOSER REGISTRATION FORM

**ARCHITECTURAL, ENGINEERING AND
CONSTRUCTION MANAGEMENT SERVICES
RFQ #TRANSIT02**

Date: May 16, 2019
To: Interested Proposers
Subject: Architectural, Engineering and Construction Management Services RFQ #TRANSIT02

To Proposers:

The REQUEST FOR QUALIFICATIONS (RFQ) and any issued addenda(s) are available for download at www.cityofdekalb.com. Please submit this Form to sabrina.kuykendall@cityofdekalb.com with your completed contact information.

Name of Interested Proposer: _____

Name of Contact Person: _____

Title of Contact Person: _____

Street Address/Post Office Box: _____

City, State, Zip Code: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Website Address: _____

Date of Download : _____

This Form is requested to ensure that every Interested Contractor receives issued addenda(s) for this REQUEST FOR QUALIFICATIONS. Failure to register this download may result in a rejection of the quotation due to non-compliance with addenda requirements. See **ATTACHMENT C - ADDENDUM PAGE**, which must be completed and submitted with the proposal that you provide to the City of DeKalb.

Thank you for your interest. We look forward to receiving your proposal.

Sincerely,
Sabrina Kuykendall
Transit Grants Administrator
PH: (815) 748-2369

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1-1 Introduction

The City of DeKalb (“COD” or “the City”), a municipality within the State of Illinois, is designated as the grantee of all federal and state grants to support public transit within the DeKalb Urbanized Area (UZA). The Transit Department, a division of COD Public Works, provides economic, social, and environmental benefits to the community through progressive, customer focused, transportation service.

Transit service in DeKalb is provided by two contract operators: the Voluntary Action Center of DeKalb County (VAC) is a non-profit, social service agency; and Huskie Line, a fixed route system operating primarily in DeKalb.

VAC has developed an extensive flex-route and paratransit system in DeKalb and Sycamore, within DeKalb County, and adjoining counties. The service began in 1975. VAC provides flex route service in DeKalb, Sycamore, and to Kishwaukee College in Malta. VAC is under contract to the City to provide flex-route and paratransit services within the City and adjoining areas. It provides medical transportation within a 100-mile radius of DeKalb in the State of Illinois. VAC has a varied fleet ranging from automobiles to 40-foot transit buses.

Huskie Line service has been operated since 1971 by Northern Illinois University. Effective January 1, 2019 service is provided by Transdev under a contract with the City of DeKalb. A unified fare structure with coordinated schedules and free transfers exists between VAC and Huskie Line. Huskie Line has a fleet of 35-foot heavy duty buses and medium duty buses.

1-2 Purpose

The COD Request for Qualifications (RFQ) is to engage the services of an experienced and dynamic architectural firm that will provide architectural, engineering and construction management services under a task-based contract, as defined in Section 2 of this document. The tasks envisioned for this contract are aimed at creating a new transit maintenance and operations facility. The expansions are planned to meet current needs, as well as future demands of anticipated growth for the agency’s maintenance, administration and operations departments for transit service in the DeKalb area.

1-3 Proposal Submission

The proposer will submit:

- **One (1) original;**
- **Five (5) hard copies;**
- **One (1) electronic copy.**

Original and required copies, complete with all signed affidavits and certifications, will be bound together. Oversize pages used for drawings or similar purposes are allowed. The package containing the proposal must be sealed, clearly marked with the words “**Proposal for Architectural, Engineering and Construction Management Services RFQ #TRANSIT02**” and the time and date proposals are due. The City will not accept responsibility for late proposals that may be improperly routed in the mail or otherwise delivered after the prescribed date and time.

The City shall not be responsible for unintentional premature opening of a proposal that has not

been properly addressed and identified per the instructions included with this RFQ. All proposals are due **NO LATER THAN 2:00 pm (CST), July 11, 2019.**

1-4 Proposal Requirement, Format and Required Content

Proposals for the requested services will be acceptable only if a person, firm or corporation meets the following qualifications:

- Adequate experience and verifiable history providing the work required as sought through this Request for Qualifications;
- Licensure is required for professional Engineers, Architects, Landscape Architects, and other professional services as applicable. Any Architects and Engineers performing the work must be licensed Architects and Professional Engineers in the State of Illinois and must have good ethical and professional standing;
- Adequate equipment, personnel and financial resources to fulfill the agreement in a satisfactory manner within the time specified;
- Sub-contracting work tasks to others is allowed. Any contractor proposing to use corporate subsidiaries or sub-contractors must include a statement that these companies shall be properly licensed in like fashion. It will be the responsibility of the prime contractor to very license(s) of any corporate subsidiary or sub-contractor prior to contract negotiations.

Proposals shall be prepared in a clear and concise manner. Proposals should be bound simply, and sections shall be tabbed to coincide with the sections of the RFQ and pages should be numbered in each section.

There is no page limitation or minimum document size, but any information the Proposer submits is expected to be concise and relevant to the RFQ. Illustrations may be included in the proposal. Proposals that do not adhere to the required format, are difficult to read or are deemed illegible by the City may be rejected.

Proposals shall adhere to the following format and contain the following items in the order outlined below:

- A. Request for Qualification Cover Page (page 2) and all executed Attachments
- B. Cover Letter, providing the following information:
 - 1. Identification of the proposer(s), including name, address and telephone number of the appropriate contact person at each company/firm.
 - 2. Proposed working relationship among proposing companies/firms, i.e. prime-subcontractors, if applicable.
 - 3. Signature of a person authorized to bind the proposing firm/company to the terms of the proposal.
- C. Qualifications and Capabilities of the Company
 - 1. Name(s) and title(s) of all key personnel proposed for the duration of the contract. In the event that oral presentations are conducted, the designated key personnel will be required to attend along with other representatives of the Proposer.

2. Provide a brief profile of the Proposer, including its principal line of business, year founded, form of organization and a general description of the Proposer's financial condition. Identify any conditions (bankruptcy, pending merger, pending litigation, planned office closures) that may impede the Proposer's ability to complete the project.
3. Provide any information on involvement in contested environmental reviews in other completed projects and the level of assistance provided in resolving environmental issues.
4. Identify all qualifications and organizational capabilities that will establish the proposer as a satisfactory provider of the required product or service by reason of its strength and stability.
5. Identify any and all subcontractors. For each subcontractor, provide the name the company, address, contact person, telephone number and project function(s).
6. Provide current information on professional errors and omissions coverage carried by Proposer's firm, including name of insurer and amount coverage.

D. Related Experiences and References

1. This section of the Proposal should establish the ability of the Proposer to provide the required service by demonstrating competence in the performance of services to be provided. Proposers should identify or provide any record(s) of satisfactory performance on similar contracts and supportive client references. Provide examples of similar contracts that the Proposer has undertaken (indicating current status of the contract) within the last two years. For each reference cited as related experience, furnish the name, title, address, and telephone number of the person(s) at the purchaser's organization who is the most knowledgeable about the work performed.

E. Technical Proposal

1. Proposers must demonstrate their understanding of the project, describe their project approach and explain how they will meet COD's goals and objectives.
2. Provide, in narrative form, a plan of how your organization, would approach this project if awarded the contract. This should include, but not be limited to, a detail description of your team's approach and capability to handle the environmental and structural issues involved in this project.

F. Accessibility

1. Provide, in narrative form, the accessibility of those assigned to the project will meet with COD staff and complete projects in a timely manner.
2. Describe the firm's workload and current capacity to accomplish work for the COD.

1-5 Proposal Signature

Each proposal shall include the RFQ Cover Page signed by a person authorized to bind the

proposing firm to the terms of the Contract. Proposals signed by an agent are to be accompanied by evidence of that person's authority.

1-6 Inquiries

The proposer is required to show on all correspondence with the COD the following: **"Proposal for Architectural, Engineering and Construction Management Services RFQ #TRANSIT02.** Any communication with COD should be written and directed to: Sabrina Kuykendall, Transit Grants Administrator, City of DeKalb, 200 South Fourth Street, DeKalb, Illinois 60115. Written communication may also be forwarded via email to sabrina.kuykendall@cityofdekalb.com. Correspondence will not be accepted by any other means or by any other COD staff member.

1-7 Procurement Schedule

The projected schedule for this procurement is:

Request for Qualifications available:	May 16, 2019
Deadline for questions and clarifications 2:00 pm (CST):	June 13, 2019
Deadline for <u>responses</u> to questions and clarifications:	June 28, 2019
Proposals due by 2:00 pm (CST):	July 11, 2019
Interviews and Negotiation:	July 24 & 25, 2019
Recommend Contract Award at COD Council Meeting:	August 2019
Anticipated start-up date:	NLT September 30, 2019

1-8 Proposal Specifics

The Selection Committee reserves the right to reject any or all proposals.

1-9 Disadvantaged Business Enterprise (DBE) Participation

The COD has established a 10% DBE contract goal on this project. Therefore, a proposer must, in order to be responsible and/or responsive, make a good faith effort to meet the goal. The Proposer can meet this requirement in either of two ways.

- a. The Proposer can meet the goal, documenting commitments for participation by DBE firms sufficient to for this purpose.
- b. Even if it does not meet the goal, the Proposer can document adequate good faith efforts. This means that the Proposer must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part, which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

For proposers to receive credit for the use of a DBE, the Illinois Unified Certification Program (IL UCP) must certify the proposed DBE prior to submission of the proposal. It is the policy of COD that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR Part 26 shall have a level

playing field to compete fairly for DOT-assisted contracts. Contractor is encouraged to take all necessary and reasonable steps to ensure that DBE's have a level playing field to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the contractor intends to subcontract a portion of the services on the project, contractor is encouraged to contact DBE's to solicit their interest, capabilities and qualifications.

It is the policy of COD to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions. Therefore, COD encourages prime contractors to use DBE financial institutions whenever possible.

49 CFR Part 26 requires COD to collect certain data about firms attempting to participate in FTA contracts. This data must be provided on the enclosed **Firm Data Sheet (Attachment G)**.

- A. **Certification** – To be certified as a DBE, a firm must meet all certification eligibility standards. Firms that qualify as a DBE must: 1) be a small business as defined by the Small Business Administration; 2) be at least 51% owned by minorities, women and/or socially and economically disadvantaged adults, and 3) have its day-to-day operations controlled by women or minorities. The Illinois Unified Certification Program (IL UCP) will make its certification decisions based on the facts as a whole. DBE certification entitles contractors to participate in COD's DBE program; however, this certification does not guarantee that the contractor will obtain work with COD.
- B. **Process** – A firm must apply for certification through the IL UCP. Certification guidelines and applications are also available online as PDF's at the following links:

<http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>

- C. **DBE Program** – For information about COD's DBE Program, firms may contact:

Marcus Cox, Transit Manager
City of DeKalb
200 South Fourth Street
DeKalb, Illinois 60115
(815) 748-2370 or email: marcus.cox@cityofdekalb.com

1-10 Examination of RFQ and Contract Documents

Proposers are expected to examine the Scope of Work, scope of services required, specifications, schedules, compliance requirements and all instructions. Failure to do so will be at the Proposer's risk. It is the intent of these specifications to provide service(s) of first quality, and the workmanship must be the best obtainable in the various trades. The service(s) proposed must be high quality in all respects. No advantage will be taken by the Proposer in the omission of any part or detail, which goes to make the service(s) complete. All manner of workmanship and material used in the production of the services and not herein contained or specified shall be of the industry standard and shall conform to the best practices known in the industry.

Contractor will assume responsibility for all equipment used in the proposal item, whether the same is manufactured by the Contractor or purchased ready made from a source outside the Contractor's

company. It is the sole responsibility of the Contractor to read the Scope of Work/Specifications and understand them.

The submission of a proposal shall constitute an acknowledgment upon which COD may rely on that the Proposer has thoroughly examined and is familiar with the solicitation, instructions and Scope of Work, including any work site identified in the RFQ, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods and services to be provided hereunder. The failure or neglect of a Proposer to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions shall in no way relieve the Proposer from any obligations with respect to its Proposal or to any Contract awarded pursuant to this RFQ. No claim for additional compensation will be allowed which is based on lack of knowledge or misunderstanding of this RFQ, work sites, statutes, regulations, ordinances, or resolutions.

1-11 Interpretation of RFQ and Contract Documents

No oral interpretations as to the meaning of the RFQ will be made to any Proposer. Any explanation desired by a Proposer regarding the meaning or interpretation of the RFQ, Scope of Work, Specifications, etc., must be requested in writing and with sufficient time allowed (as defined in 1-7, Procurement Schedule) for a reply to reach all Proposers before the submission of their proposals. Any interpretation or change made will be in the form of an addendum to the RFQ, specifications, etc., as appropriate. All addendums will be furnished as promptly as is practicable to all contractors who have registered to submit a proposal on this RFQ and to whom the RFQ has been issued to at least seven (7) calendar days prior to the proposal due date. **All addenda will become part of the RFQ and any subsequently awarded Contract.** Oral explanations, statements, or instructions given by the City before the award of the Contract will not be binding upon the COD.

SECTION 2 – SCOPE OF SERVICES

2-1 Introduction/Background

The COD Request for Qualifications (RFQ) is to engage the services of a qualified, experienced, and dynamic architectural firm that will provide architectural, engineering and construction management services under a task-based contract. The program envisioned for this project is aimed at constructing a maintenance and operations facility. The facility will meet current and future needs of the agency for the maintenance, administration and operations departments.

The facility design shall allow continuation of two (2) contract operators with separate maintenance areas, dispatch areas, and administrative offices. The City Transit Department, currently consisting of two (2) administrative personnel, will also occupy the facility. The current fleet consists of 51 vehicles comprised of minivans, light duty, medium duty, super medium duty, and heavy-duty buses. Expansion in the next three (3) years will increase the vehicle fleet to approximately 60 vehicles.

The contractor will assist the City in evaluating the preferred site and determine any “fatal flaws” with the preferred site. If the preferred site is rejected by the City, the Contractor will assist with an alternative site selection study. The study should consider several alternative sites identified by the City and other stakeholders that meet the programmatic needs for size, location, and cost. An appropriate change in scope and fees will be negotiated if an alternative site is determined as the preferred location.

A preferred site on Dresser Road has been identified. It is City owned land immediately east of the DeKalb County Health Department. The site consists of approximately 30 acres. Future considerations include the northbound extension of City street Normal Road along the east portion of the property. The wetlands located in the north end of the property will be preserved. Available land for the facility is approximately 15 acres.

The completion of Part 1 will provide adequate financial and technical information for the City to pursue Federal and State grants for the construction of the facility.

This Scope of Work/Services provides an overview of the tasks envisioned for the program under this RFQ and respondents are encouraged to detail their expertise and experience in each area and to describe their past successful efforts with similar projects.

2-2 Project Description

The project includes acquisition of a site for the proposed transit maintenance and operations facility. The objective is to design a cost-effective, functional and aesthetically pleasing facility acceptable to the City of DeKalb that meets both current operations and reflects considerations for future growth the next thirty (30) years as indicated by the recently completed Transit Development Plan.

The project will be designed to complement the surrounding environment and if applicable the potential historical context. Proposer will provide the City of DeKalb all relevant considerations for determining the appropriate level of Leadership in Energy and Environmental Design (LEED) certification, if any, and assist in analysis of such.

2-3 Scope of Work: General

This contract will be divided into four parts with Part One as the primary focus:

Part One:

- Site Selection and Corresponding Master Plan
- Preparation of NEPA documents in accordance with FTA regulations
- Cursory Budgetary Cost Estimate

Part Two:

- Facility Schematic and Site Layout
- Detailed Cost Estimate
- FTA Grant Application Assistance

Part Three:

- Final Architectural and Engineering Design

Part Four:

- Bid Phase Services; Construction Phase Services; Commissioning and Project Close-Out/Warranty

Preparation of NEPA documents will be in accordance with FTA regulations. The contract will be awarded in multiple purchase orders at the discretion of the City of DeKalb. The City will initially award Part One Preliminary Architectural Design/Engineering and NEPA Document Preparation, with options for Part Two, Architectural Design/Engineering; Part Three (combined) Final Architectural and Engineering Design; and Part Four, Bid Phase Services; Construction Phase Services; Commissioning and Project Closeout/Warranty.

Upon completion of Part One, if performance is satisfactory, COD may elect to execute the option and request a cost and scope of proposal for Part Two, provided the funds are available. The fee proposals associated with the remaining designs tasks will be sequentially and individually negotiated, and a fixed/not-to-exceed cost established for each. Details of pricing for each phase shall be agreed upon at time of contracting for said work.

Part One: Detailed Scope of Work by Task

Task A: Facility Programming

This task consists of research and validation of any existing space programming and operating requirements for each functional area in the proposed facility, such as office space, maintenance bays, storage and vehicle parking areas, and areas to be allocated to nonrevenue vehicles, employee and visitor parking, fueling, and landscaping to include areas required by local jurisdictional agencies (e.g., water retention/detention).

Facility programming should be designed for an administrative office, vehicle maintenance, vehicle storage, dispatching, and administrative office space. The City's Transit Department staff will be located in the facility. Adequate space for four Transit Department employees should be included in the initial design. The facility should be designed for co-location for two separate contract operators. Common areas and functions that can be shared by both operators shall be analyzed and included in the design recommendations. Contractor will explain its design approach to bus systems with two vendors and City administrative staff in one facility.

The contractor shall explain its approach to include user groups (Voluntary Action Center of DeKalb County, Transdev Services Inc. Transit Staff) in the initial site study and space needs.

Task B: Draft Facility Program

The Contractor will prepare a detailed space allocation program identifying space requirements for major functions such as shops, work bays, vehicle storage, maintenance and repair areas, parts storage, employee amenities, and administrative spaces. Site spatial needs for requirements such as bus storage, fare retrieval, fueling and wash facilities, and employee parking will also be identified. The program will reflect specific code issues such as ADA compliance and applicable building codes. A program report to document proposed design alternatives will be prepared and verified with COD personnel.

Based on the number and type of vehicles to be maintained, criteria and standards will be developed for the number of maintenance bays, servicing requirements and support equipment necessary to carry out the proposed functions. The program will reflect the following:

- Definition of all functions to be provided in the facility.
- Dimensional criteria for both horizontal and vertical (e.g., height of bays) directions.
- Definition of all rooms, bays and spaces proposed for the facility.
- Parking requirements for vehicle fleets including number of spaces and total area.
- Preliminary equipment list for shops and vehicle maintenance equipment.
- Site operations requirements, including minimum turning radii, minimum distances between obstructions for turning, backing and deliveries.
- Offsite requirements such as turn lanes, acceleration/deceleration lanes, esplanades and identified utility extensions.
- Preliminary fueling and service station requirements.
 - Proposer should account for the likelihood of the City of DeKalb's transition to alternative fuel vehicles over the course of the useful life of the proposed facility.

Facility will accommodate fixed route and paratransit service operated by two separate contract vendors. Space shall include common areas for shared use throughout. Adequate space will be provided for each vendor to operate independently. Future consideration should include the potential of one or more vendors.

The product of this subtask shall be a facility needs assessment report that includes a draft space allocation program as a part of a document summarizing the information gathered during the previous tasks. The program manual shall be submitted to City staff for review and comment. A site plan and cost estimate will be provided.

Transit staff will review the draft documentation and reports from the Contractor and provide comments for incorporation into the final documents prior to authorizing future tasks. Modification to the site plan and cost estimate will be provided.

Task C: Environmental Documentation

The Contractor shall prepare environmental documentation for the project in accordance with Federal Transit Administration National Environmental Policy Act Regulations (23 CFR 771) and appropriate consultation with FTA. The assessment should include, but is not limited to, the following environmental impacts:

- Land acquisitions and displacements
- Land use and zoning
- Air quality
- Noise
- Water quality
- Wetlands
- Flooding
- Navigable waterways and coastal zones
- Ecologically sensitive areas
- Endangered species
- Traffic and parking
- Energy requirements and potential for conservation
- Historic properties and parklands
- Construction
- Aesthetics
- Community Disruption
- Safety and security
- Secondary development
- Consistency with local plans
- Environmental justice

The level of documentation should be in accordance with FTA requirements. The purpose of this subtask is to evaluate the candidate site from an environmental perspective in order to identify any obvious “fatal flaws” early in the process. A field review of the site will be made to identify any visible environmental constraints. Existing information such as previous ownership, if readily available, will be obtained as an indication of environmental condition.

Assessment of known environmental issues, surrounding land use and infrastructure constraints will be performed. An overall assessment of known and potential site constraints will be provided for the selected site and may include the analysis following parameters as described in the sections below, as required by the FTA.

As appropriate, the Contractor shall prepare and submit documentation necessary for consideration to receive a categorical exclusion, a Finding of No Significant Impact (FONSI), or shall proceed with development of the environmental document necessary for construction, including all response documents.

Task D: Public Involvement

Public involvement for the environmental documentation will consist of documentation of previous contacts with surrounding landowners and local agencies having jurisdiction. Public meetings will be held as part of this documentation if required by the FTA regional representative.

A public notice of availability (NOA) of the environmental document will be published in the local newspaper, and the document will be made available for review at a local library. The draft final document will be published for agency and public review and comment at the same time a public hearing will be advertised to obtain further public input. At the conclusion of the 45-day

review period, the comments and other public/agency input will be addressed and included in the comments and coordination section of the environmental documentation.

The Contractor will produce a final document incorporating public involvement documentation and results, to be submitted to the Agency and FTA for final distribution.

Task E: Sustainable Building Considerations

The Contractor shall assist the City in determining whether sustainability certification is desired and the proposed certification level for the proposed facility. The Design Team shall investigate the appropriate level of certification, as well as the probable costs associated with certification. Sustainability programs are generally organized into five (5) categories of scoring criteria, plus an optional category for use of innovative technology. The Contractor shall evaluate those categories to determine where the maximum achievable results are possible. Cost estimates for various LEED levels will be provided.

2-4 Term

The term of any agreement arising from this RFQ shall be mutually agreed upon by the City and the Contractor.

2-5 Guarantee of Work

COD reserves the right to separately procure architectural and engineering services for Parts Two, Three, and Four as described in 2-3 Scope of Work: General.

2-6 Selection of the Contractor

The selection of the Contractor will be qualification-based in accordance with the Brooks Act. Under this procedure, a vendor submits only a technical proposal outlining its qualifications and experience applicable to this solicitation. The vendor does not provide cost data. Following the technical evaluation process, COD will select the highest ranked Contractor for contract negotiations.

For work for which hourly billing is appropriate, COD and the Contractor will negotiate rates before the contract is executed. The Contractor will be required to submit its audited overhead rate. Following contract execution, COD and the Contractor will negotiate a scope of work and a fee for each task order. For any task order for which an agreeable scope and fee cannot be reached, COD will accomplish each task by other means.

2-7 Task Orders

COD shall notify the Contractor in writing to undertake services. After execution of an agreement, COD shall issue a formal written Notice to Proceed that contains a Task Order authorizing the tasks and maximum not-to-exceed cost, for which the Contractor may commence work.

All task orders are subject to the terms and conditions contained in this solicitation. For each Task Order, the scope of services will be supplemented to reflect the Contractor service required for each task.

SECTION 3 – PROPOSAL SUBMISSION PROVISIONS

3-1 Postponement, Amendment and/or Cancellation of Request for Qualifications

The COD reserves the right to revise or amend any portion of this RFQ prior to the date and time for the proposal delivery. Such revisions and amendments, if any, shall be issued through addenda to this RFQ. Copies of such addenda and/or amendments shall be placed on the COD website and will be furnished to the Proposer's email address submitted on the Contractors Registration Form. If the revisions or addenda require changes in requested information or the format for proposal submission, the established date for submission of proposals contained in this RFQ may be postponed by such number of days as, in the COD's opinion, shall enable Proposers adequate time to revise their proposals.

COD reserves the right to cancel this RFQ at any time or change the date and time for submitting proposals by announcing same prior to the date and time established for proposal submittal.

3-2 Rejection of Proposals

COD reserves the right to reject any or all proposals and waive any minor informalities or irregularities.

3-3 Clarification of Proposals

The City reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification may result in the proposals' rejection.

3-4 Modification or Withdrawal of Proposals and Late Proposals

At any time before the time and date set for submittal of proposals, a Proposer may request to withdraw or modify its Proposal. Such a request must be made in writing by a person with authority as identified on the RFQ Cover Page, provided their identity is made known and a receipt is signed for the proposal. All proposal modifications shall be made in writing executed and submitted in the same form and manner as the original proposal. Any proposal or modification of proposal received at COD's office designated in the solicitation after the exact time specified for proposal receipt will not be considered.

3-5 Errors and Administrative Corrections

COD will not be responsible for any errors in proposals. Proposers will only be allowed to alter proposals after the submittal deadline in response to requests for clarifications by COD. COD reserves the right to request an extension of the proposal period from a Proposer or Proposers.

COD reserves the right to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors. Erasures or other changes or entries made by the proposer must be initialed by the person signing the proposal.

3-6 Compliance with RFQ Terms and Attachments

COD intends to award a Contract based on the terms, conditions, and attachments contained in this

RFQ. Proposers are strongly advised to not take any exceptions. Proposers shall submit proposals which respond to the requirements of the RFQ. An exception is not a response to a RFQ requirement.

Proposers are cautioned that exceptions to the terms, conditions, and attachments may result in rejection of the proposal.

3-7 Collusion

The proposer guarantees that the proposal submitted is not a product of collusion with any other proposer, and no effort has been made to fix the proposal price of any proposer or to fix any overhead, profit, or cost element of any proposal price (Affidavit of Non-Collusion). Failure to submit the signed affidavit at the time of bid opening shall be grounds for disqualification of the proposer's offer.

If COD determines that collusion has occurred among Proposers, none of the proposals from the participants in such collusion shall be considered. COD's determination shall be final.

3-8 Taxes and Interest

COD is exempt from payment of Federal, Excise and Transportation Tax, and the Illinois Sales, Excise and Use Tax. Proposers will not include these taxes in their proposed price(s). All other government taxes, duties, fees, licenses, permits, royalties, assessments, and charges shall be included in the proposed price.

COD will not pay interest on unpaid or disputed invoices, whether due or overdue.

3-9 Single Proposal Response

If only one Proposal is received in response to the RFQ, a sample of two (2) Proposals, if available, awarded to the Proposer within the past two (2) years shall be requested of the single Proposer. A cost/price analysis and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable. The City reserves the right to require such submission of sample Proposals, as well as the right to perform cost/price analysis, without regard to the number of responses received (as well as the right to perform any analysis required under FTA guidelines).

3-10 Exclusionary or Discriminatory Specifications

COD agrees that it will comply with the requirements of 49 U.S.C. Section 5323(h) (2) by refraining from using any Federal assistance awarded by the FTA to support procurements using exclusionary or discriminatory specifications. COD further agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal Statute.

3-11 Protest Procedures

Pre-Proposal Protests:

All protests concerning solicitation specifications, criteria and/or procedures shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Transit Manager as specified below not later than ten (10) business days prior to the deadline for submission of bids/proposals.

The Transit Manager may, within his or her discretion, postpone the deadline for submission of bids/proposals, but in any case, shall provide a written response to all protests not later than five (5) business days prior to the deadline for submission of bids/proposals. If the deadline for submission of bids/proposals is postponed by the Transit Manager as the result of a protest the postponement will be announced through an addendum to the solicitation.

The decision by the Transit Manager shall be the final agency decision on the matter.

Pre-Award Protests:

With respect to protests made after the deadline for submission of bids/proposals but before contract award by COD, protests shall be limited to those protests alleging a violation of Federal or State law, a challenge to the bids/proposals evaluation and award process.

Such protests shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Transit Manager as specified below not later than five (5) business days after the Recommendation for Contract Award announcement by COD.

The Transit Manager, within his or her discretion, postpone the award of the contract, but in any case, shall provide a written response to all protests not later than three (3) business days prior to the date that COD shall announce the contract award.

The decision by the Transit Manager shall be the final agency decision on the matter.

Requirements for Protests:

All protests must be submitted to COD in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail), with sufficient documentation, evidence and legal authority to demonstrate that the Protestor is entitled to the relief requested. The protest must be certified as being true and correct to the best knowledge and information of the Protestor, and be signed by the Protestor. The protest must also include a mailing address to which a response should be sent.

Protests received after the deadlines for receipt of protests specified above are subject to denial without any requirement for review or action by COD.

All protests must be directed in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Transit Manager at the address shown in the solicitation documents.

Protest Response:

The Transit Manager shall issue written responses to all protests received by the required protest response dates. All protest responses shall be transmitted by first-class U.S. Postal Service to the address indicated in the protest letter.

For convenience, COD will also send a copy of the response to a protest to the Protester by facsimile and/or electronic mail if a facsimile number and/or electronic mail address are indicated in the protest letter. The protest response transmitted by U.S. Postal Service shall be the official COD response to the protest and COD will not be responsible for the failure of the Protester to receive the protest response by either facsimile or electronic mail.

3-12 Insurance Requirements

Contractor shall not commence work until all insurance required under this section has been obtained and the proper insurance verification has been provided to COD. The Contractor will maintain the minimum Insurance coverage standard for the type of services being provided throughout the tasks/contract.

3-12.1 General Requirements

All insurance policies shall be written with a company or companies licensed to conduct business within the Commonwealth of Illinois and holding a current Best's Key Rating of A- VII or better. Contractor agrees to name COD as additional insureds on General, Business Automobile and Excess or Umbrella liability policies by endorsement to the policies as a primary named insured, and with waiver of rights of subrogation. Insurance policies shall be endorsed to give COD 30 day's written notice (10 days in case of Workers Compensation) of cancellation for any reason, non-renewal or material change in coverage or limits. In case of non-payment of premium by Contractor, COD retains the rights but is not obligated to pay any premiums and deduct such amounts from any payments due to the Contractor.

There shall be no exclusions for punitive damages in the General or Business Automobile policies.

Complete, certified copies of all insurance policies applicable to this agreement will be sent to COD within 60 days of each inception or anniversary date, so that these insurance policies may be reviewed by COD. Until copies of policies are received, Evidence of Coverage in the form of an original Certificate of Insurance shall be submitted to COD. The Contractor also agrees to have deficiencies in the insurance policies amended as per the directions of COD or its representative.

3.12.2 Required Coverages

The Contractor agrees to provide the following coverages:

- A. **Commercial General Liability** (Occurrence Form), either singly or in combination with Excess or Umbrella Liability Insurance policy **covering all operations** with the following limits:

Each Occurrence (Bodily Injury, Property Damage)	\$5,000,000
Personal and Advertising Injury Limit	\$5,000,000
General Aggregate Limit	\$5,000,000
Products and Completed Operations Aggregate Limit	\$5,000,000
Fire Damage Limit	\$50,000
Medical Payments – Any One Person	\$5,000

The coverages required above may be provided through one or more forms of policy coverage. If respondents believe that an alternate or lower set of coverages is appropriate, they may respond with a clear indication of the alternate proposed.

- B. **Business Automobile Policy** either singly or in combination with Excess or Umbrella Liability Insurance policy **covering all operations** with the following limits:

Owned, Hired or Non-Owned (Per Accident)	\$1,000,000
Medical Payments (Each Person)	\$5,000
Comprehensive (\$5,000 Deductible – Maximum)	Actual Cash Value
Collision (\$5,000 Deductible – Maximum)	Actual Cash Value

In the case of policies that list specific vehicles or specific drivers, proof of coverage is required to be provided to COD for each vehicle or driver before it can be used in service. The Contractor will be fully responsible for all physical damage deductibles to COD owned vehicles. In addition, Contractor will be fully responsible for all rental costs and other costs associated with any vehicles that replace any vehicle that sustains any type of physical damage.

C. **Workers Compensation**

Part A	Statutory
Part B – Employers Liability	
Bodily Injury by Accident	\$500,000
Bodily Injury by Disease (Policy Limit)	\$500,000
Bodily Injury by Disease (Each Employee)	\$500,000

All States and Voluntary Compensation endorsements shall be included in the Workers Compensation policy. Workers Compensation shall be provided to all employees of the Contractor.

D. **Professional Liability**

Contractors shall provide errors & omissions or professional malpractice coverage with policy limits of not less than \$2,000,000 per person/per occurrence for any study phase of the project. At the time of contracting for any design phase of the project, Contractors shall provide errors & omissions or professional malpractice coverage with policy limits of not less than 120% of the estimate of probable costs for project completion. Should Contractor be selected for construction management or observation, or should the City determine that other coverages are required or appropriate, the City reserves the right to require additional coverages at the time of approval of any phase of contracting for this project.

SECTION 4 – PROPOSAL EVALUATION & CONTRACT AWARD

4-1 General

The selection of the On-Call Contractor will be qualification-based in accordance with the Brooks Act. Under this procedure, a vendor submits only a technical proposal outlining its qualifications and experience applicable to this solicitation. The vendor does not provide cost data. Following the technical evaluation process, COD will select the highest ranked Contractor for contract negotiations.

The Evaluation Committee may elect to interview proposers in order to clarify their proposals and/or for the Proposers to make oral presentations. If interviews, presentations, or negotiations are held, the evaluation team may reevaluate the proposals of those firms interviewed. COD expects all Proposers to fully cooperate with its evaluation process.

4-2 Eligibility for Award / Preliminary Proposal Review

The preliminary review is the initial step in the proposal review process and the purpose is to gauge the responsiveness of the Proposer. The proposals will be preliminarily evaluated according to the following criteria:

- The Proposer has submitted proposal on or before the required due date and time,
- The required forms, certifications, and deliverables have been submitted,
- The completeness of the proposal.

Failure to meet any or all of the above criteria will result in a nonresponsive proposal and said proposal will be rejected in its entirety.

In order to qualify as a Responsible Proposer, in addition to the other requirements herein provided, a Proposer must be prepared to prove to the satisfaction of the City that it has the integrity, skill, and experience to faithfully perform the conditions of the Contract and that it has the necessary financial resources to provide the services in a satisfactory manner and within the time specified.

To be considered skilled and experienced, the Proposer must show, among other requirements of the City, that it has satisfactorily supplied services of the same general type and scope as that which is called for in the RFQ.

The Proposer shall maintain at all times, the necessary licenses, permits or certifications required and may be required to furnish evidence of the same.

4-3 Evaluation of Proposals

All submittal in response to this solicitation shall be evaluated pursuant to the Brooks Act. Therefore, price shall not be considered during the technical evaluation. Each submittal will undergo an administrative evaluation, responsive submittals will be distributed, for review only, to the Evaluation Committee. Following the collection of submittals an Evaluation Committee meeting will be held to complete the evaluation of the submittals. The highest scoring submitter will then meet with COD to begin scope of work and fee negotiations. If a fair and reasonable fee cannot be agreed to between the highest ranked submitter and COD, then COD staff will meet with the second highest scoring submitter to begin scope of work and fee negotiations. Then the third highest scored submitter, etc., until a fair and reasonable scope and fee are agreed to by both parties.

The Evaluation Committee will evaluate the proposals in accordance with the criteria set forth below. The total evaluation points, as separately determined by each team member, will be added and each proposer will be ranked in numerical sequence, from the highest to the lowest score.

4-4 Scoring and Evaluation Criteria

Each criterion has been assigned a weighting factor that reflects the relative significance or priority each criterion has in determining quality associated with this service. Conversely, the proposal receiving the highest total score shall be deemed the proposal in the opinion of COD, best meets the established criteria listed herein. Proposals will be rated on a scale from one (lowest rating) to ten (highest rating) with regard to each evaluation criterion. As such, the proposal that is evaluated by an evaluation team member as the best with regard to a particular criterion will receive the maximum number of points for that criterion. The evaluation criteria are listed as follows:

- Qualifications and Capabilities of the Company (30%);
- Related Experiences and References (25%);
- Technical Proposal (25%);
- Accessibility (20%)

4-5 Contract Award

Contract award, if any, will be made by COD to the properly licensed, responsible Proposer whose proposal best meets the requirements of the RFQ, and will be the most advantageous to COD with respect to operational plan, quality, and other factors as evaluated by COD. COD shall have no obligations until a Contract is signed between the Proposer and COD.

Contract award will occur when COD signs the Contract or issues a purchase order. No other act of COD shall constitute Contract award. The Contract will establish the Contract value and incorporate the terms of this document but will not be the authorization for Contractor to proceed.

4-6 Execution of Contract and Notice to Proceed

The Proposer to whom COD intends to award the Contract shall sign the Contract and return it to COD. Upon authorization by COD's Board of Trustees, or designee, the Contract will be countersigned. Upon receipt by COD of any required documentation and submittals by the Proposer, a Notice to Proceed may be issued, if appropriate.

4-7 Public Disclosure of Proposals

COD is subject to the Illinois Freedom of Information Act. Therefore, the contents of this RFQ and the Contractor's proposal submitted in response to this RFQ shall be considered public documents and are subject to the Illinois FOIA statutes. As such, all proposals submitted to COD will be available for inspection and copying by the public after the selection process has been concluded. There are, however, various items that may be exempt under public disclosure laws. If any proprietary, privileged, or confidential information or data is included in the Contractor's proposal, each page that contains this information or data should be marked as such (e.g., "Proprietary," "Confidential," "Business Secret," or "Competition Sensitive") in order to indicate your claims to an exemption provided in the Illinois FOIA. It is COD's sole right and responsibility, however, to make the determination whether these items are exempt or not exempt under the Illinois FOIA statutes.

All data, documentation and innovations developed as a result of these contractual services shall become the property of COD.

SECTION 5 – STANDARD CONTRACTUAL TERMS & CONDITIONS

5-1 Administration

This Contract is between COD and the Contractor who will be responsible for providing the goods and/or performing the services described herein. COD is not party to defining the division of work between the Contractor and its Subcontractors, if any, and the Specifications and/or Scope of Services has not been written with this intent.

Contractor represents that it has or will obtain all duly licensed and qualified personnel and equipment required to perform hereunder. Contractor's performance under this Contract may be monitored and reviewed by a Procurement Administrator appointed by COD. Reports and data required to be provided by Contractor shall be delivered to the Procurement Administrator. Questions by Contractor regarding interpretation of the terms, provisions, and requirements of this Contract shall be addressed to the Procurement Administrator for response.

5-2 Notification of Delay

Contractor will notify COD's Procurement Administrator as soon as Contractor has, or should have, knowledge that an event has occurred which will delay delivery or start-up of services. Within five days, Contractor will confirm such notice in writing furnishing as many details as is available.

5-3 Request for Extension

Contractor agrees to supply, as soon as such data are available, any reasonable proofs that are required by COD's Procurement Administrator to make a decision of any request for extension. COD's Procurement Administrator will examine the request and any documents supplied by Contractor and will determine if Contractor is entitled to an extension and the duration of such extension. COD's Procurement Administrator will notify Contractor of the decision in writing. It is expressly understood and agreed that Contractor will not be entitled to damages or compensation and will not be reimbursed for losses on account of delays resulting from any cause under this provision.

5-4 Contract Changes

Any proposed change in the contract will be submitted to COD for its prior written approval and COD will make the change by a Change Order if agreed upon by both parties in writing. Each written Change Order will expressly include any change in the Contract price or delivery schedule. No oral order or conduct by COD will constitute a Change Order unless confirmed in writing by COD.

5-5 Instructions by Unauthorized Third Persons

In accordance with subsection 5-4, Contract Changes, of the solicitation, COD's Transit Manager or his authorized representative are the only persons authorized to make changes within the general scope of the Contract.

Any instructions, written or oral, given to Contractor by someone other than COD's GM or his authorized representative, which are considered to be a change in the Contract, will not be considered as an authorized Contract change. Any action on the part of Contractor taken in compliance with such instructions will not be grounds for subsequent payment or other consideration in compliance with the unauthorized change.

5-6 Cost or Price Analysis

COD reserves the right to conduct a cost or price analysis for any purchase. COD may be required to perform a cost analysis when competition is lacking for any purchase. Sole source procurements which result in a single Bid being received will be subject to a cost analysis which will include the appropriate verification of cost data, the evaluation of specific elements of costs and the projection of data to determine the effect on Bid prices. COD may require a Pre-Award Audit and potential Contractors shall be prepared to submit data relevant to the proposed work which will allow COD to sufficiently determine that the proposed price is fair, reasonable, and in accordance with Federal, State and local regulations. Procurements resulting in a single Bid will be treated as a negotiated procurement and COD reserves the right to negotiate with the single Proposer to achieve a fair and reasonable price. If a negotiated price cannot be agreed upon by both parties, COD reserves the right to reject the single Bid. Contract change orders or modifications will be subject to a cost analysis.

5-7 Lack of Funds

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the expiration date set forth in this Contract or in any amendment hereto, COD may, upon written notice to Contractor, terminate this Contract in whole or in part. Such termination shall be in accordance with COD's rights to terminate for convenience or default.

5-8 Force Majeure

The timely receipt of COD's requirements is essential. If the requirements are not received on time in accordance with the delivery schedule, COD may cancel the unfilled portion of the contract for cause, purchase substitute requirements elsewhere, and recover from Contractor any increased costs, thereby incurred together with all resulting incidental and consequential damages. COD may also terminate for cause, purchase substitute requirements elsewhere and recover costs and damages for breach of Contractor obligations.

The Contractor shall be entitled to a reasonable extension of time from COD for the delays caused by damage to Contractor's and/or COD's property caused by fire, lightning, earthquakes, tornadoes, and other extreme weather conditions or acts of nature, power failures, riots, acts of civil or military authorities of competent jurisdiction, strikes, lockouts, and any other industrial, civil or public disturbances beyond the control of the Contractor and its subcontractors causing the inability to perform the requirements of this Contract. Any delay other than ones mentioned above shall constitute a breach of Contractor's contractual obligations.

5-9 Taxes, Licenses, Laws, and Certificate Requirements

Contractor shall maintain and be liable for all taxes, fees, licenses, and costs as may be required by federal, state, and local laws, rules, and regulations for the conduct of business by Contractor and any subcontractors and shall secure and at all times maintain any and all such valid licenses and permits as may be required to provide the services or supplies under this Contract. If for any reason, Contractor's required licenses or certificates are terminated, suspended, revoked, lapsed, or in any manner modified from their status at the time this Contract becomes effective, Contractor shall immediately notify COD in writing of such condition.

Contractor will give all notices and comply with all federal, state, local and COD laws, ordinances, rules, regulations, standards, and orders of any public authority bearing on the performance of the Contract, including, but not limited to, the laws referred to in these General Provisions of the Contract and the other Contract Documents. If the Contract Documents are at variance therewith in any respect, any necessary changes shall be adjusted by appropriate modification. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by COD in the Contract Documents shall be construed as an oversight and shall not relieve the Contractor from his obligations to meet such fully and completely. Upon request, Contractor shall furnish to COD certificates of compliance with all such laws, orders and regulations. Contractor shall be responsible for obtaining all necessary permits and licenses required for performance under the Contract.

Applicable provisions of all federal, state, and local laws, and of all ordinances, rules, and regulations shall govern any and all claims and disputes which may arise between person(s) submitting a Bid response hereto and COD, by and through its officers, employees and authorized representatives, or any other persons, natural and otherwise, and lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect thereof.

5-10 Defective Work, Materials or Services

When and as often as COD determines that the work, materials, or services furnished under the Contract are not fully and completely in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to Contractor. Within seven (7) calendar days of receiving such written notification, Contractor must supply COD with a written detailed plan which indicates the time and methods needed to bring the work, materials, or services within acceptable limits of the Contract. COD may reject or accept this plan at its discretion. In the event this plan is rejected, the work, materials, or services will be deemed not accepted and returned to Contractor at Contractor's expense. This procedure to remedy defects is not intended to limit or preclude any other remedies available to COD by law, including those available under the Uniform Commercial Code.

5-11 Assignment

Contractor shall not assign any interest, obligation, or benefit under or in this Contract or transfer any interest in the same, whether by assignment or notation, without the prior written consent of COD. If an assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of Contractor. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender. An assignment may be conditioned upon the posting of bonds, securities and the like by the assignee and the assignee must assume the written Contract and be responsible for the obligations and liabilities of Contractor, known and unknown, under this Contract and applicable law.

COD may assign its rights and obligations under the Contract to any successor to the rights and functions of COD or to any governmental agency to the extent required by applicable laws or governmental regulations, or to the extent COD deems necessary or advisable under the circumstances.

5-12 Indemnification and Hold Harmless

The Contractor acknowledges that neither it nor its personnel shall be acting as an employee or official representative of the City for purposes of being offered any protection or coverage under City insurance policies for tort immunity or other legal purposes. The Contractor and City acknowledge that the provisions of this Agreement shall be construed, pursuant to *Carney v. Union Pacific Railroad Company*, 2016 IL 118984, to provide the City with the right to stop or resume work, to make inspections, to receive reports and to provide recommendations or suggestions pursuant to Section 414 of the Second Restatement of Torts, consistent with the employment of an independent contractor, and that no provision of this Agreement shall be construed as the City retaining control of or having liability for the actions of the Contractor. The City shall have no liability for Contractor's selection of personnel, employees or subcontractors, nor for the presence of dangerous conditions on any real property where Contractor is employed.

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The City's relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the City for any purpose. The parties agree that the Contractor is exclusively responsible for the determination of what work is required to complete the tasks outlined herein, and for the means and methods of completing such work. The City's compensation to Contractor shall be limited to that described in any approved contract, and the City shall not reimburse any expenses, provide any benefits, withhold any employment taxes or otherwise have a financial relationship with Contractor other than payment of the stated compensation. The Contractor shall be solely responsible for withholding of taxes, providing employee benefits, or otherwise complying with applicable laws relating to its employees or contractors.

In the event that the City determines, in its sole discretion, that it is economically advantageous for the City to provide certain supplies or tools for use by Contractor in lieu of paying Contractor to provide the same, the City and Contractor agree that Contractor shall then utilize the City's equipment or supplies according to its own determination of their best and appropriate use. Contractor shall be responsible for its' own personnel, training, instruction and related matters. Contractor shall be responsible for determining its sequence of performance for required work. Contractor's work shall be evaluated by the City based upon the end result of such work. Contractor shall be responsible for any expenses incurred by Contractor in the performance of its work, and shall not be authorized, expressly or impliedly, to obligate the City on any debt, contract or other agreement whatsoever. In the event that Contractor is compensated on an hourly basis under the terms of this Agreement, the City and Contractor agree that Contractor's compensation is usual and customary, based on the terms that Contractor offers its services to the market in general.

The Contractor 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 work or failure to prosecute the work and shall indemnify and hold harmless the City, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. The Company shall assume all restitution and repair costs arising out of an error, omission and/or negligence.

The Contractor agrees to indemnify and save harmless the City, including its elected or appointed officials, employees, attorneys and agents (collectively, the “City Indemnitees”) against any and all claims, loss damage, injury, liability, and court costs and attorney’s fees incident thereto, including any claims made by employees of the Contractor or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Contractor, the Contractor’s employees, contractors or subcontractors, the City or City Indemnitees or otherwise, with the single exception of any claim, damage, loss, or expense arising solely out of the intentional misconduct of the City or City Indemnitees. The Contractor is solely responsible for determining the accuracy and validity of any information provided to the Contractor by the City or its representatives. This indemnification shall apply to the fullest extent of the law, and in the event that any provision hereof is determined to be unenforceable, the indemnification obligations shall be severable and the fullest extent of indemnification that may lawfully apply shall remain in full force and effect.

This indemnification shall include any claims arising out of the erection, construction, placement or operation of any scaffold, hoist, crane, stay, ladders, support or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon Section 414 or Section 343 of the Restatement (Second) of Torts. This indemnification shall not be limited in any way by limitations on the amount or type of damages, compensation, or benefits payable by or for the Contractor under Workers’ Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp*, 146 Ill.2d 155 (1991) in Illinois. However, pursuant to the Construction Contract Indemnification for Negligence Act (740 ILCS 35), the Parties shall not indemnify the other for any liabilities, damages, costs or expense resulting from the other party’s own willful misconduct or negligence. The City does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*), or other such immunity statute or common law, by reason of indemnification or insurance. Indemnification shall survive the termination of the Agreement.

5-13 Applicable Law and Forum

All work done pursuant to any contract resulting from this RFQ will be governed by and construed according to the regulations of the Federal Transit Administration and the laws of the State of Illinois. Further, the successful Proposer shall abide by all federal, state, and local laws, codes, and ordinances governing any areas(s) in which a service is rendered and shall have all required permits, licenses, agreements, tariffs, bonding, and insurance required by same. No claims for additional payment shall be approved for changes required to comply with any such requirements. Contractor agrees that jurisdiction and venue shall be exclusively fixed in the Twenty-Third Judicial Circuit Court of DeKalb County, Illinois, without regard to federal jurisdictional basis, and Contractor expressly waives the right to pursue claims against the City in any other venue.

5-14 Attorney Fees

In the event either party shall engage the services of an attorney or other professional due to the default of the other party, the defaulting (non-prevailing) party shall pay all legal costs and fees, including attorney’s fees, incurred by the non-defaulting (prevailing) party in enforcing its rights.

5-15 State Officials and Employees Ethics Act

The City of DeKalb has adopted a policy to adopt the State Officials and Employees Ethics Act. These policies shall apply to COD employees involved in procurement. It is a breach of ethical standards for any COD employee to participate directly or indirectly in a procurement when the employee knows:

- The employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement;
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
- Any other person, business or organization with whom the employee or any member of employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement. In addition, any persons acting as members of an evaluation committee for any procurement shall, for the purposes of the procurement, be bound by conditions of this Section. Throughout the bid/proposal evaluation process and subsequent contract negotiations, offerors shall not discuss or seek specific information about this procurement, including but not limited to, the contents of submissions, the evaluation process or the contract negotiations, with members of any evaluation committee, the City Council, or City of DeKalb employees other than the designated procurement officer.

5-16 Conflicts of Interest and Non-Competitive Practices

- A. Conflict of Interest – Contractor by entering into this Contract with COD to perform or provide work, services, or materials, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the work, services, or materials required to be performed and/or provided under this Contract and that it shall not employ any person or agent having any such interest. In the event that Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to COD and take action immediately to eliminate the conflict or to withdraw from this Contract, as COD may require.
- B. Contingent Fees and Gratuities – Contractor, by entering into this Contract with COD to perform or provide work, services, or materials, has thereby covenanted:
1. No person or selling agency except bona fide employees or designated agents or representatives of Contractor has been or will be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
 2. No gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Contractor or any of its agents, employees, or representatives, to any official, member or employee of COD or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

5-17 Conflicts of Interest – Current and Former Employees

COD seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct by current and former COD employees in transactions with COD. Consistent with this policy, no current or former COD employee may contract with, influence, advocate, advise, or consult with a third party about a COD transaction, or assist with the preparation of Bids submitted to COD while employed by COD or within one (1) year after leaving COD's employment, if he/she participated in determining the work to be done or process to be followed while a COD employee.

Furthermore, no member, officer, or employee of COD during their tenure or for two (2) years thereafter will have any financial interests, direct or indirect, in this Contract or the proceeds thereof.

5-18 Other Public Agency Orders

Other federal, state, county, and local entities may utilize the terms and conditions established by this Contract. COD does not accept any responsibility or involvement in the purchase orders or contracts issued by other agencies.

5-19 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, and unenforceable provision.

5-20 Non-waiver of Breach

No action or failure to act by COD shall constitute a waiver of any right or duty afforded to COD under the Contract; nor shall any such action or failure to act by COD constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by COD in writing.

5-21 Use of COD's Name in Contractor Advertising or Public Relations

COD reserves the right to review and approve all COD-related copy prior to publication. Contractor will not allow COD-related copy to be published in Contractor's advertisements or public relations programs until submitting COD-related copy and receiving prior written approval from COD's Transit Manager. Contractor will agree that published information on COD or its program will be factual, and in no way imply that COD endorses Contractor's firm, service, or product.

SECTION 6 – SPECIFIC CONTRACTUAL TERMS & CONDITIONS

6-1 Contract

A Contract shall be issued referencing this solicitation. Contract shall define and authorize the work by Contractor based on the negotiated fees agreed to by COD. The Contract(s) issued by COD may reflect agreed to modification of Contract terms, funding, or other matters subject to subsection 5-4, Contract Changes.

6-2 Contract Documents and Precedence

The documents constituting the Contract between COD and Contractor are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, the following order of precedence shall be applied:

- 1) Any required federal, state or local regulations that may not be altered by COD;
- 2) Contract;
- 3) Contract amendments;
- 4) Results of negotiations documented in a mutually acknowledged writing signed by party representatives having authority to bind the respective party;
- 5) Solicitation and all issued addenda and approved equals;
- 6) Any optional federal regulations elected by COD as expressly set forth herein;
- 7) Clarifications of and amendments to Contractor's proposal as accepted by COD; and
- 8) Contractor's proposal and Attachments, and all clarifications and amendments issued prior to contract award (except where in conflict with any of the preceding points).

6-3 Contract Term

The term of the Contract is defined at 2-4.

6-4 Payment Procedures

Payments for services rendered and expenses incurred shall be made after presentation of Contractor's invoices upon delivery of services ordered by COD. Such invoices shall be computed in accordance with the fee schedule agreed to by COD and Contractor, and incorporated into the final contract, and are due and payable within thirty (30) days of receipt of a correct invoice as agreed upon by COD. Each invoice shall contain Contractor's list of items delivered. Contractor also agrees to supply, with each invoice, additional information as may be requested by COD.

Invoices should clearly identify the COD purchase order number and any prompt payment discount offered to COD for paying within ten (10) days of receipt. COD may, at any time, conduct an audit of any and/or all records kept by the Contractor for this project. Any overpayment uncovered in such an audit may be charged against the Contractor's future invoices. COD may withhold payment for services it believes were improper, failed to meet with project specifications, or are otherwise questionable. Invoices should be submitted to:

City of DeKalb
Attn: Sabrina Kuykendall, Transit Grants Administrator
200 South Fourth Street
DeKalb, IL 60115

6-5 Advance Payment Prohibited

No advance payment shall be made for the work furnished by Contractor pursuant to this Contract.

6-6 Price

Contractor's Price shall be the negotiated fee(s) agreed upon by COD unless COD requests and negotiates a contract modification.

6-7 Shipping Charges

All prices shall include freight FOB to the designated delivery point. COD shall reject requests for additional compensation for freight charges.

6.8 Delivery Points

This Contract requires all goods and/or services and supervision necessary to furnish the goods and services as set forth herein to be made to any authorized COD-related facility and will be determined at the time of order at the sole discretion of COD.

6-9 Summary Report

Contractor shall, if requested, submit to COD a quarterly report of services provided to COD under this Contract. The report, in a format acceptable to COD, shall identify by item the amount of work completed, the status of the project in relation to the schedule, and any other information that may be relevant to project oversight.

6-10 Warranty Provisions

- A. No Waiver of Warranties and Contract Rights: Conducting of tests and inspections, review of Scope of Work or plans, payment for a work, or acceptance or final acceptance of the work by COD shall not constitute a waiver of any rights under this Contract or in law. The termination of this Contract shall in no way relieve Contractor from its warranty/guarantee responsibility.
- B. Warranty: Contractor will exercise diligence, competence, skill, and good judgment throughout the design process, supervision process if applicable and contract preparation including representing the work in sufficient detail on the plans and to describe it in sufficient detail in the specifications. The contractor is responsible for

ensuring that the design as it is assembled and integrated in the contract documents complies with fire, safety, and all other applicable building codes. The contractor is ultimately responsible for the facility and its systems' ability to function and perform in the manner and to the extent intended. Any work or materials which may have been unintentionally omitted in the design or description of the work, but which is clearly necessary for the proper completion of the contract, shall be furnished at its cost by the Contractor as if it had been specified in the plans and specifications.

- C. Warranty Applicable to Third Party Suppliers, Vendors, Distributors, and Subcontractors: Contractor/Proposer shall review the warranty requirements of products, equipment, materials and services provided under this contract and under the plans and specifications which are prepared for COD's construction work as are required of suppliers, vendors, general contractors and subcontractors to observe general compliance with the plans and specifications and avoid inconsistency. Contractor/Proposer shall cooperate with COD in facilitating warranty related work by such suppliers, vendors, distributors, general contractors and subcontractors.

6-11 Express Warranties for Services

Contractor warrants that the services shall in all material respects conform to the requirements of this Contract. Contractor warrants that qualified professional personnel with in-depth knowledge shall perform the services in a timely and professional manner; and that the services shall conform to the standards generally observed in the industry for similar services. Contractor warrants that the services shall be in compliance with all applicable laws, rules, and regulations.

6-12 Warranty Remedies

If at any time before Final Acceptance of any work covered by this Contract, Contractor or COD discovers one or more material defects or errors in the work of any other aspect in which the work materially fails to meet the provisions of the warranty requirements herein, Contractor shall, at its own expense and within thirty (30) days of notification of the defect by COD, correct the defect, error, or nonconformity.

Notice Required – COD shall give written notice of any defect to Contractor. If Contractor has not corrected the defect within thirty (30) days after receiving the written notice, COD, in its sole discretion, may correct the defect itself. In the case of an emergency where COD believes delay could cause serious injury, loss, or damage, COD may waive the written notice and correct the defect. In either case, COD shall charge-back the cost for such warranty repair to Contractor.

Contractor is responsible for all costs of repair or replacement in order to restore the work to the applicable Contract requirements or scope of work, including shipping charges, for work found defective before Final Acceptance, regardless of who actually corrects the defect.

6-13 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate, or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the

employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim or right, privilege or benefit, which would accrue to an employee.

6-14 Notices

Any notice which is required to be given hereunder shall be deemed sufficiently given or rendered if such notice is in writing and is delivered personally or sent by certified mail, postage prepaid, return receipt requested, or by a national overnight courier service to the following addresses:

City of DeKalb
Attn: Sabrina Kuykendall, Transit Grants Administrator
200 South Fourth Street
DeKalb, IL 60115

Any notice given hereunder by personal delivery or express mail shall be deemed delivered when received. Any properly addressed notice given herein by certified mail shall be deemed delivered when the return receipt therefore is signed, or refusal to accept the mailing by the addressee is noted thereon by the postal authorities. Either party may, at any time, change its address for the above purposes by sending a notice to the other party stating the change and setting forth the new address.

6-15 Non-Disclosure of Data

Data provided by COD either before or after Contract award shall only be used for its intended purpose. Proposers, vendors, Contractors, and subcontractors shall not utilize or distribute the COD data in any form without the prior express written approval of COD.

6-16 Non-Disclosure Obligation

While providing the work required under this Contract, Contractor might encounter licensed technology, software, documentation, drawings, schematics, manuals, data, or other materials marked "Confidential," "Proprietary," or "Business Secret." Contractor shall, with regard to such information and material received or used in performance of this Contract, employ practices no less than those used for the protection of Contractor's own confidential information.

The Contract imposes no obligation upon Contractor with respect to confidential information which Contractor can establish that: a) was in the possession of, or was rightfully known by Contractor without an obligation to maintain its confidentiality prior to receipt from COD or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by Contractor without the participation of individuals who have had access to COD's or the third party's confidential information. Contractor may disclose confidential information if so required by law, provided that Contractor notifies COD that the third party of such requirement prior to disclosure.

6-17 Public Disclosure Requests

Contracts shall be considered public documents and, with exceptions provided under public disclosure laws, will be available for inspection and copying by the public.

If a Contractor considers any portion of any documents which may be delivered to COD pursuant to this Contract to be protected under the law, Contractor shall clearly identify each such item with

words such as “Confidential,” “Proprietary,” or “Business Secret.” If a request is made for disclosure of any such document, COD will determine whether the document should be made available under the law. If the document or parts thereof are determined by COD to be exempt from public disclosure, COD will not release the exempted document.

6-18 Ownership of Data

Subject to the rights granted Contractor pursuant to this Agreement, all right, title and interest in and to the data, plans, schematics or other documents collected and developed during the performance of this contract shall at all times remain the sole and exclusive property of COD. Contractor shall surrender all such data to COD prior to submitting an invoice for final payment. Contractor shall not claim any copyright or other restriction on or infringement of this transfer of intellectual property rights and shall deliver all such documents in hard copy and in electronic format specified by COD.

6-19 Patents and Royalties

Contractor is responsible for paying all license fees, royalties, or the costs of defending claims for the infringement of any intellectual property that may be used in performing this Contract. Before final payment is made on this Contract, Contractor shall, if requested by COD, furnish acceptable proof of a proper release from all such fees or claims.

6-20 Changed Requirements

New federal, state, and local laws, regulations, ordinances, rules, policies, and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, Contractor agrees to accept all changed requirements that apply to this Contract and require subcontractors to comply with revised requirements as well. Changed requirements will be implemented through subsection 5-4, Contract Changes/ Change Order Procedure.

6-21 Contractual Relationships

No contractual relationship will be recognized under the Contract other than the contractual relationship between COD and the Prime Contractor.

SECTION 7 - STATE OF ILLINOIS CONTRACT REQUIREMENTS

7-1 Interest of Members in Congress

No member of or delegate to the Illinois General Assembly shall be admitted to any share or part of this contract or to any benefit arising therefrom.

7-2 Prohibited Interests

No member, or officer, or employee of the COD or a local public body with financial interest or control in this contract during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

7-3 Contract Changes

Any proposed change in this contract shall be submitted to the COD for its prior approval.

7-4 Escalation

The Department does not allow escalation clauses as part of specifications or contracts, with the following exceptions, subject to prior concurrence for each contract:

- Procurement for rail vehicles, where the contract price exceeds one year; and
- Procurements of metal product from a mill or manufacturer where quotations based on “price at time of shipment” have historically been used.

7-5 Equal Employment Opportunity

The Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act and Regulations of the Illinois Department of Human Rights (“Department”), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify such underutilization.
2. That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it will include, verbatim or by reference, the provisions of this ITEM in every subcontract it awards under which any portion of the Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event the subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

7-6 Financial Assistance

This contract is subject to financial assistance contracts between the COD and the United States Department of Transportation.

7-7 Additional Certifications

Sexual Harassment: The Contractor certifies that it is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

Tax Delinquency: The Contractor certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1 and is not delinquent in the payment of any tax, charge or obligation to the City of DeKalb.

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Employment of Illinois Workers on Public Works Act. If at the time the Contract Documents are executed, or if during the term of the Contract Documents, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*, (hereinafter referred to as “the Act”), GENERAL CONTRACTOR, its consultants, contractors, subcontractors and agents agree to employ Illinois laborers on this Project in accordance with the Act. GENERAL CONTRACTOR understands that the Act defines (a) “period of excessive unemployment” as “as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures”, and (b) “Illinois laborer” as “any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.” See 30 ILCS 570/1. Contractor understands and agrees that its failure to comply with this provision of the Contract Documents may result in immediate termination of the Contract Documents.

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting: The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating) or a similar law of another state or of the federal government.

Prevailing Wage: The Contractor certifies that it shall comply with all applicable provisions of the Prevailing Wage Act, and further certifies that it is not in violation of said Act and has not been barred from bidding on this proposal by virtue of a past violation of the Act. This notice is given pursuant to 820 ILCS 130/4 and the balance of the Illinois Prevailing Wage Act, which is incorporated herein by reference as if fully restated.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Contractor further certifies that it maintains a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635

Responsible Contractor Requirements: The Contractor certifies that it complies with the Illinois Procurement Code and the provisions of Section 30-22 thereof relating to apprenticeship and training, if applicable.

Record Retention and Audits: If 30 ILCS 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she/it is a: ☐ United States Citizen or Corporation ☐ Resident Alien ☐ Non-Resident Alien. The

Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification: Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is _____ and is doing business as a (check one): ☐ Individual ☐ Real Estate Agent ☐ Sole Proprietorship ☐ Government Entity ☐ Partnership ☐ Tax Exempt Organization (IRC 501(a) only) ☐ Corporation ☐ Not for Profit Corporation ☐ Trust or Estate ☐ Medical and Health Care Services Provider Corp.

Authorized in Illinois: The Contractor certifies that it is authorized to lawfully transact business in the State of Illinois, under all applicable Illinois laws and regulations. The Contractor certifies that it shall comply with the Corporate Accountability for Tax Administration Act, 20 ILCS 715/1, *et. seq.* Where applicable, the Contractor certifies that it is not barred from bidding by virtue of having been adjudicated to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act within the five years preceding this bid, pursuant to 415 ILCS 5/1, *et. seq.* The Contractor further certifies that it is in compliance with all applicable requirements of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/1, *et. seq.*

Export Administration, Supplies, Labor: The Contractor certifies that neither it nor any substantially owned affiliate is participating, nor shall participate, in an international boycott which is in violation of the provisions of the US Export Administration Act of 1979 or the regulations of the US Department of Commerce promulgated under the Act, including but not limited to the requirements of 30 ILCS 582/5. The Contractor further certifies that no foreign made equipment, materials or supplies furnished under the proposal or agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor, nor made in whole or in part by the labor of any child under the age of 12, under penal sanction pursuant to 30 ILCS 583/1 and 30 ILCS 584/1. The Contractor certifies that steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the City Manager grants an exception to said requirement, pursuant to 30 ILCS 565/1, *et. seq.*

General Compliance and Certification: The Contractor certifies that it has and will comply with all other applicable laws, regulations, ordinances or restrictions applicable to any component of the bidding process, agreement, or any services or materials provided in connection therewith. The Contractor acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules and regulations, and that it shall indemnify and hold harmless the City of DeKalb from any claim, liability or damages arising out of the failure to identify or comply with any such applicable legal restriction.

SECTION 8 - FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

8-1 No Obligation by the Federal Government

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

8-2 Program Fraud and False or Fraudulent Statements or Related Acts

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

8-3 Access to Records and Reports

The following access to records requirements apply to this Contract:

8. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to

49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

9. Where the Purchaser is a State and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
10. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
11. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
12. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
13. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
14. FTA does not require the inclusion of these requirements in subcontracts.

8-4 Changes to Federal Requirements

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

8-5 Termination

- a. **Termination for Convenience (General Provision)** The COD may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to COD to be paid the Contractor. If the Contractor has any property in its possession belonging to the COD, the Contractor will account for the same, and dispose of it in the manner the COD directs.
- b. **Termination for Default [Breach or Cause]** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the COD may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the COD that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the COD, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- c. **Opportunity to Cure** The COD in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 10 business days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to COD's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from COD setting forth the nature of said breach or default, COD shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude COD from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- d. **Waiver of Remedies for any Breach** In the event that COD elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by COD shall not limit COD's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. **Termination for Convenience of Default (Cost-Type Contracts)** The COD may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the COD or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the COD, or property supplied to the Contractor by the COD. If the termination is for default, the COD may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the COD and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the COD, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

8-6 Civil Rights Requirements

The following requirements apply to the underlying contract:

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:
 - a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In

addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

8-7 Disadvantaged Business Enterprise (DBE) Participation

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 10%. A separate contract goal for DBE participation has not been established for this procurement.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the COD deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. Bidders/Proposers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying an initial proposal:
 1. The names and addresses of DBE firms that will participate in this contract;
 2. A description of the work each DBE will perform;
 3. The dollar amount of the participation of each DBE firm participating;
 4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
 5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
 6. If the contract goal is not met, evidence of good faith efforts to do so.

Proposers must present the information required above as a matter of responsiveness with initial proposals (see 49 CFR 26.53(3)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of

payment for that work from the COD. In addition, is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

- e. The contractor must promptly notify the COD, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the COD.

8-8 Incorporation of FTA Terms

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

8-9 Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

8-10 Disputes, Breaches, Defaults, or Other Litigation

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of COD's Transit Manager. This decision shall be final and conclusive unless within five (5) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Transit Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Transit Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by COD, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the COD and the Contractor arising out of or relating to this agreement

or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the COD is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the COD or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

8-11 Disclosure of Lobbying Activities.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

8-12 Clean Air

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

8-13 Clean Water

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

8-14 Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8-15 Fly America

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

8-16 Access Requirements for Persons with Disabilities

The Recipient agrees to comply with the provisions of 49 U.S.C. § 5301(d), which sets forth the Federal policy that elderly persons and persons with disabilities have the same right as other persons to use transit service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. The Recipient also agrees to comply with all applicable requirements of the following Federal laws and any subsequent amendments thereto: section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicap; the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires accessible facilities and services to be made available to persons with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities.

8-17 Seismic Safety Requirements

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

ATTACHMENT A – Vendor Checklist

(Verification that all necessary documents are included)

This form must be completed and returned with the technical proposal. Failure to return this form may be cause for considering your proposal non-responsive.

	<u>Vendor Check-Off</u>	<u>COD Check-Off</u>
Cover Letter	_____	_____
Request for Proposal Cover Page	_____	_____
Attachment A: Vendor Checklist	_____	_____
Attachment B: Proposal Affidavit	_____	_____
Attachment C: Addendum Page	_____	_____
Attachment D: Certification Regarding Debarment and Suspension	_____	_____
Attachment E: Affidavit of Non-Collusion	_____	_____
Attachment F: Compliance with Federal Lobbying Regulations	_____	_____
Attachment G: Firm Data Sheet	_____	_____
Attachment H: DBE Good Faith Effort (Information Sheet)	N/A	N/A
Attachment I: DBE Letter of Intent	_____	_____
Attachment J: DBE Affidavit	_____	_____
Attachment K: DBE Unavailable Certification	_____	_____

ATTACHMENT B – Proposal Affidavit

The undersigned hereby declares that he/she has carefully read and examined the Advertisement, the Scope and Terms, the Specifications, Warranty, and Quality Assurance Requirements, with all supporting certificates and affidavits, for the provision of services specified.

Signed: _____

Title: _____

Company Name: _____

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public: _____

My Commission Expires: _____

ATTACHMENT C – Addendum Page

The undersigned acknowledges receipt of the following addenda to this RFQ. (Include the number and date for each entry.)

Addendum Number _____	Dated _____
Addendum Number _____	Dated _____
Addendum Number _____	Dated _____
Addendum Number _____	Dated _____
Addendum Number _____	Dated _____
Addendum Number _____	Dated _____
Addendum Number _____	Dated _____

Failure to acknowledge the receipt of all addenda may cause the proposal to be considered non-responsive to this Request for Qualification, which will require rejection of the proposal.

Signature

Title

ATTACHMENT D - Certification Regarding Debarment and Suspension

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the COD. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the COD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Authorized Official: _____

Signature: _____

Date: _____

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this proposal.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 ET Seq. are applicable thereto.

Authorized Official: _____

Signature: _____

Date: _____

ATTACHMENT E – Affidavit of Non-Collusion

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the proposer (if the proposer is an individual), a partner in the proposal (if the proposer is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the proposer is a corporation);
2. That the attached proposal has been arrived at by the proposer independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment, or service described in the Request for Qualifications, designed to limit independent proposals or competition;
3. That the contents of this bid proposal has not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Signed: _____

Company Name: _____

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public: _____

My Commission expires _____, 20_____

Proposer's Federal Employer Identification Number: _____
(Number used on Employer's Quarterly Federal Tax Return)

ATTACHMENT F – Certifications of Compliance with Federal Lobbying Regulations

The undersigned certifies to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____
Signature of Company Official

Date

Official's Title

ATTACHMENT G – Firm Data Sheet

The prime consultant is responsible for submitting the information requested below **for all firms on the project team, both prime and subcontractors**. All firms are to be reported on one combined sheet unless the number of firms requires the use of an additional sheet. Failure to submit complete data will result in the Expression of Interest not being considered.

Firm's Name and Address	Firm's DBE Status*	Firm's Age	Firm's Annual Gross Receipts

* Y = DBE-Certified by IDOT
N = Not DBE-Certified by IDOT

NA = Firm Not Claiming DBE Status
IP = DBE-Certification In-Process

ATTACHMENT H – Good Faith Effort
(For information only – not to be returned)

1. The COD has established a ten percent (10.0%) goal for Disadvantaged Business Enterprise (DBE) participation for this contract. Therefore, a proposer must, in order to be responsible and responsive, make a good-faith effort to meet the goal. The proposer can meet this requirement in either of two (2) ways. First, the proposer can meet or exceed the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if the proposer doesn't meet the goal, the proposer can document its good-faith efforts to meet the goal. This means that the proposer must show that it took all necessary and reasonable steps to achieve the DBE goal, or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
2. The COD will use the good-faith efforts mechanism as required by 49 CRF part 26. It is up to the COD to make a fair and reasonable judgment whether a proposer that did not meet the goal made adequate good-faith efforts. The COD will consider the quality, quantity, and intensity of the different kinds of efforts that the proposer made. The efforts employed by the proposer should be those that one could reasonably expect a proposer to take, if the proposer were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good-faith efforts to meet the DBE contract requirements. As emphasized by the Department of Transportation, COD's determination concerning the sufficiency of the firm's good-faith efforts is a judgment call; meeting quantitative formulas is not required.
3. The COD will not require that a proposer meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the proposer shows that an adequate good-faith was made. The rule specifically prohibits the COD from ignoring bona fide good-faith efforts.
4. The following is a list of types of actions that the COD will consider as part of the proposer's good-faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - a. Soliciting through all reasonable and available means (e.g. attendance at pre-proposal meetings, advertising, and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The proposer must determine with certainty whether or not a DBE is certified.
 - b. The DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - c. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - d. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

ATTACHMENT H – Good-Faith Effort (Continued)

- e. Negotiating in good-faith with interested DBEs. It is the proposer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

A proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities, as well as contract goals, into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a proposer's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the proposer of the responsibility to make good-faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs, if the price difference is excessive or unreasonable.

- f. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations, and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of proposals from DBEs in the Contractor's efforts to meet the project goal.
- g. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance, as required by the recipient or contractor.
- h. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- i. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and Local minority/women business assistance offices; and other organizations, as allowed on a case-by-case basis, to provide assistance in the recruitment and placement of DBEs.

ATTACHMENT I – DBE Letter of Intent

To: _____
(Name of Proposer)

The undersigned intends to perform work in connection with the above project as a DBE (circle one):

Individual _____ Corporation _____ Partnership _____ Joint Venture _____

The Disadvantaged Business Enterprise status of the undersigned is confirmed:

1. On the reference list of Disadvantaged Business Enterprises dated _____; or
2. On the attached Disadvantaged Business Enterprise Identification Statement.

The undersigned is prepared to perform the following work in connection with the above project (Specify in detail particular work items or parts thereof to be performed):

The DBE contractor will perform this work at the following price: _____

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

Items	Projected Commencement Date	Projected Completion Date
_____	_____	_____
_____	_____	_____

The above work will not be sublet to a non-Disadvantaged Business Enterprise at any tier. The undersigned will enter into a formal agreement for the above work with you, conditioned upon your execution of a contract with COD.

Name of Disadvantaged Business Enterprise: _____

By: _____

Title: _____

Date: _____

ATTACHMENT J – DBE Affidavit

State of _____

Date: _____

County: _____

The undersigned, being duly sworn, deposes and says that he/she is the (sole owner, partner, president, treasurer, or other duly authorized official of a corporation) of

(Name of Official)

(Name of DBE)

and certifies that since the date of its certification through the IL UCP, the certification has not been revoked nor has it expired nor has there been any change in the minority status of

(Name of DBE)

(Signature and Title of Person Making Affidavit)

Sworn to before me this _____ day _____, 20_____

(Notary Public)

NOTE: The proposer must attach the DBE's most recent certification letter or document to this affidavit.

ATTACHMENT K – DBE Unavailable Certification

I, _____, the _____
(Name) (Title)

of _____ certify that on _____
(Proposer/Prime Contractor) (Date)

I contacted the following Disadvantaged Business Enterprise to obtain a proposal to perform the following work item(s):

DBE Organization	Work Items Sought	Form of Proposal Sought (i.e., materials, materials & labor, labor only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____

To the best of my knowledge and belief, said Disadvantaged Business Enterprise was unavailable for work on this project, or unable to prepare a proposal, for the following reason(s):

Signature: _____ Date: _____

_____ was offered an opportunity on _____
(Name of Disadvantaged Business Enterprise) (Date)

by _____ to submit a proposal to perform the above identified work.
(Proposer)

The above statement is a true and accurate account of why I did not submit a proposal on this project.

Signed: _____
(Disadvantaged Business Enterprise Official)

Title: _____

Date: _____

Maintenance & Operations Facility

Architectural, Engineering, & Construction Management Qualifications

Prepared for the City of DeKalb
by Stantec
July 11, 2019



LA Metro Division 13 Bus Operations &
Maintenance Facility
Completed 2015





Contents

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A RFQ Cover Page & Requested Forms

REQUEST FOR QUALIFICATION – COVER PAGE

Issue Date: May 16, 2019

Title: Architectural, Engineering and Construction
Management Services

Reference Number: RFQ #TRANSIT02

Issuing and Using Agency: City of DeKalb
Attn: Sabrina Kuykendall, Transit Grants
Administrator
200 South Fourth St.
DeKalb, Illinois 60115

Proposals for Furnishing the Product(s)/Service(s) Described Herein Will Be Received Until:

2:00 PM on July 11, 2019

All Inquiries for Information Should Be Directed To: Address listed above or E-mail:
Sabrina.kuykendall@cityofdekalb.com

IF PROPOSALS ARE MAILED OR HAND-DELIVERED, SEND DIRECTLY TO:

TRANSIT DEPARTMENT, CITY OF DEKALB, 200 SOUTH FOURTH ST., DEKALB, ILLINOIS 60115.

The Reference Number, Date and Time of proposal submission deadline, as reflected above, must clearly appear on the face of the returned proposal package.

In Compliance With This Request for Qualifications And To All Conditions Imposed Therein and Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services Described Herein In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name and Address of Firm:

1600 Wilson Boulevard

Suite 360

Arlington, VA Zip Code: 22209-2510

Telephone: (703) 485-8555

Fax Number: (703) 485-8556

DUNS Number: 07-880-8936

Date: 6/27/19

By: 

(Signature in ink)

Name: Ken Arlington

(Please Print)

Title: Senior Principal

FEI/PIN Number: 56-2220906

E-Mail Address: ken.j.anderson@stantec.com

ATTACHMENT B – Proposal Affidavit

The undersigned hereby declares that he/she has carefully read and examined the Advertisement, the Scope and Terms, the Specifications, Warranty, and Quality Assurance Requirements, with all supporting certificates and affidavits, for the provision of services specified.

Signed: KAC

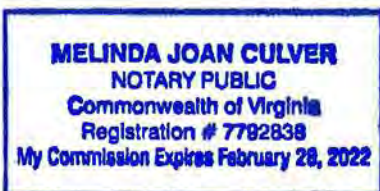
Title: Ken Anderson, Senior Principal

Company Name: Stantec Architecture Inc.

Subscribed and sworn to before me this 27 day of JUNE, 2019

Notary Public: MELINDA J. CULVER / Melinda J Culver

My Commission Expires: FEB 28, 2022




ATTACHMENT C – Addendum Page

The undersigned acknowledges receipt of the following addenda to this RFQ. (Include the number and date for each entry.)

Addendum Number <u>I</u>	Dated <u>6/26/19</u>
Addendum Number _____	Dated _____
Addendum Number _____	Dated _____
Addendum Number _____	Dated _____
Addendum Number _____	Dated _____
Addendum Number _____	Dated _____
Addendum Number _____	Dated _____

Failure to acknowledge the receipt of all addenda may cause the proposal to be considered non-responsive to this Request for Qualification, which will require rejection of the proposal.

Signature



Ken Anderson, Senior Principal

Title

ATTACHMENT D - Certification Regarding Debarment and Suspension


This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the COD. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the COD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Authorized Official: Ken Anderson, Senior Principal

Signature: 

Date: 6/27/19

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this proposal.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 ET Seq. are applicable thereto.

Authorized Official: _____

Signature: _____

Date: _____

ATTACHMENT E – Affidavit of Non-Collusion

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the proposer (if the proposer is an individual), a partner in the proposal (if the proposer is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the proposer is a corporation);
2. That the attached proposal has been arrived at by the proposer independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment, or service described in the Request for Qualifications, designed to limit independent proposals or competition;
3. That the contents of this bid proposal has not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Signed: 

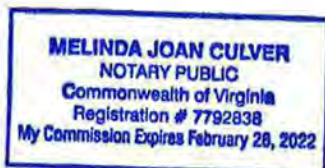
Company Name: Stantec Architecture Inc.

Subscribed and sworn to before me this 27 day of JUNE, 20 19

Notary Public: MELINDA J CULVER / 

My Commission expires FEB 28, 20 22

Proposer's Federal Employer Identification Number: 56-222 0906
(Number used on Employer's Quarterly Federal Tax Return)



ATTACHMENT F – Certifications of Compliance with Federal Lobbying Regulations

The undersigned certifies to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: 
Signature of Company Official

6/27/19
Date

Ken Anderson, Senior Principal
Official's Title

ATTACHMENT G – Firm Data Sheet

The prime consultant is responsible for submitting the information requested below **for all firms on the project team, both prime and subcontractors**. All firms are to be reported on one combined sheet unless the number of firms requires the use of an additional sheet. Failure to submit complete data will result in the Expression of Interest not being considered.

Firm's Name and Address	Firm's DBE Status*	Firm's Age	Firm's Annual Gross Receipts
Stantec Inc. 400-10220-103 Street Edmonton AB T5J 0K4 Canada	N	65	\$4,283,800,000* *Gross Revenue
C. C. Johnson & Malhotra, P.C. (CCJM) 303 E. Wacker Dr., Suite 303 Chicago, IL 60601	Y	40	\$13,843,325
Daniel Weinbach & Partners, LTD. 53 W. Jackson Blvd. #250 Chicago, IL 60604	Y	32	\$850,000
Engineering Enterprises Inc. 52 Wheeler Road Sugar Grove, IL 60554	N	45	\$7,000,000
Fred Gilliam Transit Operations Consultant 4000 Los Oasis Hollow Austin, TX 78739	N	9	\$100,000+
Marlene Connor Associates 275 Southampton Road Holyoke, MA 01040	N	4	\$208,615
Middleton Construction Consulting 5600 North River Road, Suite 950 Rosemont, IL 60018	N	6	\$6,500,000

* Y = DBE-Certified by IDOT
N = Not DBE-Certified by IDOT

NA = Firm Not Claiming DBE Status
IP = DBE-Certification In-Process

ATTACHMENT I – DBE Letter of Intent

To: Stantec Architecture Inc.
(Name of Proposer)

The undersigned intends to perform work in connection with the above project as a DBE (circle one):

Individual _____ Corporation X Partnership _____ Joint Venture _____

The Disadvantaged Business Enterprise status of the undersigned is confirmed:

1. On the reference list of Disadvantaged Business Enterprises dated _____; or
2. On the attached Disadvantaged Business Enterprise Identification Statement.

The undersigned is prepared to perform the following work in connection with the above project (Specify in detail particular work items or parts thereof to be performed):

Mechanical, Electrical, Plumbing and/or Fire Protection Engineering Services

The DBE contractor will perform this work at the following price: To be determined

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

Items	Projected Commencement Date	Projected Completion Date
<u>To be determined</u>	_____	_____
_____	_____	_____

The above work will not be sublet to a non-Disadvantaged Business Enterprise at any tier. The undersigned will enter into a formal agreement for the above work with you, conditioned upon your execution of a contract with COD.

Name of Disadvantaged Business Enterprise: C.C. Johnson & Malhotra, P.C.

By: Amel Aruj

Title: President

Date: June 21, 2019

ATTACHMENT J – DBE Affidavit

State of Illinois

Date: June 21, 2019

County: Cook

The undersigned, being duly sworn, deposes and says that he/she is the (sole owner, partner, president, treasurer, or other duly authorized official of a corporation) of

Anil Ahuja, PE, RCDD, LEED BD+C

(Name of Official)

C.C. Johnson & Malhotra, P.C. (CCJM)

(Name of DBE)

and certifies that since the date of its certification through the IL UCP, the certification has not been revoked nor has it expired nor has there been any change in the minority status of

C.C. Johnson & Malhotra, P.C. (CCJM)

(Name of DBE)

Anil Ahuja
(Signature and Title of Person Making Affidavit)

Anil Ahuja, PE / President

Sworn to before me this 21st day June

20 19

Rhonda Garrett
(Notary Public)



NOTE: The proposer must attach the DBE's most recent certification letter or document to this affidavit.



Illinois Department of Transportation

Office of Business & Workforce Diversity
2300 South Dirksen Parkway / Springfield, Illinois 62764

July 19, 2018

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. S. Kumar Malhotra
C. C. Johnson & Malhotra, P.C.
12300 Twinbrook Pkwy., Ste. 215
Rockville, MD 20852

Dear Mr. Malhotra:

The Illinois Department of Transportation (IDOT) has approved the "No Change Affidavit" for C. C. Johnson & Malhotra, P.C., and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

In order to remain certified and in good standing, you must annually submit a No Change Affidavit. IDOT will send an affidavit form 60 days prior to the firm's next anniversary date.

Should the submitted information change, you are required to notify IDOT's Bureau of Small Business Enterprises (bureau) within 30 days of the change.

Note: Pursuant to 49 CFR Part 26.83(i), whenever there are any change in circumstances affecting your firm's eligibility status, your firm must provide written notification to IDOT within 30 days of the occurrence of the change. If you fail to make timely notification, it may result in the loss of your firm's certification.

If you have any questions, please contact the Bureau of Small Business Enterprises at (217) 782-5490.

Sincerely,

A handwritten signature in blue ink, reading "Debra A. Clark".

Debra A. Clark, Bureau Chief
Bureau of Small Business Enterprises

ATTACHMENT I – DBE Letter of Intent

To: Stantec Architecture Inc.
(Name of Proposer)

The undersigned intends to perform work in connection with the above project as a DBE (circle one):

Individual x Corporation Partnership Joint Venture

The Disadvantaged Business Enterprise status of the undersigned is confirmed:

1. On the reference list of Disadvantaged Business Enterprises dated ; or
2. On the attached Disadvantaged Business Enterprise Identification Statement.

The undersigned is prepared to perform the following work in connection with the above project (Specify in detail particular work items or parts thereof to be performed):

Landscape architecture

The DBE contractor will perform this work at the following price: To be determined

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

Items	Projected Commencement Date	Projected Completion Date
<u>To be determined</u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

The above work will not be sublet to a non-Disadvantaged Business Enterprise at any tier. The undersigned will enter into a formal agreement for the above work with you, conditioned upon your execution of a contract with COD.

Name of Disadvantaged Business Enterprise: DANIEL WEINBACH & PARTNERS, LTD.

By: Wendy Schulenberg

Title: CORP. PRESIDENT

Date: 6.25.19

ATTACHMENT J – DBE Affidavit

State of ILLINOIS

Date: 6/18/19

County: COOK

The undersigned, being duly sworn, deposes and says that he/she is the (sole owner, partner, president, treasurer, or other duly authorized official of a corporation) of

WENDY SCHULENBERG

(Name of Official)

DANIEL WEINBACH & PARTNERS, LTD.

(Name of DBE)

and certifies that since the date of its certification through the IL UCP, the certification has not been revoked nor has it expired nor has there been any change in the minority status of

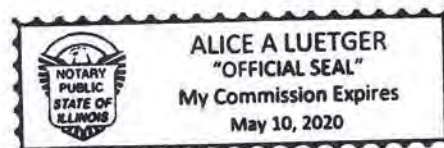
DANIEL WEINBACH & PARTNERS, LTD.

(Name of DBE)

Wendy Schulenberg
(Signature and Title of Person Making Affidavit)

Sworn to before me this 18th day JUNE, 20 19

Alice A. Luetger
(Notary Public)



NOTE: The proposer must attach the DBE's most recent certification letter or document to this affidavit.



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

May 2, 2019

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Wendy Schulenberg
WEINBACH, DANIEL & PARTNERS, LTD.
Daniel Weinbach & Partners, Ltd.
53 West Jackson Blvd., Suite 250
Chicago, IL 60604

Dear Wendy Schulenberg,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2018. Your firm's total annual transportation fee capacity will be \$600,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 129.99% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Office of Quality Compliance and Review in a pre-award audit.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2019. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,
Jack Elston, P.E.
Bureau Chief
Bureau of Design and Environment

ATTACHMENT K – DBE Unavailable Certification

I, Ken Anderson, the Senior Principal
(Name) (Title)

of Stantec Architecture Inc. certify that on _____
(Proposer/Prime Contractor) (Date)

I contacted the following Disadvantaged Business Enterprise to obtain a proposal to perform the following work item(s):

<u>DBE Organization</u>	<u>Work Items Sought</u>	<u>Form of Proposal Sought (i.e., materials, materials & labor, labor only, etc.)</u>
<u>Not Applicable - DBE firms were secured for work.</u>		

To the best of my knowledge and belief, said Disadvantaged Business Enterprise was unavailable for work on this project, or unable to prepare a proposal, for the following reason(s):

Not Applicable - DBE firms were secured for work.

Signature: _____ Date: _____

_____ was offered an opportunity on _____
(Name of Disadvantaged Business Enterprise) (Date)

by _____ to submit a proposal to perform the above identified work.
(Proposer)

The above statement is a true and accurate account of why I did not submit a proposal on this project.

Signed: _____
(Disadvantaged Business Enterprise Official)

Title: _____

Date: _____

B Cover Letter



Stantec Architecture Inc.
1600 Wilson Boulevard, Suite 360
Arlington, Virginia 22209

July 11, 2019

Ms. Sabrina Kuykendall
City of DeKalb Transit Grants Administrator
200 South Fourth Street
DeKalb, Illinois 60115

RE: RFQ Response for the City of DeKalb Maintenance and Operations Facility

Dear Ms. Kuykendall and Members of the Selection Committee:

The planning and design of an operations and maintenance campus is a complex and challenging task, which typically limits the number of qualified and experienced firms that can succeed in this endeavor. Given that there will be multiple users and operating agencies occupying the same site, a site selection and evaluation process needs to be undertaken, Federal NEPA approval is required, and that there is a desire for innovative, sustainable solutions that work for transit facilities, you are now probably only considering a highly specialized team with a superior level of specific, related experience.

After carefully reading the Request for Qualifications, Stantec has assembled what we believe to be that team.

Our team is comprised of both national and local Chicago and Illinois-based firms and includes the following:

- | | |
|--|---|
| • Stantec (Prime) Arlington, VA and Chicago, IL | Architecture, Planning, Industrial Equipment, Sustainability, NEPA, Fueling, Structural Engineering, and MEP Engineering design support |
| • CCJM (DBE), Chicago, IL | MEP Engineering, Fire Protection |
| • Engineering Enterprises, Inc., Chicago, IL | Civil Engineering and Public Engagement |
| • Gilliam Associates, Austen, TX | Funding Strategy & Grant Writing |
| • Daniel Weinbach & Partners (DBE), Chicago, IL | Landscape Architecture |
| • Middleton Construction Consulting, Madison, WI | Cost Estimating |
| • MC&A, Holyoke, MA | Funding Strategy & Grant Writing |

Stantec has a strategic national and North American transit practice that goes back 40-plus years and includes over 300 operations and maintenance facility projects completed for cities, counties, utility districts, and transit agencies across the US and Canada. Our in-house team has direct experience with the specific project requirements, including specialty tasks such as fuel system design and NEPA documentation. Our team is well established and works as one team and is supplemented by a strong local consulting engineering team.

We believe this team has many unique qualifications and will provide the following benefits:

Local presence combined with national experience – The Stantec team is comprised of local Chicago-area engineering firms and consultants, each with extensive experience and involvement in the local area. At the same time, the team brings a recognized leader in Stantec, with extensive expertise and experience in city bus operations and maintenance facilities as well as transit operations and maintenance facilities and has collectively completed over 300 facilities similar to yours. Understanding how critical local presence and interaction is for a project of this type, our team members will be on-site extensively during preliminary design, final design, and construction.

Truly collaborative approach - The Stantec approach is a highly collaborative approach. Our process is based upon starting our work in a design charrette format, in which we will gather for multiple planning or design sessions in DeKalb where we can work collaboratively and receive direct input from you and the various stakeholders each day. We have utilized this process for over 35 years and have found this process provides tremendous value that helps guide the direction of the project as it's being developed. Our process always works and is always successful because the key people get involved and the energy that is generated is contagious and results in buy-in from all key users. The benefit is that you become a part of this process, and with the on-going interaction and collaboration, we can assure you that we will achieve the right solution. A modern, state-of-the-art facility that is functional, efficient, and innovative—Stantec's creative building design, combined with our functionally driven layouts and adjacencies for equipment, process, and people, create our design solutions. We know what works and what doesn't. We will design to your specific needs while providing benchmarks from experience with similar clients and projects like yours across the nation.

An aesthetically pleasing addition to the community – We view vehicle maintenance facilities not simply as industrial equipment buildings, but as civic buildings, deserving of the quality of other civic structures. Designing a city and university vehicle operations and maintenance campus that is both functional and contextual is standard practice for the Stantec team. We will create a design that is functional, innovative, sustainable and has a great aesthetic, one that is embraced by the community, and which will create a sense of civic and University pride.

Proven resilient and sustainable design expertise – Our team focuses on going beyond LEED and well beyond counting points to create truly resilient projects. Sustainable design does not have to cost more. Our goal is to design exceptional places and facilities that save the client operating funds year over year, help attract and keep the best workforce, and help improve people's lives and their work environments by addressing the triple bottom line of energy efficiency; health and well-being; and material and environment stewardship.

We believe this Stantec team, along with our partners, is the right team with the right experience and the right approach that will provide all these benefits. We will deliver an operations and maintenance facility design that the City and University, the employees that will work there, and the citizens of DeKalb can truly be proud of. We hope that you agree.

We acknowledge receipt of Addendum 1 and thank you for this opportunity. We are eager to discuss this project with you. If you have any questions, please feel free to contact me.

Regards,
STANTEC ARCHITECTURE INC.



Ken J. Anderson

Senior Principal & Principal-in-Charge
(571) 290-7680
ken.j.anderson@stantec.com

C Qualifications and Capabilities

1. Project Team

Our project team includes some of the most experienced architecture and engineering possible for the City of DeKalb's project. We have provided professionals within our firm who have strong working relationships, past successful projects, and unmatched capabilities in the design of maintenance and operations facilities. Also, we have provided specialists in their respective fields, such as environmental science, fueling, and civil engineering. When necessary, we have sought out subconsultants to complement our team.

We see this project as the first step toward developing a long-term client relationship with the City. To create that, we recognize that we need to make a commitment to the City that goes well beyond the completion of this project. Achieving that starts with the best possible team.

Though Stantec has the capability in-house to perform the MEP/FP responsibilities, we have added CCJM to our team. Not only does this support local businesses and fulfills DBE participation goals, but it also provides an opportunity to provide mentorship.

Stantec will implement a **"Mentor/Mentee" approach** with CCJM for delivering these disciplines. This approach is a national one that is favored by FTA, and one that Stantec has utilized successfully in the past. It will help DeKalb in three key ways:

1. DeKalb will benefit from our Stantec team's expertise in delivering MEP design for transit facilities.
2. It will help DeKalb support the growth and capabilities of local and DBE firms without risk to the quality of your project (due to the lack of previous relevant experience of those firms.)
3. Utilizing this process will set DeKalb up in a much more favorable way with the FTA when applying for **future funding grants**.

We are excited to utilize this Mentor/Mentee process with CCJM and believe it to be the best solution toward achieving a high-quality project for the City.

On the following page, we have provided a chart with an overview of the qualifications of our project team's key personnel. In the appendix, you will find full resumes for the entire project team including all subcontractors.



Key Personnel	Role	# of Maint. & Operations Facilities	Years in Industry	Experience
Ken Anderson AIA, LEED AP Stantec	Principal- in-Charge	50	23	Ken is a leader in the firm's national transportation practice. He has led numerous large and innovative transit projects, including the first LEED Gold transit facility in the United States, and Division 13, the newest, largest maintenance and operations facility for Los Angeles Metro. Ken is committed to a multi-disciplinary approach to architecture and planning that creates resilient, sustainable, flexible, and functional that focus on the people that use the facility.
Greg Shipley AIA, LEED AP BD+C Stantec	Project Manager	20	23	Greg has more than 20 years of architectural experience working on transit, maintenance and operations facilities, office, military, and housing projects throughout the U.S. Greg's exposure to a wide variety of projects has given him a broad understanding of multiple building types and clients.
Jared Weismantel CA, CSI, CDT Stantec	Industrial Designer	100	8	Jared has worked on over 100 operations and maintenance facility projects including municipal, bus, and rail transit. His responsibilities include programming, master planning, equipment selection, specification, and layout. Jared has a logical and concise approach to the problem-solving process that results in functional and efficient design.
Ronald (RB) Laurence PE Stantec	Fueling System Design Lead	20+	29	RB has extensive experience in project management, fuel system design, flammable liquids engineering, fuel system operations, and permitting. He is a specialist in the design of unique vehicle fleet facilities. He has consulted with clients on fuel system safety and environmental risks, asset management strategy, compliance, and permitting strategy. RB works on a design and consulting team that has designed over 100 retail, rental car, fleet, specialty, and institutional fueling and tank facilities, serving often in the role of senior technical reviewer, engineer-of-record, or project quality leader.

Key Personnel	Role	# of Maint. & Operations Facilities	Years in Industry	Experience
Amy Krebs PWS Stantec	Environmental/ Permitting	4	19	Amy has more than 19 years of experience. Her permitting experience includes state- and local-level permitting in several states, and federal National Environmental Policy Act (NEPA) permitting and coordination. Her specialized expertise includes habitat assessment, evaluation, and classification; environmental resource permitting; sovereign submerged lands permitting and water quality studies; submerged aquatic vegetation mapping; aerial photo-interpretation; land use mapping; ecological assessments; threatened and endangered species studies; and wetland mitigation design and monitoring.
John Whitehouse PE, PLS Engineering Enterprises Inc. (EEI)	Civil Engineering Lead	2	37	John is both a registered engineer and a professional surveyor. He serves as a senior project manager for projects
Tim Holdeman Engineering Enterprises Inc. (EEI)	Public Engagement Lead	N/A	37	Tim Holdeman is Director of Business Development and Senior Project Manager for EEI with over 15 years of public sector project management and public engagement experience. He formerly served as Director of Public Works for the City of DeKalb, Illinois and Water Superintendent for the City of Rockford, Illinois and has extensive knowledge of the community as well as their processes. Tim also has 15 years of consulting experience focused on serving municipal clients.
Marlene Connor MC&A	Funding Strategist	N/A	30	Marlene blends private and public sector experience with an intense personal commitment to improving transportation policy. She was previously the chief executive officer of the Pioneer Valley Transit Authority in Springfield, MA where she directed numerous changes in service delivery, consolidated the fixed route and paratransit services programs, and implemented a systematic financial improvement process that improved efficiency while enhancing mobility. She currently uses that industry inside knowledge to help agencies write Grant applications for a variety of FTA funding programs.

Project Team Organization



Ken Anderson AIA, LEED AP
Principal in Charge

Greg Shipley AIA, LEED AP BD+C
Project Manager

Architecture, Planning, & Interior Design

- **Barb Berastegui** AIA, LEED AP BD+C
QA/QC Lead
- **Tyler Walter** AIA, LEED AP BD+C
Project Designer
- **Paul Zook** RA, NCARB
Project Architect
- **Jared Weismantel** RA, CDT
Industrial Architect
- **Samantha Gotta** NCIDQ, LEED AP BD+C
Interior Designer
- **Al Migon** AIA, LEED AP BD+C, CDT
Construction Administration

Buildings Engineering

- **Sunondo Roy** PE, LEED BD+C
CCJM (DBE)
MEP Engineering/Fire Protection Lead
- **Wei Qian** PE, LEED AP
CCJM
Mechanical Engineer
- **Earl Wong** PE, LEED AP
Mechanical Engineer
- **Jin Hyung Lee** LEED BD+C
CCJM
Electrical Engineer
- **Jason Decheck** PE, LEED AP
Electrical Engineer
- **Mark Spigarelli** CPD
CCJM
Plumbing/Fire Protection Engineer
- **Michael Brennan** PE
Structural Engineer
- **Rachel Fitzgerald** LC, MIES, IALD,
LEED AP BD+C
Lighting Designer

Transit & Fueling

- **Ralph DeNisco**
Transit Planning Lead
- **Sasha Pejicic** PMP
Transit Advisory Lead
- **RB Laurence** PE
Fueling Design Lead

Environmental & Sustainability

- **Amy Krebs** PWS
Environmental
- **Rachel B-Godfrey** LEED AP BD+C, ENV SP, WELL AP
Sustainability Lead

Civil, Survey, & Landscape Architecture

- **John Whitehouse** PE, PLS
EEI
Civil Engineer/Surveyor
- **Wendy Schulenberg**
ASLA
Daniel Weinbach & Partners (DBE)
Landscape Architect

Cost Estimating, Funding & Public Engagement

- **Thomas Middleton, MCC**
Cost Estimating
- **Marlene Connor, MC & A**
Funding Strategist
- **Fred Gilliam, Gilliam Associates**
Funding Strategist
- **Tim Holdeman, EEI**
Public Engagement

LEGEND

- Stantec Management Team
- Stantec Team Members
- Sub-consultants

We design with community in mind.



Memphis Area Transit Authority, Site Selection and Facility Design, 2010

Founded in 1954, Stantec is a global design practice focused on creating better design at every scale. As a tightly integrated collection of design thinkers spanning scales, geographies and disciplines, we balance insight and aesthetics to solve complex problems and find vibrant, meaningful, high-performing solutions. We have proven that the most successful solutions are built on holistic thinking.

We believe deeply thoughtful understanding is critical to solving today's complex challenges, and we combine this insight with aesthetics to create places that are functional and beautiful. We balance the broad expertise and international reach of a larger design firm with the personalized service and creativity of a local boutique design firm. Communities are fundamental. Whether around the corner or across the globe, they provide a foundation, a sense of place and of belonging.

We care about the communities we serve—because they're our communities too. This allows us to assess what's needed and connect our expertise, to appreciate nuances and envision what's never been considered, to bring together diverse perspectives so we can collaborate toward a shared success.

We're designers, engineers, scientists, and project managers, innovating together at the intersection of community, creativity, and client relationships. Balancing these priorities results in projects that advance the quality of life in communities across the globe.

Stantec trades on the TSX and the NYSE under the symbol STN. Visit us at stantec.com or find us on social media.



Stantec Key Statistics

65	Years in Business
400+	Locations Across 6 Continents
22,000+	Employees
300+	Operations & Maintenance Facilities
150+	Transit Stations
400+	Staff Dedicated to Transit
400+	Design Awards
600+	LEED Projects

3. Contested Environmental Reviews

There are no unsatisfied judgments or arbitration awards outstanding against Stantec. Stantec does have some legal proceedings, lawsuits, or claims pending. These are a normal part of professional services industries. All have been reported to Stantec's insurers who are in the process of adjusting/managing them. None will have a material effect on the financial position of the company or its ability to undertake this assignment. Perhaps of greater comfort to our clients is the fact that Stantec seeks to deal with client concerns and claims promptly and fairly through its Risk Management group. As a public company, Stantec has substantial assets and maintains a high professional liability insurance limit. Stantec's claims history has resulted in relatively low insurance premiums when compared with firms of similar size and character.

4. Qualifications and Capabilities

Operations & Maintenance Facilities

Stantec is the nation's leading architectural firm specializing in the planning and design of operations and maintenance facilities. With over 40 years of experience, Stantec has built a major practice that has delivered over 300 bus, rail, streetcar, or public

works maintenance facilities across North America. Stantec's core team of dedicated market specific professionals approach every project as a unique design opportunity that responds to each individual client's overall needs, opportunities, constraints, and most importantly their overall vision for the project. Our design process is centered on collaboration and specifically tailored to engage the stakeholders from the very start.

This process utilizes the **design charrette** as the collaboration incubator which enables long term strategic thinking and creates strong communication and dialog from the project's beginning. It also breaks down barriers thus empowering all individuals on the project to participate in the design and creation process.

Stantec excels at the national level because our design philosophy is centered on making operations and maintenance facilities about the people that work in these facilities, maintain the vehicles, and provide the valuable transportation and municipal related services to their communities. Design aesthetics, sustainability, neighborhood compatibility and community acceptance therefore play a vital role in the design of all of Stantec's maintenance and operations facility projects. We are now establishing the "What's Next" which includes meeting the WELL Building Standards, focusing on health and wellness and bringing regenerative design to our clients and these facilities. Our process includes looking at the following:



East Valley Metro, AZ, Bus Operations & Maintenance Facility, Completed 2012

Functionality –

The programming, site planning, and concept design must be functional. Our entire approach is centered on developing facilities that will be functional and designed specifically for your staff and users based upon their desired operating procedures. Our design team will spend the necessary time to understand how your departments operate, share how similar organizations operate, and provide the latest innovative design solutions.

Safety

Ensuring that your master plan and facility design creates an overall efficient, yet safe environment is our top priority. Transit Operations and Maintenance Facility projects naturally combine employee vehicles with transit and non-revenue vehicles. Operations typically occur for 20-22 hours per day. Transit facilities must remain operational to assist in relief during natural disasters and large-scale emergency situations. The Stantec Team understands these unique requirements and plan the facility accordingly.

Disciplines Provided by Stantec

The following are special disciplines the Stantec team provides to further enhance and support this project.

Architecture

Design matters. At its heart, building design is about creating meaningful and responsive environments for people. Interior or exterior, we create spaces that are engaging and uplifting, that contribute to our sense of health and wellbeing, and the sustainable stewardship of our communities. We are a tightly integrated collection of design thinkers spanning scales, geographies and disciplines. We balance insight and aesthetics to solve complex problems and find vibrant, meaningful, high-performing solutions.

Environmental Services

Backed by decades of experience, we work side-by-side with you to create responsible solutions. Whether it's preparing a complex permit application, conducting time critical due diligence for

acquisitions, assessing a facility for water and energy efficiency, monitoring a site during construction, developing a decommissioning plan, conducting ecological and human health risk assessments, or outlining regulatory options, we develop solutions to achieve your project objectives while balancing stakeholder interests.

Buildings Engineering and ICT

Our team represents all major engineering disciplines—structural, mechanical, electrical, acoustics, security, audio visual, technology, lighting, and process engineering. With decades of innovation and experience under our belts we're achieving remarkable results in building technologies, energy, and environmental performance for our clients. Our buildings engineers are experienced with initial concept to design, construction, commissioning, and validation.

Sustainable and Resiliency Design

Our goal is to design exceptional places, facilities and work environments that help improve people's lives by being responsible stewards of the earth, and by addressing energy efficiency, healthy facilities, and respect for the environment. These values are inherent from master planning through final design and are core to Stantec's mission.

Stantec has been committed to sustainability for decades, leading energy efficient and renewable energy innovations since the 1970s. Innovative sustainability that furthers design excellence and client missions is an essential part of how we work.

Our expertise in sustainable design helps us understand the needs and goals of public clients, providing healthy, energy-efficient and highly productive work spaces for transit agencies. For example:

- We designed the **first LEED Gold** Bus Operations & Maintenance Facility for Valley Metro in Tempe, AZ.
- We designed **one of the first LEED Gold** Light Rail Operations & Maintenance Facilities for LA

Stantec has been **dedicated to the transit industry** for **over 40 years**. We bring that experience to bear on this project.

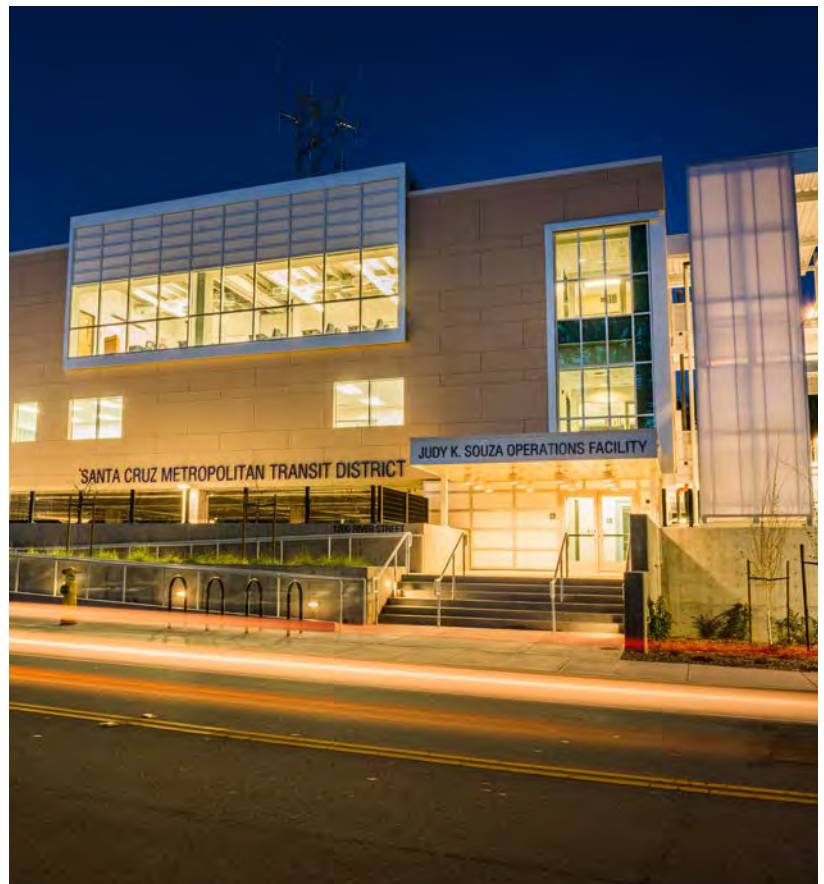
Metro.

- We designed the country's **first LEED Platinum** Bus Operations & Maintenance Facility for TRANSCO in South Bend, IN.
- We designed the **largest LEED Platinum, Net Zero Energy** Operations & Maintenance Facility for the Sacramento Municipal Utility District (SMUD).

5. Sub-Consultants

Stantec has the capability to perform most of the scope of services in house. However, we propose the following subconsultants for key areas of the scope as well as to satisfy DBE/ SBE goals that may be associated with a task. Stantec has worked with these firms on similar projects.

Full resumes for these sub-consultants are included in the Appendix.



Sub-Consultants

Firm	Address	Contact Person	Phone	Project Function
C. C. Johnson & Malhotra, P.C. (CCJM) (DBE and MBE Certified)	303 E. Wacker Drive #303 Chicago, IL 60601	Sunondo Roy	(312) 626-2984	MEP
Daniel Weinbach & Partners, LTD. (WBE, DBE, and IDOT pre-qualified)	53 West Jackson Blvd. Suite 250 Chicago, IL 60604	Wendy Schulenberg	(312) 427-2888	Landscape Architecture
Engineering Enterprises Inc. (EEI)	52 Wheeler Road Sugar Grove, IL 60554	John Whitehouse	(630) 466-6738	Public Outreach, Site Survey, and Civil Engineering
Fred Gilliam Transit Operations Consultant	4000 Los Oasis Hollow Austin, TX 78739	Fred Gilliam	(512) 992-6080	FTA Grant & Other Funding Resource Support
Marlene Connor Associates	275 Southampton Road Holyoke, MA 01040	Marlene Connor	(413) 539-9005	FTA Grant & Other Funding Resource Support
Middleton Construction Consulting (MMC) (SDVOSB)	5600 North River Rd Suite 950 Rosemont, IL 60018	Tom Middleton	(312) 445-0000	Cost Estimating

6. Insurance

find a copy of our professional liability insurance certificate.

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/1/2019 9/12/2018																									
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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL: _____ ADDRESS: _____																										
INSURED 1414100 STANTEC ARCHITECTURE AND ENGINEERING LLC 370 INTERLOCKEN BOULEVARD, SUITE 300 BROOMFIELD CO 80021-8012	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Lloyds of London</td> <td></td> </tr> <tr> <td>INSURER B: AIG Specialty Insurance Company</td> <td>26883</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lloyds of London		INSURER B: AIG Specialty Insurance Company	26883	INSURER C:		INSURER D:		INSURER E:		INSURER F:												
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INSURER F:																											
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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.																											
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ACORD 25 (2016/03)

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D Related Experiences



1. Harrisonburg Administration & Maintenance Facility

Harrisonburg, Virginia

Professional Services:

Master Planning,
Programming, Architecture,
Interior Design

Project Size:

Operations: 17,160 sf
Maintenance: 31,350 sf

Client:

Harrisonburg Department of
Public Transportation

Construction Value:

\$16M

Timeline:

2011-2014

This is a joint-use facility for the City, to handle 120+ standard and school buses for both the City and James Madison University, plus 350+ public works vehicles. Maintenance capabilities include separate maintenance bays and work areas for both bus operators. Eight large, heavy-duty works bays, plus four school bus bays are supplemented by a variety of specialty bays, including tire changing and high-density tire storage, multi-purpose, chassis, and full vehicle wash bays.

The facility also includes a separate administration

and operator building, parts storage, and exterior fuel and vehicle storage. It's designed to allow seamless future growth on site without disruption to operations. The team was required to obtain public and City Council approval.

We sighted the building to accommodate a dramatic change in site elevation that saved millions and at the same time provided opportunities within the building for connections between user groups, natural light, and efficient site circulation.



2. Nakoosa Trail Satellite Bus Maintenance Facility

Madison, Wisconsin

Professional Services:

Master Planning,
Programming, Architecture,
Interior Design, Lighting
Design

Project Size:

193,000 sf

Construction Value:

\$42M (estimated)

Client:

Madison Metro Transit, WI

Timeline:

2017-present

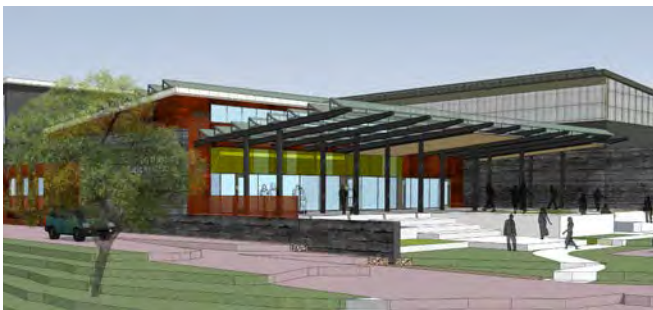
Sustainable Design:

Pursuing LEED-NC Silver

This is a satellite facility for Metro, to handle 52 standard and articulated buses, and full maintenance capabilities, including eight work bays, a tire bay, and multi-purpose work bay. It also includes operator and maintenance training rooms, a maintenance training room and bay, parts storage, indoor fuel and wash, and indoor vehicle storage. The design allows vehicles to flow harmoniously with the Fleet Facility on the same site.

The design intent for the bus facility is to have a building similar in character, form, material, and color palette of the fleet facility. The southeast corner of

the Nakoosa Trail site where the building sits is a grassy hillside along Commercial Avenue. The south and east side of the building is below grade. Because of the unique site condition, location, quantity and type of glazing was carefully studied and located based on the orientation of the building, intensity of direct glare, and amount of daylight needed. The upper story of the building will be the Metro Transit's Administrative Office, parking deck for staff and visitors with the main entry driveway coming off Commercial Avenue, and green roof to be used by staff during warmer months.



3. Nakoosa Trail Fleet, Fire, & Radio Shops Facility

Madison, Wisconsin

Professional Services:

Master Planning,
Programming, Architecture,
Interior Design, Landscape
Architecture, Lighting Design

Project Size:

133,600 sf

Construction Value:

\$28.6M

Client:

City of Madison, WI

Timeline:

2015-present

Sustainable Design:

Pursuing LEED-NC Silver

This is a joint-use facility for the City, to handle 200+ public works vehicles, including light duty white fleet, standard duty street vehicles, heavy-duty dump trucks, fire trucks, and garbage trucks, and police and rescue vehicles. Public Works, Fire Maintenance and Communications Shop will all be relocated here from other facilities.

Maintenance capabilities include 12 light duty work bays, 10 heavy duty work bays, two fire bays, 13 total communications bays for all vehicles, and a variety of specialty bays, including tire changing, multi-purpose, chassis and full vehicle wash bays, and paint bays.

The facility also includes admin and operator spaces, parts storage, and exterior fuel and vehicle storage. It's designed for vehicles to flow harmoniously with the Metro Facility on the same site.

The team was required to obtain approval from neighbors and the City Design Review Board, which we did unanimously in the first meeting, a rare accomplishment for the City of Madison.



4. Heywood 2 Bus Operations & Maintenance Facility

Minneapolis, Minnesota

Professional Services:

Master Planning,
Programming, Architecture,
Interior Design, Sustainability

Project Size:

400,000 sf
220 buses

Client:

Metro Transit, a division of
Metropolitan Council

Timeline:

2016-Present

Construction Value:

\$78M (estimated)

Sustainable Design:

Pursuing Net Zero Energy

Stantec's innovative design is targeting Net Zero Energy and compliance with Minnesota Sustainable Building Guidelines (B3 Guidelines).

Stantec is designing a new bus operations and maintenance facility located on property currently owned by Metro Transit. The garage will serve approximately 220 buses. The project includes maintenance, fueling, washing, bus parking, administrative offices, and employee parking. The total site is approximately 11 acres. One of the

challenges of the site is a creek which runs approximately 20 feet underneath the site and runs west to east across about the southern third of the property.

Our design challenge is to combine a highly functional facility design, with the client's desire for wellness within the administrative spaces and integrate innovative arrangements of spaces and materials that address the urban context and public street.



5. START Bus Operations & Maintenance Facility

Jackson, Wyoming

Professional Services:

Master Planning,
Programming, Architecture,
Interior Design, Landscape
Architecture, Lighting Design

Project Size:

134,400 sf

Construction Value:

\$25M

Client:

Southern Teton Area
Regional Transit

Timeline:

2011-2014

Sitting on the edge of beautiful Karns Meadow, the facility integrates sustainable design and functionality.

The new facility provides administrative offices, interior bus storage for the fleet of 36 fixed route buses, a nine-bay fleet maintenance facility, in-line fueling and drive-thru bus wash at the entry to the bus storage area, seven units of employee housing.

The facility is sited on the edge of beautiful Karns Meadow that is home to wildlife in the area, which provides both an impressive setting and opportunities for integrating sustainable site design.

The project was designed to meet a LEED Silver level of sustainability. Sustainable strategies include extensive use of natural daylighting, green roof, energy-efficient building envelope and radiant floor heating.



6. Division 13 Bus Operations & Maintenance Facility

Los Angeles, California

Professional Services:

Master Planning,
Architecture, Interior Design,
Landscape Architecture,
Sustainability, Lighting Design

Project Size:

540,000 sf
200 buses

Construction Value:

\$120M

Client:

Los Angeles County
Metropolitan Transportation
Authority

Timeline:

2008-2015

Sustainable Design:

LEED-NC Gold

Division 13 is an innovative facility that contributes to the fabric of the neighborhood with its exemplary focus on sustainability and contrast of human and urban scales.

Division 13 consists of a multi-level structured parking garage, a maintenance building, bus fueling, bus washing, chassis wash and non-revenue vehicle washing, non-revenue vehicle fueling, and maintenance and transportation offices and support areas. At full capacity, Division 13 supports approximately 525 employees and 200 buses.

Sustainable design was a key guiding principal for the project driving building efficiencies, building siting, and a healthy work environment for employees. Key project features include photovoltaic panels on the roof and façade, building shade structures, glare and heat gain reduction, cool roofing, building day lighting, and a water reclamation system to reuse all rain water that falls on the site for bus washing. Stantec designed a facility that stands in stark contrast to the uninspired spaces that have become commonplace with most transit facilities. Division 13 is functional, of course, but also sleek, modern and beautiful.



7. Washington Gas Fleet Facility

Washington, District of Columbia

Professional Services:

Architecture, Interior Design,
Planning

Project Size:

20,645 sf

Construction Value:

\$5.12M

Client:

Washington Gas Light
Company

Timeline:

2015-2017

The Washington Gas Fleet Facility project is an addition to their existing Northwest facility in Rockville, MD. The facility has administrative offices adjacent to what was a vehicle fleet maintenance shop which burned down. We designed a new facility in its place which will join the administrative office spaces.

The program includes new locker room/restroom spaces for men and women, a Fitness Center, a new vehicle repair garage with larger work bays, and a wash bay for the vehicles. The sloped roof form

allows for mitigation and exhaust of CNG at the highpoint, reducing the amount of required ductwork, while providing the ideal angle for PV panels that attach to the standing seam metal roof. The project also involved renovating the existing building to provide insulation along the roof line, upgrade finishes including painting, new flooring, and acoustical ceiling tiles, renovating the break room, and adding a Drug Test Restroom. The facility remained in operation during construction.



8. Durham Mist Lake Facility

Durham, North Carolina

Professional Services:

Master Planning,
Architecture, Interior Design,
Facilities Planning and
Operations

Project Size:

193,200 sf

Construction Value:

\$84.5M

Client:

City of Durham, Department
of Water Management

Timeline:

2017 - Present

We are designing a new facility for the City of Durham, Department of Water Management (DWM), which includes two sites – Mist Lake Facility and the South Durham Water Reclamation Site.

The Mist Lake site will house the Administrative and Operational Building, the Vehicle Maintenance Building, a Wash Building, and supporting structures for the operation of DWM. The South Durham Water Reclamation Site will be home to a new Compliance Services building, including the water testing laboratories and the industrial waste control facilities. DWM will be combining all DWM divisions onto one site and operating out of the same buildings, optimizing efficiency, resources and collaboration.

Based on a master plan study that was conducted in 2014, the design team has examined ways to optimize the original layout, addressing site functionality, site grading and existing conditions. The resulting design maximizes opportunities for sustainability and water balance throughout the site, buildings and in the function of the Department. Because of DWM's principles of reliability, safety and resiliency, the goal of the project is to create facilities that showcase water conservation and stewardship through education and visibility of water-conservation systems, including Water Sense fixtures, xeriscaping and reuse of reclaimed water wherever practical.



9. UTA Depot District Clean Fuels Technology Center

Salt Lake City, Utah

Professional Services:

Master Planning,
Programming, Architecture,
Interior Design, Lighting
Design, Sustainable Design

Project Size:

154,330 sf

Construction Value:

\$55M (estimated)

Client:

Utah Transit Authority

Timeline:

2013-Present

A new bus operations, maintenance, and administration facility to be housed in the historic and former Denver & Rio Grande railroad yard.

The facility will have the capacity to store, operate, maintain and service 135 buses in Phase I, with expansion to 256 buses in Phase II. The site is an historic site that was formerly the Denver & Rio Grande railroad yard at the turn of the 20th Century. The historic "Locomotive" Building, built in 1923, is the oldest and largest railroad building of its kind in Utah.

Despite its age, this now unique 72,000 sf historic building is substantially intact architecturally and will be adapted and expanded into the 80,000 sf bus maintenance facility. A new 25,000 sf two-story facility will house all administration and operations functions.

Projects Completed Before 2014

Project/Client	SF/Value Timeline	Project Description and Role
MEMPHIS MATA Site Selection and Facility Design, Memphis, TN	60 Acres 2010	<p>In 2010, Memphis Area Transit Authority contracted with the Stantec Team to provide facility evaluation, programming, site selection, site master planning and conceptual design for a new Bus Operations and Maintenance Facility in central Memphis. Stantec began by evaluating MATA's existing facility to determine how and whether to remain conducting operations from that site, or to move to a new location. A series of implementation options was developed to provide the client with multiple options going forward, allowing them to adjust their service to their needs, as they progress.</p> <p>Stantec participated in a site selection process aimed at identifying available locations with the correct size and characteristics for the needs of the client. A program was developed to determine projected growth, and sites identified and evaluated based on an initial matrix. Six sites comprised the short list, and Stantec helped establish weighted criteria to allow the client and the team to rank these sites and establish three finalist sites, each with their own characteristics.</p> <p>Finally, Stantec master planned each of the three finalist sites, identifying pros and cons for each. One was selected, and Stantec developed conceptual building plans for phased growth onto the 60 acres. The plans were phased to accommodate MATA's projected growth over the next 40 years.</p>
		
KENOSHA TRANSIT Operations & Maintenance Facility, Kenosha, WI	157,378 SF \$13M 2004-2006	<p>The design team developed a facility and site master plan including all elements of the current facilities, providing an opportunity for Kenosha Transit to replace aging, inefficient, and substandard facilities. Our design increased the capacity of maintenance and storage from 55 to 65 buses; organized the site layout to accommodate cross traffic patterns; and configured the bus parking/storage to enhance circulation and reduce unnecessary bus movements.</p>
DENTON COUNTY Operations & Maintenance Facility, Denton, TX	62,000 SF \$8.5M 2009	<p>The client had a triangular shaped, 15-acre piece of land, and needed a new facility that included a bus operations and administration building, maintenance garage and fuel/wash for 125 buses and parking for buses, non-revenue vehicles and employee vehicles. We also designed a full build-out master plan, as well as an initial phase plan the called for constructing the majority of the Maintenance building, Fuel and Wash facility, bus parking and site access drives, while strategically situating administration activities within the Maintenance building in a location that would easily become inspection bays in future phases. Bi-secting the site was a drainage ditch and high-power electrical lines, which demanded that we find an innovative circulation pattern to maximize the site, while creating safe working environments for employees.</p>
PHOENIX WEST Bus Operations & Maintenance Facility, Phoenix, AZ	134,698 SF \$40M 2006-2007	<p>Stantec was responsible for designing both on-site and off-site civil engineering designs, which included the subject building development, parking lots, peripheral facilities, repairing and extending street frontages, and utilities. The new complex was built to operate, maintain, and service a fleet of 250 buses. Opportunities presented by the on-site design were to provide for a balanced earthwork site, organize the site geometrically, and accommodate site drainage. Off-site work highlights involved working with the City Streets Transportation Department to provide an 850 LF roadway alignment.</p>
EAST VALLEY Bus Operations & Maintenance Facility, Tempe, AZ	P 1: 105,000 P2 65,00 SF \$49M P 1: 2004-2007; P2: 2010-2012	<p>The facility was the first in the U.S. to achieve the LEED Gold rating. It includes Administrative Offices, Operations/Driver facilities for over 500 bus operators, a 78,250 sf bus maintenance building, bus canopies to provide shade for the buses while parked, and a full LNG/CNG fueling center with fare retrieval and bus wash. Two major buildings are situated on the site along an east-west axis to take advantage of proper solar orientation.</p>
TRANSCO Bus Operations & Maintenance Facility, South Bend, IN	167,300 SF \$20M	<p>The design was the first O&M facility to achieve LEED-NC Platinum certification. It incorporates sustainable design and construction strategies for energy efficient building systems and a healthy work environment for employees and visitors. The facility provides contemporary maintenance areas for bus operations as well as housing administration space, bus storage, training and conference areas, employee break rooms and locker areas, and exterior work areas. The impact on the city's storm sewer is negated because all stormwater is retained on site to percolate and recharge the aquifer and create several native ecologies, including wetlands and non-irrigated grasslands.</p>

References

1. Harrisonburg Administration & Maintenance Facility
Reggie Smith
Retired (Former Director)
Harrisonburg Department of Public Transit
475 E Washington Street
Harrisonburg, VA 22802
(540) 820-1661

2. START Bus Operations & Maintenance Facility
Larry Pardee
Public Works Director
Town of Jackson, Wyoming
P.O. Box 1687
Jackson, WY 83001
(307) 734-3568

3. Division 13 Bus Operations & Maintenance Facility
Tim Lindholm
Executive Officer, Capital Projects
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
(213) 922-7297

4. Washington Gas Fleet Facility
Griffin Baum
Facilities Project Manager
6801 Industrial Drive
Springfield VA 22151
(703) 750-4389

5. Durham Mist Lake Facility
Bob Gasper
Department of Water Management
1600 Mist Lake Drive
Durham, NC. 27704
(919) 560-4381 Ext. 35283



TRANSCO Emil 'Lucky' Reznik Bus Operations & Maintenance Facility -
LEED-NC Platinum

E Technical Proposal

Techniques for Design Delivery Approach

The Stantec team's planning and design approach will be very collaborative and interactive. The development of the City of DeKalb's needs to result in very functional, innovative, sustainable, and aesthetic facility and master plan. Our goal will be to create facilities that embody the values and character that City officials and the community can truly embrace. Our project approach is tailor-made to encourage precisely this to happen. Our approach includes the following:

Functionality and Innovation

First and foremost, the facility must operate efficiently. Focus on site flow, site access locations, functional space flow, proper adjacencies, and communications, are among the key items to consider. Our entire approach is centered around developing facilities that will be both functional and designed specifically for your staff and users based upon their desired operating and maintenance procedures. To do this, our design team will spend the necessary time to understand you, how you operate, as well as share our experience with how similar organizations operate and the latest innovative design solutions that can be incorporated to create a more functional, safe, and efficient facility and operation.

Sustainability

All of our projects are designed to be sustainable, even if our clients choose not to register the project or go through a LEED or other certification process. For a project like yours, on-site renewables, which we are currently exploring and implementing for other clients, may be very viable approaches to consider. Other sustainable approaches work well for this type of facility, such as radiant floor heating in work bays, waste oil reuse, water reclaim, and reuse, which we also routinely implement. Our goal is to discuss all of this with you, determine your desires, and design exceptional places and facilities, based on wellness principles. These principles help improve people's lives and work environments by being responsible stewards of the earth, and by addressing the triple bottom line of energy efficiency, healthy facilities,

and respect for the environment.

Design Aesthetics

Designing operations and maintenance facilities that are both functional and aesthetically pleasing is standard practice for the Stantec team. Your site is bounded by an at-grade neighborhood, other City facilities, and for now, open space. That may change as the City grows and develops. In today's world aesthetics are important, as very few citizens want to be live near or even drive by a functional yet unsightly facility. The interesting thing is that good design does not have to cost any more than bad design. Paying attention to the form and materials, and the proper building orientation and site layout can all enhance the design. Our goal, as it is with all our projects, is to create a design aesthetic that is not only embraced by the community but also creates a sense of community pride.

Interactive Design Process

Our team's design process is centered on the design charrette, in which we will gather for planning and design sessions in DeKalb, where we can work collaboratively and receive on-going input from you, the users, and stakeholders. This is a perfect process for us to revisit previous decisions together and either validate or improve them. Our typical charrette is a three to four-day work session where we work as a team to create alternative planning or design concepts and engage you, our client, and key users/stakeholders, to provide input and feedback during daily review sessions. We have found this process provides tremendous value that helps guide the direction of the project as it is being developed. Our charrettes are always high-energy sessions and are typically held in spaces provided by the client so that we can be very accessible to you and the users. We have found that this process works efficiently and is always successful because people get involved, and the energy that is generated is contagious. We produce a large amount of work in a short amount of time and have extensive interaction with you, which keeps our project on track.

Extensive Communications

We recognize that to have a successful project, there must be good communications, and our approach

includes extensive and thorough communications. Often, during or just before design begins, department leadership turnover can occur, and it is imperative to capture this knowledge base in the planning phase of the project. We have tried to capture some of this with the addition of EEL on our team. This high level of communication starts early during the program review phase, and continues into the planning and design charrettes, and all throughout the detailed design phases and the construction phase of the project. While technology is ever increasing, we will emphasize the in-person meetings as much as possible and on a regular basis.

Building Information Modeling (BIM)

More discussion on our use of BIM and Revit is found in the Cost Control section, but Stantec has been fully committed to building information modeling since 2002, using Revit software for all our projects. This is an invaluable tool that allows the design teams to stay connected, allows us to show your team 3D imagery of buildings and key spaces, reduces construction conflicts in the field, and helps the whole team stay within budget and schedule.

Part One (I)

Pre-Design Planning, Programming, Master Planning, Site Selection, and NEPA

Stantec will begin this first phase of the project by reviewing all existing historical information about this project that the City has developed over the years, including high-level programming, planning, fleet data, future growth projections, ridership projections or master planning. Project information, schedules, budgets, and priorities can be fluid, so although good work has been done already, through interactive discussion and collaboration ideas can be improved to create the best facility possible for the needs of the City of DeKalb.

Space Needs Programming Review

Stantec's Industrial Designer/Maintenance specialists will lead the space needs review and programming task. Key tasks will include:

Tour Existing Facility

The project will commence with a kick-off meeting and tour of the existing facility in order to refresh our understanding of current operations and facility

limitations and needs, as well as view the current operating procedures.

Questionnaires/Re-Interviews

The team will provide detailed Questionnaires to determine needs regarding current and projected staffing levels, current and projected vehicles and equipment, and current operating procedures. Separate questionnaires will be provided to both separate operating entities. An interview meeting of approximately one to two hours in length will then be conducted with the staff of each key user group or division to review the questionnaires and update the needs in more detail, including:

- Requirements for vehicle repair bays, inspection, and special-use bays.
- Requirements for workshops and material storage areas.
- Support facilities requirements, including offices, restrooms, lunchrooms, and locker areas.
- Requirements for training rooms and facilities.
- Building and storage requirements for equipment, parts, and materials.
- Site and building security requirements.
- Storage and on-site parking requirements for vehicles, buses, employee vehicles, visitor vehicles, and delivery vehicles.
- Vehicle or bus requirements, including the types, sizes, fueling, etc.
- Collect information on all hazardous materials to be stored at the facility.

Draft Facility Program

Following the review of all the data as well as the interview meetings and tour, a Draft Facility/Space Needs Program will be prepared for all the facilities which will include the space needs, a narrative description of the major functions, adjacencies and other requirements for each space. The Space Needs Program will include:

- Interior spaces (offices, shops, maintenance, storage, vehicle or bus storage workspaces, etc.).
- Exterior spaces (enclosed vehicle/bus parking, covered parking, employee parking, visitor parking, material storage).
- Site circulation, landscape areas, storm detention, and total site area requirements.
- Codes review, which will apply to the jurisdiction in which the project is located.

Space Needs Program Review

One or more review meetings will be conducted with staff and users to review the draft program before

finalizing the program.

Equipment Programming Review

A revised equipment list will be prepared for each functional area, which will identify each work area of the facility, with each piece of fixed equipment that will be required to support maintenance functions in that area. Equipment will be listed by manufacturer, make, model, and size. In addition, utility requirements and the installed price of each piece will also be included.

Fueling Requirements and Process Review

Our team will review and confirm with the City whether the current process is still desirable and will confirm and document the current and future fueling needs for equipment, fuel type and capacity, and for the City and University in the future. Consideration of alternative fuels and a presentation on industry Best Practices and trends will be part of this review and analysis.

Site Master Planning and Site Selection

The site master planning task will begin with an analysis of the 30-acre (15 usable) Preferred site from the City at the northwest corner of West Dresser and Normal Road. We will again begin with a review of any information the City may have developed to date, that will relevantly inform our decisions and solutions going forward. Our first interactive charrette/workshop begins here, and the process will generally follow the following:

The Stantec team and our key members of our consultant team will convene in DeKalb and conduct a charrette to identify key considerations from the City and NIU that will drive development towards a Preferred Site Plan option for current and future phases. Over multiple days, our team will develop alternative plans which we will pin up on the walls and discuss the merits and challenges of each. These initial alternative plans will show building footprints, site constraints, vehicle parking, site materials storage needs, support facilities, all intended vehicle circulation patterns, site access, and egress routes, and land development code or planning requirements such as stormwater accommodation, buffering, etc. Pin-up/review sessions with the users will be conducted for a couple of hours each day during the work session. Based on the review comments, the team will then develop additional and/or refined alternatives. This process will continue for three to four days until a consensus is achieved as to the most viable

alternative (s) to carry forward.

We will also determine if there are any ‘fatal flaws’ with this site that would preclude it from use for the purpose of this operation and trigger the Site Selection process. Fatal flows may include limitations on vehicle access, circulation constraints, onerous site compliance requirements or wetland intrusion, excessive operations costs such as deadhead time, or planning and code constraints. If there are ‘fatal flaws’ identified, after consultation with the City, we will proceed with our Site Selection process outlined below. If there are no ‘fatal flaws,’ we will continue with the development and documentation of the Preferred Alternative plan.

Following the charrette, the Stantec team will conduct follow-up meetings with City Engineering and the various regulatory agencies as required to review and receive necessary input before finalizing the master plan. Based upon this input, the team will refine the master plan and submit it to the City for final review and approval.

Phasing (Consideration for Future Growth). The goal of this project is to develop, design, and deliver an operations facility that will improve and serve DeKalb’s and NIU’s current and future transit needs for the next 50 years. Keeping available funding in mind, our team needs to design a functional and highly efficient project now, that may be operated for many years before a next phase is constructed. Our team will develop a site and building phasing plan, which allows for immediate growth, is flexible, and is mindful of the location of key building items (such as the parts room). In doing so, components can smoothly grow onto the site with minimal or no disruption to current operations and in such a way so that all the users will ultimately be able to work most efficiently and effectively together, depending on future needs and funding.

Site Selection and Evaluation

Should the City determine that the preferred site on West Dresser is not favorable for development, our team has significant experience in, and a well-established Site Selection and Evaluation process that we will lead the City through to identify and evaluate an alternative site. This process was used in [Memphis, TN for MATA](#), in which we evaluated more than 12 sites, short-listed those to three finalists and developed phased master plans for each. Ultimately, one site was identified for purchase and a plan set in place for a phased relocation of MATA’s operation

off of their current operating site, and onto the new one. This is the process we propose to use for the City of DeKalb, as it is comprehensive, flexible to specific metrics, and documentable for review and approval by outside entities. Some key specifics of the process include the following:

Development of Base Criteria. We begin by working with the City to develop the key evaluation criteria to identify or evaluate initial sites. This includes size (referencing our previously developed program), location, ownership, access, proximity to primary roadways and bus routes, zoning, and others. This will allow us to establish an initial set of possible sites or evaluate the sites you have already identified.

Weighted Criteria Matrix. After the initial evaluation, Stantec jointly develops an evaluation matrix using the previous criteria and adding more detailed site criteria such as initial and operational cost, on-site circulation, and adjacent influences such as noise and visual impacts. These more detailed criteria are given an initial value, and further weighted on a scale of 1-5 by their importance to the City of DeKalb. The weighted criteria add up to a site 'Value' number, which allows the City to separate out one, or two best options.

Site Planning and Preferred Site Selection. The final step in this process is to master plan the preferred option(s) based on the process we described above for master planning the West Dresser Road site. Stantec will develop site plans and 3D building block concepts to show DeKalb and NIU how each site will flow, can expand and will best fit your current needs. At the conclusion of this process, the City will be able to clearly identify a Preferred Site to carry on through the NEPA process and Final Design.

This is a process we have used successfully in Memphis and other locations, and we will use here to help DeKalb navigate to a successful conclusion.

Environmental and NEPA Documentation

Stantec has a long history of implementing both Federal and state regulations for transportation and infrastructure projects. The application of the NEPA process for transportation projects is reinforced in the federal surface transportation statutes (23 U.S.C. Highways and 49 U.S.C. Transportation). A joint process has been put in place combining all

environmental analysis into a single process, "Joint Federal Highway Administration/Federal Railroad Administration/Federal Transit Administration Environmental Impact and Related Procedures (23 C.F.R. 771). This policy defines the roles and responsibilities of the F.T.A. and the applicant in preparing documents and managing the environmental policy. This policy outlines the limits for categorical exclusions, environmental assessments, and environmental impact statements.

The objective is to ensure that all environmental investigations and reviews are coordinated to the extent possible as a single process and results in a single final document. Public involvement and a systematic interdisciplinary approach are integral to the development process for the proposed actions.

Stantec has been conducting NEPA analysis and Section 106 compliance for Federal clients since 1985. With our 34 years of environmental, cultural resource, and transportation planning experience, we have established a strong working relationship with local government and Federal agencies. Stantec has prepared NEPA documentation for projects ranging from simple property improvements to high-profile, large development projects such as the Master Plan for the Armed Forces Retirement Home in Washington, DC.

Our in-depth understanding of the NEPA process and methods for performing environmental investigations have led to the successful outcome of numerous projects including real property disposal, master planning, site acquisition, and lease procurement projects for multiple Federal agencies. The Stantec team understands the importance of working closely with the design team to ensure the environmental permits and processes are completed efficiently. The NEPA process and other environmental permits need to be closely coordinated with the design team to prepare the purpose and need and project alternatives before and during stakeholder engagement.

Public Involvement

The National Environmental Policy Act (NEPA) provides general guidelines for the local public involvement process associated with an Environmental Impact Study (EIS). The guidelines afford the City considerable flexibility to undertake a process that is best suited for this specific project

and the DeKalb community. The Stantec/EEI team will guide the City through the process of developing a public involvement process that is best suited for this project and tailored to the DeKalb community. Stantec brings a wealth of knowledge and experience in the regulatory requirements of NEPA.

Tim Holdeman of EEI has first-hand knowledge of the DeKalb community and many of the community leaders that will be key to a successful public involvement program. This powerful combination of experience and direct knowledge of the community will ensure the public involvement process is successful in meeting the needs of the City and the community it serves.

The purpose of the EIS public involvement process is to ensure that accurate environmental analyses are performed; that the public is involved; and that public officials make decisions based on an understanding of environmental consequences. The Stantec/EEI team's general approach to public involvement is outlined below. We will collaborate with the City, designated officials, and key users/stakeholders to refine and customize this process as necessary to suit the City's needs.

Notice of Intent (NOI)

This serves to inform the public of the project and that an EIS will be prepared. The NOI formally announces the beginning of the scoping process. We anticipate presentations of the project scope and objectives along with the alternatives being considered to the DSATS Policy Committee, DeKalb City Council, Northern Illinois University, and public meetings held in the evenings at City Hall. Public Comment (minimum 30 Days after NOI) – we will assist the City in soliciting public input on the project, the scope of issues to be addressed, and alternatives to be considered using all available media outlets, websites, and flyers.

Comments received during the scoping process will be considered in the preparation of the draft EIS. Notice of Availability (NOA) – once the draft EIS is completed and approved by the City, publication of NOA will be issued. The Stantec team will lead multiple presentations of this information to designated officials and key users/stakeholders. The draft EIS will also be made available through the City and NIU websites.

Public Comment/Public Hearing

This process occurs a minimum 45 days after NOA. Comments on the draft EIS will be received and considered in the preparation of the final EIS. Public Hearing (one meeting minimum) – to officially present the draft EIS and formally solicit public input. Final EIS – final EIS will include responses to comments received during the public comment process and revised EIS text based on those comments. Again, several presentations and opportunities for public input are recommended for presenting the final EIS to the community.

Tim will lead the public involvement effort for the project team. He will be supported by the team's environmental, architecture, engineering, and land development experts. Also, Tim will collaborate with the City and other designated project team members to develop and implement a public involvement program that meets NEPA requirements and effectively accomplishes all the City's public involvement objectives.

Design, LEED Certification & Long-Term Operational Performance

At the core of Stantec's design process are the fundamental principles of our 'Design for One Earth' publication. These principles are demonstrated through our significant project experience in achieving innovative, energy efficient, and contextually sensitive buildings that meet our client's functional, programmatic, and financial goals. Stantec's design process focuses heavily on dialogue, collaboration, and checks-and-balances on progress towards performance and financial goals. We rigorously examine program requirements to understand a project's opportunities and challenges, and set informed performance goals, with particular attention to the unique financial and regulatory aspects of our Public Sector clients. Once the parameters are defined, we work as an integrated team to optimize solutions through building design, systems, and technologies. We view buildings as resources, not loads, and campuses as networks of energy and experiences.

The Stantec team has a comprehensive understanding of the opportunities and challenges facing Transit facilities. Our design decisions are informed by a need to optimize the crucial relationship between energy efficiency and Resiliency in public maintenance facilities. We help our

clients understand how the increased emphasis on integrative design, the early establishment of energy and water budgets, enhanced building-level metering, and building commissioning of LEED for New Construction Version 4 benefits them. Primarily, it sets the stage for greater quality control of the design process, clearer understanding for all stakeholders of the project goals, and an increased likelihood of the final building meeting or exceeding the performance as intended during the design phase.

Sustainability Workshop:

As a start, we involve all stakeholders in early phase design workshops (charrettes) to establish the parameters of the unique site, project brief, and desired outcome. We guide our clients in setting holistic performance goals that consider the total life-cycle operations costs and carbon footprint of the facility, and future-cast issues such as phasing, building use flexibility, utility cost escalation, regulatory issues, and global and local climate impact. Through fast and early analysis, we review and verify the optimum siting, orientation, building form, and systems approach based on the unique site and climate of the facility. We look at annual performance requirements and challenges. Passive design strategies are chosen with the goal of increasing energy resiliency for the majority of the year—focusing on a high-performance building envelope, highly efficient heating and passive solar strategies with respect to DeKalb's long, cold, snowy winters, and dehumidification and climate-sensitive ventilation strategies the humid, rainy summers.

Selected LEED Certified Operations & Maintenance Facilities Projects

- SMUD East Campus-Operations Center, Sacramento, CA, LEED-NC Platinum
- LA Harbor College Facilities Management and Operations Facility LEED-NC Silver
- LAVTA Bus Maintenance & Operations Facility, Livermore, CA, LEED-NC Gold
- LA Metro El Monte Station, Los Angeles, CA, LEED-NC Gold
- LA Metro Division 13, Los Angeles, CA, pursuing LEED-NC Gold
- LA Metro Expo Line Light Rail Maintenance Facility, Santa Monica, LEED-NC Gold
- TRANSPOR Operations & Maintenance Facility, South Bend, IN, LEED-NC Platinum
- Denver Central Platte Campus, Denver, CO,

LEED-NC Gold

- East Valley Bus Maintenance Facility, Tempe, AZ, LEED-NC Gold
- Colorado Springs Utilities Lab, Colorado Springs, CO, LEED-NC Silver
- SunTran Bus Maintenance and Operations Facility, Tucson, AZ, LEED-NC Silver
- VVTA Maintenance Facility, Hesperia, CA, pursuing LEED-NC Silver

Cost Estimating

Third-party cost estimating will be provided by Middleton Construction Consulting and will consist of three levels of cost estimating at the following stages of the project:

- Schematic Design
- Design Development
- 90% Construction Documentation

Middleton Construction Consulting is very familiar with this project, the DeKalb Construction Market, and our team; having developed a number of cost estimates in the previous Site Master Planning and Conceptual Design phase of the project. That included an estimate for the Preferred Site Master Plan and a specific escalation cost to account for the final design time and NEPA and other approvals processes schedule. We will use these as our base estimate for the development of this project.

We agree with your statement in the RFP that the completion of Part 1 will provide adequate financial and technical information for the City to pursue Federal and State grants for the construction of the facility.

Part Two (II)

30% Schematic Building Design

Learning from Past Work

The Stantec team will field verifying existing visible conditions of the project and the Conceptual Design assumptions and Owner's Project Requirements (OPR). Next steps will include developing or updating the CAD/Revit model. The team will commence conceptual design work associated with the Preferred Option by again utilizing the design charrette process. The spatial relationships our team developed on past projects will be used to inform and speed the development of your facility. Although specifics will change because your facility is unique to your operation, much of the operational decision-

making behind the spatial relationships can remain. Our team does not need to 'learn on the fly' and can utilize our institutional knowledge to help you make good decisions.

Schematic Design Charrette – A Fresh Look

During this charrette, the team will explore various alternative functional building layouts and approaches to the DeKalb facility design, and then again conduct daily review sessions throughout the week with your staff and/or users to review and gather additional input, similar to the process used in the Master Plan charrette. This input will lead to the development of the more detailed spatial adjacencies between each user group within the building layout, the operational processes favored by each group to enhance communication and efficiency, and the flow of each facility. As the functional layouts are being developed, the design team will also begin studying the potential massing of the facility to begin developing continuity of the project aesthetics as well as assess the impact of the site to the neighborhood and surrounding community. Our team will develop the initial architecture for each building that will make the complex not only a functional success but a point of pride for the City and a desirable working environment for the employees. Recent studies show, what most of us realize when we walk through a well-designed operations and maintenance facility - great design and architectural solutions help attract the best workforce, reduce absenteeism, and increase worker satisfaction and productivity.

Team Continuity

The full Stantec team, including our engineering consultants, will participate in the charrette to provide focused, specialized input into the discussions and decisions. By engaging our partners early, our team capitalizes on the knowledge of the local permitting, construction, and environmental conditions affecting the project. We also retain the institutional knowledge of the design into future developmental phases when those phases eventually occur.

Development of Schematic Design

Following the charrette, the entire design team will develop the design, engaging all engineering disciplines in an integrated design process. The work will be prepared in 3D Revit and will fix the size and design character of the buildings and site work. As part of this process, various studies on the

layout and exterior façade design will be conducted and reviewed with Public Works and the City before finalizing the design in this phase.

FTA Grant Application Support

Members of the Stantec team will initiate the appropriate grant application development required by FTA for submittal under related programs and grants. These activities would include:

- Meeting with representatives of the regional FTA staff and ensuring that the terms and conditions of the grant program are followed.
- Working with staff to review existing information and data for the proposed facility and
- Developing a detailed description and assessment of the project opportunity, describing the proposed project elements that demonstrate eligibility, which would include operations, financial commitment, local community/ regional planning, community participation and environmental requirements.

Public Presentations

Stantec will develop presentation documents and participate with the city staff in presenting the project to City Development Services and other agencies for this project. We anticipate working together with the City representative during these meetings.

Budgeting

The Stantec team will work with our partner, MCC, to maintain cost control during decision-making and to develop a building consistent with your established budget. As the design is developed in this phase, we will take a cost-effective approach to material selection and use industry standards from quality manufacturers. Concentrating on building systems and components and striving to find more cost-effective solutions, we follow an analytic process of selectively determining a series of alternatives for the project. The materials we choose are also low maintenance and sustainable. The attention to minimal upkeep reduces future maintenance costs.

At the conclusion of Part II, the Stantec team will deliver to the City of DeKalb a Part II Report that builds on Part I, and also includes:

- Facility and Site Updated Building and Master Plans
- Building Conceptual Design (including renderings)

- Project Opinion of Probably Cost (Cost Estimate)
- FTA Grant Application Summary Report

This report will allow the City to make informed and proper decisions regarding risks and opportunities associated with this site and these facilities. It will also provide information regarding when and how to move into Part III of this project.

Part Three (III)

60% Design Development

By this stage, the overall concept of the facility will be established. Our team will proceed by working on verifying the conceptual systems and assumptions through specifying products, materials, systems sizes, and constructability of the building. We will verify decisions made in schematic design, including:

- Building space allocations
- Operational adjacencies
- Systems sizing, space requirements, and access
- Site security and technology controls
- Building controls

Our Stantec Chicago office will increase their participation with their local knowledge of the building market and constructability techniques. Additional tasks and deliverables will include: lighting fixture selection, finish materials defined, attend design meetings to review the design progress, provide meeting minutes, and two revisions included. The design development documents will consist of general interior finish notes for contractor budgetary pricing.

Cost Control

Cost control should never be an “end of phase” activity. Truly effective cost control starts by setting a target and includes everyone on the team. To provide accurate cost estimates, a thorough understanding of the global, national and local markets for material commodities, material availability, labor availability, material costs and specific drivers—which can and do affect the cost of a project—must be tracked and known.

Stantec will work with Middleton to update the Schematic Design baseline estimate. As the design is

developed in this phase, we will take a cost-effective approach to material selection, and use industry standards from quality manufacturers. Concentrating on building systems and components and striving to find more cost-effective solutions, we follow an analytic process of selectively determining a series of alternatives for the project. The materials we choose are also low maintenance and sustainable. The attention to minimal upkeep reduces future maintenance costs.

Value Engineering (as needed)

If necessary, based on information from our cost estimator, we will conduct a Value Engineering workshop in this phase of the project, which will be led jointly by Stantec and Middleton. Stantec knows the industry and maintenance facility requirements, and Middleton knows the local and national construction and materials market. The classic pitfall of a value engineering effort is to cheapen the project to save money on the bottom line. That is not value engineering but rather scope reduction, either by reducing quality or quantity, both of which are outlined in the program. True value engineering is a design change that benefits the end user with a better end result for the same cost or the same end result for less cost. The definition of ‘end result’ is somewhat ambiguous and is where the partnership between the design team and City is most critical to preserve the program requirements and design intent of the project.

A good example would be substituting a concrete block wall assembly on the ground floor of a maintenance building instead of the originally specified metal panel. The concrete block provides for less cost but more durability at the shop level where it’s critical and would likely benefit the project. That same move on a second level administration facility may not be a good solution as the building thermal performance would suffer, thereby driving up the operating costs through higher energy consumption.

Our team’s approach to value engineering is marked by a living document that we call a Design Issues Log. It explains the choices we have at our disposal in developing the design and tracks why we made the choices we did. This is prepared by the design team in their collaboration meetings and shared with the client on a frequent basis as well. All are

active players in all cost discussions, and we encourage all team members to 'come to the table' with value ideas and suggestions. It provides accountability to the end design solution, documents numerous options studied, and codifies the best options selected. It also documents the consensus built through the design process, thereby allowing the client to justify the outcomes to their stakeholders as well.

90% and 100% Construction Documentation

Before beginning the construction documentation phase, we will have sign-off from the City on the project's design and cost estimate from the Design Development phase submittal, including any value engineering modifications selected. Stantec will continue coordination with the consultant team to make sure all disciplines are fully coordinated, including fire protection and the security system. All the consultants will be fully engaged in project delivery and coordination. Weekly phone coordination meetings will be held. Our team will focus on finalizing the detailed design of the project to prepare for the Bidding/Permitting Phase and the addition of the contractor to the project.

Key Deliverables

- Construction/permit drawings and specifications
- Final equipment list
- Final finish boards
- Updated cost estimate
- All associated documentation

Contractor Pricing Phase

Our team will support DeKalb with each of the task items related to this stage of the project. We will coordinate the permit submission, response to comments, and resubmissions with DeKalb.

As a part of bid support, Stantec's Chicago office will attend pre-bid, pre-proposal, and bid-opening conferences to answer specific questions from bidders related to the contract documents and/or project scope. Additionally, the team will provide support to DeKalb in evaluating bids. Typically, assistance is provided in the form of comparing scopes and proposed alternates or exclusions outlined by bidders.

Part Four (IV)

Construction Administration Services

Construction Contract Administration Phase

During construction, the role of the design team is vital in overseeing the execution of the project in adherence to the schedule, provision of required deliverables, and leverage compensation to ensure delivery. It is important the core design team's institutional knowledge built through the design process be carried through the execution of the construction.

Stantec's Chicago office will lead the construction support services combining both our specific expertise and our local availability. We will continue to service this phase of the project with a senior-level architect and will include appropriate engineer leads at weekly and bi-weekly Owner Architect Contractor (OAC) meetings. These would be in conjunction with the contractor on site. Following each visit, a field observation report will be prepared and submitted to the OAC team, which will note the progress of the work and any observed deficiencies that should be corrected. Additionally, each of the consultants will make site visits at the appropriate stages of construction for their disciplines and will submit field observation reports through the architect for inclusion into appropriate weekly reports to the OAC team.

As questions from the contractor are issued in the form of Requests for Information (RFI's), we will provide reasonable interpretations and clarifications to issue in response. Similarly, Stantec will review shop drawings and submittals in accordance with the construction schedule and distribute them to the consultants accordingly. This will include receiving and logging, reviewing for compliance, and taking appropriate action on all submittals from the Contractor, including shop drawings, material samples, product brochures and literature, substitution requests, etc.

At the Substantial Completion Request by the contractor, the design team will conduct a "punch list" walk through prior to signing off on the Final Completion items, which must be completed or corrected. Stantec will review all O&M manuals submitted by the contractor. This will be the basis for approval of the Final Pay Application as well.

If requested by DeKalb, Stantec will update and provide Record Drawings for all disciplines once field markup sets are received from the contractor. This will include any field verification and photographic research to ascertain the most accurate information.

Commissioning will be conducted by our Stantec MEP team after the identified systems are installed. Stantec's team has significant experience commissioning transit, fleet, and industrial facilities, and will be on-site during this process extensively. A final Commissioning Report will be delivered to the City of DeKalb at the conclusion of commissioning, as well as iterative progress reports for each commissioned component.

Post-Design Lessons Learned

Stantec conducts both post-design and post-construction interviews with clients to obtain feedback on the quality of the team and the documentation. A set of questionnaires is distributed to key client and user group individuals, and Stantec conducts an on-site meeting to review the results. This feedback is shared internally and with our consultants to provide real-time information on relevant construction techniques and user operations.

Additional Project Management Approach Components

The City of DeKalb needs an experienced team with a strong track record of delivering projects with excellence. The Stantec team, we believe, will do that more effectively than others for a number of reasons:

Schedule Control

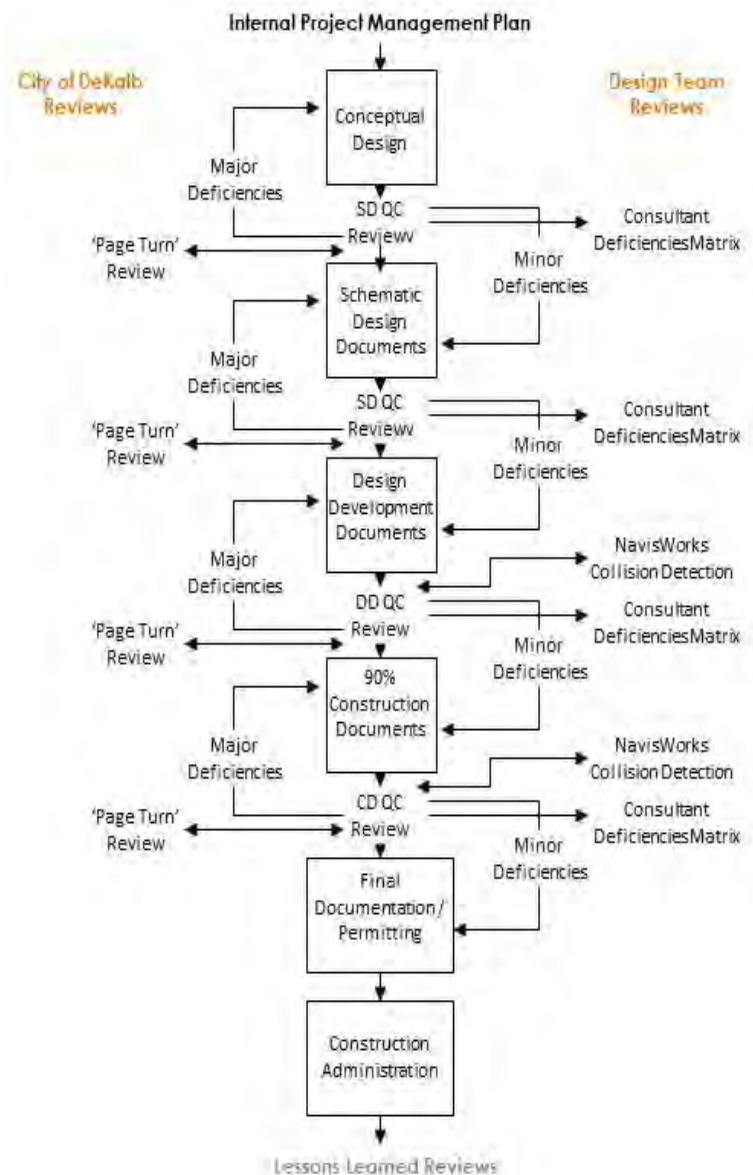
A project schedule will be established jointly by the City of DeKalb and the design team, which identifies the design and planning tasks to be completed in each phase and the expected result. It is the design team's intention to document the conclusion for each identified phase, which delineates, in detail, the development of the project, its schedule, and refinement of the proper budget. By utilizing a method such as this, the user client group can systematically sign off on the completed project as it develops, assuring themselves that the project does, indeed, address the specific criteria of the user groups.

An Established Internal Quality Control Process

Stantec believes that quality is measurable and has therefore implemented a rigorous quality assurance process that starts with the premise that quality assurance/control is an ongoing effort rather than

just checked and corrected at the end of the design process. At Stantec, quality control is not a phase of work but a philosophy that permeates all aspects of our work.

During design phases, Stantec conducts monthly reviews of project status, which allows early detection of schedule or budget red flags. When detected early, the team can make adjustments, like adding staff to refocus the project.



Independent QC Reviews are conducted at the conclusion of each primary design phase or milestone (SD, DD, and 90% CD) by a senior technical architect or engineer. This is what we call the Level 1 QC review. A formal checklist is filled out and then back checked at the next review and shared with each team member and the client. These checklists have been developed by Stantec over time and are updated continuously based on best practices, revised code requirements, cost issues, and lessons learned.

Experienced Senior Leadership

Each of the Stantec team members will be responsible for leading the Quality Control and Assurance effort for their specific disciplines. Each consultant has senior individuals on staff to provide the initial level of review. This is what we call Level 2 QC review and will occur in the Design Development and Construction Document phases of the project.

This is typically the Principal in Charge for each consultant that will review the final documents to ensure they meet the program requirements; best practices are integrated, and the level of detail is sufficient to yield a quality bid outcome. The reviewers at this point are not the people intimately involved in the day to day evolution of the project but are intimately familiar with the design decisions and program requirements. At the end of this review and the resolution of any corrections or comments, documents are stamped and signed and ready for bidding by the construction industry.

Finally, our Level 3 QC review, Stantec will lead the formal internal review process of all disciplines. Having senior oversight providing feedback to the day-to-day design team ensures thoughtful solution development and a higher level of overall project coordination.

Internal Backstopping and Mentor-Protégé Arrangements

The key members of our team have the staff and expertise to provide multiple design services. Therefore, our team is uniquely set up to provide internal 'backstop' Quality Control reviews to one another. For example, Daniel Weinbach & Partners (a certified DBE firm) is providing landscape design for this project, an area of service Stantec also excels

in. Therefore, Stantec will conduct a peer review of design decisions and documentation from Daniel Weinbach before it's delivered to the City of DeKalb.

Similarly, CCJM, our DBE certified MEP Engineering partner, will be 'backstopped' in a mentor-protégé arrangement by Stantec's engineers, who have considerable MEP experience in these types of facilities and are also the Enhanced Commissioning team member. Drawing from the varied expertise within each of our firms gives the City of DeKalb, the highest level of completeness and accuracy in design and documentation.

F Accessibility

1. Accessibility

The best surprise? No surprise.

As you can see in the qualifications section, we have successfully delivered bus transit projects all around the country using design leadership out of our 'Centers of Excellence' office locations. The key individuals identified on the organization chart will be on-site with you at least bi-weekly during the early planning and design process. Travel is easy and flexible in this day and age, which also allows us to be on-site the same day if you have an unexpected meeting or presentation.

Because our project team includes professionals from multiple Stantec offices in addition to several subconsultants, we will employ technology as a supplement to face-to-face meetings. Externally, we will use Skype for all webinar conference calls. We will also utilize MS One Note for organizing our full team's on-going coordination discussion, owner questions, meeting agendas, meeting notes, project schedule, and team contact list.

Bluebeam Revu will be utilized for on-going markup sessions of drawings and specifications. Each Revu session is accessed by all design team members, the City, and the CM/GC. All review comments and subsequent sign-off and/or follow up action is contained within this document. Each reviewer's comments are tracked so all comments can be viewed collectively.

Collectively, these tools eliminate unanswered email questions, ideally reduce the amount of email traffic, but most importantly, ensure accountability is ensured through follow up, review, sign off, and backcheck by all team members.

Our creative, collaborative approach to planning and controls thwarts most problems from the beginning and predicts other issues before they become a problem. Because we're passionate about creating a sense of certainty from the outset, you can meet your objectives with confidence—and without crisis.

2. Workload

Stantec's management system provides our project management teams with several tools to monitor current workload and projected backlog every week. We utilize these tools, so we can continually assess current commitments of the project staff presented in this submittal. As a result, we can confidently state that we have the resources needed to complete this project for the City of DeKalb. The team will be able to begin work immediately upon receipt of Notice-to-Proceed, and each identified team member will remain with the project throughout the duration.





Appendix



Ken Anderson

AIA, LEED AP

Principal in Charge

Education

- Master of Architecture, Virginia Polytechnic Institute and State University, Blacksburg, Virginia, 1996
- Bachelor of Architecture in Architectural History, University of Virginia, Charlottesville, Virginia, 1989

Registrations

- NCARB
- Illinois Architecture License Registration in Progress
- Registered Architect in 13 states

Memberships

- American Institute of Architects
- American Public Transportation Association

Ken Anderson is known for developing projects with architectural solutions that transform lives for the better. As the Transit Sector Leader, Ken has helped establish the firm as one of the premier transit architecture firms in the nation. Ken has overseen a number of innovative, highly complex projects that leveraged his particular expertise in transit-oriented development, and sustainability and wellness as it relates to the transit industry.

Ultimately, Ken's goal is to design spaces that touch the soul – no small feat, but Ken is working hard to build a team that does just that. His diverse project experience includes transit facilities, mixed-use commercial, urban design, civic, and religious architecture.

Relevant Experience

- Metro Transit Heywood I Facility Renovation and Addition, Minneapolis, Minnesota (Principal-in-Charge/Project Manager)
- Metro Transit Heywood II Bus Operations and Maintenance Facility, Minneapolis, Minnesota (Principal-in-Charge/Project Manager) Project Value: USD 78M
- Madison Metro Nakoosa Trail Satellite Bus Operations & Maintenance Facility, Madison, WI (Principal-in-Charge, Project Designer) Project Value: USD 41M
- SunTran Bus Storage and Maintenance Facility, Tucson, Arizona (Design Team Member) Project Value: USD 49M
- LA Metro Division 13 Bus Operations and Maintenance Facility, Los Angeles, California (Project Manager) Project Value: USD 99M
- Blacksburg Transit Administration Renovation, Blacksburg, Virginia (Principal-in-Charge/Project Designer)
- East Valley Bus Operations & Maintenance Facility - PHASE 1- Architectural Description, Tempe, Arizona (Project Architect/Project Manager) Project Value: USD 40M
- Denton County Bus Maintenance & Operations Facility, Lewisville, Texas (Project Manager/Project Designer) Project Value: USD 8M
- City of Phoenix West Transit Facility - Architecture Description, Phoenix, Arizona (Project Team Member) Project Value: USD 38M
- Mesa Bus Maintenance and Operations Center- Architecture Description, Mesa, Arizona (Project Team Member) Project Value: USD 15M
- MATA Site Selection & Facility Design, Memphis, Tennessee (Project Designer/Project Manager)
- Harrisonburg Department of Public Transportation Administration & Maintenance Facility, Harrisonburg, Virginia (Project Manager) Project Value: USD 16M
- Madison Nakoosa Trail Fleet, Fire, & Radio Shop Facilities, Madison, Wisconsin (Principal-in-Charge/Project Manager)

*denotes projects completed with other firms



Greg Shipley

AIA, LEED AP BD+C

Senior Project Manager

Education

- Bachelor of Science in Architecture, University of Maryland, College Park, Maryland, 1995

Registrations

- LEED AP Building Design + Construction #10121677, U.S. Green Building Council, 2011 - Present
- Registered Architect #15110, State of Maryland

Memberships

- American Institute of Architects
- American Public Transportation Association

As a Senior Project Manager, Greg oversees projects from concept to completion. He is passionate about creating spaces that are resilient, have character and improve occupants' day-to-day lives. While Greg brings broad expertise to his role, his primary focus throughout his career has been transportation maintenance/ intermodal projects.

Greg is heavily involved in staffing and mentoring. He also provides essential guidance on Stantec's transportation projects nationally. For example, he is currently serving as the project manager on the Minneapolis Metro Heywood Bus Operations & Maintenance Facility as well as a number of projects for Washington Gas.

Relevant Experience

- Metro Transit Heywood II Bus Garage, Minneapolis, Minnesota (Project Manager)
- Madison Nakoosa Trail Fleet, Fire, & Radio Shop Facilities, Madison, Wisconsin (Project Team Member)
- Durham Mist Lake Complex and Compliance Services, Durham, North Carolina (Project Manager)
- Washington Gas Company NW Fleet Facility, Rockville, Maryland (Project Manager)
- Washington Gas Company SE Material Storage Building and Canopy, District Heights, Maryland (Project Manager)
- Winchester Space Programming Study*, Winchester, Virginia (Project Architect/Team Leader)
- Fairfax County Division of Vehicle Services - Renovation of Alban, Jermantown, and West Ox Maintenance Facilities, Fairfax, Virginia (Project Manager)
- Montgomery County David F. Bone Equipment Maintenance & Transit Operations Center (EMTOC)*, Rockville, Maryland (Project Architect)
- New DASH Bus Maintenance Facility*, Rockville, Maryland (Project Architect)
- Fairfax County West Ox Bus Operations Facility*, Fairfax, Virginia (Project Architect)
- Fairfax County West Ox Bus Operations Facility Expansion*, Fairfax, Virginia (Project Architect)
- Fairfax Connector Reston-Herndon Bus Operating Facility Expansion and Renovation*, Herndon, Virginia (Project Manager)
- Potomac and Rappahannock Transportation Commission (PRTC) Western Bus Facility*, Herndon, Virginia (Project Architect)
- Blacksburg Transit - Feasibility Study, Blacksburg, Virginia (Project Manager)
- Blacksburg Transit - Space Planning Study, Blacksburg, Virginia (Project Manager)

*denotes projects completed with other firms



Rachel Bannon-Godfrey

LEED AP BD+C, ENV SP,
WELL AP, Fitwell Ambassador

Sustainability Lead

Education

- Heat Springs Institute, Solar Executive MBA, Portland, Oregon, 2014
- Master of Science, Architecture, Focus on Energy Efficient Building Technologies, University of California, Berkeley, California, 2001
- Bachelor, Architecture, University College, Dublin, 1998
- Bachelor of Science, Architectural Science, University College, Dublin, 1995

Registrations

- Envision™ Sustainability Professional (ENV SP), Institute for Sustainable Infrastructure
- LEED AP Building Design + Construction, U.S. Green Building Council

Rachel is the Sustainability Discipline Leader for the Buildings Group and leads sustainability initiatives in design work, client outreach, and internal operations. She has 15 years' experience in the building industry, spanning five countries and focusing on the engineering and design of high-performance, net-zero energy buildings. With a passion for multidisciplinary engagement and expanding the boundaries of 'sustainability', she serves on the Mayor's Sustainability Advisory Council for the City and County of Denver, the Colorado Resource Council, and through her work with the global B Corp community has gained expertise in supporting diversity and inclusion through design.

Relevant Experience

- Division 13 Bus Operations & Maintenance Facility, Los Angeles, California (Building Performance Engineer)
- Nakoosa Trail Satellite Bus Operations & Maintenance Facility, Madison, Wisconsin (Sustainability Director)
- Heywood Bus Operations & Maintenance Facility, Minneapolis, Minnesota (Sustainability Director)
- Wave Streetcar Proposal, Fort Lauderdale, Florida (Sustainability Director)
- TriMet Powell Garage, Portland, Oregon (Sustainability Director)
- Madison Metro Nakoosa Trail Satellite Bus Operations & Maintenance Facility, Madison, WI (Principal, Sustainability Discipline Lead)
- LA Metro Division 13 Bus Operations & Maintenance Facility (Principal, Sustainability Discipline Lead)
- Minneapolis Metro Transit Heywood Bus Operations & Maintenance Facility, Minneapolis, Minnesota (Principal, Sustainability Discipline Lead)
- LA Metro Division 14 Light Rail Operations & Maintenance Facility, Santa Monica, California (Principal, Sustainability Discipline Lead)
- Durham Water Mist Lake Facility, Durham, North Carolina (Principal, Sustainability Discipline Lead)
- Louisville City Services Facility*, Louisville, Colorado (Building Performance Engineer)
- Parker Public Works Facility*, Parker, Colorado (Building Performance Engineer)
- Loveland Service Center*, Loveland, Colorado (Building Performance Engineer)
- Madison Nakoosa Trail Fleet, Fire, & Radio Shops, Madison, Wisconsin (Principal, Sustainability Discipline Lead)
- Denver Water Headquarters and Operations Buildings, Denver, Colorado (Principal, Sustainability Discipline Lead)

*denotes projects completed with other firms



Barb Berastegui

AIA, LEED AP BD+C

QA/QC Lead

Education

- Master of Architecture, with distinction, Arizona State University, Tempe, Arizona, 1996
- Bachelor of Science in Design, Cum Laude, Arizona State University, Tempe, Arizona, 1994

Registrations

- Registered Architect #41129, State of Arizona
- LEED AP Building Design + Construction, U.S. Green Building Council

Memberships

- American Institute of Architects
- American Public Transportation Association

Barbara Berastegui brings more than 20 years of experience to her role as Project Designer and Architect. Today, she applies her expertise to the design and coordination of diverse transit and civic projects. Barbara has proven adept at translating client goals into memorable built environments. Her work as a Project Designer and Architect across various geographies serves to enrich her design sense and allows her to identify the unique characteristics that contribute to a strong sense of place on each project.

Barbara's work has included design leadership on award-winning projects such as the East Valley Bus Operations and Maintenance Facility in Phoenix, LA Metro's Division 13 Bus Operations and Maintenance Facility in Los Angeles and the Harrisonburg Administration & Maintenance Facility. These three projects in particular are emblematic of Barbara's ability to work collaboratively to blend high-quality design, forward-thinking sustainability features and value engineering to meet client goals.

Relevant Experience

- Madison Nakoosa Trail Fleet, Fire, and Radio Shops, Madison, Wisconsin (Project Designer)
- Metro Transit Heywood II Bus Garage, Minneapolis, Minnesota (Project Designer)
- TriMet Powell Garage Bus Operations & Maintenance Facility, Portland, Oregon (Project Designer)
- Purple Line Rail S&I and MOW Facilities Concept Design, Silver Spring, Maryland (Project Designer)
- North Transit Feasibility Study, Phoenix, Arizona (Project Architect/Planner)
- Metro Base Expansion, Santa Cruz, California (Design Team Member)
- East Valley Bus Operations and Maintenance Facility Phase II, Tempe, Arizona (Project Architect/Project Designer)
- South Transit Bus Operations and Maintenance Facility, Phoenix, Arizona (Project Architect/Project Designer)
- LA Metro Division 13 Bus Maintenance Facility Feasibility Design, Los Angeles, California (Project Architect/Project Designer)
- Phoenix Transit West Operating Facility, Phoenix, Arizona (Project Architect/Designer)
- East Valley Bus Operations and Maintenance Facility, Phase I, Tempe, Arizona (Design Team Member)
- Mesa Transit Maintenance Facility, Mesa, Arizona (Project Designer/Coordinator)
- Glendale Beeline Transit Maintenance and Operations Facility, Glendale, California (Design Team Member)
- Livermore Amador Valley Transportation Administration Satellite Bus Facility Expansion, Livermore, California (Project Architect/Designer)
- Gold Coast Transit District Bus Operations and Maintenance Facility, Oxnard, California (Project Designer)

*denotes projects completed with other firms



Michael Brennan

PE

Structural Engineer

Education

- Master of Science, Civil Engineering with an emphasis on Structural Engineering, University of Pittsburgh, Pittsburgh, Pennsylvania, 1997
- Bachelor of Science, Civil Engineering with an emphasis on Structural Engineering, University of Massachusetts, Boston, Massachusetts, 1980

Registration

- Professional Engineer #PE-039762-E, Commonwealth of Pennsylvania

Michael brings over 30 years of structural engineering experience to Stantec. He has been responsible for the design of concrete and steel superstructures, foundation alternatives, forensic and due diligence inspections, preparation of construction documents, and integration of structural design with architecture and MEP engineering design.

Relevant Experience

- City of Washington - Intermodal Transit Facility / Park & Ride, Pittsburgh, Pennsylvania
- NJIT Parking Garage Expansion, Pittsburgh, Pennsylvania
- Pennsylvania Turnpike Commission, Donegal Maintenance Facility
- Pennsylvania Turnpike Commission, Everett State Police Barracks Renovation & Addition
- Pennsylvania Turnpike Commission, Harrison City Maintenance Facility
- Pennsylvania Turnpike Commission, Kegg Maintenance Facility - Generator and Salt Dome
- Pennsylvania Turnpike Commission, New Stanton Interchange
- Pennsylvania Turnpike Commission, Patton Township Interchange
- Pennsylvania Turnpike Commission, Pittsburgh Interchange
- Pennsylvania Turnpike Commission, Turnpike Industrial Park Building (TIP) Data Center and Administration Building
- Pennsylvania Turnpike Commission, Turnpike Industrial Park Building (TIP) Phase 2 Sitework
- Indiana County Transit Authority - Operations and Maintenance Facility, Indiana, Pennsylvania
- Slippery Rock University- Vincent Science Center*, Slippery Rock, Pennsylvania *
- Carnegie Mellon University – Neuro Institute Imaging Facility, Pittsburgh, Pennsylvania
- Edinboro University- Cooper Hall Science Building*, Edinboro, Pennsylvania
- Harrisburg University of Science and Technology – Health Science Tower, Harrisburg, Pennsylvania
- Allegheny County, Medical Examiner's Office and Forensics Laboratory, Pittsburgh, Pennsylvania

*denotes projects completed with other firms

Marlene Connor

EDUCATION: MBA, Finance and Organizational Development, University of Massachusetts;
BA, Political Science, Drew University

AFFILIATIONS: American Public Transportation Association; Women's Transportation Seminar

AREAS OF SPECIALIZATION: Transportation management and planning for comprehensive transit projects involving statewide, regional, and local transit system analysis; regional mobility plans; management performance reviews; senior adult studies; human service coordination studies; and suburban and community public transportation service development. Relevant experience includes:

- Fare System Implementation, MBTA, Boston, MA
- Wake County Transit Plan, Wake County, NC
- Paratransit Demand Based Service and Facility Evaluation, RGRTA, Rochester, NY
- Community Transit Service Planning Technical Assistance, New Jersey Transit, Newark, NJ
- Ride KC Regional Transit Plan, Kansas City MO
- North Station Area Transportation Master Plan for Boston Redevelopment Authority, MA
- Strategic Mobility Consulting, Foothill Transit, Pomona, CA
- Monterey Bay Bus Rapid Transit Planning and Program Management, CA
- TCRP B-25 Guidelines for Evaluating, Selecting and Implementing Suburban Transit Services
- Antelope Valley Transit Integrated Mobility Planning, Lancaster, CA
- Regional Transportation Study – Tompkins County, Ithaca, NY
- Greater Lafayette Public Transportation Corporation, Lafayette IN
- Orange County on Call Technical Assistance, Orange County NY
- TCRP A- 42 Time Matters
- Wake County Human Services Coordinated Transportation Service Delivery and Funding Review-Wake County, NC
- Augusta, GA TDP
- City of Raleigh, NC – ADA Alternatives Analysis
- City of Raleigh, NC - Passenger Amenities Study;
- Small Transit Intensive City Funding Maximization Study, Greater Lafayette Public Transportation Corporation, IN
- Berkshire VTCLI, MA
- Kanawha Valley Regional Transit Authority Systems Analysis, Charleston, WV
- Dutchess County, NY Bus Expansion Feasibility Study
- Evaluation of Star Metro Route Structure System Changes, Tallahassee, FL



Jason Decheck

PE, LEED AP

Electrical Engineer

Education

- Bachelor of Science, Architectural Engineering, The Pennsylvania State University, University Park, Pennsylvania, 1997

Registrations

- LEED Accredited Professional, U.S. Green Building Council
- Professional Engineer #29193, Commonwealth of Kentucky, 1/16/13 - 6/30/2019
- Professional Engineer #43263, State of Maryland, Exp. 1/15/2019

Jason is an electrical engineer and leads the MEP engineering design team during systems analysis, design, cost estimating, construction supervision, and commissioning. His experience resides in building types including office buildings, computer data centers, schools, university facilities, hotels, large commercial/retail complexes, high-rise facilities, laboratories, industrial facilities, residential facilities, and institutional facilities. Additionally, Jason has extensive experience in infrastructure upgrades to critical electrical systems, such as emergency power systems and electrical distribution replacements, in active facilities.

Relevant Experience

- AutoNation Collision Center, Fremont, California
- FedEx Smart Post - Clinton Commerce Park*, Findlay Township, Pennsylvania *
- FedEx Ground –CY17 Orlando Hub #328 Offsite Parking, Orlando, Florida
- FedEx Ground- Rialto Hub Expansion, Rialto, California
- Pennsylvania Turnpike Commission – Southern Beltway and Findlay Connector Cashless Tolling Plazas, Pennsylvania
- Indiana University of Pennsylvania - Stright Hall Data Center, Indiana, Pennsylvania
- Housing Authority of Beaver County - Emergency Generator Replacement Projects*, Beaver County, Pennsylvania *
- University of Pittsburgh Life Science Complex, Pittsburgh, Pennsylvania
- Confidential Client - Manufacturing Facility, Confidential, North Carolina
- National Institutes of Health - Porter Neuroscience Center, Bethesda, Maryland
- University of Pittsburgh - Life Sciences Annex Building, Pittsburgh, Pennsylvania
- Confidential Client - Engineering Facility, Confidential, Connecticut
- The Pennsylvania State University Beaver Campus - Michael Baker Building, Beaver, Pennsylvania
- Point Park University - West Penn Hall Cinema, Pittsburgh, Pennsylvania
- Miami University - School of Engineering and Applied Science Building and Benton Hall Renovation, Oxford, Ohio

*denotes projects completed with other firms



Ralph DeNisco

Transit Planning Lead

Education

- Master of Arts, Urban Affairs,
Boston University Metropolitan
College, Boston, Massachusetts
- Bachelor of Arts, Economics,
Boston College, Boston,
Massachusetts

Ralph uses his deep technical knowledge to show stakeholders how smart transportation decisions can create the vibrant, functional places people want. In 20 years, he's built a strong record of devising sophisticated solutions to complex mobility needs that win community and agency support. Most recently, he's played leadership roles in creating a mobility framework for redevelopment of the 135-acre Ford site in St. Paul; completing a parking and mobility plan for downtown Savannah; and creating the Connect Columbus Citywide Plan in Ohio. He's currently at work on implementing several Bus Rapid Transit Pilots in Greater Boston and a High Capacity Transit plan for the Las Vegas region.

Ralph is well known in Boston for development plans (Union Square, 105 West First Street), transit plans (the state's Focus40 program), and as an advisor to several foundations on issues of urban mobility.

Relevant Experience

- Grounding McGrath: Determining the Future of the Route 28 Corridor*, Somerville, Massachusetts (Project Manager)
- Everett Transit Action Plan*, Everett, Massachusetts (Project Manager)
- GoBoston 2030—Urban Mobility Action Plan*, Boston, Massachusetts (Project Advisor)
- Windsor Center Transit Oriented Development Planning and Facilitation Program*, Windsor, Connecticut (Project Manager)
- North Park Sustainability*, Hartford, Connecticut
- New Haven Downtown to the Hill TOD Technical Services*, New Haven, Connecticut
- Saint Paul Parking Study*, Saint Paul, Minnesota (Project Manager)
- 135th Street Corridor Plan*, Leawood, Kansas (Project Manager)
- Calgary Currie Barracks Master Plan Working Session*, Calgary, Alberta
- Jamaica Plain Centre Street/South Street Area Transportation Action Plan*, Jamaica Plain, Massachusetts (Project Manager)
- Hyde Park Master Plan*, Boston, Massachusetts (Lead Planner)
- Dedham Master Plan*, Dedham, Massachusetts (Transportation Task Manager)
- City of Keene Marlboro Street Zoning and Land Use Regulations*, Keene, New Hampshire
- Bridge Street Corridor Plan*, Dublin, Ohio
- Tulsa Downtown Walkability Study*, Tulsa, Oklahoma (Project Manager)

*denotes projects completed with other firms



Rachel Fitzgerald

LC, MIES, IALD, LEED AP BD+C

Senior Lighting Designer

Education

- Bachelor of Science in Architectural Engineering, University of Colorado, Boulder, Colorado, 2002

Registrations

- LEED AP Building Design + Construction, U.S. Green Building Council
- Lighting Certified Professional, National Council on Qualifications for the Lighting Professions

Memberships

- Member, Illuminating Engineering Society of North America
- Professional Member, International Association of Lighting Designers

Rachel Fitzgerald is a Lighting Designer with over 15 years of experience providing exterior and interior lighting designs for hospitality, mixed-use, retail, corporate interiors, civic/government, religious facilities, and recreation projects. Rachel is a leading expert on how lighting and daylighting drive health and wellbeing and has had a significant impact on the firm's buildings and master plans globally. This includes her net zero energy designs for the US Department of Energy's NREL Research Support Facilities as well as for Lakehouse where the lighting was designed to support its occupants' natural circadian rhythms.

Over the past decade, Rachel's commitment to designing highly sustainable and human-centric spaces has resulted in more than two dozen design awards for her projects. Her desire to create a world where lighting plays a more significant role is also manifested through her industry involvement. She's passionate about mentoring junior staff as well as supporting best practices and rewarding innovation within the lighting industry.

Rachel is deeply involved in IALD, serving as the Regional Coordinator for the Rocky Mountain Chapter, and on the Content Advisory Committee for the IALD 2017 Enlighten Americas conference. She's also co-founder and vice president of the Brilliance Awards, a Rocky Mountain region architectural lighting awards program, and served for a decade on the board of directors for Denver Designers Lighting Forum.

Relevant Experience

- START, Jackson Hole, Wyoming (Lighting Design)
- Gold Coast Transit (Lighting Design)
- Metrolink Train Control & Operations Support Facility, Pomona, California (Lighting Design)
- Madera Transit Facility (Lighting Design)
- Fleet Maintenance and Road & Bridge Facility, Frisco, Colorado (Lighting Design)
- Beeline Maintenance Facility, Glendale, California (Lighting Design)
- Division 14 Exposition Metro Line Light Rail Operations & Maintenance Facility, Santa Monica, California (Lighting Design & Daylight Studies)
- TriMet Powell Bus, Portland, Oregon (Lighting Design)
- Pasadena TOMF, Pasadena, California (Lighting Design)
- Durham Water Compliance Services, Durham, North Carolina (Lighting Design)
- Durham Water Mist Lake Facility, Durham, NC (Lighting Design)
- Nakoosa Trail Public Works Combined Operations Facility, Madison, Wisconsin (Lighting Design)

*denotes projects completed with other firms



Fred Gilliam

TRANSIT OPERATIONS CONSULTANT

Fred M. Gilliam, retired President & CEO of Capital Metropolitan Transportation Authority in Austin, TX, with nearly 50 years of experience managing and operating public and private transit systems, resulting in consistent demonstrated measurable results in ridership increases, service quality, cost savings, and efficiency improvements.

EXPERIENCE & TRANSIT INDUSTRY EMPLOYMENT

The Gilliam Group, LLC—Austin, Texas

Founded in 2010, this management consulting practice specializes in operating efficiencies, service quality reviews, cost control, financing, interim management, executive recruiting, and privatization of transit services. He serves as a business development adviser to Stantec, focused on transit architecture, TOD and sustainability projects. He also continues to serve on various committees and mentors several individuals in the transit industry.

Capital Metropolitan Transportation Authority—Austin, Texas

Gilliam served as President/CEO of Capital Metropolitan Transportation Authority before retiring in 2009. Under Gilliam's leadership, Capital Metro significantly improved operations, reducing accidents, improving on-time performance, ridership, fleet improvements, and increasing service. Gilliam was responsible for a successful public referendum for the development and implementation of Capital MetroRail, the region's first urban passenger rail service.

Chance Coach—Wichita, Kansas

Previously, Gilliam was Executive Vice President for Chance Coach, a bus and trolley manufacturer in Wichita, Kansas where he was responsible for the development of a new light weight Bus and introduction to the market.

Metropolitan Transit Authority of Harris County—Houston, Texas

Gilliam served the Metropolitan Transit Authority of Harris County (METRO) as Executive Vice President/ COO, where he was responsible for managing the daily activities of Houston's transit agency, with a budget of over \$600 million and 4,000 employees. Under Gilliam's leadership, METRO had record-breaking ridership increases, reversing a three-year decline; an operating division was privatized, saving the Agency over five years, more than \$25 million; and accidents were reduced to the lowest level in the history of the agency.

Metropolitan Tulsa Transit Authority—Tulsa, Oklahoma

Gilliam joined Metro Tulsa Transit and quickly rose through the ranks. After 11 years of progressively more responsible positions he accepted the position of Operations Manager and one year later was named Executive Director of the Metropolitan Tulsa Transit Authority.

Memphis Transit Management Company—Memphis, Tennessee

Gilliam began his career in the transit industry as a traffic checker for the Memphis Transit Management Company in 1961 and returned twice to Memphis in 1976 and 1987 as General Manager. Gilliam developed & implemented the light rail vintage trolley system with operations beginning service in April 1993.

New Orleans RTA, Denver RTD & ATE Management (now First Transit)

Gilliam also served in leadership positions New Orleans RTA and Denver RTD as well as serving ATE Management & Service Co. as Senior Vice President/Senior Management Executive responsible for corporate management over site for contract managed transit systems & business development in 16 states.

EDUCATION

Bachelor of Business Management,
University of Tennessee

Bachelor of Business Administration,
California Coast University

AFFILIATIONS

American Public Transportation
Association (APTA), Executive Committee

South West Transit Association,
Past President

Texas Department of Transportation,
Public Transportation Advisory Committee

Texas Transportation Institute (TTI)
Advisory Council

AWARDS & HONORS

Innovative Finance Award,
Federal Transit Administration (FTA)

Lifetime Achievement Award, Texas Transit
Association, 2010

Friend of Texas, Texas Department
of Transportation, 2006

Outstanding General Manager,
Texas Transit Association, 2004



Samantha Gotta

NCIDQ, LEED AP BD+C

Interior Designer

Education

- Bachelor of Fine Arts, George Washington University, Washington, DC, 2006

Registration

- Registered Interior Designer #31886, National Council for Interior Design Qualification

Memberships

- LEED Accredited Professional, Building Design + Construction, U.S. Green Building Council
- Interior Designer, National Council for Interior Design Qualification

Samantha Gotta has over 10 years of professional experience in all phases and aspects of architecture and interior design projects. Her passion is deeply rooted in delivering engaging, human-centered solutions via collaborative visioning sessions with diverse stakeholders to establish emotionally meaningful concepts tailored to our clients' mission, culture and brand identity.

Her cross-market experience, including Healthcare, Workplace, Hospitality, Higher Education, and Science & Technology, allows her to freely explore ideas of community, compassion, and space impacts on health decisions, healthy behavior and the human spirit. Her leadership, innovative ways of integrating technology, evidence-based design, sustainability and care models result in transformative places. She applies this broad expertise and commitment to collaboration at all stages of design, including programming, space planning, design development, material and finish selection, construction documentation, furniture selection and specifications, as well as construction administration.

Relevant Experience

- California Polytechnic State University, Center for Science and Mathematics*, San Luis Obispo, CA, 208,608 SF
- University of Miami*, Miami, FL - Life Science & Technology Park, Master Plan and Research +Development Building 1, 252,800 SF
- P677 Academic Instruction Facility, Tecum Schools, Quantico, Virginia
- Santa Clara Family Resources Courthouse, Santa Clara, CA - 233,695 SF
- Stadiums, Sports Planning, and Special Events
- First Energy Stadium Phase 2 Interior Renovation*, Cleveland, OH - 1,600,000 SF
- Conrad N. Hilton Foundation - New Office Campus*, Aurora Hills, CA - 22,000 SF
- The McShane Companies Corporate Office Relocation*, Rosemont, IL- 25,000 SF

*denotes projects completed with other firms



Timothy G. Holdeman

Director of Business Development / Senior Project Manager

Experience:

EEL: 4 months
Other: 37 years

Education:

B.S., 1980, Geology,
Indiana University, Bloomington, IN

M.S., 1982, Geological Sciences,
Wright state University,
Dayton, OH

Certification:

2006 – 2018, State of Illinois Class A
Drinking Water Operator, Illinois EPA

1996 – 2003, Certified Professional
Geologist, American Association of
Professional Geologists

Professional Associations:

American Public Works Association
American Water Works Association

Professional Awards:

2011 Meritorious Service Award
"Operator of the Year" – AWWA Illinois
Section

Service:

2016-2019, Member, DeKalb County
Stormwater Management Committee

Tim Holdeman is Director of Business Development and Senior Project Manager for EEI with over 15 years of public sector project management experience, serving as Director of Public Works for the City of DeKalb, Illinois and Water Superintendent for the City of Rockford, Illinois. Tim also has 15 years of consulting experience focused on serving municipal clients.



During his career, Tim has successfully managed and directed numerous high-profile public projects involving public outreach and community engagement.

As Public Works Director for the City of DeKalb Tim served as the Director of the Metropolitan Planning Organization (MPO), DeKalb- Sycamore Transit Study (DSATS). In his role as MPO Director, he provided the leadership necessary to advance a long-standing idea for consolidating the City and University Bus Lines. Today, the dream of a consolidated City / University Bus Line is a reality. Tim worked closely with City staff to develop and execute a plan for presenting the Bus Line consolidation plan to the DSATS Policy Committee, key stakeholders, City Council and the community at-large. Tim was also involved in the early stages of implementing the consolidation plan.

Tim was the Project Director for a major Water System Improvement Program in Rockford that began in 2004 when Illinois EPA cited Rockford for violations of the Safe Drinking Water Act. He developed and implemented a public relations program to create awareness of the importance of clean drinking water. Over time, Tim was able to garner public support and the support of City Council necessary to finance a \$75 million investment in Rockford's public drinking water supply. During the project, Tim regularly met with and presented updates to community interest groups and City Council to apprise them of progress on the project. At the completion of the project in 2011, the project won the Illinois ACEC Project of the Year Award – Over \$10M Category and Tim received the Meritorious Service Award "Operator of the Year" from the Illinois Section of AWWA.

Tim has considerable experience in implementing municipal programs that have a significant impact on the community. In 2018, he directed the City of DeKalb through the high-profile and sometimes contentious process of changing their residential solid waste collections vendor. Through public opinion surveys, open discussion of alternatives, presentations to City Council, and direct communication with residents Tim successfully implemented this change that impacted the entire community with minimal disruption.

In 2015, Tim developed and implemented a public awareness campaign to support Rockford Water's capital replacement program. The effort resulted in winning the support of the community and City Council to increase drinking water rates by 30% over 3 years. The key to Tim's success was a well-planned and thoughtful approach to communicating the benefits of the program to the community and addressing concerns as they arose.

52 Wheeler Road, Sugar Grove, IL 60554 ~ (630) 466-6700 tel ~ (630) 466-6701 fax ~ www.eeiweb.com



Amy Krebs

PWS, ENV SP

Senior Environmental Scientist

Education

- BS / Ecology, Millersville University, Millersville, Pennsylvania, 1998

Registrations

- Professional Wetland Scientist #1935, Society of Wetland Scientists
- Envision™ Sustainability Professional (ENV SP), Institute for Sustainable Infrastructure

Memberships

- American Institute of Architects
- American Public Transportation Association

Amy has more than 14 years of experience in wetland, terrestrial, and marine ecology. She is experienced in determining wetland jurisdiction; and assessing, designing, permitting, and monitoring wetland mitigation areas. Her specialized expertise includes habitat assessment, evaluation, and classification; environmental resource permitting; sovereign submerged lands permitting and water quality studies; submerged aquatic vegetation mapping; aerial photo-interpretation; land use mapping; ecological assessments; threatened and endangered species studies; and wetland mitigation design and monitoring.

Amy's permitting experience includes state- and local-level permitting in several states, and federal National Environmental Policy Act (NEPA) permitting and coordination. She has managed large restoration projects which include collecting field data, design and permitting, and managing budgets and timelines. Amy also has project management training, and currently serves as Senior Environmental Scientist located in Stantec's Laurel Maryland office.

Relevant Experience

- Arlington Transit (ART) Bus Operation and Maintenance Facility, Arlington County*, Arlington, Virginia
- Harrisonburg Bus Maintenance Facility Expansion Project Categorical Exclusion (CE) Document*, Harrisonburg, Virginia (Project Manager)
- Transportation Security Laboratory Expansion Design Review*, Atlantic City, New Jersey (Environmental Review Lead)
- Turner-Fairbank Highway Research Center Stormwater Runoff Hydrologic Analysis*, McLean, Virginia (Project Manager)
- Cuyahoga Valley National Park Towpath Trail Riverbank Stabilization*, Valley View, Ohio (Project Scientist)
- Martin State Airport Storm Drain Replacement, Baltimore, Maryland
- MDTA Stormwater Pollution Prevention Plan Updates, Statewide, Maryland
- US50/197 Wetland Delineation Report, Prince George's County, Maryland
- Ohio Well Pad Assessment Services*, Trumbull County, Ohio
- Florida High Speed Rail Project Development and Environment (PD&E) Study*, Tampa to Orlando, Florida (Environmental Scientist)
- Cheltenham Federal Law Enforcement Training Center (FLETC) Environmental Assessment for Department of Homeland Security (DHS)*, Cheltenham, Maryland (Senior Scientist)
- Oakton Community Library Design*, Oakton, Virginia (Scientist)
- Fort Belvoir Elementary School Expansion Master Planning and NEPA Support*, U.S. Army Garrison Fort Belvoir, Virginia
- Amtrak NEC Climate Change Vulnerability Assessment: Phase II Pilot Study, Delaware (Project Manager)
- Purple Line, Maryland (Environmental Lead)

*denotes projects completed with other firms



RB Laurence

PE

Fuel System Engineering

Education

- Master of Science, Naval Architecture and Marine Engineering, Massachusetts Institute of Technology, Cambridge, Massachusetts, 1994
- Master of Science, Mechanical Engineering, Massachusetts Institute of Technology, Cambridge, Massachusetts, 1994
- Bachelor of Science, Naval Architecture and Marine Engineering, United States Coast Guard Academy, New London, Connecticut, 1990

Registration

- Professional Engineer
#062.063947, State of Illinois

Memberships

- Principal Member (NFPA30A), Technical Committee on Automotive and Marine Service Stations, National Fire Protection Association

RB is a registered professional mechanical engineer with more than 25 years of experience in project management, fuel system design, flammable liquids engineering, fuel system operations, and permitting. He is a specialist in the design of unique vehicle fleet facilities, including rental car turn around facilities, compressed natural gas facilities, alternative compliance facilities, and aviation fuel farms. He has consulted with clients on fuel system safety and environmental risks, asset management strategy, compliance, and permitting strategy. RB works on a design and consulting team that has designed over 100 retail, rental car, fleet, specialty, and institutional fueling and tank facilities, serving often in the role of senior technical reviewer, engineer-of-record, or project quality leader.

As an advisor, he has assisted numerous clients with strategic infrastructure and operational issues related to fuel storage and dispensing facilities and has physically assessed and audited facilities for both compliance and condition.

Relevant Experience

- Multi-Level Consolidated Rental Car (CONRAC) Facility Fuel System Designs, Warwick, RI, Chicago, IL, and San Antonio, TX (Project Manager/Engineer of Record)
- Multi-Level Consolidated Rental Car (CONRAC) Program Management/Procurement Advisor Team, Los Angeles International Airport, Los Angeles, California
- Third Party Peer Reviews
- Additional Airport QTA Fueling Facility Designs, Major Global Rental Car Firms
- Fleet Fueling Facility Design, US Postal Service
- National Fuel System Design Standards Development, Enterprise Holdings
- National Fuel System Design Standards Development, US Postal Service
- Fleet Fueling Facility Design, NHDOT
- Aviation Fuel System Design, Central Illinois Regional Airport (BMI)
- Calibration Fuel System Assessment, Tinker AFB
- Hypermarket Retail Fueling Facility Portfolio Design, Development, and Permitting Program
- CONRAC Fueling and Vehicle Maintenance System Design, Louisville International Airport
- Marine Fuel System, Yankee Fisherman's Cooperative
- Marine Terminal Design, Sprague Energy Corporation
- New Technology Evaluation, High Volume Marine Fuel Filter Media
- CONRAC Fueling Design, Phoenix Sky Harbor Airport
- CONRAC Fueling Design, Baltimore Washington International Airport
- CONRAC Fueling Design, Boston Logan International Airport
- Fleet Fueling Facility Design and Permitting, Construction Equipment Rental Facility, Farmingdale, New York

*denotes projects completed with other firms

Jin Hyung Lee, LEED BD+C

Project Manager, Electrical and IT Engineering



Years with CCJM 17
Years with Other Firms 1

Education and Registrations

Illinois Institute of Technology, Master of Science, Geotechnical Engineering, 2001

Yonsei University, Korea, Bachelor of Science, Geotechnical Engineering (Civil Engineering), 1997

LEED Accredited Professional BD+C
 US Green Building Council

Jin Lee is a valued team member with extensive experience and knowledge designing electrical systems for projects in various markets, including educational, commercial, aviation, institutional and healthcare. Jin is also responsible for proposals and contracts, project design management and interdisciplinary coordination. He is proficient in the design of lighting, voice/data systems, emergency and normal power distribution, fire alarm, security, and CCTV. His background in geotechnical engineering lends for extensive knowledge of site conditions as well.

Jin's Electrical experience includes power distribution circuits, power supply back-up systems, electrical equipment, electrical design and layout of high-density power converters, and analysis of equipment/power system operational performance, including feasibility studies and reliability and risk analyses.

Jin's telecommunication expertise includes solid knowledge of IT system architecture and electrical engineering for large scale data centers and telecom installations. Directly involved in the design and analysis of data center power distribution systems ranging from facility-level AC to system-level DC power distribution and conversion. Experience with industrial electrical installations and systems including UPS, SCADA, and embedded generation.

Selected Projects

PACE West Division Bus Garage, Melrose Park, IL

Electrical Engineer for PACE West Division Bus Garage, an approximately 233,000 sq. ft., vehicular storage/maintenance facility, with offices and an attached bus garage structure. Scope includes existing building assessment, arc flash and short circuit coordination study, extensive renovation and remodeling of all existing office areas, including garage mezzanine offices, IT room, training room, conference room, break room, and enlarged dispatch room; replacement of existing office area lighting and controls throughout; new power, data, fire alarm and security to accommodate the new office layouts; upgrade of existing stand-by generator; and, electrical distribution improvements for full back-up power for the entire facility.

PACE Heritage Bus Garage, Joliet, IL

Electrical Engineer for mid-life improvements at PACE Heritage Division Bus Garage, a 57,800 sq. ft. vehicular storage/maintenance facility, with offices, with two other parking lot parcels supporting the building. Scope includes comprehensive building assessment, arc flash and short circuit coordination study, extensive renovation of existing HVAC, electrical and control systems, communications systems, fire alarm and emergency generator.

Midway International Airport, Terminal Parking Garage Expansion

Project Manager and Electrical Engineer for MEPFP, Elevator and Call Station engineering services design for the expansion of the terminal parking garage over the existing CTA tracks and maintenance yard at Chicago's Midway Airport. The project includes the evaluation of the existing Terminal Parking Garage and planning and design for the expansion to increase parking capacity an additional 1,400 spaces to a total of 3,500 spaces.

Chicago Police Department / Public Building Commission of Chicago / Police District 23 Parking Garage, Chicago

Project Manager and Electrical Engineer for MEP/FP engineering design services for a new 139,200 sq. ft., 4-level parking garage adjacent to the new Police District #23 Police Station at Halsted and Addison Streets.



AI Migon

LEED AP, CDT

Construction Administration

Education

- Bachelor of Architecture, Illinois Institute of Technology, Chicago, Illinois, 1994

Registration

- Registered Architect
#001.024695, State of Illinois

AI has over 25 years of experience in a variety of project types including higher education, residential, and government. In addition, he also has several years of residential and high-rise renovation experience. AI is involved in the construction document phase including production of project contract documents, consultant coordination, schedules, cost estimates, and the construction administration/field observation for the project.

Relevant Experience

- Department of Natural Resources, Springfield, Illinois
- U.S. Armed Forces Reserve Center, Fort Detrick, Maryland
- Thrun Hall Barracks and Gallery, Elizabeth City, North Carolina
- Fort Bliss Infantry Brigade Combat Team 1 & 2, El Paso, Texas
- Ft. Benning Starships Conversion, Ft. Benning, Georgia
- Quantico Student Dining Facility, Quantico, Virginia
- Quantico Instructional Facility, Quantico, Virginia
- U.S. Armed Forces Reserve Center, Bristol, Pennsylvania
- University of Illinois Recreation Centers, Urbana-Champaign, Illinois
- University of Illinois WILL Communication Building, Urbana-Champaign, Illinois
- Roosevelt University, Chicago, Illinois
- Illinois State University College of Business, Normal, Illinois
- Burnham Mixed-Use Development, Champaign, Illinois

*denotes projects completed with
other firms

Thomas Middleton

5600 North River Rd. Suite 910
Rosemont, IL 60018
262-490-2744; tom@middleton-cc.com

Experience

Middleton Construction Consulting - President/ Founder, 2011 - current

- Founded Middleton Construction Consulting in order to provide quality cost estimating services to Federal and Municipal government entities.
- Provide pre-construction services to a variety of clients including general contractors, architects and owners.

J.P. Cullen and Sons - Senior Estimator, 2001 - 2011

- Managed an estimating team to procure profitable work for the company.
- Developed and implemented the company's pre-construction services program.
- Worked closely with owners and architects to ensure that the project meets the established goals.
- Oversaw approximately \$500 million dollars in estimates and budgets every year.
- Worked with project team to identify, plan and implement construction needs.
- Coordinated with local officials to ensure that the project meets current codes and regulations.
- Implemented process improvement to increase labor productivity.

J.H. Findorff - Project Manager, 1999 - 2001

- Managed labor, material and equipment needs for large commercial construction projects.
- Planned and coordinated construction in order to meet schedule deadlines.
- Oversaw contract and contract negotiations with sub-contractors.
- Prepared cash flow analysis for projects assigned.

Oscar J. Boldt Construction - Field Engineer, 1995 - 1999

- Oversaw quality control on commercial construction projects.
- Managed all submittals for projects assigned.
- Responsible for project scheduling.
- Oversaw commissioning of building projects.

U.S. Army - Master Sergeant-Retired, 1988 - 2011

- Developed long-range plans for organizational training requirements.
- Oversaw all personnel needs for over 600 deployed soldiers.
- Led combat operations and training for infantry battalion

Education

**Bachelor of Arts,
International Business,
Frostburg State
University, 1991**

**Defense Language
Institute, Basic Korean,
1992**

Certifications

Certified Professional
Estimator with the
American Society of
Professional Estimators.



Sasha Pejdic

PMP

Transit Advisory Lead

Education

- Transit Mid-Manager Seminar, ENO Center for Transportation, Transit Leadership, San Diego, California, 2018
- Project Management Certificate, Ryerson University, Toronto, Ontario, 2009
- Bachelor of Arts, Honours Economics – Finance Specialization & Applied Studies – Human Resources Management Specialization, Co-Op Program, University of Waterloo, Waterloo, Ontario, 2003

Registration

- Project Management Professional (PMP)® #1306473, Project Management Institute

Memberships

- Zero Emission Bus (ZEB) Task Force Member, California Transit Association
- Member, Mobility Management Committee, American Public Transportation Association
- Member, Bus Safety Committee, American Public Transportation Association
- Member, Bus Operations Committee, American Public Transportation Association

*denotes projects completed with other firms

Sasha Pejdic is Managing Principal and lead of Stantec's Transit Advisory practice. As a management consultant, Sasha helps transit agencies rationalize their services to grow ridership, improve customer satisfaction, and maximize cost efficiencies. Sasha has led a broad portfolio of assignments that include operations and maintenance (O&M) contracting, service optimization, service planning, transit master planning, alternative service delivery strategies, paratransit, new technologies, asset management, economic analysis and strategic planning.

Sasha approaches assignments with fresh perspective that challenge the status-quo. He believes it is important to achieve a healthy balance of vision and reality in projects since overly optimistic 'blue-sky' thinking could quickly become defeatist if not the recommendations are not implementable. At the core of Sasha's approach is the customer. The transit industry is being challenged to keep its riders considering competing market disruptors; Sasha is devising strategies for transit agencies globally to reinvent themselves to remain relevant and prosper in the mind of the customer.

Relevant Experience

- Regional Transit Plan for the Antelope Valley, Lancaster, California (Project Manager and Technical Resource)
- Operational Review of TTC Service Delivery Group, Toronto, Ontario (Project Manager and Technical Resource)
- Winnipeg Transportation Master Plan, Winnipeg, Manitoba (Co-Project Manager and Technical Resource)
- City of Gardena/GTrans Line-by-Line Analysis of Transit Services, Gardena, California (Project Manager and Technical Resource)
- Southern Maine Regional Transit Development Plan (RTDP), Greater Portland, Maine (Deputy Project Manager and Technical Resource)
- Transit Route Optimization and Terminal Concept Plan, Thunder Bay, Ontario (Project Manager and Technical Resource)
- Transit Business Plan, Cornwall, Ontario (Technical Lead – Specialized Transit and Technology)
- Customer and Community Satisfaction Surveying, Bakersfield, California (Project Manager and Technical Resource)
- North and Southwest Division, York Region, Ontario (Project Manager and Technical Resource)
- Autonomous Emergency Braking, York Region, Ontario (Project Manager and Technical Resource)
- Review of Maintenance Department, Thunder Bay, Ontario (Project Manager and Technical Resource)

Wei Qian, PE, LEED AP

Mechanical Engineer



Years with CCJM: 10
Years with Other Firms: 10

Education and Registrations

Master of Science, Mechanical Engineering, University of Cincinnati, 1997

Bachelor of Science, Mechanical Engineering, Tongji University, Shanghai China, 1990

Registered Professional Engineer -IL, OH

LEED Accredited Professional

Registered Energy Professional, Chicago

Professional Affiliations

American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)

Wei Qian has a strong mechanical engineering background with 20 years of experience designing for HVAC, Plumbing and Fire Protection. He has worked on a wide range of renovation and new construction projects including institutional, education, commercial and healthcare buildings with steadily increasing levels of responsibility. He has managed projects from start to finish and has a high degree of experience with sustainable design. Major project tasks include feasibility study, code review, schematic design, design development, cost estimating, preparing bid and construction drawings and specifications, value engineering, peer review, permit review, etc.

Selected Project Experience

PACE Heritage Bus Garage Mid-Life Improvements, Joliet, IL

Mechanical Engineer for comprehensive building assessment and MEPFP upgrade of 57,800 sq. ft. bus garage. Upgrades include existing HVAC and distribution, power and lighting, fire protection and fire alarm upgrades, and controls and communications.

PACE West Division Bus Garage Mid-Life Improvements, Melrose Park, IL

Mechanical engineer for MEPFP upgrade of 233,000 sq. ft. bus garage with new mechanical systems, including heat recovery rooftop units, make-up air units, exhaust fans and baseboard heaters.

Midway Terminal Parking Garage Expansion

Mechanical Engineer for design of 4-level extension of floors 3 thru 6 of the existing terminal garage over the adjacent CTA rail yard property. The approximate size of the expanded parking structure is 650,000 square feet and will provide no less than 1,400 additional parking spaces.

O'Hare International Airport, Truck Rack Facility

Mechanical Engineer for new task order (2017) for Truck Fill Facility to provide stations to fill 8,000 gal. tanker trucks with Jet-A fuel through a connection to the O'Hare fuel transmission main system. The Facility will also provide space for potential future storage and dispensing systems for diesel and gasoline motor fuel. The project will include a maintenance garage, an oil/water separator, and all lighting, fencing, pavements, containments and other necessary systems.

Argonne National Laboratory, Task Order Services Contract

Mechanical engineering support for Argonne's Infrastructure Program including office and conference space build-out and refurbishment, laboratory and support space build-out and refurbishment, general interior and exterior building repairs, building design and construction support for new office and laboratory construction including technologically challenging building designs; chilled water systems piping and equipment; steam production and distribution, HVAC equipment and systems.

Illinois Capital Development Board, Mattoon Armory, Mattoon, IL

Mechanical design for upgrade of 34,483 square foot, one-story armory building. Scope included upgrade of the mechanical and plumbing systems, including replacing boilers and HVAC system and controls, updating ductwork, and replacing associated piping.

Harper College, Building D, G and H Renovations

Mechanical Engineer for gut-renovation of Buildings D, G and H. All renovations employ a high-efficiency HVAC system that replaces the original construction conventional systems that depended largely on air distribution systems. Wei Qian provided field assessment for mechanical systems, mechanical engineering design for HVAC and plumbing systems.



Sunondo Roy, PE, LEED BD+C **Vice President and Project Manager**



Years with CCJM: 11
Years with Other Firms: 20

Education and Registrations

Bachelor of Science, Mechanical Engineering, University of Illinois at Chicago, 1988

Professional Engineer
Illinois Registration #062-049128
Indiana Registration #PE11012110

Certified Capital Development Board
Project Manager

LEED Accredited Professional BD+C
US Green Building Council

Professional Affiliations

American Society of Heating,
Refrigerating and Air Conditioning
Engineers (ASHRAE), Member

U.S. Green Building Council, Member

Building Commissioning Association,
Professional Member

National Fire Protection Association,
Member

Institute of Electrical and Electronics
Engineers, Member

Illuminating Engineering Society of
North America, Member

Sunondo Roy has over 30 years of industry experience and is responsible for client contact, proposals and contracts, development of mechanical and plumbing design concepts, project design management and interdisciplinary coordination. Many of his projects involve renovation and adaptive reuse requiring analysis of existing conditions and evaluations and recommendations of systems suitable to physical and operational constraints.

Sunondo's professional experience includes the design, selection and layout of mechanical and electrical systems for a variety of building types including commercial, industrial, institutional and educational. Specifically, he is involved in the design and layout of HVAC, plumbing and fire protection systems, power distribution, lighting and fire alarm systems; design and implementation of energy conservation measures; Division 13, 15 and 16 specifications; and construction phase project administration of mechanical and electrical systems installation.

Selected Project Experience

Bus Garage and Maintenance Facility, Chicago Transit Authority, Chicago, IL

Mechanical design of renovation of an existing CTA bus garage and maintenance facility on the west side of Chicago. Systems in the renovation included new Car-Mon system, compressed air for pneumatic power tools, overhead lube/oil systems, drainage and oil separation for maintenance bays floor drains and general HVAC.

Fox Valley Press Vehicle Maintenance Facility, Plainfield, IL

Mechanical design for new truck fleet maintenance facility including Car-Mon system, compressed air for pneumatic power tools, overhead lube/oil systems, drainage and oil separation for maintenance bays floor drains, remote car wash building, remote fuel island and general HVAC for all buildings.

New Kennedy King College Applied Sciences Building "V" Auto Shop Buildout, Public Building Commission, Chicago, IL

MEP design for buildout of the auto technology lab and shops for auto body work, welding, printing and heating, ventilating and air conditioning. Auto Body Shop included new Car-Mon system, compressed air for pneumatic power tools, overhead lube/oil stations, drainage and oil separation for maintenance bay floor drains, power and data for diagnostic equipment and power for hydraulic lifts.

Midway International Airport, Terminal Parking Garage Expansion

Project Principal for MEPFP, Elevator and Call Station engineering services design for the expansion of the terminal parking garage over the existing CTA tracks and maintenance yard at Chicago's Midway Airport. The project includes the evaluation of the existing Terminal Parking Garage and planning and design for the expansion to increase parking capacity an additional 1,400 spaces to a total of 3,500 spaces.

Shure Inc Wheeling Plant Renovation, Wheeling, IL

Project Manager for new lighting system for SHURE Technology's manufacturing facility in Wheeling. The building is a 100,000 sq. ft. warehouse building converted to office, shipping department and testing lab. Our scope included a point-by-point footcandle calculation for the area with new 6-lamp fluorescent fixtures, and construction documents including load calculation and circuiting of new fixtures.

WENDY SCHULENBERG, ASLA

Principal, Daniel Weinbach & Partners, Ltd., Principal,
1987-Present



As Managing Principal, Ms. Schulenberg is responsible for project management and technical coordination for the firm's major projects, as well as supervision of the work performed by the staff landscape architects through all phases of a project. She also acts as the project designer on many projects and specializes in work in the City of Chicago. Ms. Schulenberg is the principal client contact for many projects and participates in project meetings and presentations. Her projects have won numerous awards from the American Society of Landscape Architects and other associated organizations.

Sustainability and LEED Experience

Ms. Schulenberg's work has strong elements of sustainable design, employing the concepts of water conservation, extensive use of native and adaptable vegetation, and both intensive and extensive green roofs. She is knowledgeable in LEED requirements regarding site and landscape work and uses LEED compatible components in her work wherever possible and appropriate. Many of her projects are either LEED certified or in the process of becoming certified.

Associations

American Society of Landscape
Architects

Registered Landscape Architect:

Wisconsin, 2016
Maryland, 2014
Ohio, 2014
Iowa, 2012
Virginia, 2012
Indiana, 2007
Missouri, 2000
Pennsylvania, 1999
Illinois, 1989
Michigan, 1984

Education

University of Illinois, Champaign-Urbana,
Bachelor of Landscape Architecture, 1978

Selected Projects

- O'Hare Rental Car Facility & Parking Garage, Chicago, Illinois
- IMD Gateway Center Mixed Use Development, Chicago, Illinois
- Panduit Headquarters, Tinley Park, Illinois
- AMADA Solution Center, Schaumburg, Illinois
- Oakbrook Promenade, Oak Brook, Illinois
- Columbus Drive Underpass, & 11th Street Bridge, Chicago, Illinois
- Solidarity Drive, Chicago, Illinois
- Mercy Circle, Chicago, Illinois
- Park Place, Elmhurst, Illinois
- FBI Building, Chicago, Illinois
- Base Camp - Oak & Cleveland, Chicago, Illinois
- Midway Airport Redevelopment, Chicago, Illinois
- Elmhurst Public Library, Elmhurst, Illinois
- Orland Park Public Library, Orland Park, Illinois
- The Streeter - 345 East Ohio, Chicago, Illinois
- Cantera Development, Warrenville, Illinois
- Swedish Covenant Hospital Miscellaneous Projects, Chicago, Illinois

DANIEL WEINBACH & PARTNERS, LTD.
Landscape Architects



Mark Spigarelli, CPD

Plumbing and Fire Protection Engineer



Years with CCJM: 13

Years with Other Firms: 5

Education and Registrations

Northern Michigan University, Bachelor of Science, Industrial Technology, 1997

Certified Plumbing Designer (CPD), American Society of Plumbing Engineers (ASPE)

Professional Affiliations

American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE), Member

Articles Published

"10 Ways to Save Water", Consulting Specifying Engineer Magazine, March, 2012

Mark is a plumbing and fire protection engineer with extensive experience including detailed site surveys, feasibility studies, existing systems evaluations, preparation of bid and permit documents, shop drawing review, load calculations, and Division 21 and 22 master format specifications. Specific plumbing design experience includes domestic hot and cold water, domestic hot water recirculation, domestic water heaters, sanitary and vent, sewage ejectors, storm water, pumps, laboratory and acid waste and vent, compressed air, acid neutralization, irrigation systems and reverse osmosis.

Fire protection systems include NFPA 13 sprinkler systems, VESDA early warning systems, FM200 dry agent systems and ANSUL kitchen hood fire suppression systems.

Selected Project Experience

PACE West Division Bus Garage, Melrose Park, IL

Plumbing and Fire Protection Engineer for PACE West Division Bus Garage, an approximately 233,000 sq. ft., vehicular storage/maintenance facility, with offices and an attached bus garage structure. Scope includes existing building assessment, extensive renovation and remodeling of all existing office areas, including garage mezzanine offices; new and upgraded toilet rooms, and fire protection and fire alarm systems.

PACE Heritage Bus Garage, Joliet, IL

Plumbing and Fire Protection Engineer for mid-life improvements at PACE Heritage Division Bus Garage, a 57,800 sq. ft. vehicular storage/maintenance facility, with offices, with two other parking lot parcels supporting the building. Scope includes comprehensive building assessment, extensive renovation of existing HVAC, plumbing and fire protection systems.

Midway Airport, Terminal Parking Garage Expansion

Plumbing, Fire Protection and HVAC engineering design for the expansion of the terminal parking garage over the existing CTA tracks and maintenance yard at Chicago's Midway Airport. The project includes the evaluation of the existing Terminal Parking Garage and planning and design for the expansion to increase parking capacity an additional 1,400 spaces to a total of 3,500 spaces.

University of Illinois at Chicago, Applied Health Sciences Domestic Water Replacement Project

Project Manager for the Applied Health Sciences Building replacement of the domestic water system and pumps to supply the building with adequate water pressure. This included a field survey to verify the number and location of fixtures and risers, budget cost analysis, and construction phasing. CCJM's design included a full remove and replace water system - two-tank type domestic hot water generator systems with instantaneous steam to hot water heaters, and the design of steam piping and trim for heaters.

Harper College, Building D, G and H Renovations Palatine, IL

Plumbing and Fire Protection Engineer for major renovation of three campus buildings. The renovated design converts the original conventional air distribution system (fans, fan coil units, ductwork and diffusers) to a highly efficient water distribution system (pumps, piping chilled beams and selected terminal air distribution systems). The plumbing systems employ water efficient fixtures throughout and the project includes a regional chiller plant providing chilled water to the entire campus quadrant.



Tyler Walter

AIA, LEED AP BD+C

Project Designer

Education

- Master of Architecture, University of Cincinnati, Cincinnati, Ohio, 2015
- Bachelor of Science, Building Science and Sustainable Design, Pennsylvania College of Technology, Williamsport, Pennsylvania, 2011

Registrations

- LEED AP Building Design + Construction, U.S. Green Building Council
- Registered Architect #0401017934, Commonwealth of Virginia, 02/21/2019

Tyler Walter is an Architect at Stantec in Washington, D.C. He received his Master of Architecture degree from the University of Cincinnati and a Bachelor of Science degree from Pennsylvania College of Technology. Tyler is a LEED Accredited Professional (AP) in Building Design + Construction and an active member of the AIA Northern Virginia Young Architects Forum. Prior to focusing his efforts on the Architect Registration Examinations, Tyler served as an active member of the USGBC National Capitol Region Emerging Professional Committee where he served as Project Manager for the Calvary Women Services Project. <http://www.adv.community/calvary>

With complementary skills in urban design, biophilic design, building science, and sustainable technologies, Tyler confidently applies these eclectic studies to a range of innovative solutions which take into account environmental stewardship, social need, and economic viability. With emphasis on the human-nature connection, biophilia, and the integration of both contextual based relationships and sustainable systems, his work yields a comprehensive design that meets client needs, community aspirations and environmental agendas.

Relevant Experience

- Blacksburg Transit Facility Assessment, Blacksburg, Virginia (Design Team Member)
- Denver Water Administration Building, Denver, Colorado (Design Team Member)
- Fleet Facility, Rockville, Maryland (Design Team Member)
- 3 Facilities, Fairfax County Department of Vehicle Services, Fairfax, Virginia (Design Team Member)
- Metro Transit Heywood Bus Maintenance and Operations Facility, Minneapolis, Minnesota (Design Team Member)

*denotes projects completed with other firms



Jared Weismantel

RA, CDT

Senior Industrial Architect

Education

- Master of Architecture, North Dakota State University, Fargo, North Dakota, 2011
- Bachelor of Science Environmental Design, North Dakota State University, Fargo, North Dakota, 2010

Registration

- Registered Architect #C35340, California Architects Board, 2015-Present

Memberships

- American Institute of Architects
- American Public Transportation Association

Jared is a Senior Industrial Architect with more than 8 years of experience. He has worked on over 100 operations and maintenance facility projects including municipal, bus, and rail transit. His responsibilities include programming, master planning, equipment selection, specification, and layout. Jared has a logical and concise approach to the problem-solving process that results in functional and efficient design. With an analytical approach to design and excellent interpersonal skills, Jared thrives in an environment focused on exploration and collaboration. His commitment to efficient and holistic design solutions is achieved through steadfast devotion to hard work and design excellence.

Relevant Experience

- Metro Transit Heywood II Bus Operations and Maintenance Facility, Minneapolis, Minnesota (Senior Facility Designer / Industrial Equipment Lead)
- Metro Transit Heywood 1 Garage Modernization, Minneapolis, Minnesota (Senior Industrial Architect)
- TriMet Powell Bus Operations & Maintenance Facility, Portland, Oregon (Senior Facility Designer / Industrial Equipment Lead)
- Madison Metro Nakoosa Trail Satellite Bus Operations & Maintenance Facility, Madison, WI (Senior Facility Designer / Industrial Equipment Lead)
- University of Michigan Transportation Facility*, Ann Arbor, Michigan (Facility Designer)
- Victor Valley Transit Authority Bus Operations & Maintenance Facility, Hesperia, California (Facility Designer)
- Utah Transit Authority (UTA) Depot District Clean Fuels Technology Center, Salt Lake City, Utah (Facility Designer)
- Butte Regional Transit Operations & Maintenance Facility*, Chico, California (Facility Designer)
- San Diego MTS South Bay Bus Operations & Maintenance Facility*, Chula Vista, California (Facility Designer)
- Glendale Beeline Transit Operations and Maintenance Facility (2016 project), Glendale, California (Senior Industrial Architect)
- LA Metro Division 2 Reconstruction Master Plan, Los Angeles, California (Senior Industrial Architect)
- LA Metro Division 7 Master Plan Report Review and Update, Los Angeles, California (Senior Industrial Architect)
- Napa Valley Transportation Authority Bus Operations & Maintenance Facility, Napa, CA (Senior Industrial Architect)
- TriMet Columbia Road/Hogan Yard Study, Portland, Oregon (Senior Industrial Architect)

*denotes projects completed with other firms



John T. Whitehouse, P.E., P.L.S.

Senior Project Manager

Experience:

EEI: 21 years

Other: 17 years

Registration:

Professional Engineer - Illinois, 1986
Lic. No. 62-42859

Professional Land Surveyor - Illinois, 1985,
Lic. No. 35-2724

Education:

B.S., 1980, Civil Engineering,
University of Illinois, Champaign, IL

Certifications:

Certified Stormwater Review Specialist,
Kane County

Professional Associations:

Illinois Professional Land Surveyors
Association
American Society of Civil Engineers

Service:

Veteran, U.S. Marine Corps

John Whitehouse has over 38 years of professional engineering and land surveying experience managing the planning, design, review and construction of large subdivisions, individual site developments and municipal infrastructure projects. Specifically, John has significant experience providing engineering and surveying consulting services to municipalities in the areas of land use, annexation agreements, zoning and land development design as well as transportation and infrastructure rehabilitation.



Additionally, John has extensive experience in land surveying and land acquisition activities having managed multiple contracts with IDOT District 1 and the Illinois State Toll Highway Authority.

Representative Projects: Municipal Public Works

Public Works Facility, Carpentersville, Illinois

Provided QC/QA and oversight for land surveying and civil site design services for the 85,000-square foot Carpentersville Public Works Facility constructed in 2011 which included sanitary sewer, storm sewer and water main extension, parking, salt storage and stormwater management facilities. This facility provides indoor storage of all public works vehicles and equipment as well as a full maintenance shop.

Public Works Building, Sugar Grove, Illinois

Provided site design services for the new Village of Sugar Grove Public Works Facility which included a 32,000 square foot office and maintenance building, salt storage building and outdoor parking and storage. In order to maximize use of the available site area while still providing the required drainage and parking facilities, retaining walls and slope stabilization methods of handling grade differentials were utilized to address the existing site conditions.

Representative Projects: Land Surveying

Surveying Services Upon Request – Systemwide, Illinois State Toll Highway Authority

Providing QC/QA and management oversight for a recently completed systemwide land surveying and land acquisition contract with the Illinois State Toll Highway Authority (ISTHA). This work included supervision and oversight of various tasks including preparation of boundary surveys, plats of highway, plats of easement, topographic surveys, review of plats prepared by other ISTHA consultants and working closely with sub-consultants providing appraisals, review appraisals and negotiation work for the acquisition of Tollway right of way.

***Various Land Survey Projects, Various Routes, Various Counties,
Illinois Department of Transportation, Region One/District One***

Providing QC/QA service for a current 24-month Various-Variou Land Surveying contract with Illinois Department of Transportation (IDOT), District One. The QC/QA work includes field visits to verify the project scope, fee estimates, oversight of the field and office land surveying activity, review of field notes, review of preliminary and final Plats of Highways and legal descriptions and final review of all documents prior to delivery to IDOT. Work to date has included Plats of Highway for land acquisition and temporary easements for minor land acquisition projects in the District.

52 Wheeler Road, Sugar Grove, IL 60554 ~ (630) 466-6700 tel ~ (630) 466-6701 fax ~ www.eeiweb.com



Earl Wong

AIA, LEED AP

Mechanical Engineer

Education

- Bachelor of Science, Mechanical Engineering, University of Portland, Portland, Oregon

Registrations

- Professional Engineer #055929E, State of Pennsylvania, 11/8/99 - 9/30/19
- LEED Accredited Professional, Green Building Alliance

Earl's 30+ years of experience brings a strong technical background in mechanical design, analysis, project management, construction review/inspection, commissioning, and quality assurance/quality control skills to every project. For the past two decades, Earl has focused on designing engineering systems and project management on industrial, light industrial, commercial, institutional, educational and healthcare facilities.

Earl easily manages cross-functional teams and multi-disciplinary projects, and to deliver high quality documents and reports. Focusing on quality assurance/quality control reviews, his leadership provides guidance to evaluate and resolve issues in both design and construction. He broad technical background includes experience from conceptual to preliminary to final design documents, including cooling, heating and humidification load calculations, indoor air quality compliance, plumbing systems, fire protection systems, equipment sizing and selection, equipment, piping, and ductwork layouts, pneumatic & direct digital control systems, and life cycle costs analysis & energy modeling. Also, with experience with feasibility evaluations of existing facility infrastructure and energy audits.

An experienced engineer with skills in dealing with on-site construction interfacing, system start-up & balancing, commissioning services, including being the Commissioning Authority, Earl ensures all engineering projects, initiatives, and processes are in conformance with organization's established policies and objectives.

Relevant Experience

- AutoNation - Automotive Collision Center, Fremont, California
- Volkswagen Audi - Training Center, Rochester Hills, Michigan
- FedEx Ground- Rialto Hub Expansion, Rialto, California
- AutoNation - Automotive Collision Center Centennial, Centennial, Colorado
- Volkswagen Master Services Agreement, Auburn Hills, Michigan
- FedEx Ground - CY16 Atlanta Parking, Atlanta, Georgia
- Motorola - Advance Technology Center - Bipolar 6 (ATC/BP6)*, Chandler, Arizona
- Hewitt Packard - ORCA Printed Circuit Board Facility*, Aquadilla, Puerto Rico
- McDonnell Douglas Space Systems Co. - Multi-Vehicle Launch Complex*, Vandenberg AFB, California
- Nevada Power Company - Harry Allen Station, Unit 3 and Common Facilities Renovations*, Las Vegas, Nevada
- US Airways - Flight Operations Control Center*, Moon Township, Pennsylvania

*denotes projects completed with other firms



Paul Zook

RA, NCARB

Project Architect

Education

- Bachelor of Science in Architecture, University of Maryland, College Park, Maryland, 1998

Registration

- Registered Architect #19634, State of Maryland

Paul brings over 20 years of architectural experience to the Stantec team. He has experience in corporate, multi-family, higher education, mixed use, affordable housing, urban planning and community buildings. Paul has proven success in developing projects from the initial survey through construction. He has an in-depth knowledge of building systems, construction documents, building details, federal and local building codes, specification writing and construction administration.

Paul believes that continuity is very important, and he approaches all his projects with the mindset of guiding each one thru the entire process - from the beginning design phases to final construction.

Relevant Experience

- Madison Nakoosa Trail Fleet, Fire, & Radio Shop Facilities, Madison, Wisconsin (Project Architect)
- Utah Transit Authority Depot District Tech Center, Salt Lake City, Utah (Project Architect)
- Durham Water Mist Lake Facility, Durham, NC (Project Architect)
- Long Island Railroad - 3rd Track, New York, New York (Project Architect)
- One Loudoun - Building A*, Ashburn, Virginia (Project Architect)
- Fairfax Corner*, Fairfax, Virginia (Project Architect)
- One Loudoun - Parking Garage 2*, Ashburn, Virginia (Project Architect)
- William O. Lockridge / Bellevue Library*, Washington DC, District of Columbia (Project Architect)
- Ontario 17*, Washington DC, District of Columbia (Project Architect)
- Camden Noma-60 L Street*, Washington DC, District of Columbia (Project Architect)
- Georgetown Park*, Washington DC, District of Columbia (Project Architect)

*denotes projects completed with other firms



Design with Community in Mind

Exhibit B:

Price Summary



City of DeKalb
New Maintenance & Operations Facility
SUMMARY

August 6, 2021

Task	Stantec Total							Totals
		Reimbursable Expenses (Travel, Lodging, Meals, Reproduction Prints, etc)	Civil Engineering (Engineering Enterprises, Inc.)	Landscape Architecture (Daniel Weinbach & Partners)	MEP Engineering, Fire Protection (CCJM)	Funding Strategy & Grant Writing (MCA)	Cost Estimating (Middleton Construction Consulting)	
Billing Level								
PART ONE (1)								
Task 1.0: Project Kick-off, Project Management and Team Coordination	\$ 21,988.00	\$ 4,308.00	\$ 3,542.00	\$ -	\$ 6,336.00	\$ 3,112.00		\$ 39,286.00
Task 2.0: Preliminary Programming	\$ 69,174.00	\$ 9,184.00	\$ 3,128.00	\$ -	\$ -	\$ -		\$ 81,486.00
Task 3.0: Site Selection	\$ 77,332.00	\$ 7,962.00	\$ 52,327.00	\$ -	\$ 4,380.00	\$ 1,380.00		\$ 143,381.00
TOTAL	\$ 168,494.00	\$ 21,454.00	\$ 58,997.00	\$ -	\$ 10,716.00	\$ 4,492.00	\$ -	\$ 264,153.00

City of DeKalb
New Maintenance & Operations Facility
ARCHITECTURE

Task	Project Personnel (Hrs)						Stantec Labor Total	Reimbursable Expenses (Travel, Lodging, Meals, Reproduction Prints, etc)	Totals
	Principal in Charge	Senior PM	Project Architect	QA/QC	Project Designer	QA/QC			
Employee Name	Ken Anderson	Greg Shipley	Paul Zook	Barb Berastegui	Toshea Shouse	Mark Bowles			
Employee Labor Rate	\$ 238.00	\$ 180.00	\$ 174.00	\$ 180.00	\$ 160.00	\$ 174.00			
PART ONE (1)									
Task 1.0: Project Kick-off, Project Management and Team Coordination	13	29	3		3		\$ 9,316.00	\$ 2,660.00	\$ 11,976.00
Task 2.0: Preliminary Programming	38	102	49		9		\$ 37,370.00	\$ 2,962.00	\$ 40,332.00
Task 3.0: Site Selection	31	62	18	9	62	22	\$ 37,038.00	\$ 2,962.00	\$ 40,000.00
TOTAL HOURS	82	193	70	9	74	22	450		
DIRECT LABOR COST	\$19,516.00	\$34,740.00	\$12,180.00	\$1,620.00	\$11,840.00	\$3,828.00			
							\$ 83,724.00	\$ 8,584.00	\$ 92,308.00

City of DeKalb
New Maintenance & Operations Facility
INDUSTRIAL DESIGN

Task	Project Personnel (Hrs)				Stantec Labor Total	Reimbursable Expenses (Travel, Lodging, Meals, Reproduction Prints, etc)	Totals
	Senior Industrial Architect	Industrial Designer	Industrial Designer	QA/QC - Industrial			
Employee Name	Jared Weismantel	Yongsam Kim	Sam Klun	Sy Selick			
Employee Labor Rate	\$ 180.00	\$ 141.00	\$ 107.00	\$ 199.00			
PART ONE (1)							
Task 1.0: Project Kick-off, Project Management and Team Coordination	10	28	4	0	\$ 6,176.00	\$ -	\$ 6,176.00
Task 2.0: Preliminary Programming	32	94	18	0	\$ 20,940.00	\$ 2,500.00	\$ 23,440.00
Task 3.0: Site Selection	48	68	0	0	\$ 18,228.00	\$ 2,500.00	\$ 20,728.00
TOTAL HOURS	90	190	22	0	302		
DIRECT LABOR COST	\$16,200.00	\$26,790.00	\$2,354.00	\$0.00			
					\$ 45,344.00	\$ 5,000.00	\$ 50,344.00

City of DeKalb
New Maintenance & Operations Facility
FUELING

Task	Project Personnel (Hrs)						Stantec Labor Total	Reimbursable Expenses (Travel, Lodging, Meals, Reproduction Prints, etc)	Totals
	Fuel System Principal/EOR	Fuel System Operations Speacialist	Fuel System Design Director	Fuel System Designer	Fuel System Permit Specialist	Title			
Employee Name	RB Laurence	Jim Stewart	Jeff Wilson	Nate Devoe	Chyna Levesque	Neil MacAloney			
Employee Labor Rate	\$ 225.00	\$ 204.00	\$ 192.00	\$ 143.00	\$ 149.00	\$ 174.00			
PART ONE (1)									
Task 1.0: Project Kick-off, Project Management and Team Coordination							\$ -	\$ -	\$ -
Task 2.0: Preliminary Programming		16					\$ 3,264.00	\$ 1,250.00	\$ 4,514.00
Task 3.0: Site Selection	2	40			4	16	\$ 11,990.00	\$ -	\$ 11,990.00
#REF!							\$ -	\$ -	\$ -
#REF!	2	4				8	\$ 2,658.00	\$ -	\$ 2,658.00
#REF!							\$ -	\$ -	\$ -
SUBTOTAL HOURS (Part One (1))	4	60	0	0	4	24	92		
SUBTOTAL LABOR (Part One (1))	\$900.00	\$12,240.00	\$0.00	\$0.00	\$596.00	\$4,176.00			
							\$ 17,912.00	\$ 1,250.00	\$ 19,162.00
PART TWO (2)									
#REF!	8	40	16	48		16	\$ 22,680.00	\$ -	\$ 22,680.00
#REF!	2	8				12	\$ 4,170.00	\$ -	\$ 4,170.00
#REF!							\$ -	\$ -	\$ -
#REF!							\$ -	\$ -	\$ -
SUBTOTAL HOURS (Part Two (2))	10	48	16	48	0	28	150		
SUBTOTAL LABOR (Part Two (2))	\$2,250.00	\$9,792.00	\$3,072.00	\$6,864.00	\$0.00	\$4,872.00			
							\$ 26,850.00	\$ -	\$ 26,850.00
TOTAL HOURS	14	108	16	48	4	52	242		
DIRECT LABOR COST	\$3,150.00	\$22,032.00	\$3,072.00	\$6,864.00	\$596.00	\$9,048.00			
							\$ 44,762.00	\$ 1,250.00	\$ 46,012.00

City of DeKalb
New Maintenance & Operations Facility
LIGHTING & SUSTAINABILITY

Task	Project Personnel (Hrs)				Stantec Labor Total	Reimbursable Expenses (Travel, Lodging, Meals, Reproduction Prints, etc)	Totals
	Snr. Sustainability	Sustainability	Lighting Task Manager	Snr. Lighting Designer			
Employee Name	Rachel Bannon-Godfrey	Parul Jain	Rachel Fitzgerald	Vannessa Pederson			
Employee Labor Rate	\$ 180.00	\$ 147.00	\$ 174.00	\$ 147.00			
PART ONE (1)							
Task 1.0: Project Kick-off, Project Management and Team Coordination	3				\$ 540.00	\$ -	\$ 540.00
Task 2.0: Preliminary Programming					\$ -	\$ -	\$ -
Task 3.0: Site Selection	24	8			\$ 5,496.00	\$ 1,000.00	\$ 6,496.00
TOTAL HOURS	27	8	0	0	35		
DIRECT LABOR COST	\$4,860.00	\$1,176.00	\$0.00	\$0.00			
					\$ 6,036.00	\$ 1,000.00	\$ 7,036.00

City of DeKalb
New Maintenance & Operations Facility
ENVIRONMENTAL

Task	Project Personnel (Hrs)						Stantec Labor Total	Reimbursable Expenses (Travel, Lodging, Meals, Reproduction Prints, etc)	Totals
	Sr. Project Manager	Sr. Engineer II (Sr. Scientist)	Civil Designer (Scientist III)	CADD Technician 1	Administrative II	Civil Designer (Cultural Resources Specialist)			
Employee Name	Krebs/Estes	Schrader/Davis	Sybert	Sobchak	Anadale/Eshenbaugh	LiPira/Swain			
Employee Labor Rate	\$ 184.00	\$ 160.00	\$ 131.00	\$ 131.00	\$ 121.00	\$ 131.00			
PART ONE (1)									
Task 1.0: Project Kick-off, Project Management and Team Coordination	16		16				\$ 5,040.00	\$ 1,648.00	\$ 6,688.00
Task 2.0: Preliminary Programming	16	16	16				\$ 7,600.00	\$ 2,472.00	\$ 10,072.00
Task 3.0: Site Selection							\$ -	\$ -	\$ -
TOTAL HOURS	32	16	32	0	0	0	80		
DIRECT LABOR COST	\$5,888.00	\$2,560.00	\$4,192.00	\$0.00	\$0.00	\$0.00			
							\$ 12,640.00	\$ 4,120.00	\$ 16,760.00

City of DeKalb
New Maintenance & Operations Facility
Urban Places Mobility

Task	Project Personnel (Hrs)					Stantec Labor Total	Reimbursable Expenses (Travel, Lodging, Meals, Reproduction Prints, etc)	Totals
	Sr. Principal	Title	Title	Title	Title			
Employee Name	Ralph DeNisco	Name	Name	Name	Name			
Employee Labor Rate	\$ 229.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00			
PART ONE (1)								
Task 1.0: Project Kick-off, Project Management and Team Coordination	4					\$ 916.00	\$ -	\$ 916.00
Task 2.0: Preliminary Programming						\$ -	\$ -	\$ -
Task 3.0: Site Selection	20					\$ 4,580.00	\$ 1,500.00	\$ 6,080.00
TOTAL HOURS	24	0	0	0	0	24		
DIRECT LABOR COST	\$5,496.00	\$0.00	\$0.00	\$0.00	\$0.00			
						\$ 5,496.00	\$ 1,500.00	\$ 6,996.00

City of DeKalb
New Maintenance & Operations Facility
CIVIL - EEI

Task	Project Personnel (Hrs)											EEI Labor Total	Reimbursable Expenses (Travel, Lodging, Meals, Reproduction Prints, etc)	Totals
	Senior Project Manager	Senior Project Manager (Civil)	Project Manager (Civil)	Senior Project Engineer II (Civil)	Senior Project Engineer I (Civil)	Senior Project Manager (Survey)	Project Manager (Survey)	Senior Project Technician II (Field)	CAD Manager	Senior Project Technician I (CAD)	Admin. Assistant			
Employee Name	Tim Holdeman	John Whitehouse	Curt Dettmann	TBD	TBD	Mark Scheller	Chris Peterson	Joshua Boatman	Kris Pung	Jim Schmidt	Name			
Employee Labor Rate	\$ 206.00	\$ 206.00	\$ 185.00	\$ 174.00	\$ 162.00	\$ 206.00	\$ 185.00	\$ 158.00	\$ 158.00	\$ 147.00	\$ 70.00			
PART ONE (1)														
Task 1.0: Project Kick-off, Project Management and Team Coordination	4	1	8	1	1	1	1		1	1		\$ 3,542.00	\$ -	\$ 3,542.00
Task 2.0: Preliminary Programming	4	4	8									\$ 3,128.00	\$ -	\$ 3,128.00
Task 3.0: Site Selection	4	20	80	40	20	30	12	46	5	25		\$ 50,077.00	\$ 2,250.00	\$ 52,327.00
TOTAL HOURS	12	25	96	41	21	31	13	46	6	26	0	317		
DIRECT LABOR COST	\$2,472.00	\$5,150.00	\$17,760.00	\$7,134.00	\$3,402.00	\$6,386.00	\$2,405.00	\$7,268.00	\$948.00	\$3,822.00	\$0.00			
												\$ 56,747.00	\$ 2,250.00	\$ 58,997.00

City of DeKalb
New Maintenance & Operations Facility
MEP & FP - CCJM

Task	Project Personnel (Hrs)				CCJM Labor Total	Reimbursable Expenses (Travel, Lodging, Meals, Reproduction Prints, etc)	Totals
	Principal	Mechanical Engineer	Mechanical Engineer	Plumbing Engineer			
Employee Name	Sunondo Roy	Jin Lee	Wei Qian	Mark Spigarelli			
Employee Labor Rate	\$ 219.00	\$ 171.00	\$ 171.00	\$ 147.00			
PART ONE (1)							
Task 1.0: Project Kick-off, Project Management and Team Coordination	20	4	4	4	\$ 6,336.00	\$ -	\$ 6,336.00
Task 2.0: Preliminary Programming					\$ -	\$ -	\$ -
Task 3.0: Site Selection	20				\$ 4,380.00	\$ -	\$ 4,380.00
TOTAL HOURS	40	4	4	4	52		
DIRECT LABOR COST	\$8,760.00	\$684.00	\$684.00	\$588.00			
					\$ 10,716.00	\$ -	\$ 10,716.00

City of DeKalb
New Maintenance & Operations Facility
Funding Strategy & Grant Writing - MCA

Task	Project Personnel (Hrs)			Stantec Labor Total	Reimbursable Expenses (Travel, Lodging, Meals, Reproduction Prints, etc)	Totals
	Principal	Associate	Title			
Employee Name	Marlene Connor	Jim McLaughlin	Name			
Employee Labor Rate	\$ 164.00	\$ 111.00	\$ 1.00			
PART ONE (1)						
Task 1.0: Project Kick-off, Project Management and Team Coordination	8			\$ 1,312.00	\$ 1,800.00	\$ 3,112.00
Task 2.0: Preliminary Programming				\$ -	\$ -	\$ -
Task 3.0: Site Selection	8			\$ 1,312.00	\$ 68.00	\$ 1,380.00
TOTAL HOURS	16	0	0	16		
DIRECT LABOR COST	\$2,624.00	\$0.00	\$0.00			
				\$ 2,624.00	\$ 1,868.00	\$ 4,492.00

Exhibit C:

Insurance Requirements



1. Insurance.

1.1 General.

A. *Insurer Qualifications.* Without limiting any obligations or liabilities of Stantec Architecture Inc., Stantec Architecture Inc. shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Illinois, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. *No Representation of Coverage Adequacy.* By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Stantec Architecture Inc. Failure to identify any insurance deficiency shall not relieve Stantec Architecture Inc. from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. *Additional Insured.* All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. *Coverage Term.* All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. *Primary Insurance.* Stantec Architecture Inc.'s insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. *Claims Made.* In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. *Waiver.* All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Stantec Architecture Inc.. Stantec Architecture Inc. shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. *Policy Deductibles and/or Self-Insured Retentions.* The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Stantec Architecture Inc. shall be solely responsible for any such deductible or self-insured retention amount.

I. *Use of Subcontractors.* If any work under this Agreement is subcontracted in any way, Stantec

Architecture Inc. shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Stantec Architecture Inc.; Stantec Architecture Inc. shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage, but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Stantec Architecture Inc.'s responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFQ number and title or this Agreement.

Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 04/13 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Stantec Architecture Inc.'s insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Stantec Architecture Inc. under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

1.2 Required Insurance Coverage.

A. Commercial General Liability. Stantec Architecture Inc. shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the

City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. *Vehicle Liability.* Stantec Architecture Inc. shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Stantec Architecture Inc.’s owned, hired, and non-owned vehicles assigned to or used in the performance of Stantec Architecture Inc.’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. *Professional Liability.* If this Agreement is the subject of any professional services or work, or if Stantec Architecture Inc. engages in any professional services or work in any way related to performing the work under this Agreement, Stantec Architecture Inc. shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by Stantec Architecture Inc., or anyone employed by Stantec Architecture Inc., or anyone for whose negligent acts, mistakes, errors and omissions Stantec Architecture, Inc. is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. *Workers’ Compensation Insurance.* Stantec Architecture Inc. shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Stantec Architecture Inc.’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

1.3 Cancellation and Expiration Notice.

Insurance required herein shall not expire or be canceled without 30 days’ prior written notice to the City.