

**RESOLUTION 2023-035**

**PASSED: MARCH 27, 2023**

**AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH STANTEC ARCHITECTURE, INC. FOR ARCHITECTURAL AND ENGINEERING DESIGN OF A TRANSIT MAINTENANCE AND OPERATIONS FACILITY IN AN AMOUNT NOT TO EXCEED \$2,990,792.**

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

**WHEREAS**, 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 design-build of the transit 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 City Manager to enter into an agreement with Stantec Architecture, Inc. for architectural and engineering design of the City's transit maintenance and operations facility in an amount not to exceed \$2,990,792.00 in the same or substantially similar form the attached and incorporated Exhibit A, subject to any changes that the City Manager deems to be in the City's best interests, and for the City Manager to perform all acts necessary to effectuate the agreement.

**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 provision of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, 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 27<sup>th</sup> day of March 2023 and approved by me as Mayor on the same day. Passed by a roll call vote as follows:

5-0-3	Aye	Nay
Morris	Absent	
Larson	X	
Smith	Absent	
Perkins	X	
McAdams	Absent	
Verbic	X	
Faivre	X	
Barnes	X	



  
COHEN BARNES, Mayor

ATTEST:   
Ruth A. Scott, Executive Assistant

### 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 Schedule 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](http://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 mail, addressed to the parties as follows:

For the City:

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

For the Contractor:

Greg Shipley  
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 27<sup>th</sup> Day of March, 2023.

City of DeKalb

  
City ~~Mayor~~ Manager **Bill Nicklas**  
  
Recording Secretary **Ruth A. Scott**

Contractor





**Exhibit A:**

**Description of Work**



## **SCOPE OF SERVICES**

**RFQ No TRANSIT-02**

**City of DeKalb**

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

**Phase 2, Parts 2 and 3**

**February 21, 202**

#### **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.

Stantec completed Phase 1, Part 1 of the project which focused on the Site Selection process. The City identified three (3) areas within City limits for the Stantec team to evaluate. Each site was evaluated via a weighted evaluation matrix that included a set of parameters determined jointly by Stantec and the City of DeKalb. Examples included site size, location, egressing, deadhead impact, on and off-site needs, acquisition cost, and its complement to the surrounding environment including applicable historical context. Following that process, the Dresser Road site scored the highest. A Site Selection Committee established by the City reviewed the report and scoring matrix and brought it to the City Counsel for formal vote. The City Council elected to move forward with the Dresser Road site as the future Operations Facility location. The facility design assumption is based on a present-day value of \$25 Million with approximately 50,000 SF for an Administration, Operations, and Maintenance Facility building and 210,000 SF for exterior paratransit and standard bus parking, CDL training lot, fuel yard, and employee and visitor parking.

The following scope of services corresponds directly to Phase 2, Parts 2 and 3 regarding the City's intent for Stantec to provide full architectural and engineering design for the Operations Facility.

Part 2 shall include master site planning, FTA NEPA documentation, schematic building design, Federal grant application assistance, and preliminary budgetary cost estimating. Part 3 focuses on the Final Architectural and Engineering construction documents.

Scope of services and fee development for bid phase services, construction administration, commissioning and project close-out (Part Four of the RFQ), hereafter referred to as Phase 3, 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 2. Part 2:**

**PART 2 – FACILITY SCHEMATIC AND SITE LAYOUT, DETAILED COST ESTIMATE, FTA GRANT APPLICATION ASSISTANCE, PREPARATION OF NEPA DOCUMENTS**

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

- 1.1 Within two (2) 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 1.0 Deliverables:**

- Kick-Off Meeting Minutes
- Project schedule and subsequent updates

Stantec will attend one (1) remote MS Teams meeting during this phase. Task

**2.0 Master Planning**

The West Dresser Road site is identified by PINs 08-10-300-017, -028 & -046, owned by the City of DeKalb.

2.1 Site Survey – The Design Team will prepare an updated boundary and topography survey for the Dresser Road site, unless DeKalb City can provide one in electronic format and is less than six (6) months old.

2.2 Planning & Zoning Entitlement Assessment & Information Review – The site master planning task 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. The review will include planning and zoning requirements and limitations currently relevant to the West Dresser Road site. The City will provide any agreements that are in addition to the existing Zoning documents that may result in site limitations or additional development restrictions.

2.3 Wetland Delineation – The Project wetland scientist, using methods described in the U.S. Army Corps of Engineers (USACE) Midwest Regional Supplement to the USACE Wetland Delineation Manual, will conduct a field delineation to determine existing wetland boundaries within the approximately 12-acre study limits. This task includes one mobilization to conduct a field assessment of surface hydrology, observations of soil redoximorphic features and a plant community characterization. Wetland boundaries identified in the field will be mapped using a Global Positioning System (GPS) with sub-meter accuracy. The presence of any other Waters of the U.S. (streams) located within the study limits will also be determined. GPS data will be transferred to aerial photography and electronic shapefiles will be provided. Following completion of the fieldwork, a report of the wetland and waterway findings will be prepared that will be suitable for submittal to the USACE as part of a Joint Section 404 permit application. The report will include data and documentation required by the USACE, including aerial photographs showing wetland boundaries, numeric coordinates of wetland and waterway locations, data sheets for sampling locations and a description of methods used. Final delineation of wetland boundaries will be indicated on aerial photography. This task does not include preparation of a Joint Section 404/401 application, or wetland mitigation design assistance; however, these services are available upon request at current billing rates.

This task is based on the following assumptions: 1) Stantec staff will have access to the site upon proper and timely notification of such site visit(s) to the City of Dekalb; 2) The City of Dekalb will be responsible for obtaining landowner permission to access the study limits and Stantec will not need to contact landowners; 3) The fieldwork will be conducted in the spring prior to the crops being taller than knee-height or in fall following crop harvest to ensure safe and efficient access within the study limits; 4) The fieldwork will be completed in one mobilization and no additional site visits will be required; 5) Stantec will address one round of comments on the draft report; 6) On-

site meetings with the USACE, or other regulatory agencies, are not included in this task and if needed would be considered an extra service at current billing rates.

2.4 Site Master Planning Charrette – Stantec’s first interactive charrette/workshop begins here, and the process will generally proceed as follows:

- 2.4.1 The Stantec team will convene in DeKalb and conduct a charrette with staff to identify key considerations from the City that will drive development towards a Preferred Site Master Plan option for current and future phases. The Stantec team may prepare site plan options in advance to share with the City’s team at the onset of the charrette. Over the course of up to three (3) days, Stantec’s team will develop alternative plans which Stantec will pin up on the walls and discuss the merits and challenges of each.
- 2.4.2 Each day, two-hour pin-up/review sessions will be conducted with a select group of department staff for collecting direct feedback on each master plan reviewed.
- 2.4.3 Stantec will capture the feedback and develop a series of alternate master plan options for review by the Client at the following day’s review session.
- 2.4.4 At the end of the charrette, or shortly thereafter, a Preferred Site Master Plan Option will be selected by the City for development by the Stantec team. This plan will include basic building footprints, general site constraints, vehicle and pedestrian circulation patterns, entry/egress locations and routes, yard and facility safety, conceptual identification of program yard requirements, and functional adjacencies between all. At the City’s request, Stantec and the City’s Project Manager will review the Preferred Site Master Plan with the City Manager or his designee, either during the charrette process or upon its conclusion.

2.5 Sustainability Charrette – Stantec will lead a workshop specifically to identify sustainable strategies appropriate for the facility and site. The workshop will be attended by our major systems disciplines and we will review opportunities for water, energy, and material conservation in the context of the site and each building. Stantec will review the opportunities for on-site power generation and co-generation systems that can serve the entire site, along with other strategies Stantec has successfully employed in other facilities that are well-suited for this type of facility. It is our understanding the City is desirous of incorporating LEED principles into the design of this facility and wants to evaluate the potential scorecard and level of certification. The Design Team will prepare a rough order of magnitude cost estimate for the various achievable LEED levels.

2.6 Phasing (Consideration for Future Growth) – The goal of this project is to develop, design and deliver a facility that will serve the City’s current and future service needs. This approach however may outweigh the current available funding and potential grant

funding awards. Stantec will design a functional and highly efficient project / plan that may be used immediately, and for many years before a future phase is constructed. If necessary, Stantec will develop a phasing plan so that, depending on the ultimate funding schedule for future needs, these components can smoothly grow onto the site with minimal or no disruption to current operations, and in such a way that the user groups will ultimately be able to work most efficiently and effectively together.

- 2.7 Based on the input from the City's operations and maintenance staff and correlating to industry best practices, energy efficiency goals and the Team's design experience, the Design Team will create a discipline-by-discipline Basis of Design narrative to outline the current operational and maintenance issues and concerns and recommend a design approach and proposed solutions that will address current issues while incorporating current best practices and energy and design code requirements.
- 2.8 Development of a Preferred Master Plan and Draft Report – Following the charrette, the design team will develop the preferred master plan. The work will be prepared by hand and in AutoCAD/Revit and will incorporate the size, program, and design character of the site. During this phase, we will begin incorporating additional disciplines from Stantec's design team - structural, mechanical, and electrical - to identify space needs and primary concepts for each. The information will be captured in a narrative report.
- 2.8.1 Estimated Equipment Cost – Develop an estimated equipment cost based on similar facility types and sizes. Equipment budget may be used for initial cost estimate, if required, and traced throughout the project.
- 2.9 Presentation and Review – Stantec will meet in person with the City to review the Draft Master Plan Report and collect feedback. The review will include all components of the report, including overall project schedule and preliminary cost estimate. Stantec intends to have our key sub-consultants in attendance, as needed. After the meeting, the City will have ten (10) business days to review the Draft Master Plan Report and provide additional feedback.
- 2.10 Master Plan Report Revisions – Stantec will collect comments from the Draft presentation and from the 10-day review period. All comments will be incorporated into the final Master Plan Report. Stantec will issue written responses to comments, identifying which comments have been incorporated, and which are noted for incorporation into future phase(s) of the project. Stantec will review the matrix with the Client and with the Deputy City Manager (or his designee).
- 2.11 Final Submittal and Acceptance – after incorporation of the draft report comments,



Stantec will submit the Final Master Plan Report for approval. This will be both an electronic and hard copy submittal.

Task 2.0 Deliverables:

- Site Survey
- Project schedule and subsequent updates
- Master Planning
  - Master Plan and Sustainability Charrette Documentation
  - Final Master Plan (all buildings/departments)
    - Conceptual Building Massing, including Conceptual Renderings (up to (2) building massing renderings, depicting up to (2) exterior building material options)
  - Matrix of various proposed systems with their corresponding energy and life-cycle costs
  - Discipline Design Narratives (Equipment, MEP&FP, Structural, Fueling)
  - Preliminary Design and Construction Schedule
  - LEED Checklists, as required
  - Background information (including environmental, data collected, etc.)

Meetings: Stantec will attend three (3) onsite meetings (Master Planning Charrette, Sustainability Charrette, and Presentation), and three (3) remote MS Teams meetings during this phase

Task 3.0 Preparation of NEPA Documentation

3.1 Environmental Documentation – Stantec will prepare an Environmental Assessment (EA) in accordance with the regulations set forth by the Council on Environmental Quality of the National Environmental Policy Act (NEPA), Title 40 CFR 1500-1508; and the Federal Transit Authority (FTA) Implementing Regulations (23 CFR 771). Based on current information about the site it has been determined that the proposed project will not qualify for a Categorical Exclusion therefore this scope includes the activities necessary to prepare an Environmental Assessment. In addition, to the No Action Alternative, Stantec will analyze impacts associated with one action alternative for the proposed site located at the preferred site on Dresser Road.

Stantec will succinctly describe the existing environmental setting (Affected Environment) and then analyze the potential direct and indirect impacts (Environmental Consequences) to the human environment for acquiring additional land (direct impacts). We will also analyze potential impacts associated with the proposed action and other projects that have occurred or are planned that may cumulatively affect the environment.

The EA will focus on consequential environmental issues and avoid inclusion of extraneous background data. Measures to be implemented to mitigate adverse impacts will also be described. Findings in the EA will be presented in a sensitive manner using language and graphics targeted at a lay audience. The findings of this document will allow FTA to issue a Finding of No Significant Impact (FONSI) (anticipated) or determine that an Environmental Impact Statement is required.

For the EA, Stantec will:

- Provide an Executive Summary that provides a broad overview of the project, purpose and need, and environmental impacts
- Describe the purpose and need for the proposed action including background information
- Describe alternatives to the proposed action, including a summary of alternatives considered and dismissed. Alternatives considered and dismissed to be provided by FTA.
- Describe the affected environment (existing environmental conditions) on and in the vicinity of the site. Stantec will identify those resources that will be analyzed in detail and provide justification for resources that would be dismissed from detailed analysis.
- Assess potential direct, indirect, and cumulative environmental consequences (impacts) on the human environment arising from the proposed action, including short- and long-term impacts. Any impact that may constitute a major or significant impact Stantec will identify if impacts can be mitigated below a level of significance.
- Assess, where appropriate, potential mitigation measures that would avoid, minimize, or offset the environmental impacts. This would include identifying any regulatory or permitting requirements associated with the proposed action. These requirements will be included in an appendix to the EA, in tabular form.
- Maintain an Administrative Record that will include all information obtained and utilized for preparation of the EA including technical data, agency coordination letters and records of telephone interviews, and other background information.

3.2 Data Collection – Stantec will identify and compile all existing data sources and baseline information and conduct a review of all pertinent existing documentation with respect to the potentially affected area(s). Stantec will utilize existing, available data to the maximum extent possible. Data collection will be qualitative except where noted. If data gaps are identified, Stantec will immediately notify The City of Dekalb. Stantec will conduct a site visit during the kick-off meeting for this project.

3.3 Prepare Draft EA – Stantec will compile the Environmental Assessment in compliance with the National Environmental Policy Act of 1969, as amended. The document will include color graphics and maps. At a minimum the EA will include a Cover Sheet/Abstract, Project Description and Background Information, Description of Alternatives, Description of Existing Conditions and Environmental Consequences, List of Reference, List of Preparers, Distribution List, and Appendices.

Impact topics to be addressed will include those listed in the SOW provided by the EA and will be broken into the following categories:

- A. Aesthetics -- Stantec will assess the aesthetics and visual resources in the vicinity of the alternative sites and provide an analysis of potential effects of the proposed project on existing vistas.
- B. Air quality – existing conditions will be described based on existing DC and EPA data. Impacts will be assessed at a qualitative level and will include impacts from construction and long-term operation. Based on existing uses and planned

improvements, it is not anticipated that air quality modeling will be required for the EA.

- C. Cultural Resources: Archeology: Stantec will describe impacts in terms of potential to impact archeological resources and historic resources.
- D. Geology and Soils: Using existing, available geologic reports, soil surveys, maps, and other data from previous studies, Stantec will describe the existing site geology, topography, and soils, and analyze their compatibility with future land uses under each of the alternatives under consideration. Stantec will document the presence or absence of soils regulated under the Federal Farmland Protection Policy Act (FPPA) (7 CFR Part 658 of July 5, 1984 and as superseded by the Farmland Protection Policy Act Final Rule of June 17, 1994). *Stantec will not conduct geotechnical studies as part of this project.*
- E. Hydrology and Water Quality: impacts to these resources will be described based on proposed action.
- F. Natural/Ecological Features (vegetation, and wildlife): Stantec will describe the existing vegetation and urban wildlife associated with the site and describe potential impacts to these habitats resulting from the proposed project. Stantec will undertake agency coordination to comply with Section 7 of the Endangered Species Act. Stantec will request a review by the U.S. Fish and Wildlife Agency for records of species or their habitat in the vicinity of proposed project. Stantec will not prepare a Section 7 Biological Assessment nor undertake extensive agency coordination for this task. Critical habitats, if present, will be documented and options for habitat preservation will be discussed.
- G. Noise: Stantec will describe the existing conditions. Impacts will be assessed at a qualitative level and will include impacts from construction and long-term operation.
- H. Land Use: Stantec will describe the existing land use and proposed zoning on the proposed site and describe potential impacts on land use and zoning resulting from the proposed action.
- I. Floodplains, Wetlands, and Coastal Zone Management: Stantec will describe the existing environment in relation to floodplains and wetlands. Stantec will then analyze the impacts to these resources resulting from the proposed action. Stantec understands that the City of DeKalb is outside the coastal zone. No studies would be performed for this. Detailed studies and delineation/inventory of existing features are not included in this SOW.
- J. Social and Economic Effects - The EA will describe the existing social and economic environment in the vicinity of the site, and will describe potential impacts to these resources from construction and operational activities. Economic analysis will be qualitative. Economic modeling is not part of this scope of work.
- K. Community Facilities and Services – The EA will describe existing community facilities and services in the vicinity of the site, and will describe potential impacts to these resources from construction and operational activities.

- L. Solid Waste/Hazardous Materials: The EA will describe existing sources of solid waste and potential increases or decreases to solid waste volumes, including construction related impacts. Stantec will utilize any studies performed by the FTA (e.g., Phase I Environmental Site Assessment). No hazardous materials studies will be undertaken as part of the EA preparation.
- M. Transportation – Existing conditions will be described based on observations of the surrounding roadway network. This scope assumes Stantec will utilize pre and post construction provided by others.
- N. Utilities – Stantec will describe existing utilities on and adjacent to the proposed site. We will describe impacts resulting from the proposed action. Field locations of existing utilities will not be performed.
- O. Environmental Justice – The EA will describe the socioeconomic makeup of the area surrounding the site and will describe any potential for disproportionately high and adverse human health or environmental effects on minority populations and low-income populations.
- P. Cumulative Impacts - A description of past, present, and reasonably foreseeable future projects will be considered in the cumulative impact scenario and cumulative effects analysis. Stantec will write the cumulative effects analysis in accordance with the “x” + “y”= “z” approach method.

Stantec will provide an electronic version of the Draft EA in MS Word with line and page numbering to the City of Dekalb for review and comment. After the review, Stantec will revise the document to address the comments received. A back check electronic copy of the Draft EA will be submitted to the City of Dekalb for review. Stantec assumes two preliminary drafts of the EA will be required.

Stantec will prepare a draft Notice of Availability (NOA) for review and approval by the City of Dekalb. After the review, Stantec will revise the NOA to address the comments received. With City of Dekalb approval, Stantec will also publish a Notice of Availability in one newspaper of the City’s choice for three consecutive days, one of which will be a Sunday.

3.4 Prepare Final EA/FONSI – Provided no significant impacts are determined, Stantec will prepare a Final EA that addresses all substantive comments received during the public review of the EA. Stantec will respond, in the Final EA, to all substantive comments received on the Draft EA.

3.5 Stantec will also prepare a Finding of No Significant Impact (FONSI). Stantec will provide an electronic version of the Final EA/FONSI in MS Word with line and page numbering to the City for review and comment. After the review, Stantec will revise the document to address the government’s comments. A back check electronic copy of the Final EA/FONSI will be submitted to VA for review. Stantec assumes one preliminary drafts of the Final EA will be required.

Stantec will prepare a draft Notice of Availability (NOA) for review and approval by the City. After the review, Stantec will revise the NOA to address the comments received. With City approval, Stantec will also publish a Notice of Availability in one newspaper

of the City's choice.

- 3.6 Administrative Record – Stantec will maintain an Administrative Record that will include all technical data, correspondence, agency coordination letters, and records of telephone interviews, and other background information used in preparation of the EA. A draft Administrative Record will be submitted to the City for review and comment. Stantec will revise the Administrative Record to address the government's comments. Stantec will provide an electronic version of the Administrative Record and any hard copies, as necessary.
- 3.7 Quality Control – Stantec believes that a quality product is the key to the successful performance of a contract. Stantec has developed quality assurance and quality control (QA/QC) procedures to reduce the need to correct work and to ensure timely and efficient completion of all tasks and subtasks required by the City. Stantec applies ISO 9001 quality management practices to all of our projects. Our 10-point Project Management System guides our projects from the onset of the project, through development of deliverables, through project closeout. From the very onset of the notice to proceed, we will work with the City to ensure that we have a complete understanding of your needs for the project as a whole.
- 3.8 Meetings and Project Coordination – Stantec will attend an internal kick-off meeting with the City team members. This meeting will include a discussion of available information, format for deliverables, and schedule. Stantec assumes that up to two team members will attend this meeting.
- 3.9 Public Involvement – As significant public involvement is anticipated for this EA, Stantec will send out coordination letters to the community, key stakeholders, government agencies, Native American tribes and the State Historic Preservation Officer to inform them of public involvement opportunities. Stantec will develop the coordination letter and will provide the letters to the City for review and comment. After the review, Stantec will make any changes necessary, prior to issuance.

In addition, if necessary, Stantec will provide support for up to four Public Information Meetings (to be outlined in the Public Involvement Strategic Plan). For each meeting, Stantec will prepare a two-page draft public information bulletin for review and approval by the City. After the review, Stantec will revise the document to address the government's comments. A back check electronic copy of the Final public information bulletin will be submitted to City for review. Stantec assumes one preliminary draft of the public information bulletin will be required. Once approved, the City will be responsible for distributing the bulletin to interested parties. Stantec will prepare items for a public meeting that would include room rental and any necessary A/V equipment. Stantec will also be available to moderate each meeting. Once complete, Stantec will draft minutes from the public meetings.

- Cultural Resource Impact Prediction Study – Stantec will conduct a study to provide baseline data and recommendations to inform FTA's consultation with the State Historic Preservation Officer (SHPO) or other interested parties. Stantec will develop a submission package for the FTA for submittal to the IL SHPO for their review.



- 3.10 Historic Resources – Stantec will examine readily available data pertinent to the history, prehistory, ethnography, and environment of the project alternative, including but not necessarily limited to the SHPO, local public library, historical society, or local university to develop a general understanding of the project alternative and how it may have changed through time, to identify previously recorded historic resources, and to generate the information and perspectives needed to predict the likely presence or absence of resources and the likely character of impacts, if any.
- 3.11 Stantec will identify experts and others likely to be interested in and knowledgeable about the history, archaeology, and culture of the area, including but not limited to relevant local government officials and offices, Indian tribal governments, academic interests, and state, local, and other historical, architectural, and archaeological organizations.
- 3.12 Stantec will inspect the proposed project alternative to the extent feasible from areas normally open to the public, and without conducting excavations or other modifications of the land, landscaping, buildings, or structures, to document the general character of each area and its buildings, structures, and other cultural features.
- 3.13 Archaeological Survey – Prior to conducting archaeological survey fieldwork, Stantec will complete a desktop analysis of the potential for archaeological resources. The Illinois State Museum maintains the Illinois Inventory of Archaeological Sites, an online archaeological site and project database, and Stantec maintains access to this online database. Stantec will conduct a site and project file search for the proposed alternative and those areas within a 0.25-mile perimeter.

Stantec will review the soil characteristics of the proposed alternative using the online USDA Web Soil Survey. The review will determine whether previous developments are noted to have impacted the soil stratigraphy of the parcels or whether the mapped soil type are erosional, have substantial profiles, or contain other aspects or conditions that could impact or preserve archaeological resources. The results of the online soils review will be incorporated into a preliminary assessment memo.

Stantec will review historical maps and aerial photographs available from online resources. The maps and aerial photographs will be reviewed for the presence of prior historic structures or evidence of prior disturbance within the proposed alternative. The results of the online map and aerial photograph review will be incorporated into a preliminary assessment memo.

Upon completion of the desktop analysis Stantec will conduct archaeological survey fieldwork. The archaeological survey will follow guidelines issued by the Illinois SHPO and will include pedestrian survey transects spaced at 5-meter intervals where bare ground surface visibility is above 25 percent. Based on information provided by the client and review of aerial imagery, the Project area appears to be cultivated agricultural land and Stantec assumes that the entire area subjected to archaeological survey will be above 25 percent ground surface visibility. Therefore, a prescribed interval shovel test protocol will not be necessary.

If areas below 25 percent bare ground surface visibility are encountered, the Illinois SHPO will require shovel tests to be excavated in a 15-meter (49-foot) grid, which amounts to approximately 16 shovel tests per acre. If field conditions would warrant the

need for shovel tests, each shovel test will minimally be 35 cm in diameter. Shovel tests will be excavated to a depth of 50 cm or culturally sterile soil, whichever is encountered first. Excavated soils will be screened through ¼-inch hardware cloth to ensure uniform recovery of cultural materials, if present. All shovel tests will be backfilled following documentation of findings on standardized recording forms. Each shovel test will be located by GPS using an instrument with sub-meter accuracy, and the shovel test will then be depicted on scaled and keyed project plan maps. Stantec assumes up to 16 shovel tests to complete the archaeological survey. If shovel tests are necessary, they can be provided for an additional cost on a time and materials basis at current rates.

Stantec anticipates that up to two archaeological sites will be identified during the archaeological survey. If additional archaeological sites are identified, Stantec will record and delineate them for an additional cost on a time and materials basis at current rates. The level of effort required to fully delineate and document an archaeological site is dependent upon the size and characteristics of the site identified. Therefore, Stantec assumes that each archaeological site will contain up to 50 artifacts. An archaeological site form provided by the Illinois State Museum will be completed and provided to the ISM for issuance of an official site number. Completion of the site form requires site documentation including site characteristics, representative photographs, and recordation of the site boundary using a GPS instrument and included on project plan maps. Any artifacts identified would remain the property of the landowner.

Any standing structures within or immediately adjacent to the Project area will be photographed from the Project area or publicly accessible roadways from the exterior only. Structure and photograph locations will be included in on project plan maps and a photograph log will be prepared.

Upon completion of field investigations, Stantec will prepare a draft Illinois SHPO Archaeological Survey Short Report (ASSR) form that will document the goals and objectives and the results, interpretations and recommendations of the investigation. The ASSR will contain supporting illustrations, including maps and photographs. Tabular data, as appropriate, and other supporting information will be appended. The memo will be prepared in draft and final versions

#### Assumptions:

This scope assumes that EEI will prepare materials for all public meetings. Stantec will provide any graphics that are needed for the NEPA compliance for your preparation.

This scope assumes Stantec will provide an initiation letter to the IL SHPO based upon the findings of the Cultural Resources Impact Prediction Report. If the IL SHPO determines additional studies are warranted, Stantec will submit a change order for these additional studies.

This scope assumes no archaeological or historic resources field work is part of the SOW unless outlined for the Cultural Resources Impact Prediction Report.

#### Task 3.0 Deliverables:

- NEPA EA Submittal Document

Meetings: Stantec will attend three (3) remote MS Teams meetings during this phase

4.1 30% Schematic Design Charrette –Stantec will commence conceptual design work associated with the Preferred Option developed during Master Planning, by again utilizing the design charrette process. The spatial relationships Stantec developed on past projects will be used to inform and speed the development of the facility.

During this charrette Stantec will explore various functional building layouts and approaches to the Bus Maintenance Facility design, and then again conduct daily review sessions over the course of up to three days, with your staff and/or users to review and gather additional input. 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 to enhance communication and efficiency, and the flow of the facility. With the inclusion of the Transfer Center on site, special attention will be given to safety both within the flow of the Maintenance and Operations building, but also between the two facilities and with the public site access. Stantec will develop 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. Major changes or significant deviations from the Site Master Plan are not expected to occur during this task - Should these occur, the design team shall re- evaluate the proposed adjustments and their impact; if any, to the schedule and professional fees quoted herein.

4.2 Development of the Schematic Design – Following the charrette, the entire Stantec design team will further develop the design. The work will be prepared in 3D Revit and will fix the size and design character of the building(s) and site work. As part of this process various studies on the layout and exterior façade design will be conducted and reviewed with the City before finalizing design in this phase. During this phase, we will further the incorporation of Stantec’s design team – structural, mechanical, plumbing, electrical, fueling and civil - to further refine space needs and primary concepts for each in a narrative report. Stantec recognizes that the design of any building(s) will have to be compliant with the City of DeKalb’s Architectural Design Guidelines to the extent required by the Planning Department.

4.3 EEI will perform the following tasks to prepare a Preliminary Site Plan in full compliance with City Codes, Ordinances and Specifications for improvements:

- In addition to the Boundary and Topographic Survey of the entire site that was completed in an earlier task, Boundary, Right of Way and Topographic Surveys of adjoining roadways requiring improvements, offsite areas necessary for utility extensions and any other areas necessary to fully develop and implement this project
- Agricultural Farm Tile Investigation (with sub-consultant)
- Sub-surface Soils & Road Cores Investigation (with sub-consultant)
- Preliminary Intersection Design Study and Existing/Future Traffic Analysis

- Preliminary Roadway Extension/Improvement Plans
- Preliminary Stormwater Management Calculations and Design
- Preliminary Utility Plans including Sanitary Sewer, Water, Storm Sewer and Source Identification for Electric, Natural Gas, Telephone and Fiber Optic
- Preliminary Site Grading and Site Parking/Circulation based on Stantec Facility Schematic and Ingress/Egress Points
- Incorporation of Site Lighting and Landscaping Elements prepared by Stantec

4.4 After development of the above Preliminary Plan and client review of this and the Stantec Facility Schematic Design, Detailed Preliminary Cost Estimates will be developed for the following categories of improvements:

- Erosion and Sedimentation Control
- Demolition
- Mass Earthwork
- Stormwater Management Facilities
- On-Site Utilities (Sanitary Sewer, Water Main, Storm Sewer)
- Off-Site Utilities (Sanitary Sewer, Storm Sewer)
- On-Site Parking Facility and Roadways
- Off-Site Roadways, Roadway Lighting, Intersections and Signalization

4.5 Industrial Equipment: Stantec's Industrial Design specialists will provide the following: a written narrative to document specific equipment requirements for each functional area or space. Drawings and floor plans showing industrial equipment throughout the project. Drawings will include preliminary schedule of equipment along with furnish and installation requirements. Preliminary equipment schedule will include equipment tag, description, and furnish/installation requirements. Outline specifications for industrial equipment to be included in specification table of contents. Outline specifications will identify equipment and include a brief description of equipment to be included in each section. Vertical Clearance Diagrams to convey critical clearance in various spaces such as Repair Bays and Wash Bays. (The City to provide safety data sheets (SDSs), also known as material safety data sheets (MSDSs), and monthly/annual fluid throughput data. Stantec will use SDSs to calculate bulk fluid tank sizes based on fluid throughput data.)

4.6 Industrial Equipment team will lead monthly Industrial Equipment Meetings with the Owner and key stakeholders to continue to identify specific equipment requirements for the facility. Meetings may focus on equipment drawings, equipment schedule(s), manufacturers, models, and accessories, dimensions, furnish and installation requirements, equipment budget, convenience compressed air outlets, and equipment specifications.

4.7 Fuel System: Stantec's fueling design team will provide 30% design documents that include a written narrative that describes the fuel system as defined in the Master

Planning sessions with the City. Outline specifications and drawings will be provided that include tank and dispenser layouts, environmental monitoring, and fuel management systems. The fueling system is assumed to be located outdoors under a canopy and it is assumed a code variance will not be required.

- 4.8 The building design will be entered into the block level energy model to start validating the overall energy efficiency of the proposed solutions. This includes modelling various building envelope constructions and building orientations to optimize the system sizing and annual energy impact of the various systems and building configurations. This ensures that the solutions are judged on the life cycle costs, not just first cost or peak load costs.
- 4.9 Stantec will also develop infrastructure impacts for the various charging system solutions. This ensures the final solutions take into account not only the charging hardware, but also the varying requirements of the MEPFP infrastructure to effectively enable the operation of the hardware.
- 4.10 30% Schematic Design Submittal – Stantec’s team will meet in person with the City to review the Draft Schematic Design Report and collect feedback. The review will include floor plans, elevations, basic sections, code analysis, major equipment locations and general sizing, and egress/ingress plans, as well as a review of the overall project schedule and preliminary cost estimate. Other engineering discipline concepts will be included in narrative form and with floor plans outlining the layout of primary systems. Plans include mechanical unit locations, electrical power plan(s), site utility plan, fueling equipment and layout plan, and structural system and sizing plans. Stantec intends to have our key disciplines in attendance, as needed. After the presentation, the City will have ten (10) business days to review the schematic drawings and narratives. Stantec will collect comments from the submittal and incorporate them into the final Schematic Design submittal. Stantec will issue written responses to comments identifying which have been incorporated, and which are noted for incorporation into future phase(s) of the project. Stantec’s team will review the matrix with the Client and develop consensus on how to incorporate each item before moving on to the next phase.
  - 4.10.1 Note: If the City chooses to engage the services of a 3<sup>rd</sup> Party Cost Estimator for value engineering, the Stantec team will work directly with that consultant by providing project information, including drawings, specifications and previously determined Basis of Design and project outcomes. Should the City continue to engage a 3<sup>rd</sup> Party Cost Estimator at each subsequent milestone, Stantec will provide the same information.
- 4.11 Final Submittal and Acceptance – after incorporation of draft report comments, Stantec’s team will submit the Final 30% Schematic Design Report. This will be both an electronic and hard copy submittal. The City will have five (5) additional days to review the Final 30% Schematic Design Report.
- 4.12 Opinion of Probable Cost: Stantec will work with our cost estimator to provide a



project cost estimate based on the Schematic Design of the site and the building. A MS Teams meeting to discuss the estimate will occur.

#### Task 4.0 Deliverables:

- 30% Building Schematic Design
  - Floor plans and adjacencies
  - Life Safety Plans
  - Finish Plans and Material Selections
  - Final site plan layout
  - Architectural and Engineering Systems Narratives (architectural, structural, mechanical, fueling, electrical, plumbing, civil, grading & drainage)
  - Geotechnical Boring Plan
  - Outline Specifications
  - Industrial Equipment Cost Estimate – includes equipment costs, estimated installation, and contingency
  - Revised Space Needs Program and Programming Report, as needed
- Schematic Renderings (up to three (3) building massing renderings, depicting up to (2) exterior building material options)
- Public Presentation and Materials (1 total)
- Opinion of Probable Cost at 30% SD by the Cost Estimator
- Meeting Minutes

Meetings: Stantec will attend two (2) onsite meetings (Building Charrette and 30% Schematic Design Review Meeting), and three (3) remote MS Teams meetings during this phase.

#### Task 5.0 FTA Grant Application Assistance

5.1 Stantec will provide assistance to the City of DeKalb on the development of a Federal FTA Grant Application to augment the available local and/or other available funding for the project. The process for developing the selected grant or grants is detailed in Attachment 2 to this Scope of Work document. The specific grant to be pursued will be determined jointly between Stantec team and the City during the application development process. The final deliverable for this Task is a complete application ready for submission to the regulating authority.

#### Task 6.0 Public Involvement

6.1 Within two (2) weeks of the project kick-off meeting, EEI will meet with the City to develop a Public Involvement Strategic Plan. The Plan will include, at a minimum, 1) list of key stakeholders, 2) description and schedule of public involvement activities (including those required for the Environmental Assessment) aligned with the overall project schedule for Part 2 and Part 3, 3) strategy for engaging each group of stakeholders, and 4) list of Public

Involvement materials (narratives, maps, sketches, etc.) to be developed by the EEI and other Stantec team members.

- 6.2 Within four (4) weeks of the project kick-off meeting EEI will meet with the City to present and discuss the Draft Public Involvement Strategic Plan. EEI will facilitate the meeting and solicit the City's ideas and preferences, which will be included in the Final Public Involvement Strategic Plan.
- 6.3 The Final Public Involvement Strategic Plan will be submitted to the City for review within two (2) weeks of the meeting described above. EEI will incorporate the City's comments into the Final Public Involvement Strategic Plan.
- 6.4 EEI and other Stantec team members will develop written material, maps, and sketches for the City to use in promoting the project and communicating the benefits of the project to key stakeholders during Part 2 of the project.

### **Scope of Services Phase 2, Part 3:**

#### **PART 3 – FINAL ARCHITECTURAL AND ENGINEERING DESIGN**

##### **Task 7.0          Design Development (DD)**

- 7.1 After receiving written approval from the City of the Schematic Design, Stantec will verify the systems and assumptions through specifying products, materials, systems sizes, and constructability of the building. The Design Team will verify decisions made in the schematic design, including:
  - Building space allocations
  - Operational adjacencies
  - Space requirements and access
  - Exterior building materials that will be a combination of aesthetically pleasing and functionally durable that minimizes maintenance
  - Building controls
  - Lighting fixture selection
  - Finish materials defined
  - Sizes and configurations of all structural elements will be finalized during this phase. Major changes or significant deviations from the 30% Schematic Design as presented are not expected. Should these occur, the design team shall re-evaluate the proposed adjustments and their impact, if any, to the schedule and professional fees quoted herein.
- 7.2 The Design Team will review infrastructure requirements for future battery electric buses and future charging stations.
- 7.3 Opinion of Probable Cost: Stantec will work with our cost estimator to provide a project cost estimate based on the Design Development of the site and the building. A MS Teams meeting to discuss the estimate will occur.
- 7.4 The Design Team will facilitate design meetings to review the design progress bi-weekly and provide meeting minutes.

7.5 Industrial Equipment Team will lead monthly industrial equipment meetings with the Owner and key stakeholders to continue to identify specific equipment requirements for the facility. Develop, compile, and distribute typical equipment-related coordination drawings. Some drawings may be developed and provided by equipment manufacturer/vendor.

Task 7.0 Deliverables:

- Design Development Drawings and Outline Specifications
- Opinion of Probable Cost at 60% DD by the Cost Estimator
- Meeting Minutes

Meetings: Stantec will attend one (1) onsite meeting (Design Development Review Meeting), and bi-weekly MS Teams meetings during this phase.

Task 8.0 Construction Documents (CD) and Final Design

8.1 Before beginning the construction documentation phase, the Design Team 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. All review comments and decisions from the drawings will be transposed by Stantec onto an Excel spreadsheet document. Stantec will continue coordination to make sure all disciplines are fully coordinated. All the disciplines will be fully engaged in the project delivery and coordination. Stantec will facilitate weekly coordination meetings. Our team focus will be finalizing the detailed design of the project to prepare for the Permitting/Construction Administration Phase and the addition of the contractor to the project. The Design Team will update the construction documents, including:

- Update and present an interior finishes package including finishes for each space within the facility.
- Develop Final Specifications. The City of DeKalb will provide Divisions 0 and 1.
- Coordinate and finalize the structural drawings to address the project's Architectural and MEP requirements.

Major changes or significant deviations from the 60% Design Development as presented are not expected. Should these occur, the design team shall re-evaluate the proposed adjustments and their impact, if any, to the schedule and professional fees quoted herein.

8.2 Opinion of Probable Cost: Stantec will work with our cost estimator to provide a project cost estimate based on the 90% Construction Documents of the site and the building. A MS Teams meeting to discuss the estimate will occur.

8.3 The Design Team will assist the City with Bid support. As a part of bid support, Stantec will assist the County with review of bid prices. Typically, assistance is provided in the form of comparing scopes and proposed alternates or exclusions outlined by bidders.

#### Task 8.0 Deliverables:

- Geotechnical Report for the Project Site
- Construction Document Drawings and Specifications (90% and 100%)
- Final Equipment Schedule
- Final Finish Boards
- Opinion of Probable Cost Estimate at 90% Construction Document stage
- All associated documentation
- Meeting Minutes

Meetings: Stantec will attend one (1) onsite meeting (Construction Document Review Meeting), and bi-weekly MS Teams meetings during this phase.

#### Task 9.0 Public Involvement

9.1 EEI will attend meetings and facilitate public meetings as designated in the Public Involvement Strategic Plan (above). The following list of meetings are anticipated for Part 3 (not including the meeting described above).

- 9.1.1 Prepare materials and participate in one (1) public meeting to announce commencement of the project. Topics will include the need for the project, its benefits to the community and the overall schedule. The Site Selection Process will be described along with an explanation of the opportunities for public involvement throughout the project.
- 9.1.2 Prepare materials and participate in one (1) public meeting to present the results of Site Selection Process and conduct Scoping for the Selected Site.
- 9.1.3 Prepare materials and participate in one (1) public meeting to present the draft EA and take comments that will be addressed in the final EA.
- 9.1.4 Prepare materials and participate in one (1) public meeting to present the final EA and solicit public input to the preliminary plans for Part 2.
- 9.1.5 A total of five (5) stakeholder meetings to communicate the benefits of the project and receive concerns of the key stakeholders.

#### **Scope of Services Phase 3, Part 4:**

PART FOUR (4) – PERMITTING SERVICES, CONSTRUCTION PHASE SERVICES, COMMISSIONING AND PROJECT CLOSE OUT/WARRANTY

*Scope for this Part to be established at a future date.*

### **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.
- Charrette facilities shall be provided and coordinated by the City.
- 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 to be coordinated at the time of topographic survey.

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:

- Design and permitting of buildings and/or site improvements not specifically included in this Scope
- Legal Services
- Real Estate/property negotiations
- Rezoning
- Design of Intersection Improvements or Signalization Upgrades at Glidden Road and Dresser Road other than re-striping of existing traffic lanes on Glidden Road. Dresser Road improvements are included up to the existing Glidden Road pavement.

## **Project Schedule**

<b>Phase 2 Tasks</b>		<b>Duration</b>
Task 1.0	Project Kick-Off, Project Management, and Team Coordination	2 weeks
Task 2.0	Master Planning	4 weeks
	DeKalb Review	2 weeks
Task 3.0	Preparation of NEPA Documentation*	
Task 4.0	Schematic Design (SD)	12 weeks
	DeKalb Review	2 weeks
Task 5.0	FTA Grant Application Assistance*	
Task 6.0	Public Involvement*	
Task 7.0	Design Development (DD)	16 weeks
	DeKalb Review	2 weeks
Task 8.0	Construction Documents (CD) and Final Design	16 weeks
	DeKalb Review	2 weeks
	Bidding Support	4 weeks
Task 9.0	Public Involvement*	

\*Task is concurrent with other tasks.

Schedule assumes receipt of purchase order by 4/1/2023.

**Fee Schedule**

Tasks		Basic Services Fees	Expenses	Subconsultants
<b>Part Two (2)</b>				
Task 1.0	Project Kick-Off, Project Management, and Team Coordination	\$15,186	\$0	\$8,200
Task 2.0	Master Planning	\$104,419	\$11,616	\$13,552
Task 3.0	Preparation of NEPA Documentation	\$105,674	\$3,927	\$924
Task 4.0	Schematic Design (SD)	\$514,896	\$13,028	\$208,987
Task 5.0	FTA Grant Application Assistance	\$7,128	\$100	\$22,604
Task 6.0	Public Involvement	\$9,692	\$1,157	\$18,760
<b>Sub-Total Part Two (2)</b>		<b>\$756,995</b>	<b>\$29,828</b>	<b>\$273,027</b>
<b>Part Three (3)</b>				
Task 7.0	Design Development (DD)	\$709,856	\$11,028	\$12,108
Task 8.0	Construction Documents (CD) and Final Design	\$901,504	\$11,028	\$259,831
Task 9.0	Public Involvement	\$9,692	\$1,157	\$14,738
<b>Sub-Total Part Three (3)</b>		<b>\$1,621,052</b>	<b>\$23,213</b>	<b>\$286,677</b>
<b>TOTAL DESIGN SERVICE FEE</b>		<b>\$2,378,047</b>	<b>\$53,041</b>	<b>\$559,704</b>



**Exhibit B:**  
**Pricing Proposal**





## Exhibit B:

### Price Summary

City of DeKalb  
New Maintenance & Operations Facility  
SUMMARY

February 21, 2023

Task	Stantec Total	Reimbursable Expenses (Travel, Lodging, Meals, Reproduction Prints, etc)	Civil Engineering (Engineering Enterprises, Inc.)	Geotechnical Engineering (Subconsultant to EEI)	AG Farm Tile Investigation (Subconsultant to EEI)	Landscape Architecture (Daniel Weinbach & Partners)	Funding Strategy & Grant Writing (MCA)	Cost Estimating (Middleton Construction Consulting)	Totals
<b>Billing Level</b>									
<b>PART TWO (2)</b>									
Task 1.0: Project Kick-Off, Project Management, and Team Coordination	\$ 15,186.00	\$ -	\$ 3,236.00			\$ 1,028.00	\$ 3,936.00		\$ 23,386.00
Task 2.0: Master Planning	\$ 104,419.00	\$ 11,616.00	\$ 12,240.00			\$ -	\$ 1,312.00		\$ 129,587.00
Task 3.0: Preparation of NEPA Documentation	\$ 105,674.00	\$ 3,927.00	\$ 924.00			\$ -	\$ -		\$ 110,525.00
Task 4.0: Schematic Design (SD)	\$ 514,896.00	\$ 13,028.00	\$ 135,127.00	\$ 28,000.00	\$ 12,500.00	\$ 9,000.00	\$ -	\$ 24,360.00	\$ 736,911.00
Task 5.0: FTA Grant Application Assistance	\$ 7,128.00	\$ 100.00	\$ 924.00			\$ -	\$ 21,680.00		\$ 29,832.00
Task 6.0: Public Involvement	\$ 9,692.00	\$ 1,157.00	\$ 18,760.00			\$ -	\$ -		\$ 29,609.00
Subtotal Part Two (2)	\$ 756,995.00	\$ 29,828.00	\$ 171,211.00	\$ 28,000.00	\$ 12,500.00	\$ 10,028.00	\$ 26,928.00	\$ 24,360.00	\$ 1,059,850.00
<b>PART THREE (3)</b>									
Task 7.0: Design Development (DD)	\$ 709,856.00	\$ 11,028.00	\$ 2,218.00			\$ 9,890.00	\$ -		\$ 732,992.00
Task 8.0: Construction Documents (CD) and Final Design	\$ 901,504.00	\$ 11,028.00	\$ 208,391.00			\$ 10,960.00	\$ -	\$ 40,480.00	\$ 1,172,363.00
Task 9.0: Public Involvement	\$ 9,692.00	\$ 1,157.00	\$ 14,738.00			\$ -	\$ -		\$ 25,587.00
Subtotal Part Three (3)	\$ 1,621,052.00	\$ 23,213.00	\$ 225,347.00	\$ -	\$ -	\$ 20,850.00	\$ -	\$ 40,480.00	\$ 1,930,942.00
<b>TOTAL</b>	\$ 2,378,047.00	\$ 53,041.00	\$ 396,558.00	\$ 28,000.00	\$ 12,500.00	\$ 30,878.00	\$ 26,928.00	\$ 64,840.00	\$ 2,990,792.00



**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 of 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 2004/13 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 foreach 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 00010 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.



**Exhibit D:**

**Federally Required Clauses**





## FTA Clauses

**Fly America Requirements** – Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating 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. Contractor shall 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 shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

**Buy America Requirements** – Applicability – Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000)

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content for FY2016 and FY2017, a minimum 65% domestic content for FY2018 and FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

**Charter Bus Requirements** – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, “Charter Service,” 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

**School Bus Requirements** – School Bus Requirements – Applicability – Operational Service





Contracts. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Pursuant to 69 USC 5323(f) or (g) as amended by MAP-21, 23 USC 133, 23 USC 142, and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles, or facilities.

Violations. If a Recipient or any Third-Party Participant that has operated school bus service in violation of FTA's School Bus laws and regulations, FTA may: (1) Require the Recipient or Third-Party Participant to take such remedial measures as FTA considers appropriate, or (2) Bar the Recipient or Third Party Participant from receiving Federal transit funds.

**Cargo Preference** - Use of US-Flag Vessels – Applicability – Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.) c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material, or commodities by ocean vessel.

**Seismic Safety** – Applicability – Construction of new buildings or additions to existing buildings. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

**Energy Conservation** – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

**Clean Water** – Applicability – All Contracts and Subcontracts over \$250,000. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to



the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$250,000 financed in whole or in part with FTA assistance.

**Bus Testing** – Applicability – Rolling Stock/Turnkey

Contractor [manufacturer] shall comply with 49 USC A5323(c) and FTA's implementing regulation 49 CFR 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall **provide a copy of the final test report** to the recipient prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the US before Oct. 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

**Pre-Award & Post-Delivery Audit Requirements** - Applicability – Rolling Stock/Turnkey

Contractor shall comply with 49 USC 5323(l) and FTA's implementing regulation 49 CFR 663 and submit the following certifications:

- 1) Buy America Requirements: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:
  - A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
  - B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
  - C. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.



- D. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

**Lobbying** – Applicability - Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000

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.

**Access to Records and Reports** – Applicability – As shown below. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)  
The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.
3. 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 an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General



or their authorized representatives, 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.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) 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 recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

**Federal Changes** – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the recipient and FTA, as they may be amended or promulgated from time to time during the term of the contract.

Contractor's failure to comply shall constitute a material breach of the contract.

**Bonding Requirements** – Applicability – For those construction or facility improvement contracts or subcontracts exceeding \$250,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A





"payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:

- (1) 50% of the contract price if the contract price is not more than \$1 million;
- (2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- (3) \$2.5 million if the contract price is more than \$5 million.

d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

#### Bid Bond Requirements (Construction)

(a) Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient).

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and (Recipient's) total damages, so as to make (Recipient) whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive. Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds



1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).

2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than \$1 million.

(ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(iii) Two and one half million if the contract price is more than \$5 million.

2. If the original contract price is \$5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the (Recipient's) interest.

(a) The following situations may warrant a performance bond:

1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).

2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.

3. Substantial progress payments are made before delivery of end items starts.

4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).

2. The (Recipient) may require additional performance bond protection when a contract price is



increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:

- (i) Fifty percent of the contract price if the contract price is not more than \$1 million;
- (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- (iii) Two and one half million if the contract price is increased.

#### Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

#### Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

#### Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final



Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

**Clean Air** – Applicability – All contracts over \$250,000. 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. 2) Contractor shall include these requirements in each subcontract exceeding \$250,000 financed in whole or in part with FTA assistance.

**Recycled Products** – Applicability – All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**Davis-Bacon and Copeland Anti-Kickback Acts** – Applicability -Construction contracts and subcontracts, including actual construction, alteration and/or repair, including decorating and painting, over \$2,000

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all





times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed. (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30- day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification. (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) The work to be performed by the classification requested is



not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination. (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the grantee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid



(including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the recipient for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section. (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code. (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any





further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved. (ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits,



trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility - (i) By entering into this contract, contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon



Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in 18 USC 1001.

**Contract Work Hours & Safety Standards Act** – Applicability – Contracts over \$250,000

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

**No Government Obligation to Third Parties** - Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the



contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**Program Fraud and False or Fraudulent Statements or Related Acts** – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, 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 FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**Termination** – Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$250,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of





performance set forth in the contract.

If it is later determined by the recipient that 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 contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions

If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient 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 the recipient 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 the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.





If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make



an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, 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. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

**Government-wide Debarment and Suspension (Nonprocurement)** – Applicability – Contracts over \$25,000

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C.

§ 6101 note, (b) It will review the U.S. GSA "System for Award Management," [https:// www.sam.gov](https://www.sam.gov), if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2

C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the:

(a) FTA Regional Counsel for the Region in which the Recipient is located or implements the



Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

**Contracts Involving Federal Privacy Act Requirements** – Applicability - When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

**Civil Rights Requirements**– Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit



Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance, and

2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with FTA Circular 4704.1 other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing. (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe.

Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer”.

(3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note,





d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third-Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of Map-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third-party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under Map-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or



activities receiving Federal funds, (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and  
(5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,” (c) 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 individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,



i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

**Breaches and Dispute Resolution** – Applicability – All contracts over \$250,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, 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 therefore shall be made in writing to such other party within ten days 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 recipient and 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 residing State.

Rights and Remedies - 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 recipient or 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.

**Patent and Rights Data** –



Contracts involving experimental, developmental, or research work (\$10,000 or less, except for construction contracts over \$2,000).

## Patent Rights

### A. General. The Recipient agrees that:

(1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable: (a) Invention, (b) Improvement, or (c) Discovery, (2) The Federal Government's rights arise when the patent or patentable information is: (a) Conceived under the Project, or (b) Reduced to practice under the Project, and (3) When a patent is issued or patented information becomes available as described in Patent Rights section A(2), the Recipient agrees to: (a) Notify FTA immediately, and (b) Provide a detailed report satisfactory to FTA,

### B. Federal Rights. The Recipient agrees that:

(1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and (2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient's status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in: (a) 35 U.S.C. § 200 et seq., and (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401, and

### C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

(1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing.

## Rights in Data and Copyrights

A. Definition of "Subject Data." means recorded information: (1) Copyright. Whether or not copyrighted, and (2) Delivery. That is delivered or specified to be delivered under the Underlying Agreement,

B. Examples of "Subject Data." Examples of "subject data": (1) Include, but are not limited to: (a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and





associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but (2) Do not include: (a) Financial reports, (b) Cost analyses, or (c) Other similar information used for Project administration,

C. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient's Project supported by the Underlying Agreement: (1) Prohibitions. The Recipient may not: (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or (b) Permit others to do so, but (2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to: (a) Publications or reproductions for the Recipient's own internal use, (b) An institution of higher learning, (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or (d) The portion of data that has the Federal Government's prior written consent for release,

D. Federal Rights in Data and Copyrights. The Recipient agrees that: (1) License Rights. The Recipient must provide a license to its "subject data" to the Federal Government, which license is: (a) Royalty-free, (b) Non-exclusive, and (c) Irrevocable, (2) Uses. The Federal Government's license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and

E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third Party Participants, therefore, the Recipient agrees that: (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet, (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request, (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third Party Participants at any tier of the Project, either FTA's copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing, (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA, (5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes "subject data" and must be delivered as the Federal Government may direct, but (6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the Recipient's use, and (b) Acquired with FTA capital program funding,

F. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19: (1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing,



G. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that: (1) Violation by Recipient. (a) If it willfully or intentionally violates any: 1 Proprietary rights, 2 Copyrights, or 3 Right of privacy, and (b) Its violation occurs from any of the following uses of Project data: 1 Publication, 2 Translation, 3 Reproduction, 4 Delivery, 5 Use, or 6 Disposition, then (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of: 1 The Federal Government's officers acting within the scope of their official duties, 2 The Federal Government's employees acting within the scope of their official duties, and 3 Federal Government's agents acting within the scope of their official duties, but (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights section G(1) if: (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or (b) State law. If indemnification is prohibited or limited by applicable State law,

H. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either: (1) Implies a license to the Federal Government under any patent, or (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

I. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless: (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential," and

J. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by: (1) The Freedom of Information Act, 5 U.S.C. § 552, (2) Another applicable Federal law requiring access to Project records, (3) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," specifically 49 C.F.R. § 19.36(d), or (4) Other applicable Federal regulations and guidance pertaining to access to Project records.

**Transit Employee Protective Provisions** – Applicability – Contracts for transit operations except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

Public Transportation Employee Protective Arrangements. The Recipient agrees that 49 U.S.C. § 5333(b) requires employee protective arrangements to be in place as a condition of award of FTA assistance made available or appropriated for FTA programs involving public transportation operations. U.S. DOL recognizes the following categories of arrangements:

(1) U.S. DOL Certification. When its Project involves public transportation operations and is financed with funding made available or appropriated for 49 U.S.C. §§ 5307, 5309, 5312, 5337,



or 5339, as amended by Map-21, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a Certification of employee protective arrangements before FTA may provide financial assistance for the Project. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must carry out the Project as provided in its U.S. DOL Certification, which contains the terms and conditions that U.S. DOL has determined to be fair and equitable to protect the interests of any employees affected by the Project, (b) It must comply with 49 U.S.C. § 5333(b), and any future amendments thereto, (c) It will follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29

C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (d) It must comply with the terms and conditions of the U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, including: 1 Alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and

(e) It must comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement for the Project: 1 The U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, 2 The documents cited in that U.S. DOL certification for the Project, 3 Any alternative comparable arrangements that U.S. DOL has specified for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, (2) Special Warranty. When its Project involves public transportation operations, and is financed with funding made available or appropriated for 49 U.S.C. § 5311, as amended by Map-21, for former 49 U.S.C. § 5311 in effect in FY 2012, or a previous fiscal year, or for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, U.S. DOL will provide a Special Warranty for those projects, including projects under the Tribal Transit Program. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must comply with Federal transit laws, specifically 49 U.S.C. § 5333(b),

(b) Follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29

C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (c) It will comply with the U.S. DOL Special Warranty for its Project that is most current on the date when it executed the Underlying Agreement, and documents cited therein, including: 1 Any alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and (d) It will comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement: 1 The U.S. DOL Special Warranty for its Project, 2 Documents cited in that Special Warranty, 3 Alternative comparable arrangements U.S. DOL specifies for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, and (3) Special Arrangements for 49 U.S.C. § 5310 Projects. The Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not "necessary or appropriate" to apply the conditions of 49 U.S.C. § 5333(b) to Subrecipients participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make the following exceptions: (a) FTA will make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and (b) FTA reserves the right to make other



exceptions as it deems appropriate.

**Disadvantaged Business Enterprise (DBE)** – Applicability – Contracts over \$10,000 awarded on the basis of a bid or proposal offering to use DBEs

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 recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

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 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 municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors 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.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. 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 recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient 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 recipient.

**Prompt Payment** – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)





The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

**Incorporation of Federal Transit Administration (FTA) Terms** – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT- required contractual provisions, as stated in FTA Circular 4220.1F, 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 request that would cause the recipient to be in violation of FTA terms and conditions.

**Drug & Alcohol Abuse and Testing** – Applicability – Operational service contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants), " 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182, b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by Map-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

**Other Federal Requirements:**

**Full and Open Competition** – In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be conducted in a manner that provides full and open competition.

**Prohibition Against Exclusionary or Discriminatory Specifications** – Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

**Conformance with ITS National Architecture** – Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 etseq.,



January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

**Access Requirements for Persons with Disabilities** – Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy.

Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

**Notification of Federal Participation** – To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

**Interest of Members or Delegates to Congress** - No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

**Ineligible Contractors and Subcontractors** - Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

**Other Contract Requirements** - To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

**Compliance With Federal Regulations** - Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as 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.



**Real Property** - Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**Access to Services for Persons with Limited English Proficiency** - To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

**Environmental Justice** - Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

**Environmental Protections** – Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

**Geographic Information and Related Spatial Data** – Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

### **Geographic Preference**

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201 ).



### **Organizational Conflicts of Interest**

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

**Federal Single Audit Requirements for State Administered Federally Aid Funded Projects** Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

**Veterans Preference.** As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a





disability, or a former employee.

**Safe Operation of Motor Vehicles.**

a. **Seat Belt Use.** The Recipient agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

(1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and

(2) Including a “Seat Belt Use” provision in each third party agreement related to the Award.

b. **Distracted Driving, Including Text Messaging While Driving.** The Recipient agrees to comply with:

(1) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225),

(2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009, and

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(a) **Safety.** The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,

(b) **Recipient Size.** The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and

(c) **Extension of Provision.** The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

**Catalog of Federal Domestic Assistance (CFDA) Identification Number**

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

**The CFDA number for the Federal Transit Administration.** Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit

Organizations,” (replaced with 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form



(SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

## **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 2, Parts 2 and 3**

**February 21, 2023**

### **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.

Stantec completed Phase 1, Part 1 of the project which focused on the Site Selection process. The City identified three (3) areas within City limits for the Stantec team to evaluate. Each site was evaluated via a weighted evaluation matrix that included a set of parameters determined jointly by Stantec and the City of DeKalb. Examples included site size, location, egressing, deadhead impact, on and off-site needs, acquisition cost, and its complement to the surrounding environment including applicable historical context. Following that process, the Dresser Road site scored the highest. A Site Selection Committee established by the City reviewed the report and scoring matrix and brought it to the City Counsel for formal vote. The City Council elected to move forward with the Dresser Road site as the future Operations Facility location. The facility design assumption is based on a present-day value of \$25 Million with approximately 50,000 SF for an Administration, Operations, and Maintenance Facility building and 210,000 SF for exterior paratransit and standard bus parking, CDL training lot, fuel yard, and employee and visitor parking.

The following scope of services corresponds directly to Phase 2, Parts 2 and 3 regarding the City's intent for Stantec to provide full architectural and engineering design for the Operations Facility.

Part 2 shall include master site planning, FTA NEPA documentation, schematic building design, Federal grant application assistance, and preliminary budgetary cost estimating. Part 3 focuses on the Final Architectural and Engineering construction documents.

Scope of services and fee development for bid phase services, construction administration, commissioning and project close-out (Part Four of the RFQ), hereafter referred to as Phase 3, 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 2, Part 2:**

PART 2 – FACILITY SCHEMATIC AND SITE LAYOUT, DETAILED COST ESTIMATE, FTA GRANT APPLICATION ASSISTANCE, PREPARATION OF NEPA DOCUMENTS

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

- 1.1 Within two (2) 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 1.0 Deliverables:**

- Kick-Off Meeting Minutes
- Project schedule and subsequent updates

Stantec will attend one (1) remote MS Teams meeting during this phase.

**Task 2.0 Master Planning**

The West Dresser Road site is identified by PINs 08-10-300-017, -028 & -046, owned by the City of DeKalb.

- 2.1 Site Survey – The Design Team will prepare an updated boundary and topography survey for the Dresser Road site, unless DeKalb City can provide one in electronic format and is less than six (6) months old.
- 2.2 Planning & Zoning Entitlement Assessment & Information Review – The site master planning task 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. The review will include planning and zoning requirements and limitations currently relevant to the West Dresser Road site. The City will provide any agreements that are in addition to the existing Zoning documents that may result in site limitations or additional development restrictions.
- 2.3 Wetland Delineation – The Project wetland scientist, using methods described in the U.S. Army Corps of Engineers (USACE) Midwest Regional Supplement to the USACE Wetland Delineation Manual, will conduct a field delineation to determine existing wetland boundaries within the approximately 12-acre study limits. This task includes one mobilization to conduct a field assessment of surface hydrology, observations of soil redoximorphic features and a plant community characterization. Wetland boundaries identified in the field will be mapped using a Global Positioning System (GPS) with sub-meter accuracy. The presence of any other Waters of the U.S. (streams) located within the study limits will also be determined. GPS data will be transferred to aerial photography and electronic shapefiles will be provided. Following completion of the fieldwork, a report of the wetland and waterway findings will be prepared that will be suitable for submittal to the USACE as part of a Joint Section 404 permit application. The report will include data and documentation required by the USACE, including aerial photographs showing wetland boundaries, numeric coordinates of wetland and waterway locations, data sheets for sampling locations and a description of methods used. Final delineation of wetland boundaries will be indicated on aerial photography. This task does not include preparation of a Joint Section 404/401 application, or wetland mitigation design assistance; however, these services are available upon request at current billing rates.

This task is based on the following assumptions: 1) Stantec staff will have access to the site upon proper and timely notification of such site visit(s) to the City of Dekalb; 2) The City of Dekalb will be responsible for obtaining landowner permission to access the study limits and Stantec will not need to contact landowners; 3) The fieldwork will be conducted in the spring prior to the crops being taller than knee-height or in fall following crop harvest to ensure safe and efficient access within the study limits; 4) The fieldwork will be completed in one mobilization and no additional site visits will be required; 5) Stantec will address one round of comments on the draft report; 6) On-

site meetings with the USACE, or other regulatory agencies, are not included in this task and if needed would be considered an extra service at current billing rates.

2.4 Site Master Planning Charrette – Stantec’s first interactive charrette/workshop begins here, and the process will generally proceed as follows:

- 2.4.1 The Stantec team will convene in DeKalb and conduct a charrette with staff to identify key considerations from the City that will drive development towards a Preferred Site Master Plan option for current and future phases. The Stantec team may prepare site plan options in advance to share with the City’s team at the onset of the charrette. Over the course of up to three (3) days, Stantec’s team will develop alternative plans which Stantec will pin up on the walls and discuss the merits and challenges of each.
- 2.4.2 Each day, two-hour pin-up/review sessions will be conducted with a select group of department staff for collecting direct feedback on each master plan reviewed.
- 2.4.3 Stantec will capture the feedback and develop a series of alternate master plan options for review by the Client at the following day’s review session.
- 2.4.4 At the end of the charrette, or shortly thereafter, a Preferred Site Master Plan Option will be selected by the City for development by the Stantec team. This plan will include basic building footprints, general site constraints, vehicle and pedestrian circulation patterns, entry/egress locations and routes, yard and facility safety, conceptual identification of program yard requirements, and functional adjacencies between all. At the City’s request, Stantec and the City’s Project Manager will review the Preferred Site Master Plan with the City Manager or his designee, either during the charette process or upon its conclusion.

2.5 Sustainability Charrette – Stantec will lead a workshop specifically to identify sustainable strategies appropriate for the facility and site. The workshop will be attended by our major systems disciplines and we will review opportunities for water, energy, and material conservation in the context of the site and each building. Stantec will review the opportunities for on-site power generation and co-generation systems that can serve the entire site, along with other strategies Stantec has successfully employed in other facilities that are well-suited for this type of facility. It is our understanding the City is desirous of incorporating LEED principles into the design of this facility and wants to evaluate the potential scorecard and level of certification. The Design Team will prepare a rough order of magnitude cost estimate for the various achievable LEED levels.

2.6 Phasing (Consideration for Future Growth) – The goal of this project is to develop, design and deliver a facility that will serve the City’s current and future service needs. This approach however may outweigh the current available funding and potential grant

funding awards. Stantec will design a functional and highly efficient project / plan that may be used immediately, and for many years before a future phase is constructed. If necessary, Stantec will develop a phasing plan so that, depending on the ultimate funding schedule for future needs, these components can smoothly grow onto the site with minimal or no disruption to current operations, and in such a way that the user groups will ultimately be able to work most efficiently and effectively together.

- 2.7 Based on the input from the City's operations and maintenance staff and correlating to industry best practices, energy efficiency goals and the Team's design experience, the Design Team will create a discipline-by-discipline Basis of Design narrative to outline the current operational and maintenance issues and concerns and recommend a design approach and proposed solutions that will address current issues while incorporating current best practices and energy and design code requirements.
- 2.8 Development of a Preferred Master Plan and Draft Report – Following the charrette, the design team will develop the preferred master plan. The work will be prepared by hand and in AutoCAD/Revit and will incorporate the size, program, and design character of the site. During this phase, we will begin incorporating additional disciplines from Stantec's design team - structural, mechanical, and electrical - to identify space needs and primary concepts for each. The information will be captured in a narrative report.
  - 2.8.1 Estimated Equipment Cost – Develop an estimated equipment cost based on similar facility types and sizes. Equipment budget may be used for initial cost estimate, if required, and traced throughout the project.
- 2.9 Presentation and Review – Stantec will meet in person with the City to review the Draft Master Plan Report and collect feedback. The review will include all components of the report, including overall project schedule and preliminary cost estimate. Stantec intends to have our key sub-consultants in attendance, as needed. After the meeting, the City will have ten (10) business days to review the Draft Master Plan Report and provide additional feedback.
- 2.10 Master Plan Report Revisions – Stantec will collect comments from the Draft presentation and from the 10-day review period. All comments will be incorporated into the final Master Plan Report. Stantec will issue written responses to comments, identifying which comments have been incorporated, and which are noted for incorporation into future phase(s) of the project. Stantec will review the matrix with the Client and with the Deputy City Manager (or his designee).
- 2.11 Final Submittal and Acceptance – after incorporation of the draft report comments,



Stantec will submit the Final Master Plan Report for approval. This will be both an electronic and hard copy submittal.

**Task 2.0 Deliverables:**

- Site Survey
- Project schedule and subsequent updates
- Master Planning
  - Master Plan and Sustainability Charrette Documentation
  - Final Master Plan (all buildings/departments)
    - Conceptual Building Massing, including Conceptual Renderings (up to (2) building massing renderings, depicting up to (2) exterior building material options)
  - Matrix of various proposed systems with their corresponding energy and life-cycle costs
  - Discipline Design Narratives (Equipment, MEP&FP, Structural, Fueling)
  - Preliminary Design and Construction Schedule
  - LEED Checklists, as required
  - Background information (including environmental, data collected, etc.)

Meetings: Stantec will attend three (3) onsite meetings (Master Planning Charrette, Sustainability Charrette, and Presentation), and three (3) remote MS Teams meetings during this phase

**Task 3.0 Preparation of NEPA Documentation**

3.1 Environmental Documentation – Stantec will prepare an Environmental Assessment (EA) in accordance with the regulations set forth by the Council on Environmental Quality of the National Environmental Policy Act (NEPA), Title 40 CFR 1500-1508; and the Federal Transit Authority (FTA) Implementing Regulations (23 CFR 771). Based on current information about the site it has been determined that the proposed project will not qualify for a Categorical Exclusion therefore this scope includes the activities necessary to prepare an Environmental Assessment. In addition, to the No Action Alternative, Stantec will analyze impacts associated with one action alternative for the proposed site located at the preferred site on Dresser Road.

Stantec will succinctly describe the existing environmental setting (Affected Environment) and then analyze the potential direct and indirect impacts (Environmental Consequences) to the human environment for acquiring additional land (direct impacts). We will also analyze potential impacts associated with the proposed action and other projects that have occurred or are planned that may cumulatively affect the environment.

The EA will focus on consequential environmental issues and avoid inclusion of extraneous background data. Measures to be implemented to mitigate adverse impacts will also be described. Findings in the EA will be presented in a sensitive manner using language and graphics targeted at a lay audience. The findings of this document will allow FTA to issue a Finding of No Significant Impact (FONSI) (anticipated) or determine that an Environmental Impact Statement is required.

For the EA, Stantec will:

- Provide an Executive Summary that provides a broad overview of the project, purpose and need, and environmental impacts
- Describe the purpose and need for the proposed action including background information
- Describe alternatives to the proposed action, including a summary of alternatives considered and dismissed. Alternatives considered and dismissed to be provided by FTA.
- Describe the affected environment (existing environmental conditions) on and in the vicinity of the site. Stantec will identify those resources that will be analyzed in detail and provide justification for resources that would be dismissed from detailed analysis.
- Assess potential direct, indirect, and cumulative environmental consequences (impacts) on the human environment arising from the proposed action, including short- and long-term impacts. Any impact that may constitute a major or significant impact Stantec will identify if impacts can be mitigated below a level of significance.
- Assess, where appropriate, potential mitigation measures that would avoid, minimize, or offset the environmental impacts. This would include identifying any regulatory or permitting requirements associated with the proposed action. These requirements will be included in an appendix to the EA, in tabular form.
- Maintain an Administrative Record that will include all information obtained and utilized for preparation of the EA including technical data, agency coordination letters and records of telephone interviews, and other background information.

3.2 Data Collection – Stantec will identify and compile all existing data sources and baseline information and conduct a review of all pertinent existing documentation with respect to the potentially affected area(s). Stantec will utilize existing, available data to the maximum extent possible. Data collection will be qualitative except where noted. If data gaps are identified, Stantec will immediately notify The City of Dekalb. Stantec will conduct a site visit during the kick-off meeting for this project.

3.3 Prepare Draft EA – Stantec will compile the Environmental Assessment in compliance with the National Environmental Policy Act of 1969, as amended. The document will include color graphics and maps. At a minimum the EA will include a Cover Sheet/Abstract, Project Description and Background Information, Description of Alternatives, Description of Existing Conditions and Environmental Consequences, List of Reference, List of Preparers, Distribution List, and Appendices.

Impact topics to be addressed will include those listed in the SOW provided by the EA and will be broken into the following categories:

- A. Aesthetics -- Stantec will assess the aesthetics and visual resources in the vicinity of the alternative sites and provide an analysis of potential effects of the proposed project on existing vistas.
- B. Air quality – existing conditions will be described based on existing DC and EPA data. Impacts will be assessed at a qualitative level and will include impacts from construction and long-term operation. Based on existing uses and planned

improvements, it is not anticipated that air quality modeling will be required for the EA.

- C. Cultural Resources: Archeology: Stantec will describe impacts in terms of potential to impact archeological resources and historic resources.
- D. Geology and Soils: Using existing, available geologic reports, soil surveys, maps, and other data from previous studies, Stantec will describe the existing site geology, topography, and soils, and analyze their compatibility with future land uses under each of the alternatives under consideration. Stantec will document the presence or absence of soils regulated under the Federal Farmland Protection Policy Act (FPPA) (7 CFR Part 658 of July 5, 1984 and as superseded by the Farmland Protection Policy Act Final Rule of June 17, 1994). *Stantec will not conduct geotechnical studies as part of this project.*
- E. Hydrology and Water Quality: impacts to these resources will be described based on proposed action.
- F. Natural/Ecological Features (vegetation, and wildlife): Stantec will describe the existing vegetation and urban wildlife associated with the site and describe potential impacts to these habitats resulting from the proposed project. Stantec will undertake agency coordination to comply with Section 7 of the Endangered Species Act. Stantec will request a review by the U.S. Fish and Wildlife Agency for records of species or their habitat in the vicinity of proposed project. Stantec will not prepare a Section 7 Biological Assessment nor undertake extensive agency coordination for this task. Critical habitats, if present, will be documented and options for habitat preservation will be discussed.
- G. Noise: Stantec will describe the existing conditions. Impacts will be assessed at a qualitative level and will include impacts from construction and long-term operation.
- H. Land Use: Stantec will describe the existing land use and proposed zoning on the proposed site and describe potential impacts on land use and zoning resulting from the proposed action.
- I. Floodplains, Wetlands, and Coastal Zone Management: Stantec will describe the existing environment in relation to floodplains and wetlands. Stantec will then analyze the impacts to these resources resulting from the proposed action. Stantec understands that the City of DeKalb is outside the coastal zone. No studies would be performed for this. Detailed studies and delineation/inventory of existing features are not included in this SOW.
- J. Social and Economic Effects - The EA will describe the existing social and economic environment in the vicinity of the site, and will describe potential impacts to these resources from construction and operational activities. Economic analysis will be qualitative. Economic modeling is not part of this scope of work.
- K. Community Facilities and Services – The EA will describe existing community facilities and services in the vicinity of the site, and will describe potential impacts to these resources from construction and operational activities.

- L. Solid Waste/Hazardous Materials: The EA will describe existing sources of solid waste and potential increases or decreases to solid waste volumes, including construction related impacts. Stantec will utilize any studies performed by the FTA (e.g., Phase I Environmental Site Assessment). No hazardous materials studies will be undertaken as part of the EA preparation.
- M. Transportation – Existing conditions will be described based on observations of the surrounding roadway network. This scope assumes Stantec will utilize pre and post construction provided by others.
- N. Utilities – Stantec will describe existing utilities on and adjacent to the proposed site. We will describe impacts resulting from the proposed action. Field locations of existing utilities will not be performed.
- O. Environmental Justice – The EA will describe the socioeconomic makeup of the area surrounding the site and will describe any potential for disproportionately high and adverse human health or environmental effects on minority populations and low-income populations.
- P. Cumulative Impacts - A description of past, present, and reasonably foreseeable future projects will be considered in the cumulative impact scenario and cumulative effects analysis. Stantec will write the cumulative effects analysis in accordance with the “x” + “y”= “z” approach method.

Stantec will provide an electronic version of the Draft EA in MS Word with line and page numbering to the City of Dekalb for review and comment. After the review, Stantec will revise the document to address the comments received. A back check electronic copy of the Draft EA will be submitted to the City of Dekalb for review. Stantec assumes two preliminary drafts of the EA will be required.

Stantec will prepare a draft Notice of Availability (NOA) for review and approval by the City of Dekalb. After the review, Stantec will revise the NOA to address the comments received. With City of Dekalb approval, Stantec will also publish a Notice of Availability in one newspaper of the City’s choice for three consecutive days, one of which will be a Sunday.

- 3.4 Prepare Final EA/FONSI – Provided no significant impacts are determined, Stantec will prepare a Final EA that addresses all substantive comments received during the public review of the EA. Stantec will respond, in the Final EA, to all substantive comments received on the Draft EA.
- 3.5 Stantec will also prepare a Finding of No Significant Impact (FONSI). Stantec will provide an electronic version of the Final EA/FONSI in MS Word with line and page numbering to the City for review and comment. After the review, Stantec will revise the document to address the government’s comments. A back check electronic copy of the Final EA/FONSI will be submitted to VA for review. Stantec assumes one preliminary drafts of the Final EA will be required.

Stantec will prepare a draft Notice of Availability (NOA) for review and approval by the City. After the review, Stantec will revise the NOA to address the comments received. With City approval, Stantec will also publish a Notice of Availability in one newspaper

of the City's choice.

- 3.6 Administrative Record – Stantec will maintain an Administrative Record that will include all technical data, correspondence, agency coordination letters, and records of telephone interviews, and other background information used in preparation of the EA. A draft Administrative Record will be submitted to the City for review and comment. Stantec will revise the Administrative Record to address the government's comments. Stantec will provide an electronic version of the Administrative Record and any hard copies, as necessary.
- 3.7 Quality Control – Stantec believes that a quality product is the key to the successful performance of a contract. Stantec has developed quality assurance and quality control (QA/QC) procedures to reduce the need to correct work and to ensure timely and efficient completion of all tasks and subtasks required by the City. Stantec applies ISO 9001 quality management practices to all of our projects. Our 10-point Project Management System guides our projects from the onset of the project, through development of deliverables, through project closeout. From the very onset of the notice to proceed, we will work with the City to ensure that we have a complete understanding of your needs for the project as a whole.
- 3.8 Meetings and Project Coordination – Stantec will attend an internal kick-off meeting with the City team members. This meeting will include a discussion of available information, format for deliverables, and schedule. Stantec assumes that up to two team members will attend this meeting.
- 3.9 Public Involvement – As significant public involvement is anticipated for this EA, Stantec will send out coordination letters to the community, key stakeholders, government agencies, Native American tribes and the State Historic Preservation Officer to inform them of public involvement opportunities. Stantec will develop the coordination letter and will provide the letters to the City for review and comment. After the review, Stantec will make any changes necessary, prior to issuance.

In addition, if necessary, Stantec will provide support for up to four Public Information Meetings (to be outlined in the Public Involvement Strategic Plan). For each meeting, Stantec will prepare a two-page draft public information bulletin for review and approval by the City. After the review, Stantec will revise the document to address the government's comments. A back check electronic copy of the Final public information bulletin will be submitted to City for review. Stantec assumes one preliminary draft of the public information bulletin will be required. Once approved, the City will be responsible for distributing the bulletin to interested parties. Stantec will prepare items for a public meeting that would include room rental and any necessary A/V equipment. Stantec will also be available to moderate each meeting. Once complete, Stantec will draft minutes from the public meetings.

- Cultural Resource Impact Prediction Study – Stantec will conduct a study to provide baseline data and recommendations to inform FTA's consultation with the State Historic Preservation Officer (SHPO) or other interested parties. Stantec will develop a submission package for the FTA for submittal to the IL SHPO for their review.

- 3.10 Historic Resources – Stantec will examine readily available data pertinent to the history, prehistory, ethnography, and environment of the project alternative, including but not necessarily limited to the SHPO, local public library, historical society, or local university to develop a general understanding of the project alternative and how it may have changed through time, to identify previously recorded historic resources, and to generate the information and perspectives needed to predict the likely presence or absence of resources and the likely character of impacts, if any.
- 3.11 Stantec will identify experts and others likely to be interested in and knowledgeable about the history, archaeology, and culture of the area, including but not limited to relevant local government officials and offices, Indian tribal governments, academic interests, and state, local, and other historical, architectural, and archaeological organizations.
- 3.12 Stantec will inspect the proposed project alternative to the extent feasible from areas normally open to the public, and without conducting excavations or other modifications of the land, landscaping, buildings, or structures, to document the general character of each area and its buildings, structures, and other cultural features.
- 3.13 Archaeological Survey – Prior to conducting archaeological survey fieldwork, Stantec will complete a desktop analysis of the potential for archaeological resources. The Illinois State Museum maintains the Illinois Inventory of Archaeological Sites, an online archaeological site and project database, and Stantec maintains access to this online database. Stantec will conduct a site and project file search for the proposed alternative and those areas within a 0.25-mile perimeter.

Stantec will review the soil characteristics of the proposed alternative using the online USDA Web Soil Survey. The review will determine whether previous developments are noted to have impacted the soil stratigraphy of the parcels or whether the mapped soil type are erosional, have substantial profiles, or contain other aspects or conditions that could impact or preserve archaeological resources. The results of the online soils review will be incorporated into a preliminary assessment memo.

Stantec will review historical maps and aerial photographs available from online resources. The maps and aerial photographs will be reviewed for the presence of prior historic structures or evidence of prior disturbance within the proposed alternative. The results of the online map and aerial photograph review will be incorporated into a preliminary assessment memo.

Upon completion of the desktop analysis Stantec will conduct archaeological survey fieldwork. The archaeological survey will follow guidelines issued by the Illinois SHPO and will include pedestrian survey transects spaced at 5-meter intervals where bare ground surface visibility is above 25 percent. Based on information provided by the client and review of aerial imagery, the Project area appears to be cultivated agricultural land and Stantec assumes that the entire area subjected to archaeological survey will be above 25 percent ground surface visibility. Therefore, a prescribed interval shovel test protocol will not be necessary.

If areas below 25 percent bare ground surface visibility are encountered, the Illinois SHPO will require shovel tests to be excavated in a 15-meter (49-foot) grid, which amounts to approximately 16 shovel tests per acre. If field conditions would warrant the



need for shovel tests, each shovel test will minimally be 35 cm in diameter. Shovel tests will be excavated to a depth of 50 cm or culturally sterile soil, whichever is encountered first. Excavated soils will be screened through ¼-inch hardware cloth to ensure uniform recovery of cultural materials, if present. All shovel tests will be backfilled following documentation of findings on standardized recording forms. Each shovel test will be located by GPS using an instrument with sub-meter accuracy, and the shovel test will then be depicted on scaled and keyed project plan maps. Stantec assumes up to 16 shovel tests to complete the archaeological survey. If shovel tests are necessary, they can be provided for an additional cost on a time and materials basis at current rates.

Stantec anticipates that up to two archaeological sites will be identified during the archaeological survey. If additional archaeological sites are identified, Stantec will record and delineate them for an additional cost on a time and materials basis at current rates. The level of effort required to fully delineate and document an archaeological site is dependent upon the size and characteristics of the site identified. Therefore, Stantec assumes that each archaeological site will contain up to 50 artifacts. An archaeological site form provided by the Illinois State Museum will be completed and provided to the ISM for issuance of an official site number. Completion of the site form requires site documentation including site characteristics, representative photographs, and recordation of the site boundary using a GPS instrument and included on project plan maps. Any artifacts identified would remain the property of the landowner.

Any standing structures within or immediately adjacent to the Project area will be photographed from the Project area or publicly accessible roadways from the exterior only. Structure and photograph locations will be included in on project plan maps and a photograph log will be prepared.

Upon completion of field investigations, Stantec will prepare a draft Illinois SHPO Archaeological Survey Short Report (ASSR) form that will document the goals and objectives and the results, interpretations and recommendations of the investigation. The ASSR will contain supporting illustrations, including maps and photographs. Tabular data, as appropriate, and other supporting information will be appended. The memo will be prepared in draft and final versions

#### Assumptions:

This scope assumes that EEl will prepare materials for all public meetings. Stantec will provide any graphics that are needed for the NEPA compliance for your preparation.

This scope assumes Stantec will provide an initiation letter to the IL SHPO based upon the findings of the Cultural Resources Impact Prediction Report. If the IL SHPO determines additional studies are warranted, Stantec will submit a change order for these additional studies.

This scope assumes no archaeological or historic resources field work is part of the SOW unless outlined for the Cultural Resources Impact Prediction Report.

#### Task 3.0 Deliverables:

- NEPA EA Submittal Document

Meetings: Stantec will attend three (3) remote MS Teams meetings during this phase

#### Task 4.0      Schematic Design (SD)

4.1 30% Schematic Design Charrette –Stantec will commence conceptual design work associated with the Preferred Option developed during Master Planning, by again utilizing the design charrette process. The spatial relationships Stantec developed on past projects will be used to inform and speed the development of the facility.

During this charrette Stantec will explore various functional building layouts and approaches to the Bus Maintenance Facility design, and then again conduct daily review sessions over the course of up to three days, with your staff and/or users to review and gather additional input. 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 to enhance communication and efficiency, and the flow of the facility. With the inclusion of the Transfer Center on site, special attention will be given to safety both within the flow of the Maintenance and Operations building, but also between the two facilities and with the public site access. Stantec will develop 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. Major changes or significant deviations from the Site Master Plan are not expected to occur during this task - Should these occur, the design team shall re-evaluate the proposed adjustments and their impact; if any, to the schedule and professional fees quoted herein.

4.2 Development of the Schematic Design – Following the charrette, the entire Stantec design team will further develop the design. The work will be prepared in 3D Revit and will fix the size and design character of the building(s) and site work. As part of this process various studies on the layout and exterior façade design will be conducted and reviewed with the City before finalizing design in this phase. During this phase, we will further the incorporation of Stantec's design team – structural, mechanical, plumbing, electrical, fueling and civil - to further refine space needs and primary concepts for each in a narrative report. Stantec recognizes that the design of any building(s) will have to be compliant with the City of DeKalb's Architectural Design Guidelines to the extent required by the Planning Department.

4.3 EEI will perform the following tasks to prepare a Preliminary Site Plan in full compliance with City Codes, Ordinances and Specifications for improvements:

- In addition to the Boundary and Topographic Survey of the entire site that was completed in an earlier task, Boundary, Right of Way and Topographic Surveys of adjoining roadways requiring improvements, offsite areas necessary for utility extensions and any other areas necessary to fully develop and implement this project
- Agricultural Farm Tile Investigation (with sub-consultant)
- Sub-surface Soils & Road Cores Investigation (with sub-consultant)
- Preliminary Intersection Design Study and Existing/Future Traffic Analysis

- Preliminary Roadway Extension/Improvement Plans
- Preliminary Stormwater Management Calculations and Design
- Preliminary Utility Plans including Sanitary Sewer, Water, Storm Sewer and Source Identification for Electric, Natural Gas, Telephone and Fiber Optic
- Preliminary Site Grading and Site Parking/Circulation based on Stantec Facility Schematic and Ingress/Egress Points
- Incorporation of Site Lighting and Landscaping Elements prepared by Stantec

4.4 After development of the above Preliminary Plan and client review of this and the Stantec Facility Schematic Design, Detailed Preliminary Cost Estimates will be developed for the following categories of improvements:

- Erosion and Sedimentation Control
- Demolition
- Mass Earthwork
- Stormwater Management Facilities
- On-Site Utilities (Sanitary Sewer, Water Main, Storm Sewer)
- Off-Site Utilities (Sanitary Sewer, Storm Sewer)
- On-Site Parking Facility and Roadways
- Off-Site Roadways, Roadway Lighting, Intersections and Signalization

4.5 Industrial Equipment: Stantec's Industrial Design specialists will provide the following: a written narrative to document specific equipment requirements for each functional area or space. Drawings and floor plans showing industrial equipment throughout the project. Drawings will include preliminary schedule of equipment along with furnish and installation requirements. Preliminary equipment schedule will include equipment tag, description, and furnish/installation requirements. Outline specifications for industrial equipment to be included in specification table of contents. Outline specifications will identify equipment and include a brief description of equipment to be included in each section. Vertical Clearance Diagrams to convey critical clearance in various spaces such as Repair Bays and Wash Bays. (The City to provide safety data sheets (SDSs), also known as material safety data sheets (MSDSs), and monthly/annual fluid throughput data. Stantec will use SDSs to calculate bulk fluid tank sizes based on fluid throughput data.)

4.6 Industrial Equipment team will lead monthly Industrial Equipment Meetings with the Owner and key stakeholders to continue to identify specific equipment requirements for the facility. Meetings may focus on equipment drawings, equipment schedule(s), manufacturers, models, and accessories, dimensions, furnish and installation requirements, equipment budget, convenience compressed air outlets, and equipment specifications.

4.7 Fuel System: Stantec's fueling design team will provide 30% design documents that include a written narrative that describes the fuel system as defined in the Master

Planning sessions with the City. Outline specifications and drawings will be provided that include tank and dispenser layouts, environmental monitoring, and fuel management systems. The fueling system is assumed to be located outdoors under a canopy and it is assumed a code variance will not be required.

- 4.8 The building design will be entered into the block level energy model to start validating the overall energy efficiency of the proposed solutions. This includes modelling various building envelope constructions and building orientations to optimize the system sizing and annual energy impact of the various systems and building configurations. This ensures that the solutions are judged on the life cycle costs, not just first cost or peak load costs.
- 4.9 Stantec will also develop infrastructure impacts for the various charging system solutions. This ensures the final solutions take into account not only the charging hardware, but also the varying requirements of the MEPFP infrastructure to effectively enable the operation of the hardware.
- 4.10 30% Schematic Design Submittal – Stantec’s team will meet in person with the City to review the Draft Schematic Design Report and collect feedback. The review will include floor plans, elevations, basic sections, code analysis, major equipment locations and general sizing, and egress/ingress plans, as well as a review of the overall project schedule and preliminary cost estimate. Other engineering discipline concepts will be included in narrative form and with floor plans outlining the layout of primary systems. Plans include mechanical unit locations, electrical power plan(s), site utility plan, fueling equipment and layout plan, and structural system and sizing plans. Stantec intends to have our key disciplines in attendance, as needed. After the presentation, the City will have ten (10) business days to review the schematic drawings and narratives. Stantec will collect comments from the submittal and incorporate them into the final Schematic Design submittal. Stantec will issue written responses to comments identifying which have been incorporated, and which are noted for incorporation into future phase(s) of the project. Stantec’s team will review the matrix with the Client and develop consensus on how to incorporate each item before moving on to the next phase.
- 4.10.1 Note: If the City chooses to engage the services of a 3<sup>rd</sup> Party Cost Estimator for value engineering, the Stantec team will work directly with that consultant by providing project information, including drawings, specifications and previously determined Basis of Design and project outcomes. Should the City continue to engage a 3<sup>rd</sup> Party Cost Estimator at each subsequent milestone, Stantec will provide the same information.
- 4.11 Final Submittal and Acceptance – after incorporation of draft report comments, Stantec’s team will submit the Final 30% Schematic Design Report. This will be both an electronic and hard copy submittal. The City will have five (5) additional days to review the Final 30% Schematic Design Report.
- 4.12 Opinion of Probable Cost: Stantec will work with our cost estimator to provide a

project cost estimate based on the Schematic Design of the site and the building. A MS Teams meeting to discuss the estimate will occur.

#### Task 4.0 Deliverables:

- 30% Building Schematic Design
  - Floor plans and adjacencies
  - Life Safety Plans
  - Finish Plans and Material Selections
  - Final site plan layout
  - Architectural and Engineering Systems Narratives (architectural, structural, mechanical, fueling, electrical, plumbing, civil, grading & drainage)
  - Geotechnical Boring Plan
  - Outline Specifications
  - Industrial Equipment Cost Estimate – includes equipment costs, estimated installation, and contingency
  - Revised Space Needs Program and Programming Report, as needed
- Schematic Renderings (up to three (3) building massing renderings, depicting up to (2) exterior building material options)
- Public Presentation and Materials (1 total)
- Opinion of Probable Cost at 30% SD by the Cost Estimator
- Meeting Minutes

Meetings: Stantec will attend two (2) onsite meetings (Building Charrette and 30% Schematic Design Review Meeting), and three (3) remote MS Teams meetings during this phase.

#### Task 5.0 FTA Grant Application Assistance

5.1 Stantec will provide assistance to the City of DeKalb on the development of a Federal FTA Grant Application to augment the available local and/or other available funding for the project. The process for developing the selected grant or grants is detailed in Attachment 2 to this Scope of Work document. The specific grant to be pursued will be determined jointly between Stantec team and the City during the application development process. The final deliverable for this Task is a complete application ready for submission to the regulating authority.

#### Task 6.0 Public Involvement

6.1 Within two (2) weeks of the project kick-off meeting, EEI will meet with the City to develop a Public Involvement Strategic Plan. The Plan will include, at a minimum, 1) list of key stakeholders, 2) description and schedule of public involvement activities (including those required for the Environmental Assessment) aligned with the overall project schedule for Part 2 and Part 3, 3) strategy for engaging each group of stakeholders, and 4) list of Public

Involvement materials (narratives, maps, sketches, etc.) to be developed by the EEI and other Stantec team members.

- 6.2 Within four (4) weeks of the project kick-off meeting EEI will meet with the City to present and discuss the Draft Public Involvement Strategic Plan. EEI will facilitate the meeting and solicit the City's ideas and preferences, which will be included in the Final Public Involvement Strategic Plan.
- 6.3 The Final Public Involvement Strategic Plan will be submitted to the City for review within two (2) weeks of the meeting described above. EEI will incorporate the City's comments into the Final Public Involvement Strategic Plan.
- 6.4 EEI and other Stantec team members will develop written material, maps, and sketches for the City to use in promoting the project and communicating the benefits of the project to key stakeholders during Part 2 of the project.

### **Scope of Services Phase 2, Part 3:**

#### **PART 3 – FINAL ARCHITECTURAL AND ENGINEERING DESIGN**

##### **Task 7.0 Design Development (DD)**

- 7.1 After receiving written approval from the City of the Schematic Design, Stantec will verify the systems and assumptions through specifying products, materials, systems sizes, and constructability of the building. The Design Team will verify decisions made in the schematic design, including:

- Building space allocations
- Operational adjacencies
- Space requirements and access
- Exterior building materials that will be a combination of aesthetically pleasing and functionally durable that minimizes maintenance
- Building controls
- Lighting fixture selection
- Finish materials defined
- Sizes and configurations of all structural elements will be finalized during this phase.

Major changes or significant deviations from the 30% Schematic Design as presented are not expected. Should these occur, the design team shall re-evaluate the proposed adjustments and their impact, if any, to the schedule and professional fees quoted herein.

- 7.2 The Design Team will review infrastructure requirements for future battery electric buses and future charging stations.
- 7.3 Opinion of Probable Cost: Stantec will work with our cost estimator to provide a project cost estimate based on the Design Development of the site and the building. A MS Teams meeting to discuss the estimate will occur.
- 7.4 The Design Team will facilitate design meetings to review the design progress bi-weekly and provide meeting minutes.



7.5 Industrial Equipment Team will lead monthly industrial equipment meetings with the Owner and key stakeholders to continue to identify specific equipment requirements for the facility. Develop, compile, and distribute typical equipment-related coordination drawings. Some drawings may be developed and provided by equipment manufacturer/vendor.

Task 7.0 Deliverables:

- Design Development Drawings and Outline Specifications
- Opinion of Probable Cost at 60% DD by the Cost Estimator
- Meeting Minutes

Meetings: Stantec will attend one (1) onsite meeting (Design Development Review Meeting), and bi-weekly MS Teams meetings during this phase.

Task 8.0 Construction Documents (CD) and Final Design

8.1 Before beginning the construction documentation phase, the Design Team 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. All review comments and decisions from the drawings will be transposed by Stantec onto an Excel spreadsheet document. Stantec will continue coordination to make sure all disciplines are fully coordinated. All the disciplines will be fully engaged in the project delivery and coordination. Stantec will facilitate weekly coordination meetings. Our team focus will be finalizing the detailed design of the project to prepare for the Permitting/Construction Administration Phase and the addition of the contractor to the project. The Design Team will update the construction documents, including:

- Update and present an interior finishes package including finishes for each space within the facility.
- Develop Final Specifications. The City of DeKalb will provide Divisions 0 and 1.
- Coordinate and finalize the structural drawings to address the project's Architectural and MEP requirements.

Major changes or significant deviations from the 60% Design Development as presented are not expected. Should these occur, the design team shall re-evaluate the proposed adjustments and their impact, if any, to the schedule and professional fees quoted herein.

8.2 Opinion of Probable Cost: Stantec will work with our cost estimator to provide a project cost estimate based on the 90% Construction Documents of the site and the building. A MS Teams meeting to discuss the estimate will occur.

8.3 The Design Team will assist the City with Bid support. As a part of bid support, Stantec will assist the County with review of bid prices. Typically, assistance is provided in the form of comparing scopes and proposed alternates or exclusions outlined by bidders.

**Task 8.0 Deliverables:**

- Geotechnical Report for the Project Site
- Construction Document Drawings and Specifications (90% and 100%)
- Final Equipment Schedule
- Final Finish Boards
- Opinion of Probable Cost Estimate at 90% Construction Document stage
- All associated documentation
- Meeting Minutes

Meetings: Stantec will attend one (1) onsite meeting (Construction Document Review Meeting), and bi-weekly MS Teams meetings during this phase.

**Task 9.0 Public Involvement**

9.1 EEI will attend meetings and facilitate public meetings as designated in the Public Involvement Strategic Plan (above). The following list of meetings are anticipated for Part 3 (not including the meeting described above).

- 9.1.1 Prepare materials and participate in one (1) public meeting to announce commencement of the project. Topics will include the need for the project, its benefits to the community and the overall schedule. The Site Selection Process will be described along with an explanation of the opportunities for public involvement throughout the project.
- 9.1.2 Prepare materials and participate in one (1) public meeting to present the results of Site Selection Process and conduct Scoping for the Selected Site.
- 9.1.3 Prepare materials and participate in one (1) public meeting to present the draft EA and take comments that will be addressed in the final EA.
- 9.1.4 Prepare materials and participate in one (1) public meeting to present the final EA and solicit public input to the preliminary plans for Part 2.
- 9.1.5 A total of five (5) stakeholder meetings to communicate the benefits of the project and receive concerns of the key stakeholders.

**Scope of Services Phase 3, Part 4:**

PART FOUR (4) – PERMITTING SERVICES, CONSTRUCTION PHASE SERVICES, COMMISSIONING AND PROJECT CLOSE OUT/WARRANTY

*Scope for this Part to be established at a future date.*

### **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.
- Charrette facilities shall be provided and coordinated by the City.
- 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 to be coordinated at the time of topographic survey.

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:

- Design and permitting of buildings and/or site improvements not specifically included in this Scope
- Legal Services
- Real Estate/property negotiations
- Rezoning
- Design of Intersection Improvements or Signalization Upgrades at Glidden Road and Dresser Road other than re-striping of existing traffic lanes on Glidden Road. Dresser Road improvements are included up to the existing Glidden Road pavement.

### **Project Schedule**

<b>Phase 2 Tasks</b>		<b>Duration</b>
Task 1.0	Project Kick-Off, Project Management, and Team Coordination	2 weeks
Task 2.0	Master Planning	4 weeks
	DeKalb Review	2 weeks
Task 3.0	Preparation of NEPA Documentation*	
Task 4.0	Schematic Design (SD)	12 weeks
	DeKalb Review	2 weeks
Task 5.0	FTA Grant Application Assistance*	
Task 6.0	Public Involvement*	
Task 7.0	Design Development (DD)	16 weeks
	DeKalb Review	2 weeks
Task 8.0	Construction Documents (CD) and Final Design	16 weeks
	DeKalb Review	2 weeks
	Bidding Support	4 weeks
Task 9.0	Public Involvement*	

\*Task is concurrent with other tasks.

Schedule assumes receipt of purchase order by 4/1/2023.

**Fee Schedule**

Tasks		Basic Services Fees	Expenses	Subconsultants
<b>Part Two (2)</b>				
Task 1.0	Project Kick-Off, Project Management, and Team Coordination	\$15,186	\$0	\$8,200
Task 2.0	Master Planning	\$104,419	\$11,616	\$13,552
Task 3.0	Preparation of NEPA Documentation	\$105,674	\$3,927	\$924
Task 4.0	Schematic Design (SD)	\$514,896	\$13,028	\$208,987
Task 5.0	FTA Grant Application Assistance	\$7,128	\$100	\$22,604
Task 6.0	Public Involvement	\$9,692	\$1,157	\$18,760
<b>Sub-Total Part Two (2)</b>		<b>\$756,995</b>	<b>\$29,828</b>	<b>\$273,027</b>
<b>Part Three (3)</b>				
Task 7.0	Design Development (DD)	\$709,856	\$11,028	\$12,108
Task 8.0	Construction Documents (CD) and Final Design	\$901,504	\$11,028	\$259,831
Task 9.0	Public Involvement	\$9,692	\$1,157	\$14,738
<b>Sub-Total Part Three (3)</b>		<b>\$1,621,052</b>	<b>\$23,213</b>	<b>\$286,677</b>
<b>TOTAL DESIGN SERVICE FEE</b>		<b>\$2,378,047</b>	<b>\$53,041</b>	<b>\$559,704</b>

City of DeKalb  
New Maintenance & Operations Facility  
**SUMMARY**

February 21, 2023

Task	Stantec Total	Reimbursable Expenses (Travel, Lodging, Meals, Reproduction Prints, etc)	Civil Engineering (Engineering Enterprises, Inc.)	Geotechnical Engineering (Subconsultant to EEI)	AG Farm Tile Investigation (Subconsultant to EEI)	Landscape Architecture (Daniel Weinbach & Partners)	Funding Strategy & Grant Writing (MCA)	Cost Estimating (Middleton Construction Consulting)	Totals
<b>Billing Level</b>									
<b>PART TWO (2)</b>									
Task 1.0: Project Kick-Off, Project Management, and Team Coordination	\$ 15,186.00	\$ -	\$ 3,236.00			\$ 1,028.00	\$ 3,936.00		\$ 23,386.00
Task 2.0: Master Planning	\$ 104,419.00	\$ 11,616.00	\$ 12,240.00			\$ -	\$ 1,312.00		\$ 129,587.00
Task 3.0: Preparation of NEPA Documentation	\$ 105,674.00	\$ 3,927.00	\$ 924.00			\$ -	\$ -		\$ 110,525.00
Task 4.0: Schematic Design (SD)	\$ 514,896.00	\$ 13,028.00	\$ 135,127.00	\$ 28,000.00	\$ 12,500.00	\$ 9,000.00	\$ -	\$ 24,360.00	\$ 736,911.00
Task 5.0: FTA Grant Application Assistance	\$ 7,128.00	\$ 100.00	\$ 924.00			\$ -	\$ 21,680.00		\$ 29,832.00
Task 6.0: Public Involvement	\$ 9,692.00	\$ 1,157.00	\$ 18,760.00			\$ -	\$ -		\$ 29,609.00
Subtotal Part Two (2)	\$ 756,995.00	\$ 29,828.00	\$ 171,211.00	\$ 28,000.00	\$ 12,500.00	\$ 10,028.00	\$ 26,928.00	\$ 24,360.00	\$ 1,059,850.00
<b>PART THREE (3)</b>									
Task 7.0: Design Development (DD)	\$ 709,856.00	\$ 11,028.00	\$ 2,218.00			\$ 9,890.00	\$ -		\$ 732,992.00
Task 8.0: Construction Documents (CD) and Final Design	\$ 901,504.00	\$ 11,028.00	\$ 208,391.00			\$ 10,960.00	\$ -	\$ 40,480.00	\$ 1,172,363.00
Task 9.0: Public Involvement	\$ 9,692.00	\$ 1,157.00	\$ 14,738.00			\$ -	\$ -		\$ 25,587.00
Subtotal Part Three (3)	\$ 1,621,052.00	\$ 23,213.00	\$ 225,347.00	\$ -	\$ -	\$ 20,850.00	\$ -	\$ 40,480.00	\$ 1,930,942.00
<b>TOTAL</b>	\$ 2,378,047.00	\$ 53,041.00	\$ 396,558.00	\$ 28,000.00	\$ 12,500.00	\$ 30,878.00	\$ 26,928.00	\$ 64,840.00	\$ 2,990,792.00



City of DeKalb  
New Maintenance & Operations Facility  
**PROJECT MANAGEMENT & ARCHITECTURE**

Task	Project Personnel (Hrs)										Stantec Labor Total	Reimbursable Expenses (Travel, Lodging, Meals, Reproduction Prints, etc)	Totals
	Principal In Charge	Senior PM	Project Architect	Project Designer	Project Designer	Intern Architect	Specs	QA/QC	Senior Interiors	Admin			
Employee Name	Ken Anderson	Greg Shipley	Shani Chambers	Toshea Shouse	Barb Berastegui	Emeka Obioha	Richard Brown	Mark Bowles	Amanda Sargeant	Sandy Messa			
Employee Labor Rate	\$ 259.00	\$ 220.00	\$ 187.00	\$ 161.00	\$ 195.00	\$ 155.00	\$ 250.00	\$ 161.00	\$ 187.00	\$ 161.00			
<b>PART TWO (2)</b>													
Task 1.0: Project Kick-Off, Project Management, and Team Coordination	4	40								10	\$ 11,446.00	\$ -	\$ 11,446.00
Task 2.0: Master Planning	40	56	56	56	56						\$ 53,088.00	\$ 3,984.00	\$ 57,072.00
Task 3.0: Preparation of NEPA Documentation	4	20	12								\$ 7,680.00	\$ 100.00	\$ 7,780.00
Task 4.0: Schematic Design (SD)	20	120	192	384	60	480	20	20	144		\$ 250,556.00	\$ 2,028.00	\$ 252,584.00
Task 5.0: FTA Grant Application Assistance		12	24								\$ 7,128.00	\$ 100.00	\$ 7,228.00
Task 6.0: Public Involvement	8	20		20							\$ 9,692.00	\$ 1,157.00	\$ 10,849.00
<b>SUBTOTAL HOURS (Part Two (2))</b>	76	268	284	460	116	480	20	20	144	10	1,878		
<b>SUBTOTAL LABOR (Part Two (2))</b>	\$19,684.00	\$58,960.00	\$53,108.00	\$74,060.00	\$22,620.00	\$74,400.00	\$5,000.00	\$3,220.00	\$26,928.00	\$1,610.00			
											\$ 339,590.00	\$ 7,369.00	\$ 346,959.00
<b>PART THREE (3)</b>													
Task 7.0: Design Development (DD)	20	192	256	448	40	640	60	20	320	9	\$ 353,929.00	\$ 2,028.00	\$ 355,957.00
Task 8.0: Construction Documents (CD) and Final Design	20	240	320	560	40	800	80	40	320	11	\$ 427,831.00	\$ 2,028.00	\$ 429,859.00
Task 9.0: Public Involvement	8	20		20							\$ 9,692.00	\$ 1,157.00	\$ 10,849.00
<b>SUBTOTAL HOURS (Part Three (3))</b>	48	452	576	1028	80	1440	140	60	640	20	4484		
<b>SUBTOTAL LABOR (Part Three (3))</b>	\$12,432.00	\$99,440.00	\$107,712.00	\$165,508.00	\$15,600.00	\$223,200.00	\$35,000.00	\$9,660.00	\$119,680.00	\$3,220.00			
											\$ 791,452.00	\$ 5,213.00	\$ 796,665.00
<b>TOTAL HOURS</b>	124	720	860	1,488	196	1,920	160	80	784	30	6,362		
<b>DIRECT LABOR COST</b>	\$32,116.00	\$158,400.00	\$160,820.00	\$239,568.00	\$38,220.00	\$297,600.00	\$40,000.00	\$12,880.00	\$146,608.00	\$4,830.00			
											\$ 1,131,042.00	\$ 12,582.00	\$ 1,143,624.00

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	\$ 187.00	\$ 147.00	\$ 120.00	\$ 180.00			
<b>PART TWO (2)</b>							
Task 1.0: Project Kick-Off, Project Management, and Team Coordination					\$ -	\$ -	\$ -
Task 2.0: Master Planning	50	79	120		\$ 35,363.00	\$ 5,500.00	\$ 40,863.00
Task 3.0: Preparation of NEPA Documentation					\$ -	\$ -	\$ -
Task 4.0: Schematic Design (SD)	16	87	169	10	\$ 37,861.00	\$ 6,500.00	\$ 44,361.00
Task 5.0: FTA Grant Application Assistance					\$ -	\$ -	\$ -
Task 6.0: Public Involvement					\$ -	\$ -	\$ -
<b>SUBTOTAL HOURS (Part Two (2))</b>	<b>66</b>	<b>166</b>	<b>289</b>	<b>10</b>	<b>531</b>		
<b>SUBTOTAL LABOR (Part Two (2))</b>	<b>\$12,342.00</b>	<b>\$24,402.00</b>	<b>\$34,680.00</b>	<b>\$1,800.00</b>			
					<b>\$ 73,224.00</b>	<b>\$ 12,000.00</b>	<b>\$ 85,224.00</b>
<b>PART THREE (3)</b>							
Task 7.0: Design Development (DD)	35	110	188	28	\$ 50,315.00	\$ 3,000.00	\$ 53,315.00
Task 8.0: Construction Documents (CD) and Final Design	17	96	170	28	\$ 42,731.00	\$ 3,000.00	\$ 45,731.00
Task 9.0: Public Involvement					\$ -	\$ -	\$ -
<b>SUBTOTAL HOURS (Part Three (3))</b>	<b>52</b>	<b>206</b>	<b>358</b>	<b>56</b>	<b>672</b>		
<b>SUBTOTAL LABOR (Part Three (3))</b>	<b>\$9,724.00</b>	<b>\$30,282.00</b>	<b>\$42,960.00</b>	<b>\$10,080.00</b>			
					<b>\$ 93,046.00</b>	<b>\$ 6,000.00</b>	<b>\$ 99,046.00</b>
<b>TOTAL HOURS</b>	<b>118</b>	<b>372</b>	<b>647</b>	<b>66</b>	<b>1,203</b>		
<b>DIRECT LABOR COST</b>	<b>\$22,066.00</b>	<b>\$54,684.00</b>	<b>\$77,640.00</b>	<b>\$11,880.00</b>			
					<b>\$ 166,270.00</b>	<b>\$ 18,000.00</b>	<b>\$ 184,270.00</b>

City of DeKalb  
New Maintenance & Operations Facility  
MECHANICAL, ELECTRICAL, PLUMBING, FIRE PROTECTION, & DATA COMMUNICATION

Task	Project Personnel (Hrs)																	Stanlec Labor Total	Reimbursable Expenses (Travel, Lodging, Meals, Reproduction Prints, etc)	Totals
	MEP PIC	Mechanical	Mechanical	Mechanical	Mechanical	Plumbing	Plumbing	Plumbing	Bechtel Lead	Electrical	Bechtel	Electrical/ Lighting	Lighting/ Energy	Data Comm	Data Comm	Mech QA/QC	Bechtel QA/QC			
Employee Name	Leonard, Paul	Pisarski, Jeffrey	Magee, Michael	Hunkovitch, Danielle	Walker, Thomas	Lim, Brian	Okazian, Jerry	Capelli, Matthew	Nardy, Mark	Sandoval, Ruben	Tolan, James	Dye, Chloe	Butz, Josh	Budingham, Dan	Dodd, Elias	Graf, Bob	Wundarsley, Ed			
Employee Labor Rate	\$ 248.00	\$ 207.00	\$ 172.00	\$ 153.00	\$ 144.00	\$ 181.00	\$ 237.00	\$ 147.00	\$ 207.00	\$ 166.00	\$ 166.00	\$ 166.00	\$ 181.00	\$ 187.00	\$ 147.00	\$ 187.00	\$ 187.00			
<b>PART TWO (2)</b>																				
Task 1.0: Project Kick-Off, Project Management, and Team Coordination																		\$ -	\$ -	\$ -
Task 2.0: Master Planning																		\$ -	\$ -	\$ -
Task 3.0: Preparation of NEPA Documentation																		\$ -	\$ -	\$ -
Task 4.0: Schematic Design (SD)		300		80		80	40	40	120	80		80	50	80	120	20	20	\$ 184,010.00	\$ 3,000.00	\$ 187,010.00
Task 5.0: FTA Grant Application Assistance																		\$ -	\$ -	\$ -
Task 6.0: Public Involvement																		\$ -	\$ -	\$ -
<b>SUBTOTAL HOURS (Part Two (2))</b>	0	200	0	80	0	80	40	40	120	80	0	80	50	80	120	20	20	1,010		
<b>SUBTOTAL LABOR (Part Two (2))</b>	\$0.00	\$41,400.00	\$0.00	\$12,240.00	\$0.00	\$14,480.00	\$9,480.00	\$5,880.00	\$24,840.00	\$13,280.00	\$0.00	\$13,280.00	\$9,050.00	\$14,960.00	\$17,640.00	\$3,740.00	\$3,740.00	\$ 184,010.00	\$ 3,000.00	\$ 187,010.00
<b>PART THREE (3)</b>																				
Task 7.0: Design Development (DD)	20	180	65	20	80	125	50	70	70	60	60	100	100	70	165	20	20	\$ 228,440.00	\$ 1,000.00	\$ 231,440.00
Task 8.0: Construction Documents (CD) and Final Design	35	270	100	30	120	195	90	100	100	90	90	140	150	105	260	30	32	\$ 348,024.00	\$ 3,000.00	\$ 351,024.00
Task 9.0: Public Involvement																		\$ -	\$ -	\$ -
<b>SUBTOTAL HOURS (Part Three (3))</b>	55	450	165	50	200	320	140	170	170	150	150	240	250	175	425	50	52	3,212		
<b>SUBTOTAL LABOR (Part Three (3))</b>	\$13,640.00	\$93,150.00	\$28,380.00	\$7,650.00	\$33,200.00	\$57,920.00	\$33,180.00	\$24,990.00	\$35,190.00	\$24,900.00	\$24,900.00	\$39,840.00	\$45,250.00	\$32,725.00	\$62,475.00	\$9,350.00	\$9,724.00	\$ 576,664.00	\$ 6,000.00	\$ 582,464.00
<b>TOTAL HOURS</b>	55	650	165	130	200	400	180	210	290	230	150	320	300	255	545	70	72	4,222		
<b>DIRECT LABOR COST</b>	\$13,640.00	\$134,550.00	\$28,380.00	\$19,890.00	\$33,200.00	\$72,400.00	\$42,660.00	\$30,870.00	\$60,030.00	\$38,180.00	\$24,900.00	\$53,120.00	\$54,300.00	\$47,685.00	\$80,115.00	\$13,090.00	\$13,464.00	\$ 760,474.00	\$ 9,000.00	\$ 769,474.00

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 QAQC	Fuel System PM	Fuel System Design Director	Fuel System Designer	Fuel System Permit Specialist			
Employee Name	RB Laurence	Jason Carr	Neil MacAloney	Jeff Wilson	Cawlin Clough	Chyna Levesque			
Employee Labor Rate	\$ 237.00	\$ 207.00	\$ 181.00	\$ 187.00	\$ 153.00	\$ 153.00			
<b>PART TWO (2)</b>									
Task 1.0: Project Kick-Off, Project Management, and Team Coordination							\$ -	\$ -	\$ -
Task 2.0: Master Planning			32	4			\$ 6,540.00	\$ 2,000.00	\$ 8,540.00
Task 3.0: Preparation of NEPA Documentation							\$ -	\$ -	\$ -
Task 4.0: Schematic Design (SD)	12	1	32	60	20		\$ 23,123.00	\$ 1,500.00	\$ 24,623.00
Task 5.0: FTA Grant Application Assistance							\$ -	\$ -	\$ -
Task 6.0: Public Involvement							\$ -	\$ -	\$ -
SUBTOTAL HOURS (Part Two (2))	12	1	64	64	20	0	161		
SUBTOTAL LABOR (Part Two (2))	\$2,844.00	\$207.00	\$11,584.00	\$11,968.00	\$3,060.00	\$0.00	\$ 29,663.00	\$ 3,500.00	\$ 33,163.00
<b>PART THREE (3)</b>									
Task 7.0: Design Development (DD)	12	2	40	80	20	8	\$ 29,742.00	\$ 1,500.00	\$ 31,242.00
Task 8.0: Construction Documents (CD) and Final Design	12	2	40	80	20	2	\$ 28,824.00	\$ 1,500.00	\$ 30,324.00
Task 9.0: Public Involvement							\$ -	\$ -	\$ -
SUBTOTAL HOURS (Part Three (3))	24	4	80	160	40	10	318		
SUBTOTAL LABOR (Part Three (3))	\$5,688.00	\$828.00	\$14,480.00	\$29,920.00	\$6,120.00	\$1,530.00	\$ 58,566.00	\$ 3,000.00	\$ 61,566.00
TOTAL HOURS	36	5	144	224	60	10	479		
DIRECT LABOR COST	\$8,532.00	\$1,035.00	\$26,064.00	\$41,888.00	\$9,180.00	\$1,530.00	\$ 88,229.00	\$ 6,500.00	\$ 94,729.00



City of DeKalb  
New Maintenance & Operations Facility  
**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	\$ 220.00	\$ 187.00	\$ 174.00	\$ 147.00			
<b>PART TWO (2)</b>							
Task 1.0: Project Kick-Off, Project Management, and Team Coordination		16			\$ 2,992.00	\$ -	\$ 2,992.00
Task 2.0: Master Planning					\$ -	\$ -	\$ -
Task 3.0: Preparation of NEPA Documentation					\$ -	\$ -	\$ -
Task 4.0: Schematic Design (SD)		40			\$ 7,480.00	\$ -	\$ 7,480.00
Task 5.0: FTA Grant Application Assistance					\$ -	\$ -	\$ -
Task 6.0: Public Involvement					\$ -	\$ -	\$ -
<b>SUBTOTAL HOURS (Part Two (2))</b>	0	56	0	0	56		
<b>SUBTOTAL LABOR (Part Two (2))</b>	\$0.00	\$10,472.00	\$0.00	\$0.00			
					\$ 10,472.00	\$ -	\$ 10,472.00
<b>PART THREE (3)</b>							
Task 7.0: Design Development (DD)		40			\$ 7,480.00	\$ -	\$ 7,480.00
Task 8.0: Construction Documents (CD) and Final Design		40			\$ 7,480.00	\$ -	\$ 7,480.00
Task 9.0: Public Involvement					\$ -	\$ -	\$ -
<b>SUBTOTAL HOURS (Part Three (3))</b>	0	80	0	0	80		
<b>SUBTOTAL LABOR (Part Three (3))</b>	\$0.00	\$14,960.00	\$0.00	\$0.00			
					\$ 14,960.00	\$ -	\$ 14,960.00
<b>TOTAL HOURS</b>	0	136	0	0	136		
<b>DIRECT LABOR COST</b>	\$0.00	\$25,432.00	\$0.00	\$0.00			
					\$ 25,432.00	\$ -	\$ 25,432.00

City of DeKalb  
New Maintenance & Operations Facility  
**ENVIRONMENTAL**

Task	Project Personnel (Hrs)											Slantec Labor Total	Reimbursable Expenses (Travel, Lodging, Meals, Reproduction Prints, etc)	Totals
	Environ	Environ	Environ	Environ	Environ	Environ	Section 106 letters template	Section 106 consultation letters	Environ	Environ	Section 106 Historian			
Employee Name	Will Pridden / Travel	Tech / Travel	Will / Fieldwork	Tech / Fieldwork	Will / ASRR site forms	Will Field Prep	Jon Coffey	Ben Banks	GIS	PM	Architectural Historian			
Employee Labor Rate	\$ 136.00	\$ 111.00	\$ 136.00	\$ 111.00	\$ 136.00	\$ 136.00	\$ 124.00	\$ 136.00	\$ 132.00	\$ 166.00	\$ 131.00			
PART TWO (2)														
Task 1.0: Project Kick-Off, Project Management, and Team Coordination												\$ -	\$ -	\$ -
Task 2.0: Master Planning												\$ -	\$ -	\$ -
Task 3.0: Preparation of NEPA Documentation	3	5	12	12	24	8	4	12	12	9	64	\$ 21,869.00	\$ 827.00	\$ 22,696.00
Task 4.0: Schematic Design (SD)												\$ -	\$ -	\$ -
Task 5.0: FTA Grant Application Assistance												\$ -	\$ -	\$ -
Task 6.0: Public Involvement												\$ -	\$ -	\$ -
SUBTOTAL HOURS (Part Two (2))	3	5	12	12	24	8	4	12	12	9	64	165		
SUBTOTAL LABOR (Part Two (2))	\$408.00	\$555.00	\$1,632.00	\$1,332.00	\$3,264.00	\$1,088.00	\$496.00	\$1,632.00	\$1,584.00	\$1,494.00	\$8,384.00	\$ 21,869.00	\$ 827.00	\$ 22,696.00
PART THREE (3)														
Task 7.0: Design Development (DD)												\$ -	\$ -	\$ -
Task 8.0: Construction Documents (CD) and Final Design												\$ -	\$ -	\$ -
Task 9.0: Public Involvement												\$ -	\$ -	\$ -
SUBTOTAL HOURS (Part Three (3))	0	0	0	0	0	0	0	0	0	0	0	0		
SUBTOTAL LABOR (Part Three (3))	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -	\$ -	\$ -
TOTAL HOURS	3	5	12	12	24	8	4	12	12	9	64	165		
DIRECT LABOR COST	\$408.00	\$555.00	\$1,632.00	\$1,332.00	\$3,264.00	\$1,088.00	\$496.00	\$1,632.00	\$1,584.00	\$1,494.00	\$8,384.00	\$ 21,869.00	\$ 827.00	\$ 22,696.00

City of DeKalb  
New Maintenance & Operations Facility  
**WETLAND**

Task	Project Personnel (Hrs)					Stantec Labor Total	Reimbursable Expenses (Travel, Lodging, Meals, Reproduction Prints, etc)	Totals
	Sr. Project Manager	Wetland Scientist	NEPA Specialist	Biologist	GIS			
Employee Name	VanDeWalle	Parks	Christiansen	Edwards	Siebel			
Employee Labor Rate	\$ 220.00	\$ 172.00	\$ 139.00	\$ 127.00	\$ 139.00			
<b>PART TWO (2)</b>								
Task 1.0: Project Kick-Off, Project Management, and Team Coordination						\$ -	\$ -	\$ -
Task 2.0: Master Planning	2	28			8	\$ 6,368.00	\$ 132.00	\$ 6,500.00
Task 3.0: Preparation of NEPA Documentation	40	25	140	250	85	\$ 76,125.00	\$ 3,000.00	\$ 79,125.00
Task 4.0: Schematic Design (SD)						\$ -	\$ -	\$ -
Task 5.0: FTA Grant Application Assistance						\$ -	\$ -	\$ -
Task 6.0: Public Involvement						\$ -	\$ -	\$ -
<b>SUBTOTAL HOURS (Part Two (2))</b>	<b>42</b>	<b>53</b>	<b>140</b>	<b>250</b>	<b>93</b>	<b>578</b>		
<b>SUBTOTAL LABOR (Part Two (2))</b>	<b>\$9,240.00</b>	<b>\$9,116.00</b>	<b>\$19,460.00</b>	<b>\$31,750.00</b>	<b>\$12,927.00</b>			
						\$ 82,493.00	\$ 3,132.00	\$ 85,625.00
<b>PART THREE (3)</b>								
Task 7.0: Design Development (DD)						\$ -	\$ -	\$ -
Task 8.0: Construction Documents (CD) and Final Design						\$ -	\$ -	\$ -
Task 9.0: Public Involvement						\$ -	\$ -	\$ -
<b>SUBTOTAL HOURS (Part Three (3))</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		
<b>SUBTOTAL LABOR (Part Three (3))</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>			
						\$ -	\$ -	\$ -
<b>TOTAL HOURS</b>	<b>42</b>	<b>53</b>	<b>140</b>	<b>250</b>	<b>93</b>	<b>578</b>		
<b>DIRECT LABOR COST</b>	<b>\$9,240.00</b>	<b>\$9,116.00</b>	<b>\$19,460.00</b>	<b>\$31,750.00</b>	<b>\$12,927.00</b>			
						\$ 82,493.00	\$ 3,132.00	\$ 85,625.00



City of DeKalb  
New Maintenance & Operations Facility  
**STRUCTURAL**

Task	Project Personnel (Hrs)					Stantec Labor Total	Reimbursable Expenses (Travel, Lodging, Meals, Reproduction Prints, etc)	Totals
	Sr. Engineer	Prof. Engineer	Engineer	CAD	Admin.			
Employee Name	Sr. Eng.	Eng.	Addl. Eng.	Technician	Admin.			
Employee Labor Rate	\$ 187.00	\$ 153.00	\$ 153.00	\$ 136.00	\$ 136.00			
<b>PART TWO (2)</b>								
Task 1.0: Project Kick-Off, Project Management, and Team Coordination	4					\$ 748.00	\$ -	\$ 748.00
Task 2.0: Master Planning	4	8		8		\$ 3,060.00	\$ -	\$ 3,060.00
Task 3.0: Preparation of NEPA Documentation						\$ -	\$ -	\$ -
Task 4.0: Schematic Design (SD)	14	32		32		\$ 11,866.00	\$ -	\$ 11,866.00
Task 5.0: FTA Grant Application Assistance						\$ -	\$ -	\$ -
Task 6.0: Public Involvement						\$ -	\$ -	\$ -
<b>SUBTOTAL HOURS (Part Two (2))</b>	<b>22</b>	<b>40</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>102</b>		
<b>SUBTOTAL LABOR (Part Two (2))</b>	\$4,114.00	\$6,120.00	\$0.00	\$5,440.00	\$0.00			
						\$ 15,674.00	\$ -	\$ 15,674.00
<b>PART THREE (3)</b>								
Task 7.0: Design Development (DD)	50	100	100			\$ 39,950.00	\$ 1,500.00	\$ 41,450.00
Task 8.0: Construction Documents (CD) and Final Design	50	120	120		4	\$ 46,614.00	\$ 1,500.00	\$ 48,114.00
Task 9.0: Public Involvement						\$ -	\$ -	\$ -
<b>SUBTOTAL HOURS (Part Three (3))</b>	<b>100</b>	<b>220</b>	<b>220</b>	<b>0</b>	<b>4</b>	<b>544</b>		
<b>SUBTOTAL LABOR (Part Three (3))</b>	\$18,700.00	\$33,660.00	\$33,660.00	\$0.00	\$544.00			
						\$ 86,564.00	\$ 3,000.00	\$ 89,564.00
<b>TOTAL HOURS</b>	<b>122</b>	<b>260</b>	<b>220</b>	<b>40</b>	<b>4</b>	<b>646</b>		
<b>DIRECT LABOR COST</b>	\$22,814.00	\$39,780.00	\$33,660.00	\$5,440.00	\$544.00			
						\$ 102,238.00	\$ 3,000.00	\$ 105,238.00

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)	Project Engineer (Civil)	Senior Project Manager (Survey)	Project Manager (Survey)	Senior Project Technician II (Field)	Project Technician (Field)	CAD Manager	Senior Project Technician I (CAD)	Admin. Assistant			
Employee Name	Tim Holdeman	John Whitehouse	Curt Dettmann	Pamela Whitfield	TBD	Mark Scheller	Chris Peterson	Joshua Boatman	Joe Scheller	Kris Pung	Jim Schmidt	Debbie Anderson			
Employee Labor Rate	\$ 231.00	\$ 231.00	\$ 208.00	\$ 196.00	\$ 165.00	\$ 231.00	\$ 208.00	\$ 170.00	\$ 149.00	\$ 170.00	\$ 159.00	\$ 70.00			
<b>PART TWO (2)</b>															
Task 1.0: Project Kick-Off, Project Management, and Team Coordination	2	6	6									2	\$ 3,236.00	\$ -	\$ 3,236.00
Task 2.0: Master Planning	2	28	24								2		\$ 12,240.00	\$ -	\$ 12,240.00
Task 3.0: Preparation of NEPA Documentation	4												\$ 924.00	\$ -	\$ 924.00
Task 4.0: Schematic Design (SD)	4	64	108	100	60	88	32	135	45	20	44	4	\$ 135,127.00	\$ -	\$ 135,127.00
Onsite Civil Engineering	2	32	64	72	40	0	0	0	0	12	16	4	\$ 46,742.00		\$ 46,742.00
Onsite Survey	0	4	2	0	0	34	12	40	15	0	0	0	\$ 20,725.00		\$ 20,725.00
Offsite Civil Engineering	2	20	38	28	20	0	0	0	0	8	28	2	\$ 27,726.00		\$ 27,726.00
Offsite Survey	0	8	4	0	0	54	20	95	30	0	0	0	\$ 39,934.00		\$ 39,934.00
Task 5.0: FIA Grant Application Assistance	4												\$ 924.00	\$ -	\$ 924.00
Task 6.0: Public Involvement	80											4	\$ 18,760.00	\$ -	\$ 18,760.00
<b>SUBTOTAL HOURS (Part Two (2))</b>	96	98	138	100	60	88	32	135	45	20	46	12	870		
<b>SUBTOTAL LABOR (Part Two (2))</b>	\$22,176.00	\$22,638.00	\$28,704.00	\$19,600.00	\$9,900.00	\$20,328.00	\$6,656.00	\$22,950.00	\$6,705.00	\$3,400.00	\$7,314.00	\$840.00	\$ 171,211.00	\$ -	\$ 171,211.00
<b>PART THREE (3)</b>															
Task 7.0: Design Development (DD)	2	4	4										\$ 2,218.00	\$ -	\$ 2,218.00
Task 8.0: Construction Documents (CD) and Final Design	2	84	220	216	152	74	74	35	35	52	142	4	\$ 208,391.00	\$ -	\$ 208,391.00
Onsite Civil Engineering	2	24	108	108	72	0	0	0	0	24	32	1	\$ 70,756.00		\$ 70,756.00
Onsite Survey	0	8	2	0	0	24	24	10	10	0	0	1	\$ 16,060.00		\$ 16,060.00
Offsite Civil Engineering	0	48	108	108	80	0	0	0	0	28	110	1	\$ 90,240.00		\$ 90,240.00
Offsite Survey	0	4	2	0	0	50	50	25	25	0	0	1	\$ 31,335.00		\$ 31,335.00
Task 9.0: Public Involvement	60	2	2										\$ 14,738.00	\$ -	\$ 14,738.00
<b>SUBTOTAL HOURS (Part Three (3))</b>	64	90	226	216	152	74	74	35	35	52	142	4	1,164		
<b>SUBTOTAL LABOR (Part Three (3))</b>	\$14,784.00	\$20,790.00	\$47,008.00	\$42,336.00	\$25,080.00	\$17,094.00	\$15,392.00	\$5,950.00	\$5,215.00	\$8,840.00	\$22,578.00	\$280.00	\$ 225,347.00	\$ -	\$ 225,347.00
<b>TOTAL HOURS</b>	160	188	364	316	212	162	106	170	80	72	188	16	2,034		
<b>DIRECT LABOR COST</b>	\$36,960.00	\$43,428.00	\$75,712.00	\$61,936.00	\$34,980.00	\$37,422.00	\$22,048.00	\$28,900.00	\$11,920.00	\$12,240.00	\$29,892.00	\$1,120.00	\$ 396,558.00	\$ -	\$ 396,558.00

ONSITE GEOTECH SUB-CONSULTANT (Task 4.0)	\$ 28,000.00	\$ 28,000.00
OFFSITE GEOTECH SUB-CONSULTANT (Task 4.0)	\$ 12,000.00	\$ 12,000.00
AG FARM TILE INVESTIGATION SUB-CONTRACTOR (Task 4.0)	\$ 12,500.00	\$ 12,500.00

**GRAND TOTAL** \$ 449,058.00

City of DeKalb  
New Maintenance & Operations Facility  
**LANDSCAPE ARCHITECTURE - Daniel Weinbach & Partners**

Task	Project Personnel (Hrs)				Stanlec Labor Total	Reimbursable Expenses (Travel, Lodging, Meals, Reproduction Prints, etc)	Totals
	Landscape Architect Project Manager	Senior Landscape Architect	Title	Title			
Employee Name	Wendy Schulenberg	Bill Ferguson	Name	Name			
Employee Labor Rate	\$ 150.00	\$ 107.00	\$ 1.00	\$ 1.00			
<b>PART TWO (2)</b>							
Task 1.0: Project Kick-Off, Project Management, and Team Coordination	4	4			\$ 1,028.00	\$ -	\$ 1,028.00
Task 2.0: Master Planning	0	0			\$ -	\$ -	\$ -
Task 3.0: Preparation of NEPA Documentation	0	0			\$ -	\$ -	\$ -
Task 4.0: Schematic Design (SD)	16	50			\$ 7,750.00	\$ 1,250.00	\$ 9,000.00
Task 5.0: FTA Grant Application Assistance	0	0			\$ -	\$ -	\$ -
Task 6.0: Public Involvement	0	0			\$ -	\$ -	\$ -
<b>SUBTOTAL HOURS (Part Two (2))</b>	<b>20</b>	<b>54</b>	<b>0</b>	<b>0</b>	<b>74</b>		
<b>SUBTOTAL LABOR (Part Two (2))</b>	<b>\$3,000.00</b>	<b>\$5,778.00</b>	<b>\$0.00</b>	<b>\$0.00</b>			
					<b>\$ 8,778.00</b>	<b>\$ 1,250.00</b>	<b>\$ 10,028.00</b>
<b>PART THREE (3)</b>							
Task 7.0: Design Development (DD)	16	70			\$ 9,890.00	\$ -	\$ 9,890.00
Task 8.0: Construction Documents (CD) and Final Design	16	80			\$ 10,960.00	\$ -	\$ 10,960.00
Task 9.0: Public Involvement	0	0			\$ -	\$ -	\$ -
<b>SUBTOTAL HOURS (Part Three (3))</b>	<b>32</b>	<b>150</b>	<b>0</b>	<b>0</b>	<b>182</b>		
<b>SUBTOTAL LABOR (Part Three (3))</b>	<b>\$4,800.00</b>	<b>\$16,050.00</b>	<b>\$0.00</b>	<b>\$0.00</b>			
					<b>\$ 20,850.00</b>	<b>\$ -</b>	<b>\$ 20,850.00</b>
<b>TOTAL HOURS</b>	<b>52</b>	<b>204</b>	<b>0</b>	<b>0</b>	<b>256</b>		
<b>DIRECT LABOR COST</b>	<b>\$7,800.00</b>	<b>\$21,828.00</b>	<b>\$0.00</b>	<b>\$0.00</b>			
					<b>\$ 29,628.00</b>	<b>\$ 1,250.00</b>	<b>\$ 30,878.00</b>



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	Title			
Employee Name	Marlene Connor	Jim McLaughlin	Name	Name			
Employee Labor Rate	\$ 164.00	\$ 111.00	\$ 1.00	\$ 1.00			
<b>PART TWO (2)</b>							
Task 1.0: Project Kick-Off, Project Management, and Team Coordination	24				\$ 3,936.00	\$ -	\$ 3,936.00
Task 2.0: Master Planning	8				\$ 1,312.00	\$ -	\$ 1,312.00
Task 3.0: Preparation of NEPA Documentation					\$ -	\$ -	\$ -
Task 4.0: Schematic Design (SD)					\$ -	\$ -	\$ -
Task 5.0: FTA Grant Application Assistance	120				\$ 19,680.00	\$ 2,000.00	\$ 21,680.00
Task 6.0: Public Involvement					\$ -	\$ -	\$ -
<b>SUBTOTAL HOURS (Part Two (2))</b>	<b>152</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>152</b>		
<b>SUBTOTAL LABOR (Part Two (2))</b>	<b>\$24,928.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>			
					<b>\$ 24,928.00</b>	<b>\$ 2,000.00</b>	<b>\$ 26,928.00</b>
<b>PART THREE (3)</b>							
Task 7.0: Design Development (DD)					\$ -	\$ -	\$ -
Task 8.0: Construction Documents (CD) and Final Design					\$ -	\$ -	\$ -
Task 9.0: Public Involvement					\$ -	\$ -	\$ -
<b>SUBTOTAL HOURS (Part Three (3))</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		
<b>SUBTOTAL LABOR (Part Three (3))</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>			
					<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL HOURS</b>	<b>152</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>152</b>		
<b>DIRECT LABOR COST</b>	<b>\$24,928.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>			
					<b>\$ 24,928.00</b>	<b>\$ 2,000.00</b>	<b>\$ 26,928.00</b>