

RESOLUTION 2014-040 Passed: June 9, 2014

AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO SIGN AN AGREEMENT WITH PARSONS BRINKERHOFF TO UPDATE DSATS LONG RANGE TRANSPORTATION PLAN FOR 2040 IN THE AMOUNT NOT TO EXCEED \$70,000.

BE IT RESOLVED BY THE CITY COUNCIL of the City of DeKalb, Illinois, as follows:

Section 1. That the Mayor of the City of DeKalb be authorized and directed to execute an agreement with Parsons Brinkerhoff to perform an update of the DSATS Long Range Transportation Plan, extending it to the year 2040, in an amount not to exceed \$70,000, a copy of which is attached hereto and made a part thereof as Exhibit "A," subject to such changes as shall be acceptable to the Mayor on the advice of the City Manager.

Section 2. That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor's signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a regular meeting held on the 9th day of June, 2014, and approved by me as Mayor on the same day. Passed by Omnibus roll call vote of 5-0-3 on Consent Agenda. Aye: Finucane, Snow, Naylor, O'Leary, Rey. Absent: Jacobson, Lash, Baker.

ATTEST:


ELIZABETH E. PEERBOOM, City Clerk



JOHN A. REY, Mayor

AGREEMENT NO. _____
BETWEEN
PARSONS BRINCKERHOFF, INC.
AND
CITY OF DEKALB, ILLINOIS

THIS AGREEMENT is made and entered into as of June 9, 2014, by and between PARSONS BRINCKERHOFF, INC., a New York corporation, with offices at 30 N. LaSalle, Suite 4200, Chicago, IL 60602 (hereinafter called "PB" or "CONSULTANT"), and the City of DeKalb, Illinois, a municipal corporation whose city hall is located at 200 South Fourth Street, DeKalb, IL 60115 (hereinafter called "CLIENT"). (Individually "Party" and collectively "Parties").

NOW, THEREFORE, in consideration of the promises made herein, and other good and valuable consideration exchanged between the Parties, it is agreed:

FIRST: EMPLOYMENT OF PB

CLIENT retains PB to perform certain advisory services as an independent contractor subject to the terms, conditions, and stipulations as hereinafter stated.

SECOND: PROJECT DESCRIPTION

CLIENT has retained PB to provide services in support of DSATS 2040 Long Range Transportation Plan Update (hereinafter called the "PROJECT").

THIRD: SCOPE OF SERVICES

The scope of services to be provided by PB under this Agreement are those more fully described in the Exhibit A ("DSATS Request for Qualifications for the PROJECT Descriptions of Services Required") attached hereto and made a part hereof for all purposes.

FOURTH: COMPENSATION

Compensation under this Agreement shall be paid by the CLIENT to PB, as full payment for all Services to be performed by PB, pursuant to this Agreement, with a base compensation of \$70,000. The CLIENT may add additional work scope tasks and compensation at a later date pending review and advanced, written approval by the CLIENT after approval by the governing bodies thereof. The review and approval of these additional work scope tasks will be based on the optional task scope of services and cost estimate contained in Exhibit C (Optional Tasks: Scope of Services and Cost Estimate).

FIFTH: EFFECTIVE DATE AND DURATION

1. This Agreement shall become effective from the day and year first written above. Unless terminated or extended, this Agreement shall have a term of thirteen (13) months and shall expire at the end of that period. CLIENT reserves the right, upon the mutual agreement of the Parties, to extend the term of this Agreement, and to increase the original compensation amount by giving written notice to PB prior to the expiration of the original term of the Agreement. PB shall not perform any of the SERVICES and CLIENT shall not pay for any Services performed or expenses incurred by PB after this Agreement has expired.
2. PB shall not begin any work under the terms of this Agreement until authorized in writing by CLIENT. The established expiration date of this Agreement shall be extended as necessary by CLIENT in the event of a delay attributable to CLIENT, or because of delay or default caused by fire, riot, acts of God, or war where such cause was beyond the reasonable control of CLIENT or PB, respectively. PB shall, however, make reasonable efforts to remove or eliminate such a cause of

delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

SIXTH: PAYMENT

1. PB will submit an invoice every four (4) weeks for work performed. Payments will be made within sixty (60) days after receipt of a proper invoice under the Local Government Prompt Payment Act. Invoices will be submitted monthly and must reference the Agreement Number, a list of products delivered, all applicable tasks for which payment is being requested, rates charges and amounts due. Invoices shall be addressed to:

City of DeKalb
200 South Fourth Street
DeKalb, IL 60115

2. If CLIENT fails to make any payment due PB for services and expenses within sixty (60) days after receipt of PB's invoice, then:
 - a) amounts due PB will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from and after the 30th day following CLIENT's receipt of an undisputed invoice; and
 - b) PB may, after giving seven (7) days written notice to CLIENT, suspend services under this Agreement until CLIENT has paid in full all amounts due for services, expenses, and other related charges. CLIENT waives any and all claims against PB for any such suspension.
3. If CLIENT contests an invoice, CLIENT may withhold only that portion so contested, and must pay the undisputed portion.
4. If an invoice does not comply with the Agreement's requirements, the CLIENT shall return it with the reasons why it is not a proper invoice. CLIENT will take into account untimely notification when computing any interest penalty owed PB.

SEVENTH: PROGRESS REPORTING

PB shall prepare a monthly progress report, in a form approved by CLIENT, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

EIGHTH: MODIFICATION OF AGREEMENT

1. The SERVICES set forth in said **Exhibit A** of this Agreement may be reduced, modified, expanded within or beyond the scope of this Agreement by written agreement modifications executed by CLIENT and PB.
 - a. Except as provided in Paragraph b, below, in the event CLIENT requires a reduction, expansion, or modification of the SERVICES, CLIENT shall issue to PB a written notification which specifies such reduction, expansion, or modification. Within thirty (30) days after receipt of the written notification, PB shall provide CLIENT with a detailed cost and schedule proposal for the work to be performed or to be reduced. This proposal shall be accepted by CLIENT or modified by negotiations between CLIENT AND PB and, thereafter, an agreement modification shall be executed in writing by both parties.
 - b. Notwithstanding Paragraph a, above, CLIENT may at any time, by written order, make changes within the general scope of this Agreement to the SERVICES to be performed by PB. If any such change causes an increase or decrease in the estimated cost of, or the time required for, the performance of any part of the work under this Agreement, whether or not changed by the order, CLIENT shall make such adjustments as are appropriate and equitable and shall modify the Agreement in writing accordingly. Any claim by PB for adjustment under this clause must be asserted within thirty (30) days

from the date of receipt by PB of the notification of change, provided however, that CLIENT, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment under this Agreement. Failure to agree to any adjustment shall be a dispute subject to the provisions of Article Nineteenth.

2. No services for which additional cost or fee will be charged by PB shall be furnished without the prior express written authorization of CLIENT.
3. Unless specified in a written agreement modification, no change, reduction, modification or expansion of the SERVICES within or beyond the scope of this Agreement shall serve to modify the terms and conditions of this Agreement.

NINTH: DATA TO BE FURNISHED BY CLIENT

CLIENT agrees to furnish to PB any plans and any other data available to CLIENT which is necessary or appropriate for the rendition of the SERVICES described herein.

TENTH: INDEPENDENT CONTRACTOR

1. PB shall perform the SERVICES as an independent contractor. Although CLIENT reserves the right to (i) to determine the delivery schedule for the SERVICES to be performed and (ii) to evaluate the quality of the completed performance, CLIENT cannot and will not control the mean or manner of PB's performance. PB is responsible to determining the appropriate means and manner of performing the SERVICES.
2. PB shall be responsible for all federal or state taxes applicable to compensation or payments paid to PB under this Agreement. CLIENT will not withhold from such compensation or payments any amount(s) to cover PB's federal or state tax obligations. PB is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to PB under this Agreement, except as a self-employed individual.

ELEVENTH: INSURANCE

PB shall provide insurance as indicated on Exhibit B, attached hereto and by this reference made a part hereof for all purposes. At least ten (10) calendar days prior to the expiration of each policy, PB shall furnish to CLIENT a renewal endorsement showing that the policy has been renewed or extended or, if new insurance has been obtained, evidence of insurance as specified above.

TWELFTH: INDEMNITY

1. PB shall indemnify, protect, defend and hold harmless CLIENT and any and all of its officers, agents, and employees from and against any claims, charges, damages, costs, expenses, judgments, civil fines and penalties, liabilities or losses of any kind or nature whatsoever which may be sustained or suffered by or secured against CLIENT and/or its officers, agents, and employees by reason of any damage to property, injury to persons or any action that may arise out of the performance of such services rendered pursuant to this Agreement to the extent caused by any negligent act, omission or error of PB, its officers, agents, employees or subconsultants.
2. CLIENT shall indemnify, protect, defend and hold harmless PB and any and all of its officers, agents, employees or subconsultants from and against any claims, charges, damages, costs, expenses, judgments, civil fines and penalties, liabilities or losses of any kind or nature whatsoever which may be sustained or suffered by or secured against PB, officers, agents, employees or subconsultants by reason of any damage to property, injury to persons or any action that may arise out of the performance of such services rendered pursuant to this Agreement to the extent caused by any negligent act, omission or error of CLIENT, its officers, agents, or employees to the extent allowable by law.

3. Client waives any right, on behalf of itself, its parent, affiliates and the directors, officers and employees of such parties to make any claim against Parsons Brinckerhoff, Inc., its parent, affiliates and the directors, officers and employees of such parties [collectively PB] for any indirect, incidental, special, exemplary, or consequential damages whatsoever however caused and on any theory of liability, whether in contract, strict liability, tort [including negligence or otherwise], or any other theory arising in any way out of the Agreement, including but not limited to releases of PB's reports on this Project, even if advised of the possibility of such damage.
4. Notwithstanding any other provisions of this Agreement, PB's total aggregate liability for injury or damage to CLIENT, however caused and on any theory of liability, whether in contract, strict liability, tort, negligence, or otherwise (including, but not limited to loss of use, opportunity, profits, or business) arising in any way out of this Agreement shall in no event exceed the aggregate limit of insurance for the Project.

THIRTEENTH: PERSONAL LIABILITY

No liability arising out of this Agreement shall accrue against any individual, director, shareholder, representative, or fiduciary of PB.

FOURTEENTH: TERMINATION

1. **Parties' Right to Terminate For Convenience.** This Agreement may be terminated at any time by mutual written consent of the Parties.
2. **CLIENT's Right To Terminate For Convenience.** CLIENT may, at its sole discretion, terminate this Agreement, in whole or in part, upon 30 days notice to PB.

In such an event, PB shall be paid for the services rendered, an amount bearing the same ratio to the total Agreement price as the amount of services completed or partially completed and delivered to CLIENT bears to the total amount of services provided for herein, in addition to all reasonable termination expenses as determined by the mutual agreement between CLIENT and PB as an amendment to the Agreement.

3. **CLIENT's Right to Terminate For Cause.** CLIENT may terminate this Agreement, in whole or in part, immediately upon notice to PB, or at such later date as CLIENT may establish in such notice, upon the occurrence of any of the following events:
 - a. PB no longer holds any license or certificate that is required to perform the SERVICES; or
 - b. PB commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform the SERVICES under this Agreement within the time specified herein or any extension thereof, or so fails to perform the SERVICES as to endanger PB's performance under this Agreement in accordance with its terms, and such breach, default and failure is not cured within 10 business days after delivery of CLIENT's notice, or such longer period as CLIENT may specify in such notice.

In such an event, PB shall be paid for the value of services rendered and delivered to CLIENT up to the time of termination. If it is determined for any reason that PB was not in default or that PB's failure to perform is without PB's or its employee's default or negligence, the termination shall be deemed to be a termination for the convenience of CLIENT. In such an event, PB shall be reimbursed in accordance with the Termination for Convenience clauses listed previously.

4. **PB's Right to Terminate for Cause.**
 - a. PB may terminate this Agreement by giving written notice to CLIENT if CLIENT fails to pay PB pursuant to the terms of this Agreement and if CLIENT fails to cure within 7 business

days after receipt of PB's written notice, or such longer period of cure as PB may specify in such notice.

- b. PB may terminate this Agreement, for reasons other than nonpayment, if CLIENT commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform under the Agreement within the times specified, or so fails to perform as to endanger PB's performance under this Agreement, and such breach, default or failure is not cured within 10 business days after delivery of PB's notice, or such longer period as PB may specify in such notice.

FIFTEENTH: OWNERSHIP OF DOCUMENTS

Except for PB's pre-existing intellectual property, all documents and other media, data studies, designs, and reports developed in the performance of this Contract, unless otherwise described in the Scope of Services are agreed to be the sole property of the CLIENT. Any subsequent use of such documents and other media, data studies, designs, and reports by the Client for purposes other than originally intended shall be at the sole risk of the Client and the Client shall indemnify and hold PB harmless for any and all liability resulting from such subsequent use.

SIXTEENTH: SUCCESSORS AND ASSIGNS

The Parties shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without the prior written approval of the other party. Any unauthorized attempt thereat shall be void and unenforceable.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

SEVENTEENTH: NONWAIVER

No failure or waiver or successive failures or waivers by the Parties, their successors or permitted assigns, in the enforcement of any condition, covenant, or article of this Agreement shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of the Parties, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other Party, their successors or permitted assigns.

EIGHTEENTH: NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO PB: Parsons Brinckerhoff, Inc.
30 N. LaSalle, Suite 4200
Chicago, IL 60602
Attention: Diane O'Keefe

TO CLIENT: City of DeKalb
200 South Fourth Street
DeKalb, IL 60115
Attention: Brian Dickson

NINETEENTH: DISPUTES

1. Any and all claims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof shall first be referred to each Party's senior management for good faith negotiations. If such negotiations fail to resolve a dispute within forty-five (45) days from delivery of a written notice requesting referral, either party may pursue its rights before courts of competent jurisdiction in Illinois, unless a different jurisdiction is required by law. The Parties hereby consent to the jurisdiction of said courts and waive any right to a jury trial. In no

event shall the requirement for negotiation of disputes be deemed to prevent the institution of an action at law or in equity as required to prevent the expiration of any applicable statute of limitations.

TWENTIETH: KEY PERSONNEL

PB has designated Mr. Ronald Shimizu as the Project Manager (PM) and Ms. Diane O'Keefe as Principal in Charge (PIC). In the event that the PM or PIC is unable to continue performance under this Agreement, the appointment of a replacement of similar qualifications shall be subject to the prior written approval of CLIENT. PB agrees to assign specific individuals to key positions. PB agrees that, upon commencement of the SERVICES to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to CLIENT.

TWENTY-FIRST: CONFIDENTIAL INFORMATION

1. During the term of this Agreement, each Party may provide the other access to proprietary technical and commercial information ("Confidential Information") that is to be protected from disclosure to the same degree as the receiving Party protects its own proprietary information. For purposes of this Agreement, Confidential Information means commercially sensitive information including but not limited to technical data, trade secrets or know-how, research, data, market and financial analysis, technology, designs, drawings, engineering work product, software, inventions, processes, formulas, and other business information that is i) marked as proprietary or confidential, and ii) disclosed by one Party to the other, whether directly, indirectly, in writing, orally, by drawing, or by inspection. If disclosure is not presented in writing, the Party making the disclosure will provide a written version, marked as Confidential Information, within ten (10) business days from the date of disclosure. Confidential Information does not include information that i) is known to the receiving Party at the time of disclosure, ii) has been independently developed by the receiving Party without reference to the disclosing Party's Confidential Information, iii) has become publicly known and generally available through no wrongful act of the receiving Party, or iv) is required to be disclosed pursuant to the lawful order of a court or governmental body, in which case the Party subject to such order will give prompt notice to the other and cooperate in that Party's effort to seek appropriate protective orders.
2. Unless authorized in writing by the disclosing Party, the receiving Party will not use Confidential Information for any purposes other than those anticipated by this Agreement.
3. Each Party agrees to take reasonable precautions to prevent unauthorized use or disclosure of the other's Confidential Information, and will notify the other as soon as possible after it becomes aware of or has reason to suspect unauthorized use or disclosure.
4. Upon request from the disclosing Party, the receiving Party will return all copies of Confidential Information provided under this Agreement (including summaries), or certify that such information has been destroyed. The receiving Party may retain copies of Confidential Information to the limited extent required for it to comply with audit or other legal or regulatory obligations.
5. The Client will comply with any applicable Freedom of Information Act (FOIA) requests, and the Contractor as a party performing services on behalf of the City, shall take all such actions as shall be required to provide documents to the Client to allow the Client to comply with the FOIA request.
6. This section will survive termination of this Agreement.

TWENTY-SECOND: PUBLICATION AND PUBLICITY

The Parties, their assignees, employees or agents shall not release or publish any information or material generated from the PROJECT to others without the express written permission of the other Party. This

requirement shall survive the expiration of this Agreement. PB acknowledges that it may be requested to release specific findings, forward-looking statements and analyses in the form of documented reports for the explicit benefit of interested third parties, and that such a release of material will be subject to and conditioned upon a separate indemnification arrangement between PB and those third parties.

TWENTY-THIRD: NO THIRD PARTY BENEFICIARIES

CLIENT and PB are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

TWENTY-FOURTH: PROPRIETARY RIGHTS

CLIENT agrees that if copyrights, patentable discoveries or inventions or rights in data should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of PB.

TWENTY-FIFTH: STANDARD OF PERFORMANCE

Client agrees that PB warrants only and exclusively to Client that the standard of performance for all professional services performed or furnished by PB under this Agreement will be the care and skill ordinarily used by members of the applicable profession practicing under similar circumstances at the same time and in the same locality. The foregoing warranties are exclusive and are in lieu of any and all other warranties, expressed or implied, arising by law or custom, including, but not limited to, the implied warranty of merchantability and the implied warranty of fitness for a particular purpose.

TWENTY-SIXTH: OBSERVANCE OF LAWS

Throughout the term of this Agreement, PB shall keep fully informed of all federal, state, County and local laws, ordinances, codes, rules, and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, affect work authorized under the terms of this Agreement. PB shall at all times observe and comply with all such laws, ordinances, codes, rules, regulations, orders, and decrees in performing its duties, responsibilities, and obligations related to this Agreement.

TWENTY-SEVENTH: ARTICLE AND SECTION HEADINGS

The article and section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Agreement.

TWENTY-EIGHTH: NON-SOLICITATION OF EMPLOYEES

Neither party shall, during the term of this Agreement and for one year after its termination, solicit for hire as an employee, consultant or otherwise any of the other party's personnel who have had direct involvement with the SERVICES, without such other party's express written consent. If any employee terminates employment with either party for any reason during the course of this Agreement, the other party has the right to hire such employee as an employee or an independent contractor of other party with no compensation being owed.

TWENTY-NINTH: SIGNATORY WARRANTY

The undersigned signatory for CLIENT hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the organization. These representations and warranties are made for the purpose of inducing PB to enter into this Agreement.

THIRTIETH: INTERPRETATION

This Agreement is the result of negotiations between the parties, and accordingly the terms and provisions hereof shall be interpreted and construed in accordance with their usual and customary meanings. The parties hereby waive the application of any rule of law which otherwise would be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions should be interpreted and construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of same.

THIRTY-FIRST: SEVERABILITY

Each part of this Agreement is intended to be separate. If any term, covenant, condition, or provision hereof is illegal or invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remaining parts of this Agreement and all such remaining parts hereto shall not be impaired or invalidated in any way, but shall be legal, valid and enforceable and have full force and effect as if the illegal, invalid, unenforceable part has not been included.

THIRTY-SECOND: INCORPORATION OF MANDATORY APPLICABLE CLAUSES

Parts B and C of this Contract includes mandatory federal clauses and certifications applicable to this Contract and all such clauses as shown on Parts B and Chereof are incorporated by reference for all purposes as if fully set out herein.

THIRTY-THIRD: EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between PB and CLIENT and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.

IN WITNESS WHEREOF, this Agreement for the DSATS 2040 Long Range Transportation Plan Update project has been executed by PB and the CLIENT, effective from the day and year first written above.

PARSONS BRINCKERHOFF, INC.

Signed: John Trotta
(Name, Title) John TROTTA SR. VICE PRESIDENT
Dated: 7-17-14

CLIENT:

Signed: John A. Rey
(Name, Title) John A. Rey, Mayor
Dated: 7/23/2014



- Attachments:**
- Part B – Mandatory Federal Clauses
 - Part C – Certifications
 - Exhibit A – Description of Services
 - Exhibit B – Insurance
 - Exhibit C – Optional Task Scope of Services and Cost Estimate

Part B
Mandatory Federal Clauses

Consultant's Compliance with the Laws.

The Consultant will at all times observe and comply with the laws, ordinances, Regulations, and codes of the Federal, State, City, and other local government agencies that are in any manner applicable to the contents of the RFQ or the performance of the Contract.

Permits and Licenses.

Unless otherwise expressly provided, the Consultant is fully responsible for identifying, requiring and obtaining, at its own expense, all permits and licenses necessary to provide the Scope of Services described in this Contract.

Civil Rights.

1. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 USC §12132, and Federal Transit Law at 49 USC § 5332, the Consultant agrees that it will not discriminate against any employee or applicant on the basis of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant 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 this Contract:

a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal Transit Laws at 49 USC § 5332, the Consultant 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 CFR 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 USC § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect Services provided under this Contract. The Consultant 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 will 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 Consultant agrees to comply with all implementing requirements FTA may issue.

b. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 623 and Federal Transit Law at 49 USC § 5332, the Consultant agrees to refrain from

discrimination against present and prospective employees for reason of age. In addition, the Consultant 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 USC § 12112, the Consultant agrees that it Will comply with the requirements of US Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

3. During the performance of this Contract, the Consultant agrees as follows:

a. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action will 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. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

b. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment Without regard to race, color, religion, sex or national origin.

d. The Consultant will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the CLIENT and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulation, and orders.

f. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies applied as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Consultant must include the provisions of the above Paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor

issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the CLIENT may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a Subconsultant or vendor as a result of such direction by the Federal Government contracting agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

4. The Consultant 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.

Illinois Human Rights Act.

During the term of this Contract, the Consultant must:

1. Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination.
2. Comply with the procedures and requirements of the Illinois Department of Human Rights' regulations concerning equal employment opportunities and affirmative action.
3. Provide such information, with respect to its employees and applicants for employment, and assistance as the Department may reasonably request from time to time.
4. Have written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) Consultant's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission; (vi) directions on how to contact the Illinois Department of Human Rights and the Illinois Human Rights Commission; and (vii) protection against retaliation as provided in Section 6 101 of the Illinois Human Rights Act (775 ILCS 5/2 105). A copy of the policies must be provided to the Illinois Department of Human Rights upon request.
5. The Consultant must include verbatim or by reference, the provisions of this Section 15.4 in every subcontract it awards under which any portion of its obligations under this Contract are undertaken or assumed, so that such provisions will be binding upon such Subconsultant. In the same manner as with other provisions of this Contract, Consultant will be liable for such Subconsultant's compliance with applicable provisions of this clause; and further it will promptly notify the CLIENT and the Illinois Department of Human Rights in the event that any Subconsultant fails or refuses to comply therewith. In addition, the Consultant must not utilize any Subconsultant 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.

State Energy Conservation Plan.

The Consultant must comply with all current standards and policies relating to energy efficiency which are contained in the State of Illinois Energy conservation plan issued in compliance with the Energy Policy and Conservation Act, which are incorporated in this Contract by reference.

Program Fraud and False or Fraudulent Statements and Related Acts.

1. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 et seq. and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Scope of Services. Upon execution of this Contract, the Consultant 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 this Contract or the FTA assisted project for which Scope of Services are being performed. In addition to other penalties that may be applicable, the Consultant 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 Consultant to the extent the Federal Government deems appropriate.

2. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the CLIENT or 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 CLIENT of 49 USC § 5307, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5307 (n)(l) on the Consultant to the extent the Federal Government deems appropriate.

3. The Consultant agrees to include the above 2 clauses in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clauses must not be modified, except to identify the Subconsultant that will be subject to the provisions.

Foreign Trade Restrictions.

The Consultant, and each Subconsultant certifies that it:

1. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
2. Has not knowingly entered into any Contract or Subcontract for the Scope of Services with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list; or
3. Has not procured any product nor subcontracted for the supply of any product for use on this Contract that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR Part 30.17, no Contract will be awarded to a Subconsultant who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on this Contract, the FTA may direct, through the CLIENT, cancellation of the Contract at no cost to the Government or the CLIENT. Further, Consultant agrees that it will incorporate this provision for certification without modification in each subcontract. The Consultant may rely on the certification of a prospective Subconsultant unless the Consultant has knowledge that the certification is erroneous. The Consultant will provide immediate written notice to the CLIENT if it learns that its certification or that of a Subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances.

Further, the Consultant must provide immediate written notice to the CLIENT if the Consultant learns that its certification or that of a Subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances.

Each Subconsultant must agree to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the Contract award. If it is later determined that the Consultant or any Subconsultant of any tier knowingly rendered an erroneous certification, the FTA may direct, through the CLIENT, cancellation of the Contract or Subcontract for default at no cost to the Federal Government or the CLIENT.

Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America, and making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

Conflict of Interest.

1. No Council member, officer or employee of the CLIENT or other unit of local government, who exercises any functions or responsibilities in connection with the carrying out of the Scope of Services or the carrying out of the Scope of Services to which this Contract pertains, may have any personal interest, direct or indirect, in this Contract or the proceeds thereof.
2. In accordance with 41 USC § 22, the Consultant agrees that no member of or Delegate to the Congress of the United States, or the Illinois General Assembly and no members of the CLIENT Council or employees, may be admitted to any share or part of this Contract or to any private financial interest, profit, or benefit arising herefrom.

3. The Consultant covenants that it, its officers, directors and employees, and the officers, directors, and employees of such of its members if a joint venture, and Subconsultants presently have no interest and will not acquire any interest, direct or indirect, in the Scope of Services to which this Contract pertains, which would conflict in any manner or degree with the performance of the Services hereunder. The Consultant further covenants that, in the performance of this Contract, no person having any such interest will be employed by the Consultant.

4. An organizational conflict of interest exists when the nature of work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or subcontractor or impair its objectivity in performing the Contract. The Consultant is prohibited from performing any work or services for the CLIENT that conflict with work or services that the Consultant performs under any other contract with the CLIENT. The restrictions in this paragraph are applicable to all Subconsultants. The Consultant has sole responsibility for compliance with this provision. Any violation of this provision is a material breach of the Contract, which is cause for termination.

No Exclusionary or Discriminatory Specifications.

Apart from inconsistent requirements imposed by Federal statute or regulations, the Consultant agrees to comply with the requirements of 49 USC § 5323 (h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

No Federal Government Obligation to Consultant or Others.

1. The Consultant acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the award of this Contract, the Federal Government is not a party to this Contract and will not be subject to any obligations or liabilities to the Consultant, or any other person (whether or not a party to this Contract) in connection with this Contract or pertaining to any matter resulting from this Contract or the Scope of Services.

2. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause must not be modified, except to identify the Subconsultant who will be subject to its provisions.

Obligation to Comply with Changes in Federal Laws and Regulations.

The Consultant will at all times comply with the applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the "Master Agreement" (Form FTA MA (8) dated October 2001) between the CLIENT and FTA, as they may be amended or promulgated from time to time during the term of this Contract. The Consultant's failure to so comply will constitute a material breach of this Contract.

Incorporation of Federal Transit Administration (FTA) Terms.

The preceding provisions include, in part, certain Standard Terms and Conditions required by the US DOT, whether or not expressly set forth in the preceding Contract provision. The applicable requirements of the DOT, as set forth in the most recent effective version of FTA Circular 4220.1, and as amended from time to time, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms will be deemed to control in the event of a conflict with other provisions contained in this Contract. The Consultant must not perform any act, fail to perform any act, or refuse to comply with any CLIENT requests that would cause the CLIENT to be in violation of the FTA terms and conditions.

Environmental Requirements.

For all contracts exceeding \$100,000 in Contract Value, the Consultant must comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC § 1251 et seq, and the Clean Air Act, as amended, 42 USC § 7401 et seq. The Consultant also must report each violation to the CLIENT and understands and agrees that the CLIENT will, in turn, report each violation as required, to the FTA and the appropriate US EPA Regional Office. The Consultant must also include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Fly America.

The Consultant agrees to comply with 49 USC § 40118 (the "Fly America" Act) in accordance with the US General Services Administration's regulations at 41 CFR Part 301 10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US 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 Consultant must submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and must, in any event, provide a certificate of compliance with the Fly America requirements. The Consultant agrees to include the requirements of this Section in all subcontracts that may involve international air transportation.

Part C: Certifications

Sexual Harassment: The Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder is an individual, the Bidder 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).

Felony Certification: The Bidder certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 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 Bidder 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 Bidder 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 Bidder. The Bidder 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 Bidder 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 Bidders, 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 Bidder further certifies that it maintains a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635

Export Administration, Supplies, Labor: The Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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.

Exhibit A

Description of Services

Exhibit A

Description of Services

DSATS 2040 Long Range Transportation Plan Scope of Work

- Creation of an overall template for the document. Consultant will be expected to integrate all sections of the plan that are written up by both firm staff and DSATS staff into this document template;
- Coordinate Public Participation with the update process by posting web linked data and attending and providing exhibits for:
 - Up to two early community meetings to get input on input on transportation concerns in the region (locations to be determined at a later date);
 - Up to three later Community Meetings to provide input on the draft final reports (locations to be determined at a later date)
- Meeting with the LRTP Committee and DSATS staff as needed.
- Update of Introduction Section:
 - Review of introduction and update of information as needed. Review of DSATS vision.
- Update of the Goals & Objectives:
 - Identification of Performance Measures for Goals and Objectives identified by DSATS staff and Committee Members;
 - Identification of practical Greenhouse Gas Reduction Goals;
 - Identification of possible Environmental Mitigation goals and integration with NEPA process;
 - Identification of Homeland Security goals.
- Update of Demographics & Land Use Section:
 - Integration of the County and Municipalities Comprehensive Plans into new Existing and Future Land Use Maps for the DSATS region.
- Update of Transportation Systems Section:
 - DSATS Staff has started developing a County Travel Demand Model and will be concurrently creating the Model during the LRTP update process. DSATS staff and consultant staff shall work together to integrate the LRTP Transportation Forecasts with the local model being developed. The model is being developed using CUBE and is not expected to include transit modeling at this time;
 - Update of Highway Capacity Analysis / Level of Service (LOS) estimates & maps (Yearly traffic counts and truck traffic study data shall be provided as input);
 - Coordination of pavement condition ratings and existing structures data update assessment with support from DSATS Staff;
 - Coordination of Roadway Safety Analysis and provide crash data tables and maps with support from DSATS Staff;
 - Update of Capacity Analysis / Level of Service (LOS) estimates & maps;
 - Update of Safety Analysis;
 - Update of Existing Structures data and map if needed;
 - Provide updated Bike & Pedestrian Pathways Map with support from DSATS staff.
- Update of Future Conditions from 2035 to 2040 including:
 - Socioeconomic Projections;
 - Traffic Forecast Methodology/Model Development;
 - Travel Model Capacities.
- Update of Transportation Systems Alternatives Section:

- Review of Roadway Alternatives and update as needed; provide analysis & maps;
 - Review of existing Pedestrian and Bicycle Alternatives & update as needed.
- Update of Financial Analysis Section:
 - Extend Financial Analysis of the transportation system from the current TIP out to 2040 (analysis should include base cost to maintain existing transportation system and additional projects anticipated to be implemented by 2040).
- Creation of Federal Planning Priorities Section:
 - Address Federal Planning Priorities including: Transportation & Global Competitiveness; Transportation & Quality of Life; Introduction to Impacts of Climate Change and Legislation; Issues of Congestion Management; Accessibility and Mobility Issues;
 - Update of Security Issues identified in MAP-21 update;
 - Update of Environmental, Energy Conservation, and Quality of Life issues as identified in MAP-21 and previous transportation programs;
 - Assessment of DeKalb Transportation System including connectivity between modes, efficiency of system management & operations, and the preservation of the existing system.
 - Creation of Transportation Safety Plan.
- Update of Recommended Plan Section:
 - Development of maps identifying short and long term projects (data will be provided by DSATS staff);
 - Work with DSATS staff to update Roadway Recommendations and Policies;
 - Work with DSATS staff to update Bicycle / Pedestrian Facilities recommendations;
 - Development of other maps as needed
- Update of Introduction:
 - Update Staffing Section;
 - Update Planning Factors Section from SAFETEA-LU to MAP-21 and Planning Elements Summary.
- Update of the Goals & Objectives Section:
 - Update of Vision Statement, Goals & Objectives;
 - Prioritize Goals.
- Update of Demographics & Land Use Section
 - Provide tables and analysis of Socioeconomic Demographics and Environmental Justice information based on the US 2010 Census and subsequent American Community Survey (ACS) data.
- Update of Transportation Systems Section
 - Review of 2035 Transportation System Section to identify any updates;
 - Update of roadway projects since the 2035 Plan;
 - Get updated Functional Class information and maps from IDOT;
 - Summary of yearly Existing Traffic Volumes from traffic and truck counts which have been gathered since last update;
 - Update of the Public Transit section;
 - Update of the Bicycle and Pedestrian Facilities section;
 - Update Rail Operations section;
 - Update of Aviation Section;
 - Development of a regional Freight Transportation System Section.
- Update of Transportation Systems Alternatives Section
 - Review and update of Transit Alternatives & update as needed.
- Update of Financial Analysis Section

- Provide update of Highway and Transit TIP through 2020; identification of funding sources; and provide information to account for inflation.
- Creation of Federal Planning Priorities Section
 - Summary of DSATS HSTP Plan;
 - Review of existing DSATS Public Participation Plan and provide summary of plan for LRTP.
- Update of Recommended Plan Section
 - Write up summary of current TIP including all anticipated federally funded projects identified on TIP;
 - Write of summary of Long-Term priority roadway and transit improvement projects.
 - Development of Transit Improvement Recommendations and Policies.

DSATS Staff Deliverables:

DSATS Staff shall provide the following information for input into the plan:

- All available DSATS developed GIS spatial and database information.
- All information on current and anticipated regional transportation projects.
- All available plans and studies which have been published by DSATS
- Traffic Counts, Roadway Condition Surveys, and other transportation related surveys and studies performed by DSATS and their member organizations.

Project Timeline

- a. July 2014: Implementation of Study
- b. April-May 2015: Public Review Period
- c. June 30, 2015: Completion of project and adoption of 2040 Plan

Exhibit B

Insurance

Exhibit B
Insurance

a) PB shall obtain the following minimum amounts of insurance from insurance companies authorized to do business in the State of Illinois:

(1) Workmen's Compensation Insurance in accordance with the laws of the State of Illinois.

b) Commercial General Liability. Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for the operations of PB: operations of SUBCONSULTANTS (contingent or protective liability); completed operations; broad form property damage; and contractual liability. The general aggregate limits shall be endorsed on a per PROJECT basis.

(1) General Aggregate Limit \$2,000,000
(2) Each Occurrence Limit \$1,000,000

The coverage shall provide by an endorsement in the appropriate manner and form, the CLIENT, its officers and employees shall be named as additional insured with respect to the policies and operations performed without the right of subrogation. The CLIENT may accept a separate owner's protective liability policy provided all coverage, limits and endorsements are in conformity with this Section.

c) Commercial Automobile Liability. The policy shall cover owned, non-owned and hired vehicles.

Bodily Injury & Property Damage
Liability Limit Each Occurrence \$1,000,000

d) Umbrella Liability. Any policy shall provide excess limits over and above the other insurance limits stated in this Section. PB may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.

e) Such insurance shall be maintained in full force and effect during the life of the AGREEMENT and shall protect PB, its employees, agents and representatives from claims for damages, for personal injury and death and for damages to property arising in any manner from the negligent act or failure to act by PB, its employees, agents and representatives in the performance of the SERVICES.

f) Certificates showing that PB is carrying the above-described insurance in the specified amounts shall be furnished to the CLIENT before it is obligated to make any payment to PB for SERVICES performed under the provisions of the AGREEMENT. The certificates shall provide that the policies shall not be changed or cancelled during the life of the AGREEMENT until 30 days advance written notice to the CLIENT has elapsed.

Exhibit C

Optional Tasks: Scope of Services and Cost Estimate

**Optional Task: 1 Additional Public Meeting
Scope of Services**

The Parsons Brinckerhoff base scope of services and cost proposal assumes that 3 public meetings would be performed. These 3 public meetings are anticipated to be conducted to review the draft 2040 LRTP Update. This optional task provides for 1 additional public meeting that would be held earlier in the LRTP Update process to solicit local official and public feedback and input on transportation needs and potential plan projects. It is proposed that this additional public meeting be held after completion of the existing and future conditions analysis. In this way, feedback can also be gained on plan assumptions (for example, socio-economic forecasts and future traffic conditions).

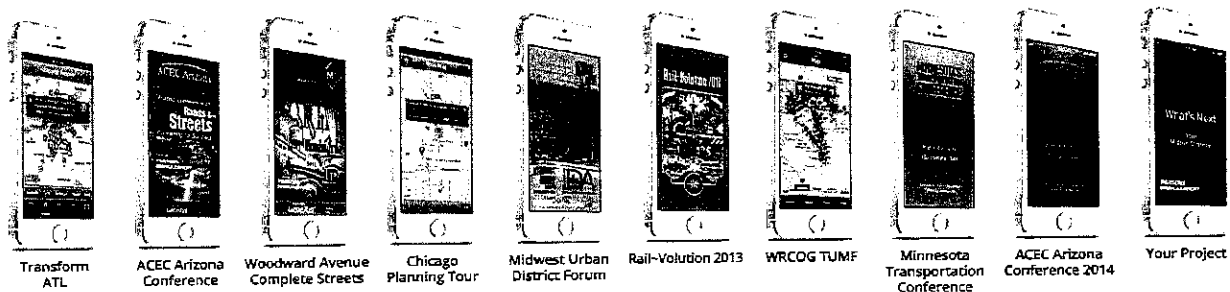
**Optional Task: Enhanced Public Involvement – Social Media & Additional Plan Graphics
Scope of Services**

This optional task includes the design and implementation of a social media campaign for the 2040 LRTP Update. Shane Peck and our subconsultant Images are recognized for interactive media outreach, particularly in the use of social media for transportation projects. Parsons Brinckerhoff currently oversees interactive media outreach on many projects across the U.S. and is delivering clients a direct return on investment by the sheer number of people participating in our projects through interactive media sites. We have developed a social media philosophy and protocol that emphasizes stakeholder engagement in the transportation planning processes.

We propose coordinating with DSATS staff to design and implement a social media campaign, primarily using Facebook and Twitter. These social media are great for feedback, providing notifications, live “tweeting”, result in significant pass along readers, and provide links to share documents, images, maps, etc.

This optional task also includes additional plan graphics. This would include stock photos, a more attractive format, enhanced graphics and charts, and increased use of graphics.

**Optional Task: Enhanced Public Involvement – Mobile Application for LRTP Projects
Scope of Services**



Our proposed DSATS 2040 mobile application (app) will engage DSATS constituents, anywhere, at their most convenient time. The DSATS app would provide DSATS LRTP project information or Transportation Improvement Program (TIP) information and data as featured in

several of Parsons Brinckerhoff's mobile apps shown above. The sample apps listed below can be downloaded from iTunes and Google Play using the provided links or keyword searches.

- Transform Atlanta, May 2012, ([Blackberry](#), [Android](#), and [iOS](#)) Search TransForm Atl.
- Transform Woodward, April 2013 ([Android](#) and [iOS](#)) Search Transform Woodward.
- Western Riverside Council of Governments, October 2013 ([Android](#) and [iOS](#)) Search WRCOG TUMF.
- Modernize 75: MDOT I-75 Modernization Project, ([iOS](#) and Android in development) Search MDOT I-75.

The DSATS app would be managed by the project team. Parsons Brinckerhoff would be responsible for the app development, hosting and publication of the app in iOS and Android on iTunes and Google Play. Features proposed for the DSATS 2040 app could include the following:

1. **Interactive Project Mobile Map:** The interactive project map can be created using DSATS TIP GIS shapefiles. Our app capabilities include the ability update map data and live information using a web based administration tools. The map would contain icons linked to TIP project data, pictures or videos. We find this a cost effective and easy way to display project information in an easy to understand visual format to mobile users. Online versions of interactive maps (not included in the scope) can be viewed at:
 - Western Riverside Council of Governments <http://maps.pbid.com/wrcog/>
 - Transform Woodward <http://www.transformwoodwardmap.com/crowdsource/map>
2. **Real Time Project News Updates:** Pushes content alerts as well as announcements regarding upcoming meetings, and DSATS news stories.
3. **Public Comment:** Ability to allow mobile users to add public comments on the map or from public comment screens within the app.
4. **Engage in conversations in social media:** The app provides links to Facebook, Twitter, Youtube. These sites can be tailored to DSATS LRTP Update or linked to existing social media sites.
5. **Survey:** Ability to create multiple surveys throughout the project.
6. **Administration Site:** A backend website allows administration of the app. Public comments and other app data can be viewed and downloaded in excel files.

At the conclusion of the DSATS 2040 LRTP Update contract, DSATS can choose to continue to have PB host the mobile application per a pre-arranged agreement, or PB will archive the mobile application, without any pre-arranged agreement.

Optional Task: CUBE Model Development Scope of Services

Parsons Brinckerhoff proposes to develop a daily highway model in Citilabs Cube software with demand modules for trip generation, trip distribution, auto occupancy by trip purpose, automobile assignment and validation to 2010 observed traffic.

Transit network, mode choice and time of day elements are not included in this scope of services.

Task 1: Review Existing Model

PB will obtain the DSATS travel model, any related datasets and available documentation. PB will review the existing travel demand model as it relates to the expectations of ongoing planning needs, and identify the model improvements that needed to attain the best possible demand model for in the project time frame. PB will base framework decisions on the 2011 Research Report ICT-11-091 "Travel Demand Modeling for the Small and Medium Sized MPOs in Illinois" prepared the Illinois Center for Transportation Studies. The steps in the inventory process are:

- 1.1 Existing model review
- 1.2 Recommendations

Task 2: Review and Refine TAZ System

PB proposes to work with the DSATS staff to review the existing zone system critically and thoroughly. The steps in the process are:

- 2.1 Review existing base year TAZ system
- 2.2 Update TAZ structure

Task 3: Review Base Year Socioeconomic Data / Trip Generation

PB will investigate the current traffic model's cross-classification trip generation model. If trip rates are not readily available PB will prepare trip generation for at least three household trip purposes. University travel will be incorporated

- 3.1 Review and Update Trip Generation Model
- 3.2 Produce Trip Generation Model Output

Task 4: Update Traffic Model Network

The estimation of travel demand requires an accurate representation of the highway network. PB will work with DSATS to update the existing year model highway network. If no network is available, GIS files will be adapted to an assignable network.

- 4.1 Review Internal Modeling Network
- 4.2 Compile and Update Base Year Traffic Counts

Task 5: Review/Rework Trip Distribution Parameters

PB proposes to evaluate existing trip distribution parameters used for all trip purposes and prepare revised inputs where needed

- 5.1 Review existing trip distribution model parameters with DSATS staff
- 5.2 Review vehicle occupancies and trip length distributions using national or the latest available MPO survey or model values.
- 5.3 Develop and update external-to-external trip tables by trip purposes.
- 5.4 Develop base year production-attraction trip tables by trip purposes.

- 5.5 Convert production-attraction trip tables to origin-destination matrices.
- 5.6 Check reasonableness of the origin-destination trip tables.
- 5.7 Perform necessary iterative parameter adjustments to yield satisfactory validation results.

Task 6: Validate Base Year Model

PB will work with DSATS staff to determine validation standards for network assignment results. These standards are usually the maximum allowable deviations from the observed traffic counts. PB will review the existing assignment procedure, volume-delay functions, and the capacity table currently employed in the model. PB proposes to perform all the following subtasks and produce the products listed below:

- 6.1 Perform model calibration runs and make adjustments accordingly
- 6.2 Develop standard network and screen line performance reports

Task 7: Code Model Sequence in the Cube Software Program

- 7.1 Prepare travel model sequence in Cube for the base year
- 7.2 Ensure that the future study years can be developed in the software

Task 8: Prepare Final Project Methodology Report

An overall report will be prepared to document model methodology and procedures, and model validation results. The report will be produced first in draft form, then after incorporating comments from the DSATS, in a final version.

Optional Task: Detailed Socio-Economic Forecasts Scope of Services

Our subconsultant, The al Chalabi Group, will develop detailed socio-economic forecasts for this optional task. The Parsons Brinckerhoff base scope of services and cost proposal assumes high level 2040 socio-economic forecasts. These 2040 forecasts would be developed at the township level and then sub-allocated to the existing TAZ level based on the previous 2035 distribution, and DSATS staff input on future changes in population, household, and employment distribution.

It is anticipated that this optional task would be directly related to the CUBE Model Development Optional Task. As part of the CUBE Model Development, a review and refinement of the existing TAZ structure would occur. The resulting TAZ structure would require corresponding 2040 socio-economic forecasts.

A more detailed sub-allocation to the resulting TAZ structure would be performed based on current comprehensive plan information, account for developable land availability, and would reflect input from local officials.

Cost Estimate for Optional Tasks

Optional Task: 1 Additional Public Meeting														
Parson Brinckerhoff	DSATS 2040 LRTP Update Tasks											Total Hours	Total Cost	
	Public Inv*	Update Intro	Update Goals	Update Demo & LU	Update Transp	Update Fut Cond	Update Financial	Create Fed Prior	Update Rec. Plan					
Person														
Ronald Shimizu	8	0	0	0	0	0	0	0	0	0	0	8	\$2,113	
Keith Sherman	8	0	0	0	0	0	0	0	0	0	0	8	\$1,587	
Jerry Lyrie	3	0	0	0	0	0	0	0	0	0	0	3	\$499	
Tom Coleman	3	0	0	0	0	0	0	0	0	0	0	3	\$517	
Mary DeSacker	9	0	0	0	0	0	0	0	0	0	0	9	\$1,006	
Shane Peck	2	0	0	0	0	0	0	0	0	0	0	2	\$340	
Project Administrator	1	0	0	0	0	0	0	0	0	0	0	1	\$32	
PB Labor	33	0	0	0	0	0	0	0	0	0	0	33	\$6,128	
PB Direct Costs														
Travel														\$200
Printing, mailing, overnight deliveries, reproduction														\$25
Subconsultants														
Images													9	\$1,561
The al Chalabi Group													1	\$0
Total Cost														\$7,914

* Assumes 1 Additional Public Meeting

Optional Task: Enhanced Public Involvement (Social Media & Additional Graphics for Plan)														
Parson Brinckerhoff	DSATS 2040 LRTP Update Tasks											Total Hours	Total Cost	
	Public Inv*	Update Intro	Update Goals	Update Demo & LU	Update Transp	Update Fut Cond	Update Financial	Create Fed Prior	Update Rec. Plan					
Person														
Ronald Shimizu	1	0	0	0	0	0	0	0	0	0	0	1	\$254	
Shane Peck	36	0	0	0	0	0	0	0	0	0	0	36	\$6,125	
Project Administrator	1	0	0	0	0	0	0	0	0	0	0	1	\$32	
PB Labor	38	0	0	0	0	0	0	0	0	0	0	38	\$6,471	
PB Direct Costs														
Travel														\$200
Printing, mailing, overnight deliveries, reproduction														\$25
Subconsultants														
Images													50	\$6,796
The al Chalabi Group													0	\$0
Total Cost														\$12,462

* Set-up, implement, monitor social media for LRTP, additional plan graphics

Optional Task: Enhanced Public Involvement (Mobile Application for LRTP Projects)														
Parson Brinckerhoff	DSATS 2040 LRTP Update Tasks											Total Hours	Total Cost	
	Public Inv*	Update Intro	Update Goals	Update Demo & LU	Update Transp	Update Fut Cond	Update Financial	Create Fed Prior	Update Rec. Plan					
Person														
Ronald Shimizu	1	0	0	0	0	0	0	0	0	0	0	1	\$264	
Tom Coleman	12	0	0	0	0	0	0	0	0	0	0	12	\$2,056	
Mary DeSacker	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Project Administrator	1	0	0	0	0	0	0	0	0	0	0	1	\$32	
PB Labor	14	0	0	0	0	0	0	0	0	0	0	14	\$2,416	
PB Direct Costs														
Travel														\$200
Mobile App Development (for Apple & Android)														\$15,000
Subconsultants														
Images													0	\$0
The al Chalabi Group													0	\$0
Total Cost														\$17,615

* Develop & implement PB mobile application with DSATS plan projects

Optional Task: CUBE Model Development														
Parson Brinckerhoff	DSATS 2040 LRTP Update Tasks											Total Hours	Total Cost	
	Public Inv*	Update Intro	Update Goals	Update Demo & LU	Update Transp	Update Fut Cond	Update Financial	Create Fed Prior	Update Rec. Plan					
Person														
Ronald Shimizu	0	0	0	0	0	4	0	6	0	0	0	10	\$2,841	
Mary Lyrie	0	0	0	0	0	24	0	0	0	0	0	24	\$4,124	
Matt Stratton	0	0	0	0	0	95	0	0	0	0	0	95	\$10,843	
Jessica Slaton	0	0	0	0	0	8	0	0	0	0	0	8	\$1,419	
Mitchell Park	0	0	0	0	0	36	0	0	0	0	0	36	\$3,811	
Project Administrator	0	0	0	0	0	1	0	0	0	0	0	1	\$32	
PB Labor	0	0	0	0	0	169	0	6	0	0	0	175	\$22,921	
PB Direct Costs														
Travel														\$100
Printing, mailing, overnight deliveries, reproduction														\$20
Subconsultants														
Images													0	\$0
The al Chalabi Group													0	\$0
Total Cost														\$23,041

* Develop basic CUBE highway model for DSATS

Optional Task: Detailed Socio-Economic Forecasts														
The al Chalabi Group	DSATS 2040 LRTP Update Tasks											Hours	Total Cost	
	Public Inv*	Update Intro	Update Goals	Update Demo & LU	Update Transp	Update Fut Cond	Update Financial	Create Fed Prior	Update Rec. Plan					
Person														
Principal	0	0	0	0	0	96	0	0	0	0	0	96	\$17,664	
Staff	0	0	0	0	0	4	0	0	0	0	0	4	\$236	
ACG Labor	0	0	0	0	0	100	0	0	0	0	0	100	\$17,500	
Mileage, overnight deliveries, etc.														\$100
Total ACG Cost														\$18,000

* Develop detailed TAZ allocation of population, HH, employment