RESOLUTION 2017-036   PASSED: FEBRUARY 27, 2017

AUTHORIZING AN EXTENSION OF THE AGREEMENT FOR SERVICES WITH SRF CONSULTING GROUP, INC. FOR THE DEVELOPMENT OF THE DEKALB REGION TRANSIT DEVELOPMENT PLAN.

WHEREAS, the City of DeKalb has agreed to serve as the fiscal agent for the DeKalb Sycamore Area Transportation Study (DSATS), the Metropolitan Planning Organization (MPO) for the DeKalb urbanized area; and

WHEREAS, the City Council approved the Mayor to execute an agreement of services with SRF Consulting Group, Inc. for the development of the DeKalb Region Transit Development Plan; and

WHEREAS, an amendment to the agreement of services has been requested to extend the contract term from March 31, 2017 to August 31, 2017.

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

Section 1: That the Mayor of the City of DeKalb, Illinois be authorized and directed to execute the amendment to the DeKalb Region Transit Development Plan contract with SRF Consulting Group, Inc. to extend the agreement of services from March 31, 2017 to August 31, 2017. A copy of the amendment is attached hereto and made part thereof as Exhibit “A”.

Section 2: That the City Clerk of the City of DeKalb, Illinois be authorized and directed to attest the Mayor’s Signature and shall be effective thereupon.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 27th day of February, 2017 and approved by me as Mayor on the same day. Passed by an 8-0 Omnibus roll call vote under the Consent Agenda. Aye: Jacobson, Finucane, Marquardt, Snow, Noreiko, Baker, Faiivre. Rey.

ATTEST:

JENNIFER JEEP JOHNSON, City Clerk  JOHN A. REY, Mayor
FIRST AMENDMENT TO THE DEKALB REGION TRANSIT DEVELOPMENT PLAN AGREEMENT FOR SERVICES

WHEREAS, the City Council approved the Mayor to execute a contract with SRF Consulting Group, Inc. for the development of the DeKalb Region Transit Development Plan; and,

WHEREAS, an amendment to the agreement has been requested to extend the contract term from March 31, 2017 to August 31, 2017.

NOW, THEREFORE, SRF Consulting Group, Inc. and the City of DeKalb hereby agree as follows:

1. Section C. of the Agreement for Services is hereby amended to state as follows:

   Services will be provided as needed and directed by the City beginning on the date of execution of this Agreement and continuing until March 31, 2017 or until terminated by either party upon seven (7) days written notice to the non-terminating party. 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.

2. All other provisions of the Agreement for Services remain in effect and unchanged.

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed by their duly authorized officers.

Agreed to this 27th day of February, 2017.

City of DeKalb

City Mayor/Manager

City Clerk

Contractor

Title: Principal
RESOLUTION 2016-111  PASSED: SEPTEMBER 26, 2016

AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO ENTER INTO A CONTRACT WITH SRF CONSULTING GROUP, INC. FOR THE DEVELOPMENT OF THE DEKALB REGION TRANSIT DEVELOPMENT PLAN IN AN AMOUNT NOT TO EXCEED $102,131.

WHEREAS, The City has applied for and was awarded grants from the Federal Transit Administration, Federal Highway Administration, and Illinois Department of Transportation in the amount of $102,131 for the development of the DeKalb Region Transit Development Plan.

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

Section 1: That the Mayor of the City of DeKalb be authorized and directed to execute a contract with SRF Consulting Group, Inc. for the development of the DeKalb Region Transit Development Plan for an amount not to exceed $102,131, a copy of which is attached hereto and made a part hereof as Exhibit "A." The execution of this contract is subject to changes acceptable to the Mayor with the recommendation of the City Manager and City Attorney.

Section 2: That the City Clerk of the City of DeKalb, Illinois be authorized and directed to attest the Mayor's Signature and shall be effective thereupon.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 26th day of September, 2016, and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Jacobson, Finucane, Marquardt, Snow, Noreiko, Baker, Faivre, Rey.

ATTEST:

JENNIFER JEEP JOHNSON, City Clerk

JOHN A. REY, Mayor
Independent Contractor
Agreement for Services

THIS AGREEMENT, by and between the City of DeKalb, hereinafter referred to as the "City" and SRF Consulting Group, Inc., hereinafter referred to as the "Contractor", with the City and Contractor agreeing as follows:

A. Required Sections.

In addition to the Agreement for Services, the following Exhibits shall also be included in this contract:

   EXHIBIT A. SCOPE OF SERVICES
   EXHIBIT B. CONTRACTOR FEE SCHEDULE
   EXHIBIT C. INSURANCE CERTIFICATIONS
   EXHIBIT D. FEDERAL CLAUSES
   EXHIBIT E. IDOT CLAUSES
   EXHIBIT F. CERTIFICATIONS
   EXHIBIT G. ADDITIONAL EXHIBITS PROVIDED BY CONTRACTOR

B. Services.

Contractor agrees to furnish to the City the outlined in EXHIBIT A. SCOPE OF SERVICES.

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 EXHIBIT A is an integral part of this Agreement and may not be modified except in accordance with a modification to the terms of this Agreement.

C. Term.

Services will be provided as needed and directed by the City beginning on the date of execution of this Agreement and continuing until March 31, 2017, or until terminated by either party upon seven (7) days written notice to the non-terminating party. 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.
D. 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. All payments will be made according to the Illinois State Prompt Payment Act.

Any payment made to the Contractor shall be strictly on the basis of quantum meruit. The Contractor shall submit to the City a detailed breakdown and invoice of all charges, including detail of past payments and amounts still remaining due, accurate to the date of the invoice, with each request for payment. All invoices must be based on actual work completed. Invoices based on percentage of work completed shall not be considered 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.

Prior to tendering any payment to Contractor, Contractor shall provide the City with a completed W-9 form.

E. 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 ninety (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. To the extent applicable, the contractor shall further comply with the requirements of the Prevailing Wage Act in that all laborers, mechanics and other workers performing work under this Agreement which is subject to the Prevailing Wage Act shall be paid not less than the general prevailing rate of hourly wage as provided for in 820 ILCS 130/1 et seq. Prevailing wage records must be submitted with each invoice submitted; invoices submitted without corresponding prevailing wage records will not be processed until the certified payrolls are submitted.

F. 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 already previously disclosed by a third party. Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the “Act”) places an obligation on the City to produce certain records that may be in the possession of Contractor. 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 (2) 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 a basis for extension under the Act permits, consider such extensions.

G. Governing Law.

This contract shall be governed and construed in accordance with the laws and regulations of the US Department of Transportation – Federal Transit Administration and 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.

H. Independent Contractor.

Contractor shall have sole control over the manner and means of providing the work and services performed under this Agreement. The City’s relationship to the Contractor under this Agreement shall be that of an independent contractor. Contractor will not be considered an employee to the City for any purpose. The parties agree that the Contractor is exclusively responsible for the determination of what work is required to complete the tasks, and for the means and methods of completing such work. The City’s compensation to Contractor shall be limited to that described in EXHIBIT A and 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 sole discretion, that it is economically advantageous for the City to provide certain supplies or tools for use by Contractor in lieu of paying Contractor to provide the same, the City and Contractor agree that Contractor shall then utilize the City’s equipment or supplies according to its own determination of their best and appropriate use. Contractor shall be responsible for its own personnel, training, instruction, and related matters. Contractor shall be responsible for determining its sequence of performance for required work. Contractor’s work shall be evaluated by the City based upon the end result of such work. Contractor shall be responsible for any expenses incurred by Contractor in the performance of its work, and shall not be authorized, expressly or impliedly, to obligate the City on any debt, contract, or other agreement whatsoever. In the event that Contractor is compensated on an hourly basis under the terms of this Agreement, the City and Contractor agree that Contractor’s compensation is usual and customary, based on the terms that Contractor offers its services to the market in general.
The Contractor acknowledges that neither it nor its personnel shall be acting as an employee or official representative of the City for purposes of being offered any protection or coverage under City insurance policies for tort immunity or other legal purposes.

I. 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. The Contractor is responsible for identifying all such applicable regulations and certifications, and for compliance with the same.

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).

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

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

Prevailing Wage: The Contractor certifies that it shall comply with all applicable provisions of the Prevailing Wage Act, and further certifies that it is not in violation of said Act and has not been barred from bidding on this proposal by virtue of a past violation of the Act. A copy of the most recent available list of prevailing wages is attached hereto or has been provided to the Contractor. The Contractor is responsible for regularly updating said list as new
prevailing wage rates are made available by the City or by the Illinois Department of Labor. The Illinois Department of Labor posts regular updates to prevailing wage rates on its official website, which is currently www.illinois.gov/idol. This notice is given pursuant to 820 ILCS 130/4 and the balance of the Illinois Prevailing Wage Act, which is incorporated herein by reference as if fully restated. In the event that this is a public works project as defined under the Prevailing Wage Act, Proposer agrees to comply with the Substance Abuse Prevention on Public Works Projects Acts, 820 ILCS 265/1 et. seq., and further agrees that all of its subcontractors shall comply with such Act. As required by the Act, Contractor agrees that it will file with the City, prior to commencing work, its written substance abuse prevention program, and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

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. The Contractor shall also comply with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that all of Contractor’s drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.

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. The Illinois Department of Labor, at any time before or after award, may require production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the Contractor and all of its Subcontractors. Applicable apprenticeship and training programs are those that have been approved or registered with the United States Department of Labor. The Contractor shall provide to the City, upon request, copies of all Certificates of Registration, and copies of all work or craft job category included in the Work, along with such other records as the City may require. Any records or logs required to be provided by law shall be provided by the Contractor, without requiring a request from the City.

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.

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:  X 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 41-0847349 and is doing business as a (check one): _ Individual _ Real Estate Agent _ Sole Proprietorship _ Government Entity _ Partnership _ Tax Exempt Organization (IRC 501(a) only) _X Corporation _ Not for Profit Corporation _ Trust or Estate _ Medical and Health Care Services Provider Corp.

Authorized in Illinois: The Contractor 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 willing 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. The City reserves the right to reject any bid, cancel any contract or pursue any other legal remedy deemed necessary should it become aware of any violation of any laws, ordinances, rules or regulations on the part of the Contractor or any subcontractor.

OSHA Standards: The Contractor certifies that it will identify and comply with all applicable requirements and standards imposed by the Occupational Safety and Health Act. All guards and protectors, all appropriate markings, and all other protections shall be in place prior to delivery of any item, and at all times during performance of any Work.

Buy America: The Contractor certifies that, if required, it shall comply with 49 USC 5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 CFR Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this contract, when financed by Federal funds (through a grant agreement or cooperative agreement), and to submit to the City an executed Buy America Certificate in a form acceptable to the City.

Collusion: The Contractor certifies that it is not colluding with any other party or person in the preparation or submittal of this Agreement.

J. Indemnification

Contractor shall indemnify and hold harmless the City and City's agents, DSATS Member Organizations and DSATS Agents, servants, and employees against all loss, damage, taxes, liabilities, charges or expense, including but not limited to attorney's fees and court costs, which the City may sustain or for which it may become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, due to or
arising in any manner from the intentional or wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them, or otherwise arising out of this Agreement or the Contractor's performance of services on behalf of the City.

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

K. Insurance, Licensure and Intellectual Property

The Contractor shall comply with all insurance requirements described on the attached EXHIBIT C. The Contractor agrees 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 agrees 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 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.

All drawings, specifications, reports and any other project documents 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 expressed 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 unless otherwise specified in the negotiated agreement. 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 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 request. The City
acknowledges that any other use, reuse or modifications of such work or work product without the written verification or adaptation by Contractor will be done at the City and other’s sole risk and without liability or legal exposure to Contractor.

The prices included on this Agreement include all royalties and costs arising in the Work. Any items or services provided shall be provided to the City subject to the Contractor’s legal right to provide the same. The Contractor shall indemnify and hold harmless the City and City Indemnitees from any and all claims for infringement by reason of the use of any such patent design, device, materials or process, to be performed or used under the Agreement, and shall indemnify and hold harmless the City for any costs, expenses, attorneys’ fees and damages which it may be obligated to pay, by reason of any infringement at any time during the prosecution or after completion of the Work.

L. Additional Terms or Modification

The terms of this agreement shall be further modified as provided on the attached Exhibits and the Contract Documents. Except for those Exhibits, 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.

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
200 S. Fourth Street
DeKalb, IL 60115

**For the Contractor:**
Mona Elabbady
SRF Consulting Group, Inc.
2550 University Avenue West, Suite 316S
St. Paul, MN 55114

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 sole and absolute 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 DSATS Director or 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. Document Correction / Supplements

Contractor agrees and acknowledges that the terms of the Contract Documents shall be binding upon this Work, notwithstanding the failure of this Agreement or the actions of the City to the contrary. No act by the City (other than a written amendment to these Contract Documents), including but not limited to payment of Contractor’s invoices, shall waive the City’s ability to later insist on strict compliance with the terms of these Contract Documents. Contractor agrees and acknowledges that it shall execute corrected documents upon request by the City if any error or discrepancy is identified by the City, and shall provide certificates of insurance or other security required hereunder at any time, upon request of the City, notwithstanding the City’s failure to previously demand the same.

Agreed to this 26th day of September, 2016.

City of DeKalb

[Signature]
City Mayor/Manager

[Signature]
City Clerk

[Signature]
Contractor

Mona Shubert, SRF
Title: Principal
EXHIBIT A.  SCOPE OF SERVICES

The purpose of this plan is to review and evaluate the existing operations of the two primary transit services in the DeKalb region, investigate the costs and benefits of a more integrated intra-community transit service among NIU Transit Services and TransVAC, and consider options for improving inter-community transit connections. The development of this plan shall include three phases: I. Project Initiation and Community Surveys, II. Transit Route, Facilities, and Equipment Analysis and III. Implementation Plan.

Phase I. Project Initiation and Community Surveys

Task 1: Project Initiation

The contractor shall conduct a project initiation meeting with the DSATS Transit Subcommittee to discuss the purpose of the 2017-2022 Transit Development Plan, confirm the scope of work, review and set a schedule, and address questions. The contractor shall be responsible for the day to day coordination of the 2017-2022 Transit Development Plan. The contractor shall be responsible for coordinating meetings throughout the study process to include, but not be limited to, introducing the project, reviewing draft recommendations, and presenting final findings/recommendations.

Deliverables

- 2017-2022 Transit Development Plan scope of work, schedule, and questions addressed.
- Schedule coordination meetings.

Task 2: Review status of previous plans

The contractor shall review the previous 2010-2015 TDP, 2040 Long Range Transportation Plan (LRTP), and any other related local studies to determine the relevance of previous planning efforts to current conditions.

Deliverables

- Summary of the current status of recommendations presented in the 2010-2015 TDP in terms of element implementation, elements pending, and elements discarded.
- Recommendation of other elements to pursue based on other local studies.

Task 3: Review and develop system goals for the next 5 years

The previous TDP goals, objectives, and purpose shall be reviewed and discussed with the DSATS Transit Subcommittee. The contractor shall use this discussion to identify which goals and objectives remain valid, and those in need of review and update.

Deliverables

- Preliminary 2017-2022 Transit Development Plan purposes and goals.

Task 4: Review and provide feedback of final survey design

The contractor shall provide feedback on the content of the community survey to ensure questions shall meet the goals and objectives of this TDP. DSATS staff in collaboration with the DSATS Transit Subcommittee shall design the survey and develop the instrument.
Deliverables

- Review and provide feedback on questionnaire content and design.

Task 5: Community Survey Analysis

The community survey shall provide an opportunity for residents, NIU students, and Kishwaukee students to provide input in developing an improved transit service plan. The survey shall be administered online and via paper questionnaires. The paper survey shall align with the online survey, and the online survey tool shall be used for data entry of the paper questionnaires. While DSATS staff and the DSATS Transit Subcommittee shall design and implement the survey, the contractor shall be expected to analyze the data and draw conclusions. The contractor may also choose to include data entry of approximately 300 paper questionnaires as an option as part of their proposal.

Deliverables

- Results of the community survey including tables and conclusions to be drawn
- Optional: data entry of approximately 300 paper questionnaires

Task 6: Key Decision-maker, Stakeholder, and Operations Specialist interviews

The contractor shall develop a standard interview form to solicit opinions about NIU Transit Services and TransVAC and perceived needs for transit services from the perspective of key decision-makers. Key area leaders to be interviewed include:

- Mayors of DeKalb, Sycamore, and Cortland
- City Councils of DeKalb and Sycamore and Town Board of Cortland
- NIU Administration and Student Association
- VAC transit board

Additionally, the contractor shall develop a standard interview form to solicit opinions about NIU Transit Services and TransVAC and perceived needs for transit services from the perspective of various stakeholders. Key area leaders to be interviewed include:

- Local Chambers of Commerce
- Local Economic Developers
- Local Human Service Agencies
- Local Hospitals/Clinics
- Kishwaukee College
- DeKalb County Commission Officials

Finally, the contractor shall develop a standard interview form to solicit opinions about the NIU Transit Services and TransVAC and perceived needs for transit services from the perspective of the transit operations specialists. Key area leaders to be interviewed include:

- Huskie Line General Manager
- VAC Executive Director and Assistant Executive Director
- Huskie Line transit drivers
- TransVAC transit drivers
- Huskie Line dispatchers
• TransVAC dispatchers
• Huskie Line fleet/maintenance managers
• TransVAC fleet/maintenance managers

Deliverables

• Summary of the answers of decision-makers
• Summary of the answers of stakeholders
• Summary of the answers of operations specialists

Phase II. Transit Route, Facilities, and Equipment Analysis

Task 7: Review present routes and conduct on/off passenger counts

Data relevant to the current route structure, scheduling, and cost of service shall be obtained from NIU Transit Services and TransVAC. The contractor should identify any service problems such as circuitous routing, inadequate headways, service duplication, transfer abuse, passenger inconveniences, traffic engineering impediments and related matters.

One of the primary goals of this TDP is the commitment to improved service and maintenance of current service span and coverage, along with modest expansion of service span and/or coverage. Therefore, the contractor should look closely at unserved areas where there is potential demand for public transit. This should include not only unserved areas of DeKalb and Sycamore, but also the possible expansion of service to Cortland and other nearby communities.

The contractor should also consider any creative, innovative, or more cost-efficient means of providing transit services to the community. This could include feeder routes, circulator routes, cross-town routes, and park & ride routes.

Deliverables

• Summary of system-wide data
• Summary of data pertinent to each route
• Summary of bus runs
• Summary of service problems
• Summary of on-time performance of existing bus runs
• Implementable recommendations to solve the problems based on service parameters and operating guidelines set by NIU Transit Services and TransVAC
• Summary of the complete on/off-passenger count on every trip on every route in the system for weekday, weeknight, and Saturday service including route specific tables for the following: total ridership, passengers per hour, passengers per mile, average and maximum loads by time of day, passengers carried by time of day, operating ratios (revenue/expense) by route, schedule adherence, major traffic generators, and passengers per thousand population in service zones
• Compare information for individual routes with the system average to identify routes that need attention in terms of additional marketing, alteration, or deletion from the system
• Proposed system/route expansion
Task 8: Analyze deficiencies or excesses within and among NIU Transit Services and TransVAC

The results of the community surveys shall provide input relative to the identification of service needs. This information, plus the understanding of current operations developed through the background data review and the work on earlier tasks should be used to analyze deficiencies or excesses within and among the two transit systems.

The contractor shall develop line service profiles based upon the on/off passenger counts. The profile shall show ridership by route segments, preferably one-half mile increments. A bus transfer matrix should also be developed to show transfers between routes. The fieldwork by the contractor should not only identify and verify possible ridership generators and travel patterns, but also simultaneously produce implementable ways of serving them.

This task should also produce several route configuration alternatives and service levels that shall be tested against the goals, objectives, and performance standards. One alternative shall be to maintain the existing route system and service levels. A second alternative shall be an expansion of service to serve new areas or to increase the frequency of service on those routes where there is a demonstrated need for it. The third option shall be the elimination of under-utilized service or replacement of route service with a less costly alternative service. Complete projections for all of the following should be developed for each alternative:

- Identification of facilities and equipment needed
- Identification of service parameters, by route, including headway, running times, hours of operation, round-trip times, and areas serviced
- The effect on system revenue, system expense, and system ridership

Deliverables

- Summary of deficiencies or excesses in the present service pattern
- Develop line service profiles based upon the on/off passenger counts
- Develop a bus transfer matrix
- Route configuration alternatives and service levels to be tested against the goals, objectives, and performance standards
- Identification of facilities and equipment needed (including utilization of existing facilities and equipment and the prospects for rehabilitation)
- Identification of service parameters, by route, including headway, running times, hours of operation, round-trip times, and areas serviced
- The effect on system revenue, system expense and system ridership
- Identification of potential generators of route deviation along proposed routes (including nearby residential complexes, commercial and office buildings, entertainment complexes, etc. that may generate route deviation requests)

Task 9. Inter-Community Transit Assessment

Using the information gathered from the surveys, needs assessment, and analysis of transit routes, facilities, and equipment, provide a report assessing potential connection improvements with other transit facilities, such as the Elburn Metra station or other communities of possible interest:
Deliverables

- Costs of expanded service to Elburn or other transit facilities
- Impacts on shuttle service if a Park & Ride lot is created (if proposed by contractor)
- Recommend pick-up/drop-off points in the DeKalb UZA
- Amenities and services which could help increase ridership, e.g. type of buses, marketing, amenities at pick-up/drop-off locations, etc.

Phase III. Implementation Plan

Task 10: Analyze financial needs for the alternative routing models presented.

A financial analysis shall be prepared for the service improvement alternatives developed earlier. This financial analysis shall include both operating and capital cost requirements for the five-year planning period.

The contractor shall analyze the ability of existing local funding mechanisms to meet the budgetary requirements and shall investigate all possible funding alternatives under federal and state law. In addition, the effect of various fare changes on ridership and system revenue shall be discussed.

Deliverables

- Financial analysis for each scenario.
- Financial analysis of various fare changes on ridership and system revenue.

Task 11: Develop a transit improvement plan for the recommended routing model and a means of implementing and monitoring it

The results of the service plan alternatives (including equipment and facility needs and financial planning) shall be prepared in draft form. After a period of review and reaction from DSATS, NIU, and VAC, an overall transit improvement plan covering a five-year period shall be developed and documented. The action steps in the implementation plan shall be developed so that changes can be monitored and adjustments can readily be made relevant to actual ridership levels experienced.

The essence of any implementation plan should be flexibility, i.e., if the high projections are realized, the plan may be implemented, financed, and the needs adequately met, but on the other hand, if the projections fall short, adjustments need to be made early enough so that resources are not wasted.

The final product of the study shall be a five-year implementable transit development plan that shall include a yearly program narrative for recommended service changes. Elements of the final report should include:

- Recommended level of integration among NIU Transit Services and TransVAC services
- Recommended new or restructured routes
- Recommended levels of service
- Recommended coordinating services to complement recommended service plan
- Presentation of alternative fare structures with a discussion of their effect on revenue and passengers carried
• Projected operating results in the form of annual pro forma income statements (including analysis of non-farebox revenue sources)
• A marketing plan/strategy for recommended new/restructured routes, level of services, service plan, coordinating services, and alternative fare structures
• Recommendation for Transfer Center(s) size and amenities, including inter-community transit service

Deliverables

• Final 2017-2022 Transit Development Plan purposes and goals
• 2017-2022 Transit Development Plan Draft Report, ten (10) hard copies and one (1) PDF copy
• Public meeting presenting draft report for comment
• 2017-2022 Transit Development Plan Final Report, ten (10) hard copies and one (1) electronic PDF copy
• Public Involvement Summary Report, ten (10) hard copies and one (1) PDF copy
• 2017-2022 Transit Development Plan Final Report PowerPoint Presentation, including one (1) PDF copy
• Presentation of final report at a joint meeting of the DSATS Technical Advisory and Policy Committee members and others who are invited to join the meeting
• GIS shapefiles used to develop maps presented in documents and presentations
• Spreadsheets and databases used to create report tables and figures
• Electronic versions of all exhibits, including graphs, charts, tables, maps, pictures, figures, documents, and presentations
EXHIBIT B.  CONTRACTOR FEE SCHEDULE

The scope of services shall be performed by the contractor based on a fixed price contract not to exceed $102,131. Furthermore $102,131 is the maximum obligation, and the contractor will not receive funding in excess of that amount.

The Contractor shall submit to the City a detailed breakdown and invoice of all charges, including detail of past payments and amounts still remaining due, accurate to the date of the invoice, with each request for payment. All invoices must be based on actual work completed. Expenses for meetings such as mileage, copies, etc. will be billed at cost. Invoices shall be sent monthly.

The contractor fee schedule follows on the next page. The W-9 form follows the contract fee schedule.
Appendix B. Pricing Forms

FORM 1

<table>
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<th>TASK</th>
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Expenses $10,225.00 $5,150.00 $15,375.00

| Bourne Transit | | | |
|----------------| | | |
| $22,000.00     | | | |

| TOTALS | 672   | $21,576.36 | $35,998.00 | $8,060.41 | $32,225.00 | $5,150.00 | $103,009.77 |

* The majority of Bob Bourne’s hours will be in Phase 2
## HOURLY RATES AND PARTICIPATION

**RFP**  DeKalb Region Transit Development Plan  
**FIRM**  SRF Consulting Group, Inc.  
**DATE**  8/4/2016

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<th>TEAM MEMBER</th>
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<th>TASK 2 %</th>
<th>TASK 3 HOURS</th>
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|                | 212          | 100%         | 304      | 100%         | 156      | 100%         | 100%     |

Is contractor a Disadvantaged Business Enterprise, Certified with the State of Illinois?  Yes  No
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**ESTIMATE OF DIRECT NON-SALARY EXPENSES:**

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**TOTAL ESTIMATED NON-SALARY EXPENSES:** $35,375.00

**SUBCONSULTANTS:** Bourne Consulting

**ESTIMATED DIRECT NON-SALARY EXPENSES**

$22,000
### Part I - Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

#### Social security number

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### Part II - Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am awaiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

#### Certification instructions

You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

### General Instructions

#### Section references

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fmw9.

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1098 (home mortgage interest)
- Form 1098-E (student loan interest)
- Form 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are awaiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.
EXHIBIT C. INSURANCE CERTIFICATIONS

The insurance certifications follow on the next page.
### Certificate of Liability Insurance

**Certificate Number:** 681878016

**Policy Period:** 6/30/2016 to 6/30/2017

**Insured:** SRF Consulting Group, Inc.

**Covered Project:** DeKalb Sycamore Area Transportation Study

**Producers:**
- Marsh & McLennan Agency LLC
- SRF Consulting Group, Inc.
- Continental Casualty Co
- American Casualty Co

**Inurers:**
- Continental Casualty Co (Insuror A)
- American Casualty Co (Insuror B)
- NAIC 

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#### Coverages

<table>
<thead>
<tr>
<th>Insured Limit</th>
<th>Type of Insurance</th>
<th>Addl Insd</th>
<th>Policy #</th>
<th>Policy EFP</th>
<th>Policy Exp</th>
<th>Limits</th>
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<tr>
<td>$2,000,000</td>
<td>Commercial General Liability</td>
<td>Each Occurrence</td>
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<td>$1,000,000</td>
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<td>Commercial General Liability</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**Waiver of Subrogation:** Applies on General Liability, Automobile Liability and Workers’ Compensation in favor of the Additional Insured as required by written contract or agreement limited to the General Liability and Automobile Liability coverage.

**Description of Operations:**
- The City of DeKalb, its employees, its committees, elected and appointed officers and its attorneys are included as Additional Insured as required by written contract or agreement limited to the General Liability and Automobile Liability coverage.

**Additional Information:**
- Marsh & McLennan Agency LLC
- SRF Consulting Group, Inc.
- Continental Casualty Co
- American Casualty Co

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**Certificate Holder:**
- City of DeKalb
- 200 South Fourth Street
- DeKalb IL 60115

**Cancellation:**
- Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative:**

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**ADDITIONAL REMARKS SCHEDULE**

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>NAMED INSURED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marsh &amp; McLennan Agency LLC</td>
<td>SRF Consulting Group, Inc.</td>
</tr>
<tr>
<td></td>
<td>One Carlson Parkway, #150</td>
</tr>
<tr>
<td></td>
<td>Minneapolis MN 55447</td>
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</table>

<table>
<thead>
<tr>
<th>POLICY NUMBER</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>CARRIER</th>
<th>NAIC CODE</th>
<th>EFFECTIVE DATE</th>
</tr>
</thead>
</table>

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

required by written contract or agreement.

Per the cancellation clause contained in the policies noted on this certificate, the policy provisions include at least 30 days notice of cancellation except for non-payment of premium.
NOTICE OF CANCELLATION OR MATERIAL CHANGE – DESIGNATED PERSON OR ORGANIZATION

It is understood and agreed that this endorsement amends the BUSINESS AUTO COVERAGE FORM as follows:

In the event of cancellation or material change that reduces or restricts the insurance provided by this Coverage Form, we agree to send prior notice of cancellation or material change to the person or organization scheduled below at the address scheduled below. This endorsement does not amend our obligation to notify the Named Insured of cancellation as described in the Common Policy Conditions or in another endorsement attached to this policy.

SCHEDULE

1. Number of days advance notice:

<table>
<thead>
<tr>
<th>Days</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Days if we cancel for non-payment of premium.</td>
</tr>
<tr>
<td>30</td>
<td>Days if the policy is cancelled for any other reason, or if coverage is restricted or reduced by endorsement.</td>
</tr>
</tbody>
</table>

2. Person or Organization’s Name and Address

<table>
<thead>
<tr>
<th>Name</th>
<th>SRF CONSULTING, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attention:</td>
<td></td>
</tr>
<tr>
<td>Street Address:</td>
<td>ONE CARLSON PARKWAY, #150, MINNEAPOLIS</td>
</tr>
<tr>
<td>City, State, ZIP:</td>
<td>MN 55447</td>
</tr>
<tr>
<td>e-mail address:</td>
<td></td>
</tr>
</tbody>
</table>

All other terms and conditions of the Policy remain unchanged.
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. WHO IS AN INSURED

The following is added to Section II, Paragraph A.1., Who is An Insured:

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,

b. The insurance afforded by this provision A.1. does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.

2. Any organization that you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

b. Does not apply to:

(1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or

(2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.

2. Any person or organization that you are obligated to provide insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.

4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision A. WHO IS AN INSURED, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or

2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In a.(2), the limit for the cost of bail bonds is increased from $2,000 to $5,000, and

2. In a.(4), the limit for the loss of earnings is increased from $250 to $500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

Section III, Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to Section III, Paragraph A.3.:

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

C. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

a. $60 per day, in lieu of $20; subject to

b. $1,800 maximum, in lieu of $600.

D. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. $1,000 maximum, in lieu of $600.

E. Personal Property

The following is added to Section III, Paragraph A.4.

C. We will pay up to $500 for loss to Personal Property which is:
(1) Owned by an "insured"; and
(2) In or on the covered "auto."

This coverage applies only in the event of a total theft of your covered "auto."

This insurance is excess over any other collectible insurance and no deductible applies.

F. Rental Reimbursement

The following is added to Section III, Paragraph A.4.:

d. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.

1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

   (a) The number of days reasonably required to repair or replace the covered "auto"; or,

   (b) 15 days.

2. Our payment is limited to the lesser of the following amounts:

   (a) Necessary and actual expenses incurred; or,

   (b) $25 per day subject to a maximum of $375.

3. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

4. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

G. Hired "Autos"

The following is added to Section III, Paragraph A.6.:

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

   a. Any covered "auto" you lease, hire, rent or borrow without a driver; and

   b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract

   in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or $75,000 whichever is less minus a $500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.

d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned "autos."

e. Such physical damage coverage for hired "autos" will:

   (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

   (2) Such coverage as is provided by this provision G.e.(1) will be subject to a limit of $750 per "accident."

H. Airbag Coverage

The following is added to Section III, Paragraph B.3.

The accidental discharge of an airbag shall not be considered mechanical breakdown.

I. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

   c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories

   d. A $100 per occurrence deductible applies to the coverage provided by this provision.

J. Diminution in Value

The following is added to Section III, Paragraph B.6.

Subject to the following, the "diminution in value" exclusion does not apply to:

   a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

   b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less,
under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:

(1) $5,000; or

(2) 20% of the "auto's" actual cash value (ACV)

III. Drive Other Car Coverage – Executive Officers

The following is added to Sections II and III:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:

a. An "auto" owned by that "executive officer" or a member of that person's household; or

b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:

(1) Equal to the greatest of those coverages afforded any covered "auto"; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to Section IV, Paragraph A.2.a.

(4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to Section IV, Paragraph A.2.b.

(6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Concealment, Misrepresentation or Fraud

The following is added to Section IV, Fraud B.2.

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

C. Policy Period, Coverage Territory

Section IV, Paragraphs 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days

V. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these conditions...
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: SRF CONSULTING, INC.

Endorsement Effective Date: 06/30/2016

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.
It is understood and agreed that this endorsement amends the COMMERCIAL GENERAL LIABILITY COVERAGE PART as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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25. Unintentional Failure To Disclose Hazards
26. Waiver of Subrogation – Blanket
27. Wrap-Up Extension: OCIP, CCIP or Consolidated (Wrap-Up) Insurance Programs
1. ADDITIONAL INSUREDS

a. WHO IS AN INSURED is amended to include as an Insured any person or organization described in paragraphs A. through I. below whom a Named Insured is required to add as an additional insured on this Coverage Part under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this Coverage Part; and

(2) was executed prior to:

(a) the bodily injury or property damage; or

(b) the offense that caused the personal and advertising injury,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through I. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a Named Insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury arising out of:

1. such person or organization’s financial control of a Named Insured; or

2. premises such person or organization owns, maintains or controls while a Named Insured leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a Named Insured and covered under this insurance but only with respect to such co-owner's liability for bodily injury, property damage or personal and advertising injury as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the Named Insured, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused in whole or in part by the Named Insured's acts or omissions, or the acts or omissions of those acting on the Named Insured's behalf:

a. in connection with the Named Insured’s premises; or

b. in the performance of the Named Insured's ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to bodily injury, property damage or personal and advertising injury arising out of the rendering of or failure to render any professional services by, on behalf of, or for the Named Insured, including but not limited to:
1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. supervisory, inspection, architectural or engineering activities.

D. Lessor of Equipment

Any person or organization from whom a Named Insured leases equipment, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by the Named Insured's maintenance, operation or use of such equipment, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a Named Insured leases land but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such land, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the Named Insured, or such owner or lessor's real estate manager, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such part of the premises leased to the Named Insured, and provided that the occurrence giving rise to such bodily injury or property damage, or the offense giving rise to such personal and advertising injury, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for bodily injury, property damage or personal and advertising injury arising out of the Named Insured's ownership, maintenance, or use of a premises by a Named Insured.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions - Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for bodily injury, property damage or personal and advertising injury arising out of:

1. the following hazards in connection with premises a Named Insured owns, rents, or controls and to which this insurance applies:
   a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
   b. the construction, erection, or removal of elevators; or
   c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a Named Insured or on a Named Insured's behalf.

The coverage granted by this paragraph does not apply to:

a. Bodily injury, property damage or personal and advertising injury arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. Bodily injury or property damage included within the products-completed operations hazard.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the Named Insured to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a Named Insured's participation in a trade show event as an exhibitor, presenter or display, any person or organization whom the Named Insured is required to include as an additional insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury caused by:

   a. the Named Insured's acts or omissions; or

   b. the acts or omissions of those acting on the Named Insured's behalf,

   in the performance of the Named Insured's ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to bodily injury or property damage included within the products-completed operations hazard.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED’S INSURANCE

The Other Insurance Condition in the COMMERCIAL GENERAL LIABILITY CONDITIONS Section is amended to add the following paragraph:

If the Named Insured has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this Coverage Part, WHO IS AN INSURED is amended to make the following natural persons Insureds.

If the additional insured is:

a. An individual, then his or her spouse is an Insured;

b. A partnership or joint venture, then its partners, members and their spouses are Insureds;

c. A limited liability company, then its members and managers are Insureds; or

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are Insureds;
but only with respect to locations and operations covered by the additional insured endorsement’s provisions, and only
with respect to their respective roles within their organizations.

Please see the ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES provision of this endorsement for additional coverage and restrictions applicable to spouses of natural person Insureds.

4. BOATS

Under COVERAGEs, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to add the following additional exception to the exclusion entitled Aircraft, Auto or Watercraft:

This exclusion does not apply to:

Any watercraft owned by the Named Insured that is less than 30 feet long while being used in the course of the Named Insured’s inspection or surveying work.

5. BODILY INJURY – EXPANDED DEFINITION

Under DEFINITIONS, the definition of bodily injury is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

6. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under CONDITIONS, the condition entitled Duties in The Event of Occurrence, Offense, Claim or Suit is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The Named Insured must give the Insurer or the Insurer’s authorized representative notice of an occurrence, offense or claim only when the occurrence, offense or claim is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an employee designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The Named Insured’s rights under this Coverage Part will not be prejudiced if the Named Insured fails to give the Insurer notice of an occurrence, offense or claim and that failure is solely due to the Named Insured’s reasonable belief that the bodily injury or property damage is not covered under this Coverage Part. However, the Named Insured shall give written notice of such occurrence, offense or claim to the Insurer as soon as the Named Insured is aware that this insurance may apply to such occurrence, offense or claim.

7. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a Named Insured has management control:

a. on the effective date of this Coverage Part; or

b. by reason of a Named Insured creating or acquiring the organization during the policy period,

qualifies as a Named Insured, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have
provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this BROAD NAMED INSURED provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this Coverage Part.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as Named Insureds by virtue of Paragraph 3. above, this insurance does not apply to:

a. bodily injury or property damage that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this Coverage Part applies to Named Insureds when trading under their own names or under such other trading names or doing-business-as names (dba) as any Named Insured should choose to employ.

8. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of insured contract is replaced by the following:

Insured Contract means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a Named Insured or temporarily occupied by a Named Insured you with permission of the owner is not an insured contract;

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to the Named Insured's business (including an indemnification of a municipality in connection with work performed for a municipality) under which the Named Insured assumes the tort liability of another party to pay for bodily injury or property damage to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:
That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the Insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and spouses of any natural person Insured or living trust shall also be insured under this policy; provided, however, coverage is afforded to such estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and spouses only for claims arising solely out of their capacity or status as such and, in the case of a spouse, where such claim seeks damages from marital community property, jointly held property or property transferred from such natural person Insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or spouse outside the scope of such person's capacity or status as such, provided, however, that the spouse of a natural person Named Insured, and the spouses of members or partners of joint venture or partnership Named Insureds are Insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Expected or Intended Injury and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the Insured. This exclusion does not apply to bodily injury or property damage resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

A. A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:

1. All damages under Coverage A, except damages because of bodily injury or property damage included in the products-completed operations hazard; and

2. All medical expenses under Coverage C,

that arise from occurrences or accidents which can be attributed solely to ongoing operations at that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Location General Aggregate Limit of any other location.

B. All:

1. Damages under Coverage B, regardless of the number of locations involved;
2. Damages under Coverage A, caused by occurrences which cannot be attributed solely to ongoing operations at a single location, except damages because of bodily injury or property damage included in the products-completed operations hazard; and

3. Medical expenses under Coverage C caused by accidents which cannot be attributed solely to ongoing operations at a single location,

will reduce the General Aggregate Limit shown in the Declarations.

C. For the purpose of this GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION Provision, "location" means:

1. a premises the Named Insured owns or rents; or

2. a premises not owned or rented by any Named Insured at which the Named Insured is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

For the purpose of determining the applicable aggregate limit of insurance, premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single location.

D. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Location General Aggregate Limit or the General Aggregate Limit, depending on whether the occurrence can be attributed solely to ongoing operations at a particular location.

E. When coverage for liability arising out of the products-completed operations hazard is provided, any payments for damages because of bodily injury or property damage included in the products-completed operations hazard, regardless of the number of locations involved, will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.

F. The provisions of LIMITS OF INSURANCE not otherwise modified by this GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION Provision shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the Named Insured, or chartered by or for the Named Insured, will be treated in the same manner as though the action were in personam against the Named Insured.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to bodily injury that arises out of a health care incident:

A. Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the Insuring Agreement is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:

b. This insurance applies to bodily injury provided that the professional health care services are incidental to the Named Insured's primary business purpose, and only if:

(1) such bodily injury is caused by an occurrence that takes place in the coverage territory.

(2) the bodily injury first occurs during the policy period. All bodily injury arising from an occurrence will be deemed to have occurred at the time of the first act, error, or omission that is part of the occurrence; and
B. Under COVERAGE A – Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to:

i. add the following to the Employers Liability exclusion:

This exclusion applies only if the bodily injury arising from a health care incident is covered by other liability insurance available to the Insured (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled Contractual Liability and replace it with the following:

This insurance does not apply to:

Contractual Liability

the Insured’s actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. to add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not be limited to claims based on an individual’s race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any health care incident for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the Named Insured’s employees or volunteer workers in the rendering of:

a. professional health care services on behalf of the Named Insured or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;
b. Nurse;
c. Nurse practitioner;
d. Emergency medical technician;
e. Paramedic;
f. Dentist;
g. Physical therapist;
h. Psychologist;
i. Speech therapist;
j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of occurrence and replace it with the following:

Occurrences means a health care incident. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single occurrence;

iii. amend the definition of Insured to:

a. add the following:

the Named Insured's employees are Insureds with respect to:

(1) bodily injury to a co-employee while in the course of the co-employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business; and

(2) bodily injury to a volunteer worker while performing duties related to the conduct of the Named Insured's business;

when such bodily injury arises out of a health care incident.

the Named Insured's volunteer workers are Insureds with respect to:

(1) bodily injury to a co-volunteer worker while performing duties related to the conduct of the Named Insured's business; and

(2) bodily injury to an employee while in the course of the employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business;

when such bodily injury arises out of a health care incident.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of WHO IS AN INSURED.

D. The Other Insurance condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance
b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the Named Insured to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

A. Past Joint Ventures, Partnerships, Limited Liability Companies

The following is added to WHO IS AN INSURED:

If the Named Insured was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the policy period, such Named Insured is an Insured with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to personal and advertising injury occurred prior to such termination date, and the personal and advertising injury arising out of such offense, first occurred after such termination date;

b. the bodily injury or property damage first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

If the joint venture, partnership or limited liability company is or was insured under a consolidated (wrap-up) insurance program, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude bodily injury, property damage or personal and advertising injury that would otherwise be covered under the Architects, Engineers And Surveyors General Liability Extension Endorsement provision entitled WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS. Please see that provision for the definition of consolidated (wrap-up) insurance program.

B. Participation In Current Professional Joint Ventures

The following is added to WHO IS AN INSURED:

The Named Insured is also an Insured for participation in a current joint venture that is not named on the Declarations, but only if such joint venture meets all of the following criteria:

a. Each and every one of the Named Insured’s co-venturers are architectural, engineering or surveying firms only; and

b. There is no other valid and collectible insurance purchased specifically to insure the joint venture.

However, the Named Insured is an Insured only for the conduct of such Named Insured’s business within such a joint venture. The Named Insured is not insured for liability arising out of the acts or omissions of other co-venturers, nor of their partners, members or employees.

C. WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

Except as provided under this Architects, Engineers And Surveyors General Liability Extension Endorsement or by the attachment of another endorsement (if any), no person or organization is an Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.
15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED’S CARE, CUSTODY OR CONTROL

A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete exclusion j. Damage to Property in its entirety and replace it with the following:

This insurance does not apply to:

j. Damage to Property

Property damage to:

(1) Property the Named Insured owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property;

(2) Premises the Named Insured sells, gives away or abandons, if the property damage arises out of any part of those premises;

(3) Property loaned to the Named Insured;

(4) Personal property in the care, custody or control of the Insured;

(5) That particular part of real property on which the Named Insured or any contractors or subcontractors working directly or indirectly on the Named Insured’s behalf are performing operations, if the property damage arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because your work was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to property damage (other than damage by fire) to premises rented to the Named Insured or temporarily occupied by the Named Insured with the permission of the owner, nor to the contents of premises rented to the Named Insured for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in LIMITS OF INSURANCE.

Paragraph (2) of this exclusion does not apply if the premises are your work.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to property damage included in the products-completed operations hazard.

Paragraphs (3) and (4) of this exclusion do not apply to property damage to:

i. tools, or equipment the Named Insured borrows from others, nor

ii. other personal property of others in the Named Insured’s care, custody or control while being used in the Named Insured’s operations away from any Named Insured’s premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

a. property at a job site awaiting or during such property’s installation, fabrication, or erection;

b. property that is mobile equipment leased by an Insured;
c. property that is an auto, aircraft or watercraft;

d. property in transit; or

e. any portion of property damage for which the Insured has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See LIMITS OF INSURANCE as amended below.

B. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a Named Insured or temporarily occupied by a Named Insured with permission of the owner, nor to damage to the contents of premises rented to a Named Insured for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE.

C. The following paragraph is added to LIMITS OF INSURANCE:

Subject to 5. above, $25,000 is the most the Insurer will pay under Coverage A for damages arising out of any one occurrence because of the sum of all property damage to borrowed tools or equipment, and to other personal property of others in the Named Insured’s care, custody or control, while being used in the Named Insured’s operations away from any Named Insured’s premises. The Insurer’s obligation to pay such property damage does not apply until the amount of such property damage exceeds $1,000. The Insurer has the right but not the duty to pay any portion of this $1,000 in order to effect settlement. If the Insurer exercises that right, the Named Insured will promptly reimburse the Insurer for any such amount.

D. Paragraph 6., Damage To Premises Rented To You Limit, of LIMITS OF INSURANCE is deleted and replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under Coverage A for damages because of property damage to any one premises while rented to the Named Insured or temporarily occupied by the Named Insured with the permission of the owner, including contents of such premises rented to the Named Insured for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. $500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph 4.b.(1)(a)(ii) of the Other Insurance Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the Named Insured, for premises temporarily occupied by the Named Insured with the permission of the owner; or for personal property of others in the Named Insured’s care, custody or control;

16. LIQUOR LIABILITY

Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Liquor Liability.

This LIQUOR LIABILITY Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.
17. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under Coverage C for all medical expenses because of bodily injury sustained by any one person. The Medical Expense Limit is the greater of:

   (1) $15,000 unless a different amount is shown here: $N,NNN,NNN,NNN; or
   
   (2) the amount shown in the Declarations for Medical Expense Limit.

B. Under COVERAGES, the Insuring Agreement of Coverage C – Medical Payments is amended to replace Paragraph 1.a.(3)(b) with the following:

   (b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended as follows:

The exclusion entitled Aircraft, Auto or Watercraft is amended to add the following:

This exclusion does not apply to an aircraft not owned by any Named Insured, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2. the aircraft is rented with a trained, paid crew to the Named Insured; and

3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete subparagraph (2) of the exclusion entitled Aircraft, Auto or Watercraft, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any Named Insured, provided the watercraft is:

   (a) less than 75 feet long; and
   
   (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY – DISCRIMINATION OR HUMILIATION

A. Under DEFINITIONS, the definition of personal and advertising injury is amended to add the following tort:

   Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under COVERAGES, Coverage B – Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to:

1. delete the Exclusion entitled Knowing Violation Of Rights Of Another and replace it with the following:
This insurance does not apply to:

**Knowing Violation of Rights of Another**

Personal and advertising injury caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict personal and advertising injury. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the Named Insured; or  
(b) any executive officer, director, stockholder, partner, member or manager (if the Named Insured is a limited liability company) of the Named Insured.

2. add the following exclusions:  

This insurance does not apply to:  

**Employment Related Discrimination**  
discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any Insured.

**Premises Related Discrimination**  
discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any Insured.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization whose status as an Insured derives solely from

Provision 1. ADDITIONAL INSURED of this endorsement; or  
attachment of an additional insured endorsement to this Coverage Part.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under COVERAGES, Coverage B –Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Contractual Liability.

B. Solely for the purpose of the coverage provided by this PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY provision, the following changes are made to the section entitled SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:

1. Paragraph 2.d. is replaced by the following:

   d. The allegations in the suit and the information the Insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

   So long as the above conditions are met, attorney's fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred
by the indemnitee at the Insurer’s request will be paid as defense costs. Such payments will not be deemed to be damages for personal and advertising injury and will not reduce the limits of insurance.

C. This PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY Provision does not apply if Coverage B – Personal and Advertising Injury Liability is excluded by another endorsement attached to this Coverage Part.

This PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

22. PROPERTY DAMAGE – ELEVATORS

A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended such that the Damage to Your Product Exclusion and subparagraphs (3), (4) and (6) of the Damage to Property Exclusion do not apply to property damage that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this PROPERTY DAMAGE – ELEVATORS Provision, the Other Insurance conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as Insureds natural persons who are retired partners, members, directors or employees, but only for bodily injury, property damage or personal and advertising injury that results from services performed for the Named Insured under the Named Insured’s direct supervision. All limitations that apply to employees and volunteer workers also apply to anyone qualifying as an Insured under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled SUPPLEMENTARY PAYMENTS – COVERAGE A AND B is amended as follows:

A. Paragraph 1.b. is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000 limit; and

B. Paragraph 1.d. is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000 limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the Named Insured unintentionally fails to disclose all existing hazards at the inception date of the Named Insured’s Coverage Part, the Insurer will not deny coverage under this Coverage Part because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under CONDITIONS, the condition entitled Transfer Of Rights Of Recovery Against Others To Us is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the Named Insured’s ongoing operations; or

2. your work included in the products-completed operations hazard.

However, this waiver applies only when the Named Insured has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:
1. is in effect or becomes effective during the term of this Coverage Part; and

2. was executed prior to the bodily injury, property damage or personal and advertising injury giving rise to the claim.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a consolidated (wrap-up) insurance program by applicable state statute or regulation.

If the endorsement EXCLUSION – CONSTRUCTION WRAP-UP is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a consolidated (wrap-up) insurance program project in which the Named Insured is or was involved, this exclusion does not apply to those sums the Named Insured become legally obligated to pay as damages because of:

1. Bodily injury, property damage, or personal or advertising injury that occurs during the Named Insured’s ongoing operations at the project, or during such operations of anyone acting on the Named Insured’s behalf; nor

2. Bodily injury or property damage included within the products-completed operations hazard that arises out of those portions of the project that are not residential structures.

B. Condition 4. Other Insurance is amended to add the following subparagraph 4.b.(1)(c):

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the Named Insured as a result of the Named Insured being a participant in a consolidated (wrap-up) insurance program, but only as respects the Named Insured’s involvement in that consolidated (wrap-up) insurance program.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and

2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, residential structure does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. Residential structure also does not include hospitals or prisons.
This WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.
Wherever used in this endorsement: 1) Insurer means "we", "us", "our" or the "Company" as those terms may be defined in the policy; and 2) Named Insured means the first person or entity named on the declarations page; and 3) "Insured(s)" means all persons or entities afforded coverage under the policy.

Any cancellation, non-renewal or termination provision(s) in the policy are deleted in their entirety and replaced with the following:

CANCELLATION AND NON-RENEWAL

A. CANCELLATION

1. The Named Insured may cancel the policy at any time. To do so, the Named Insured must return the policy to the Insurer or any of its authorized representatives, indicating the effective date of cancellation; or provide a written notice to the Insurer, stating when the cancellation is to be effective.

2. The Insurer may cancel the policy by mailing or delivering to the Named Insured written notice of cancellation, including the reason for the cancellation, within the first eighty-nine (89) days. The Insurer must mail notice of cancellation to the Named Insured, at the last mailing address known to the Insurer prior to the effective date of cancellation. The Named Insured will receive at least ten (10) days prior notice, if the Insurer cancels for non-payment of premium; or sixty (60) days notice, if the Insurer cancels for any other reason.

3. If the policy has been in effect for ninety (90) days or more or at any time if the policy is a renewal with the Insurer, it may be canceled only for one of the following reasons:

   a. Non-payment of premium;
   b. Material misrepresentation or fraud;
   c. Any insured violated the terms and conditions of this policy;
   d. The risk originally accepted has measurably increased;
   e. Loss of reinsurance;
   f. Determination by the Commissioner that continuation of the policy could place the Insurer in violation of Minnesota law;
   g. Refusal to eliminate known conditions that may increase the potential for loss after notification by the Insurer that the condition must be removed.

   The Insurer will mail or deliver written notice of cancellation to the Named Insured including the reason for cancellation, at the last mailing address known to the Insurer prior to the effective date of cancellation. The Named Insured will receive at least ten (10) days prior notice, if the Insurer cancels for non-payment of premium; or sixty (60) days prior notice, if the Insurer cancels for any other permissible reason.

4. If the Insurer cancels for non-payment of premium, the notice will also include the amount of premium due, the due date and the effect of non-payment by the due date. However, the Named Insured may continue the coverage by payment in full at any time prior to the date which the cancellation is effective.

5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.
B. PREMIUM REFUND

If this policy is cancelled, the Insurer will send the Named Insured any premium refund due. If the Insurer cancels the refund will be pro rata. If the Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if the Insurer has not made or offered a refund.

C. NON-RENEWAL

1. The Insurer can non-renew the policy by providing written notice to the Named Insured, at the last mailing address known to the Insurer, at least sixty (60) days prior to the effective date of such non-renewal. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. Like notice of non-renewal will state the actual reason for non-renewal.

D. CONDITIONAL RENEWAL

If the Insurer conditions renewal of the Named Insured’s policy at less favorable terms as to the dollar amount of coverage, deductibles, higher rates or rating plans, such less favorable terms will take effect on the renewal date if the Insurer has notified the Named Insured of the less favorable terms at least (60) days prior to the effective date of such renewal. If notice is mailed, proof of mailing will be sufficient proof of notice.

If the Insurer has not given such advance notice, the Named Insured may cancel the renewal policy within sixty (60) days after receiving notice, and any earned premium shall be calculated on a pro-rata basis.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.
This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

It is understood and agreed that the Insurer will waive, both in the adjustment of claims and the defense of suits against the Insured, any governmental or charitable immunity as applicable, of the Insured, unless the Insured requests in writing that the Insurer not do so.

Waiver of immunity as a defense will not subject the Insurer to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.
MINNESOTA CANCELLATION AND NONRENEWAL ENDORSEMENT

This endorsement applies only to the insurance provided because Minnesota is shown in Item 3.A. of the Information Page.

Cancellation of a New Policy
If this policy is a new policy and has been in effect for fewer than 90 days, we may cancel for any reason by giving you notice at least 60 days before the effective date of cancellation.

Cancellation of Other Policies
If this policy has been in effect for 90 days or more, or if it is a renewal of a policy we issued, we may cancel for one or more of the following reasons:

1. Nonpayment of premium;
2. Misrepresentation or fraud made by you or with your knowledge in obtaining the policy or in pursuing a claim under the policy;
3. An act or omission by you that substantially increases or changes the risk insured;
4. Refusal by you to eliminate known conditions that increase the potential for loss after notification by us that the condition must be removed;
5. Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing this policy;
6. Loss of reinsurance by us which provided coverage to us for a significant amount of the underlying risk insured.

Any notice of cancellation pursuant to this item shall advise you that you have 10 days from the date of receipt of the notice to appeal the cancellation to the commissioner of commerce and that the commissioner will render a decision as to whether the cancellation is justified because of the loss of reinsurance within 30 business days after receipt of the appeal;

7. A determination by the commissioner that the continuation of the policy could place us in violation of the Minnesota insurance laws; or
8. Nonpayment of dues to an association or organization, other than an insurance association or organization, where payment of dues is a prerequisite to your obtaining or continuing this policy. This item shall not apply to persons who are retired at 62 years of age or older or who are disabled according to Social Security standards.

If we cancel your policy for any of the reasons listed in (2) through (8), we will give notice at least 60 days before the effective date of cancellation.

Notice of Cancellation
Any notice of cancellation under this endorsement shall be in writing and shall be sent by first class mail or delivered to you and any agent, to the last mailing addresses known to us. A cancellation notice for nonpayment of premium must be sent at least 30 days before the actual date of cancellation and shall state the amount of premium due and the due date, and shall state the effect of nonpayment by the due date. Cancellation shall not be effective if payment of the amount due is made prior to the effective date of cancellation in the notice. A cancellation notice for some other reason shall state the specific reason for cancellation and shall state the effective date of cancellation. The policy will end on that date.

Refunds Due You
If this policy is canceled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
Nonrenewal of Your Policy

Any notice of nonrenewal shall be in writing and shall be sent by first class mail, or delivered to you and any agent, to the last mailing addresses known to us, at least 60 days before the expiration date.

We need not mail or deliver this nonrenewal notice if you have:
1. Insured elsewhere;
2. Accepted replacement coverage; or
3. Requested or agreed not to renew this policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Notes:

1. In order to conform each carriers' information page with other provisions of the Standard Workers' Compensation Policy, the Information Page must, at a minimum, comply with the sequence of items 1 through 4 of WC 00 00 01 which may not be changed.
2. This endorsement conforms to the minimum notice requirements of Minnesota Statutes 60A.36, 60A.37 and 176.185, subd. 1 and 1a. An insurer may modify this endorsement to provide for notice periods that exceed the statutory minimums.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION ON WHOSE BEHALF YOU ARE REQUIRED TO OBTAIN THIS WAIVER OF OUR RIGHT TO RECOVER FROM UNDER A WRITTEN CONTRACT OR AGREEMENT.

THIS ENDORSEMENT DOES NOT APPLY IN WI
**DATE (MM/DD/YYYY):** 9/7/2016

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

**PRODUCER:**

H. Robert Anderson and Associates, Inc.
8201 Norman Center Drive
Suite 220
Bloomington, MN 55437

**INSURED:**

SRF Consulting Group, Inc.
One Carlson Parkway North
Suite 150
Minneapolis, MN 55447

**COVERAGES**

**CERTIFICATE NUMBER:** 2016 - 2017

**REVISION NUMBER:** 1

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

PROJECT: DeKalb Sycamore Area Transportation Study

*If required by a written, executed contract with the client, subject to all policy terms and conditions, waiver of subrogation under the above described professional liability policy applies against clients of the insured.*

*If required by written, executed contract with Insured, as per the policy endorsement language, a 30 day notice of cancellation applies. This certificate or memorandum of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.*

**CERTIFICATE HOLDER**

City of DeKalb
200 South Fourth Street
DeKalb, IL 60115

**AUTHORIZED REPRESENTATIVE**

**CANCELLATION**

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

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<th>INSURER A</th>
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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

*ACORD 101, Additional Remarks Schedule, may be attached if more space is required*
EXHIBIT D.  FEDERAL CLAUSES

1) Non-Discrimination and Equal Employment Opportunity. The Contractor agrees to comply with all applicable provisions of the Illinois Human Rights Act, as amended (775 Illinois Compiled Statutes 5), Title VI of the U.S. Civil Rights Act, as amended (42 U.S.C. Paragraph 6102), Section 202 of the Americans with Disabilities Act (42 U.S.C. Paragraph 12132), federal and state sexual harassment laws, Section 504 of the U.S. Rehabilitation Act and the rules and regulations applicable to each. The Contractor agrees to abide by applicable Federal transit laws at 49 U.S.C. Paragraph 5332, all applicable equal employment opportunity requirements of the U.S. Department of Labor (41 C.F.R. Parts 60 et seq.), and Executive Orders Number 11246 and 11375. The Illinois Human Rights Act prohibits discrimination against any employee or applicant for employment because of race, color, creed, national origin, sex, age, sexual orientation, or disability. The Contractor agrees that it will comply with all applicable current Federal Transit Administration and Illinois Department of Transportation non-discrimination and equal employment opportunity rules and regulations or any such rules and regulations that may be issued during the period of this Agreement.

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

a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, or unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

b) That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, sexual orientation, or an unfavorable discharge from military service.
d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representatives of the Contractor’s obligations under the Illinois Human Rights Act and the Department’s Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

e) That it will submit reports as required by the Department’s Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department’s Rules and Regulations.

f) That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department’s Rules and Regulations.

g) That it will include verbatim or by reference the provisions of this Item in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

h) The Contractor shall have written sexual harassment policies that shall include, at a minimum, the following information:

i) the illegality of sexual harassment;

ii) the definition of sexual harassment, under State law;

iii) a description of sexual harassment, utilizing examples;

iv) the Contractor’s internal complaint process, including penalties;

v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and Human Rights Commission;

vi) directions on how to contact the Department and Commission; and

vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.

The following federal civil rights requirements apply to this Agreement:
a) Nondiscrimination--In accordance with Title VI of the Civil Rights Act, as amended, 41 U.S.C. 2000d; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6120; Section 202 of the American with Disabilities Act of 1990, 42 U.S.C. 12132; and federal transit laws at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity--The following equal employment opportunity requirements will apply to this Agreement:

a) Race, Color, Creed, National Origin, Sex--In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and federal transit laws at 49 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

b) Age--In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and federal transit law at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

c) Disabilities--In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
d) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by the FTA, modified only if necessary to identify the affected parties.

2) **Disadvantaged Business Enterprises.** This Agreement is subject to the requirements of 49 CFR 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 ten percent. DBE participation has not been established for this procurement.

The Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this federal assisted Agreement. Failure by the Contractor to carry out these requirements is a material breach of the Agreement, which may result in the termination of the Agreement or such other remedy as the City of DeKalb / DSATS and the Illinois Department of Transportation deems appropriate. Any subcontract that the Contractor signs with a subcontractor must include the assurances in this paragraph.

3) **Responsibility to Read Agreement.** The Contractor must thoroughly examine and will be held to have thoroughly examined and read the entire Agreement. Failure to acquaint itself with the Agreement will not be a basis for disputing any action by the City permitted by this Agreement.

4) **Use of Subcontractors.** The use of subcontractors to perform any portion of the work or services described in this Agreement may be allowable if prior approval is received from the City of DeKalb / DSATS and the Illinois Department of Transportation (IDOT). All such subcontracts and/or sub-agreements shall be handled as prescribed for third-party contracts and/or agreements by the IDOT manual for Public Transportation Capital Improvement Grants. All requests for concurrences for subcontracts shall be submitted to the City of DeKalb / DSATS for approval prior to submittal to the IDOT.

5) **Retention of Records.** The Contractor will maintain for a minimum of three (3) years after the completion of the contractual Agreement, all books, records, and supporting documents to verify the amounts, receipts, disbursements, recipients, and uses of all funds passing between the City of DeKalb / DSATS and the Contractor in conjunction with this Agreement.

6) **Interest of Members of Congress and Prohibited Interest.**
   a) **Interest of Members of Congress:** No member of or delegate to the Illinois General Assembly or the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising there from.
   b) **Prohibited Interests:** No member of Congress of the United States, member of the Illinois General Assembly, member of the DeKalb City Council, member of the various DSATS committees, staff member of the City of DeKalb / DSATS, staff
member of the Voluntary Action Center, or staff member of the Illinois Department of Transportation and the Federal Transit Administration shall be allowed to share any part of the purchase agreement that may arise from this Request for Proposals or to any benefit that may arise from such agreement.

7) **Right to Modify Agreement.** The City reserves the right to modify this Agreement as deemed appropriate to accomplish the City’s goals and reflect available funding. The City will ensure that the Contractor and any subcontractors will receive amendments in a timely manner. Any amendments or changes to this Agreement must receive prior approval from the Illinois Department of Transportation.

8) **Federal Changes.** The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City of DeKalb / DSATS and the Illinois Department of Transportation, as they may be amended or promulgated from time to time during the term of the city’s Agreement with the Contractor. Failure to comply with this requirement will be a material breach of the Agreement between the City and the Contractor.

9) **Licenses and Permits.** The Contractor and all subcontractors will be appropriately licensed for the work or services required by this Agreement and all sub-agreements. The cost for all required or necessary licenses, permits, and taxes are the sole responsibility of the Contractor or subcontractor.

10) **Escalation Clauses.** Escalation clauses are not allowed in this Agreement or any sub-agreement resulting from this Agreement.

11) **Audit and Inspection of Records.** The Contractor shall permit authorized representatives of the City of DeKalb / DSATS, the Federal Transit Administration and the State of Illinois to inspect and audit all books, documents, papers, data and records of the Contractor relating to the Contractor’s performance under the Agreement. The Contractor agrees to provide the City of DeKalb / DSATS, the Illinois Department of Transportation, the Federal Transit Administration and the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for purposes of making audits, examinations, excerpts and transcriptions in accordance with 49 CFR 18.36(i). The Contractor also agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The FTA does not require the inclusion of these requirements in subcontracts.

12) **Assignment.** Assignment of any portion of the work required under this Agreement must be approved by the DeKalb City Council and the Illinois Department of Transportation.
13) **Ownership of Records.** The City of DeKalb / DSATS will retain ownership of all plans, specifications, and related documents resulting from this Agreement.

14) **State and Federal Rules and Regulations Not Applicable to this Agreement.** The following state and federal rules and regulations are not applicable to this Agreement if the contract cost is below $100,000:

   a) Prime Contractor Participation
   b) Warranty of Construction
   c) Certified Payroll Requirements
   d) Project Sign Requirements
   f) Fly America Requirements (49 U.S.C. 40118 and 41 CFR Part 301-10)
   j) Pre-Award and Post Delivery Audit (49 U.S.C. 5323 and 49 CFR Part 663)
   k) Recycled Products Requirement (42 U.S.C. 6962, 40 CFR Part 247 and Executive Order 12873)
   m) Patent and Rights in Data (37 CFR Part 401 and 49 CFR Parts 18 and 19)
   n) Transit Employee Protective Agreements (49 U.S.C. 5310 and 5333 and 29 CFR Part 215)
   o) Drug and Alcohol Testing (49 U.S.C. 5331 and 49 CFR Parts 653 and 654)
   p) Performance Bond Requirements

   The Contractor must be aware that many of the above requirements and regulations are applicable to construction contracts and must be included in bidding and contract documents prepared for the project by the Contractor.

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

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

17) **Clean Water Requirements.** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control
Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report any violation to the City of Macomb and understands and agrees that the City of DeKalb / DSATS will, in turn, report any violation as required to assure notification to FTA and the appropriate EPA regional office. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by the FTA.

18) **Lobbying.** The Contractor will sign appropriate and applicable certification statements in the Agreement (Part Four) that certifies that no federal appropriated funds have been or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

The Contractor will also complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying", if any funds other than federal appropriated funds have been or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a contract, grant, loan or cooperative agreement resulting from this Agreement.

The Contractor will include this language and certification in any subcontracts resulting from this Agreement.

19) **Clean Air Requirements.** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Contractor agrees to report any violation to the City of DeKalb / DSATS and understands and agrees that the city will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office. The Contractor also agrees to include these requirements in any subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

20) **No Government Obligation to Third Parties.** The City of DeKalb / DSATS and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the City of DeKalb / DSATS, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this Agreement. The Contractor agrees to include the above clause in any subcontract financed in whole or in part with federal assistance provided by the FTA and further agrees not to modify the clause, except to identify the subcontractor who will be subject to its provisions.
21) Program Fraud and False or Fraudulent Statements and Related Acts. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this project. Upon the execution of this Agreement with the City of DeKalb / DSATS, the Contractor certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or will cause to be made, pertaining to this Agreement or the FTA assisted project for which contract work will be performed. In addition to other penalties that may be applicable, the Contractor acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Federal Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 40 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

22) Debarment and Suspension. This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor verifies that it or its principals as defined in 49 CFR 29.995, or affiliates as defined in 40 CFR 29.905, are not excluded or disqualified as defined in 49 CFR 29.940 and 29.945. The Contractor will comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR, Subpart C in any lower tier covered transactions it enters into.

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

23) Privacy Act. The Contractor agrees to comply with, and assure the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. 552a. If applicable, the Contractor agrees to obtain the express consent of the Federal Government before it or its employees operate a system of records on behalf 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. 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.

24) Termination. The following termination clauses are applicable to this Agreement:

a) Termination for Convenience or Default: The City of DeKalb / DSATS may terminate the Agreement (contract) in whole or in part, for the City’s convenience or because of the failure of the Contractor to fulfill the contract obligation. The City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the City’s MPO Coordinator all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing the Agreement, whether completed or in process.

If the termination is for the convenience of the City of DeKalb / DSATS, the MPO Coordinator shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the City may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the City.

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

b) Opportunity to Cure: The City of DeKalb / DSATS in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such cases, the notice of termination will state the time period in which the cure is permitted and other appropriate conditions.

If the Contractor fails to remedy to the City’s satisfaction the breach or default of any of the terms, covenants or conditions of the contract within ten (10) days after receipt by the Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default.
c) Waiver of Remedies of any Breach: In the event that the City of DeKalb / DSATS elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of the contract, such waiver by the City shall not limit the City’s remedies for any succeeding breach of that or any other term, covenant or condition of the contract.

25) Contract Breaches and Dispute Resolution. The following Breaches and Dispute Resolutions requirements are applicable to this Agreement and all subcontracts that results from this Agreement:

a) Disputes--Disputes arising in the performance of the Agreement which are not resolved by agreement of the City and the Contractor shall be decided in writing by the Mayor of the City of DeKalb. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Mayor. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Mayor shall be binding upon the Contractor and the Contractor shall abide by the decision.

b) Performance During Dispute--Unless otherwise directed by the City of DeKalb / DSATS, the Contractor shall continue performance under the Agreement while matters in dispute are being resolved.

c) Claims for Damages--Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or any of its employees, agents or others for whose acts they are legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

d) Remedies--Unless the Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to the Agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Illinois if there is no mutual agreement.

e) Rights and Remedies--The duties and obligations imposed by the Agreement documents and the rights and remedies available there under 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 City of Macomb or the Contractor shall constitute a waiver of right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

26) Incorporation of FTA Terms. This Agreement will include certain standard terms and conditions required by the FTA as set forth in FTA Circular 4220.1E. These standard terms and conditions, as mandated by FTA, will be deemed to control in the event of a conflict with any other provisions that may be contained in the Agreement document.
The Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any City of DeKalb / DSATS requests which would cause the City of DeKalb/DSATS to be in violation of FTA terms and conditions.

27) **Insurance Requirement.** As a requirement of this Agreement, the Contractor must provide evidence of Professional General Liability Insurance coverage in an amount and form acceptable to City of DeKalb / DSATS.

28) **Prompt Payment.** The Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Contractor receives from the City of DeKalb / DSATS. The Contractor also agrees to return retainage payments to each subcontractor within 30 days after the subcontractor’s 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 City of DeKalb / DSATS. This clause applies to both DBE and non-DBE subcontractors.

29) **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the Contractor’s firm or to an officer of the Contractor’s corporation for whom it was intended, or if delivered at or sent by certified mail, return receipt requested, to the last know business address of the Contractor.

30) **Submittal Formats.** All drawings created for this project are to be computer-generated drawings in the .dwg format and shall be provided to the City on paper and in an acceptable electronic format. The format and layering utilized shall conform to the standards endorsed by the American Institute of Architects. All specifications and other written construction contract documents shall be generated in the .doc format and shall be provided to the City on paper and in an acceptable electronic format. Any other format desired by the Contractor shall be subject to review and direction of the City.
EXHIBIT E.  IDOT CLAUSES

1) Financial Assistance. This contract is subject to financial assistance contracts between the City of DeKalb / DSATS and the Federal Transit Administration (FTA). As the Illinois Department of Transportation must sign off on all FTA approved grants, all contracts are subject to the rules and regulations of IDOT and the State of Illinois.

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

3) Prohibited Interests. No member, or officer, or employee of the City of DeKalb / DSATS or a local public body with financial interest or control in this contract during their tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

4) Audit and Inspection of Records. The contractor shall permit the authorized representatives of the City of DeKalb, the State of Illinois, and the Federal Transit Administration (FTA) to inspect and audit all data and records of the contractor relating to his performance under the contract.

5) Assignment. Assignment of any portion of the work by Subcontract must be approved in advance by the City of DeKalb / DSATS.

6) Retention of Records. The contractor shall maintain records to show actual time devoted and cost incurred. The Contractor will maintain for a minimum of three (3) years after the completion of the contractual agreement, all books, records and supporting documents to verify the amounts, receipts, disbursements, recipients, and uses of all funds passing between the City of DeKalb / DSATS and the Contractor in conjunction with this the Agreement.

7) Ownership of Records. The City of DeKalb / DSATS shall retain ownership of all plans, specifications, and related documents.

8) Contract Changes. Any proposed change in this contract shall be submitted to the City of DeKalb / DSATS for its prior approval.

9) Rejection of Bids. The right is reserved to accept any bid or any part or parts thereof or to reject any and all bids.

10) Subcontracts. The contractor shall not enter into any sub-contracts or agreements, or start any work by the work forces of any subcontractor or use any materials from the stores, of any subcontractor, with respect to this contract without the prior concurrence of the City of DeKalb / DSATS. All such subcontracts, agreements, and force work and materials shall be handled as prescribed for third-party contracts, agreements, and force-account work by the IDOT manual for Public Transportation Capital Improvement Grants.
11) Escalation Clauses. Escalation clauses are not allowed as part of specifications or contracts and agreements.

12) E/E/O Compliance. Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

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

a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, sexual orientation, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

b) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department’s Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, sexual orientation, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the contractor’s obligations under the Illinois Human Rights Act and the Department’s Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

e) That it will submit reports as required by the Department’s Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department’s Rules and Regulations.
f) That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department’s Rules and Regulations.

g) That it will include verbatim or by reference the provisions of this ITEM in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

h) The Grantee shall have written sexual harassment policies that shall include, at a minimum, the following information:
   i) The illegality of sexual harassment;
   ii) The definition of sexual harassment, under State law;
   iii) A description of sexual harassment, utilizing examples;
   iv) The Grantee’s internal complaint process including penalties;
   v) The legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission;
   vi) Directions on how to contact the Department and Commission; and
   vii) Protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request."

14) Government Inspection. Representatives of the City of DeKalb / DSATS and the State of Illinois shall have access to the site of construction and shall have the right to inspect all project work.

15) Performance Bond (Construction over $100,000). The contractor shall furnish a performance bond in an amount equal to 100 percent of his contract price.

16) Insurance. The contractor and his subcontractors shall provide the following insurance requirements:

   a) All Contractors and All Contracts--Contractor shall provide any and all insurance required under any applicable law, regulation, statute or ordinance, including but not limited to Workers’ Compensation insurance, Public Liability Property Damage, unemployment insurance, automobile liability insurance, and other legally required insurance. The contractor shall carry Builders’ Risk Insurance, including fire and extended coverage, on 100 percent of the completed value of the insurable portion of construction. Such insurance coverage is required to remain in effect throughout
the term of this Agreement. Contractor shall produce a certificate evidencing current coverage upon request from the City. Contractor shall indemnify and hold harmless the City from any and all liability, damage, cost or expense which the City may incur or be liable to pay as a result of any and all accidental injuries or damages suffered by the Consultant or its employees (in addition to any other required indemnification or insurance from Consultant).

17) **Certificates and General Conditions.** Unless otherwise indicated herein, any certificate of insurance except Workers’ Compensation and Professional Liability shall further indicate that the City is additional primary insured on such policy of insurance, shall indicate that such policies shall not have any right of subrogation against the City or the City’s insurers, and shall indicate that said policy shall not be cancelled or revoked except after the provision of not less than thirty (30) days’ notice to the City. Contractor shall maintain said policy in full force and effect for the duration of this agreement, and shall periodically provide updated certificates of insurance to evidence continuing coverage in compliance herewith. For purposes of this agreement and insurance provided hereunder, the “City” shall include the City of DeKalb, its employees, appointed and elected officers, its committees, its attorneys, and all corporate bodies that exist as a subsidiary to the City.

18) **Comprehensive General Liability Coverage Requirements.** Unless this is clearly marked out as being inapplicable, Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains comprehensive general liability insurance with policy limits of not less than One Million Dollars ($1,000,000) per person / Two Million Dollars ($2,000,000) per occurrence. This insurance shall include independent contractors’ protective liability, products and completed operations broad form property damage coverage. The completed operations and products liability coverage shall be maintained for at least two years after final payment. The coverage shall also include contractual liability insurance coverage for the Contractor’s obligations to indemnify and hold harmless the City and the City Indemnitees.

19) **Automobile Insurance Coverage.** Unless this Section is clearly marked out as being inapplicable, Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains comprehensive automobile liability insurance with policy limits of not less than One Million Dollars ($1,000,000) per person / Two Million Dollars ($2,000,000) per occurrence. This policy shall include coverage for all owned, hired, and non-owned automobiles used in furtherance of this agreement.

20) **Professional Liability Insurance Coverage / Errors & Omissions Insurance Coverage.** Unless one or more subsections of this Section is clearly marked out as being inapplicable:
a) Professional Liability / Malpractice--Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains professional liability or malpractice insurance with policy limits of not less than One Million Dollars ($1,000,000) per person / per occurrence. Said policy need not identify the City as additional primary insured.

b) Errors & Omissions Insurance Coverage--Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains errors & omissions insurance with policy limits of not less than One Million Dollars ($1,000,000) per person / per occurrence. Said policy need not identify the City as additional primary insured.

21) Indemnification. The policy limits availability or unavailability of insurance coverage or the applicability of claims, defenses or limitations based upon applicable law (including but not limited to the Illinois Workers' Compensation Act or similar laws or statutes) shall in no way limit the Contractor's obligation to indemnify and hold harmless the City from any claims for damage, liabilities or other costs arising out of or relating to the Contractor's work or this Agreement.

EACH CERTIFICATE OF LIABILITY INSURANCE SHALL REFERENCE THE SPECIFIC BID NUMBER AND PROJECT DESCRIPTION IN THE ADDITIONAL INSURED FIELD, AND MUST BE PROVIDED DIRECTLY TO THE CITY REPRESENTATIVE.

a) Prime Contractor Participation--The prime contractor shall perform on the site, with his own staff, work equivalent to at least 10 percent of the total amount of construction work at the site. Only pay items of the construction contract will be used in computing the total amount of construction at the work site. (The City of DeKalb / DSATS may increase this minimum amount of prime contractor participation depending upon the degree of specialization required to perform this work.)

b) Warranty of Construction--For a period of one year from the date of completion, as evidenced by the date of final acceptance of the work, the contractor shall warrant that work performed under the contract conforms to the contract requirements and is free of any defect of equipment, materials or workmanship performed by the contractor or any of his subcontractors or suppliers. Under this warranty, the contractor shall remedy at his own expense any such failure to conform or any such defect. Nothing in the above intends or implies that this warranty shall apply to work which has been abused or neglected by the City of DeKalb / DSATS or the city's public transportation provider agencies.

c) Certified Payrolls--The City of DeKalb / DSATS shall obtain from the contractor and each subcontractor a certified copy of each weekly payroll within seven days after the regular payroll date. Following a review by the City of DeKalb / DSATS for compliance with state and federal labor laws, the payroll copy shall be retained at
the project site for later review by the authorized representatives of the State of Illinois.

d) Project Sign--The contractor shall erect and maintain signs satisfactory to the Illinois Department of Transportation identifying the project and indicating state participation.

e) Termination--The following termination clauses are applicable to this Agreement:

i) The City of DeKalb / DSATS may terminate the Agreement (contract) in whole or in part because of the failure of the Contractor to fulfill the contract obligation. The City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the City’s MPO Coordinator all data, drawings, specifications, reports, estimates, summaries and other information and materials accumulated in performing the Agreement, whether completed or in process.

ii) If the termination is for failure of the Contractor to fulfill the contract obligations, the City may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the City.

iii) The Contractor also has the explicit right to terminate for cause. If the City does not compensate the Contractor according to the terms of this Agreement, this will present cause for termination. If addition, lack of City providing information necessary for the Contractor to complete its scope of work will also necessitate termination for cause. The Contractor will provide the City with a 30-day notice if it intends to terminate for cause.

iv) The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such causes, the notice of termination will state the time period in which the cure is permitted and other appropriate conditions.

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

vi) In the event that the City elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of the contract, such waiver by the City shall not limit the City’s remedies for any succeeding breach of that or any other term, covenant or condition of the contract.
f) **Contract Breaches and Dispute Resolution**—The following Breaches and Dispute Resolutions requirements are applicable to this Agreement and all subcontracts that result from this Agreement:
   i) Disputes arising in the performance of the Agreement which are not resolved by agreement of the City and the Contractor shall be decided in writing by the Mayor of the City of DeKalb. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Mayor. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. Should a general resolution not be achieved between the City and the Contractor, the Contractor can appeal to a court of competent jurisdiction or submit the dispute to a neutral arbitrator.
   ii) Unless otherwise directed by the City, the Contractor shall continue performance under the Agreement while matters in dispute are being resolved.
   iii) Should either party to the Agreement suffer injury or damage to person or property because of any act or emission of the party or any of its employees, agents or others for whose acts they are legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
   iv) In no event shall the Contractor’s total liability to the city and/or any of the City’s officers, employees, agents, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this Agreement from cause or causes including, but not limited to, the Contractor’s wrongful act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed the total amount of fee paid to the Contractor under this Agreement or $50,000, whichever is greater.
   v) Notwithstanding any other provision of the Agreement to the contrary, neither party, including their officers, agents, servants and employees, shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.
   vi) Unless the Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to the Agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Illinois if there is no mutual agreement.
   vii) The duties and obligations imposed by the Agreement documents and the rights and remedies available there under 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 City or the Contractor shall constitute a
waiver of right or duty afforded any of them under the Agreement, nor shall any
such action or failure to act constitute an approval of or acquiescence in any
breach there under, except as may be specifically agreed in writing.
EXHIBIT F.  CERTIFICATIONS

The certifications follow on the next page.
Appendix A. Contractor Information Form

The City of DeKalb compiles information on all contractors and subcontractors who submit business with the City for transportation projects. This form should be filled out and included as the first page of the submitted application. Prime contractors and consultants shall provide this information for themselves and all their subcontractors.

1. Firm Name: SRF Consulting Group, Inc.
2. Firm Address: One Carlson Parkway North, Suite 150, Minneapolis, MN 55447
3. Phone Number: 763.475.0010
4. E-mail: melabbady@srfconsulting.com
5. DUNS#: 763.475.0010
   (All firms doing business with USDOT funded contracts must have a DUNS #.)
6. Registered on SAM.GOV? ☐
   (All firms doing business with USDOT funded contracts must be registered on SAM.GOV.)
7. Registered on SAM.GOV as a small-business? ☐
8. Disadvantaged Business Enterprise (DBE)? ☐; Status Verified? ☐
   If registered as DBE in another State or on SAM.gov, please identify where registered:
   __________________________________________________________________________
9. Year Firm Established: 1961
10. Type of Work: Consulting Services
11. NAICS Codes registered to do business: 541330
12. Average Annual Gross Receipts: $35 million
Appendix A. Contractor Information Form

The City of DeKalb compiles information on all contractors and subcontractors who submit business with the City for transportation projects. This form should be filled out and included as the first page of the submitted application. Prime contractors and consultants shall provide this information for themselves and all their subcontractors.

1. Firm Name: Bourne Transit Consulting, LLC

2. Firm Address: 2702 Hampton St. Ames, IA 50010

3. Phone Number: 515-232-7740

4. E-mail: bob@bournetransit.com

5. DUNS#: 784600558
   (All firms doing business with USDOT funded contracts must have a DUNS #.)

6. Registered on SAM.GOV? ☐
   (All firms doing business with USDOT funded contracts must be registered on SAM.GOV.)

7. Registered on SAM.GOV as a small-business? ☐

8. Disadvantaged Business Enterprise (DBE)? ☐; Status Verified? ☐
   If registered as DBE in another State or on SAM.gov, please identify where registered:


10. Type of Work: transit planning and management assistance

11. NAICS Codes registered to do business: 54161

12. Average Annual Gross Receipts: less than $100,000
NON-COLLUSION CERTIFICATION

TO: City of DeKalb, DeKalb, IL

I hereby certify that I am the person responsible within my firm for the final decision as to the price(s) and amount of this proposal or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set forth below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, proposer or potential proposer.

2. Neither the price(s) nor the amount of this proposal has been disclosed to any other firm or person who is a proposer or potential proposer on this project, and will not be so disclosed prior to proposal opening.

3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from proposing on this project, or to submit a proposal higher than the proposal of this firm, or any intentionally high or non-competitive proposal or other form or complementary proposal.

4. This proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary proposal.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from proposing or to submit a complementary proposal on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary proposal, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's proposal on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

Date: 8/4/2016

Signature: Mona Elabbady

Printed Name: Mona Elabbady

Title: Principal

Business Name: SRF Consulting Group, Inc

Doing business as: ( )Individual ( )Partnership ( )Corporation ( )Other
ANTI-LOBBYING CERTIFICATION

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq. )]

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Date: 8/4/2016
Signature: Mona Elabbady
Printed Name: Mona Elabbady
Title: Principal
Business Name: SRF Consulting Group, Inc.
CERTIFICATION OF PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

The Participant (a potential sub-grantee or sub-recipient under an FTA project, a potential third party contractor, or a potential subcontractor under a major third party contractor), certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the Participant (a potential sub-grantee or sub-recipient under an FTA project, a potential third party contractor, or a potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

The participant (a potential sub-grantee or sub-recipient under an FTA project, a potential third party contractor, or a potential subcontractor under a major third party contract) certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq. are applicable thereto.

Signature of Authorized Official

8/4/2016

Date

Principal

Title of Authorized Official
CIVIL RIGHTS CERTIFICATION

The following clause is predicated on language contained at 49 CFR Part 19, Appendix A.

Civil Rights - The following requirements apply to the underlying contract:

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

   a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

   b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

   c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities
Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

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

___________________________
Signature of Authorized Official

8/4/2016
Date

Principal

___________________________
Title of Authorized Official
CERTIFICATION AS A DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND/OR SMALL BUSINESS

The City/DSATS highly encourages DBE and small business firms to participate in all federal and state funded transportation projects in the DSATS planning region either as a Prime contractor or subcontractor. Any firm participating in the RFP claiming DBE or Small Business Status must provide documentation to verify their status.
DBE FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION
The undersigned proposer has satisfied the requirements of the proposal specification in the following manner (please check the appropriate space):

The proposer is a registered DBE and is identified as a certified DBE in the Illinois UCP (100% of this project performed by proposer and funded by DSATS/City of DeKalb FTA 5303/5307 grant funds shall be assigned to the DSATS DBE goal). If identified as a DBE in another program, please identify here:

________________________________________________________________________

For Contracts for which a DBE participation goal has not been set (check applicable):

☐ The proposer is performing all activities identified in the scope of work in-house and IS NOT identified as DBE in any program.

☐ The proposer is performing all activities identified in the scope of work in-house IS identified as a DBE (provide a copy of the Uniform Certification Application for each DBE).

☐ The proposer is subcontracting some activities and there is a _______% small business utilization on this proposal (provide a copy of the Uniform Certification Application for each DBE).

☐ The proposer is subcontracting some activities, however, there is no small business utilization on this proposal.

For Contracts for which there is no subcontracting opportunities:

☐ The proposer performing all activities identified in the scope of work in-house and therefore is not subject to DBE subcontractor goals

For Contracts where a DBE subcontracting goal is required:

☐ The proposer is committed to a minimum of _______% DBE utilization on this contract (if contractor is a registered DBE, their work performed can be considered as part of the DBE goal).

☐ The proposer (if unable to meet the DBE goal of ________) is committed to a minimum of ________% DBE utilization on this contract and shall submit documentation demonstrating good faith efforts in seeking DBE participation.

Name of proposer’s firm: ________________________________

SRF Consulting Group, Inc.

DUNS No. ________________________________

04-671-6650

By ________________________________ Principal

(Signature) ________________________________ Title

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EXHIBIT G. CONTRACTOR SUBMITTED RFP

The contractor submitted RFP follows on the next page.
Subject: RFP for DeKalb Region Transit Development Plan

Dear Ms. Johnson and Members of the Selection Committee:

SRF Consulting Group, Inc. is pleased to submit our proposal to provide professional consulting services for the DeKalb Region Transit Development Plan. We are looking forward to conducting a thorough review of the transit services in the DeKalb region and identifying opportunities for growth within the system.

SRF understands that providing a balanced system of transportation services and meeting as many customer needs as possible—while operating within the very real constraints of budget and geography—are challenges that all communities face. Having successfully performed dozens of similar studies throughout the Midwest, our approach will achieve your project goals. We will focus on analyzing and collecting relevant data, working with stakeholders to define expectations to determine realistic options, and conclude with presenting information clearly to locals to select the best fit, all while documenting the process and results for future implementation.

SRF offers the following distinct benefits:

• **Experienced Team.** All of our key team members have significant transit experience in medium-sized communities and with university transit agencies. SRF is partnering with Bob Bourne Consulting, a partnership that capitalizes on Bob’s 40+ year career with CyRide, a public transit operation that serves Iowa State University and the entire city of Ames. The SRF Team is intimately familiar with the unique needs of campus and small to medium sized city transit systems and what is needed to operate most efficiently. SRF and Bob Bourne have partnered on 15 transit plans over the past six years.

• **Hearing the Needs of a Community.** Having worked with the DeKalb community on the 2010 Transit Development Plan, we bring a vested interest in listening to stakeholders and working closely to define the service options that will improve the quality of life and benefit end users.

• **Realistic Implementation Strategies.** SRF has a long and successful history of assisting our clients in securing funding for transportation and infrastructure improvements. The SRF team is also known for our ability to develop sound methodologies, technical analyses, implementation strategies, innovative solutions, and funding packages that can withstand public and agency scrutiny.

We appreciate this opportunity to present our approach and qualifications and are confident that you will find SRF highly qualified to meet your planning needs. If you have any questions or wish to discuss SRF’s proposal, I can be reached by phone at (651) 333-4133 or e-mail at melabbady@srfconsulting.com.

Sincerely,

Mona Elabbady
Project Manager
SRF Consulting Group, Inc.
EXECUTIVE SUMMARY

The SRF team has an outstanding performance record in managing transit projects similar to the DeKalb Transit Development Plan. To best meet the needs of DSATS, we have crafted a team of experts with a proven approach to develop a plan that will benefit your community for years to come.

WHY SRF?

UNMATCHED TRANSIT EXPERTISE
The SRF Team has an outstanding track record in managing complex transportation studies. SRF has completed nearly 200 transit projects throughout our firm’s history. We have extensive transit experience in mid-sized communities.

EXPERIENCED TEAM
The SRF team includes industry experts who have proven success working together on transit projects throughout the Midwest. SRF’s transit professionals, along with Bob Bourne’s invaluable campus transit expertise brings the right team for your project.

PROVEN APPROACH
The SRF team has developed an effective process for evaluating transit systems. Our approach will provide the guidance necessary to work with stakeholders to develop a plan that meets the needs of the community.

BENEFIT FOR DSATS

Our experience across the Midwest, including in DeKalb, has given us the opportunity to propose innovative solutions. We will bring this creativity to DSATS and will strive to propose recommendations and solutions that will positively shape the community and improve quality of life for years to come.

The SRF Team has the synergy, collaboration and passion needed to successfully work with DSATS staff and stakeholders. The SRF team will deliver a transparent process, seamless communication and quality products on time and within budget.

The SRF Team will utilize methodologies, solid technical analyses, realistic implementable strategies, and innovative funding options when developing the TDP.
SRF CONSULTING GROUP, INC.

SRF is a full-service transportation planning and design consulting firm that was established in 1961. Over the past 55 years, SRF has built a tradition of excellence by serving public and private sector clients across the United States. Today, we are known for our commitment to performing project work that is not only accurate and complete, but also efficient and on schedule. In addition, we are recognized for our innovative and inspired approach to client concerns. SRF has the expertise, capacity, and experience to handle any project—no matter how large or complex.

Headquartered in Minneapolis, Minnesota, SRF has branch offices in Madison and Milwaukee, Wisconsin; Bismarck, Minot, and Fargo, North Dakota; and Omaha, Nebraska. We employ more than 350 engineers, planners, and designers who work with public and private sector clients across the Midwest. The firm’s Minneapolis office will be responsible for the work on this project. SRF has the available resources and capacity to deliver the Dekalb Region Transit Development Plan within the outlined timeframe.

Our Transit Planning Group has worked on numerous transit development plans across the Midwest, ranging from statewide plans and initiatives to local area service plans and studies. Our work includes:

- Local service plans
- Transit policy plans and visions
- Needs assessments for cities, counties, and states
- Coordination studies involving public transit and human service agencies
- Financial analysis and funding program research
- Deployment and implementation plans for a wide variety of service types
- Facilities planning and design

BOURNE TRANSIT CONSULTING, LLC

Bob Bourne specializes in transit consulting service to universities, small urban transit systems, and rural transit systems. After a successful career as Transit Manager in Ames, Iowa and management experience in Chicago, he has worked with more than 30 transit systems in solving a variety of planning, operating, and management challenges. Strategic planning in university communities is often a challenging and rewarding experience that can result in significant transit ridership that benefits the university community as well as the larger, general community.

Services

- Safety Culture
- Campus Transit
- Management Assistance
- Route & Schedule Design
- Safe Ride
- Student Transit
- Transit Funding
- Marketing Assistance

“I want to thank SRF Consulting Group and Bob Bourne Transit Consulting for providing an extremely detailed and concise final report of our operations. The Comprehensive Operations Analysis went very smooth and the group was a pleasure to work with.”

--Maurice Pearl, General Manager, South Bend Public Transportation Corporation
Mona Elabbady | Project Manager

Mona is an experienced planner with 14 years of transit and transportation planning experience throughout the country. Mona has contributed to all levels of transit and transportation planning projects, including corridor feasibility, model analysis, impact assessment, agency coordination, and stakeholder engagement. She is highly regarded for her commitment to working collaboratively with clients and dedication to providing exceptional service.

A forward-thinking planner, Mona excels at stakeholder engagement. She is very comfortable facilitating engagement activities and open houses, soliciting feedback, and creating a positive atmosphere for all participants.

SELECT EXPERIENCE

- **Valley Transit Strategic Plan, Appleton, Wisconsin.** SRF led the strategic planning activities for Valley Transit to establish mission, vision, goals, objectives, and action steps.
- **Northern Scott County Transit Service Analysis and Evaluation, Scott County, Minnesota.** The purpose of the study was to conduct a thorough review of Northern Scott County local transit service, which addressed current needs and encourage future growth.
- **Dakota County Regional Railroad Authority, Cedar Avenue Transitway Implementation Plan Update.** Dakota County’s comprehensive review of the Cedar Avenue Transitway Implementation Plan involved a review of current BRT service and facilities as well as review and update the planned future phases for the corridor to reflect the many changing demographics, land uses, and other circumstances in the corridor.
- **Penn Avenue Corridor Vision and Implementation Framework, Hennepin County, Minnesota.** Mona is leading the transit analysis for the proposed Penn Avenue Arterial BRT Line (C Line). Transit plays an important role at this key intersection. Mona’s experience working on this project allows her to understand the opportunities and constraints around transit at this node.
- **Midtown Corridor Transit Alternatives Analysis (AA).** The AA process identified possible transit improvements in the Midtown Corridor and analyzed the benefits, costs, and impacts associated with the various alternatives.
- **Metropolitan Council Highway Transitway Corridor Study, Twin Cities, Minnesota.** Mona managed this study that analyzed potential bus transitways on eight regional highway corridors.
- **Metropolitan Council Arterial Transitway Corridors Study, Twin Cities, Minnesota.** Mona was the Deputy Project Manager of a team performing the analysis of 11 arterial corridors for potential implementation of BRT service.
- **West Broadway Transit Study, Minneapolis, Minnesota.** Metro Transit is studying the feasibility of a streetcar and/or arterial BRT in the West Broadway Corridor.
- **Eau Claire Transit Development Plan, Eau Claire, Wisconsin.** SRF updated the City of Eau Claire, Wisconsin’s five-year transit development plan.
Joseph Kapper, AICP | Lead Transit Service Planner

Joseph is an urban and regional planner with a broad background in transportation policy analysis, transit planning, community development, and effective public program and project delivery. As a member of SRF’s Transit Planning practice, Joseph provides technical assistance in transit planning throughout the Upper Midwest and Great Lakes regions. His focus areas include leading strategic planning efforts for transit agencies, transit service and operations planning, university campus transit planning, state and federal compliance, and community engagement. He works with transit managers and policymakers in a variety of settings to improve the effectiveness and efficiency of a variety of transit modes. In addition to working on urban transit corridor projects, he specializes in working with state departments of transportation as well as mid-sized urban and rural communities.

Joseph approaches transit projects by understanding the intersection of long range planning and the day-to-day fiscal and operational needs of a transit agency, as well as the process of working with community stakeholders.

SELECT EXPERIENCE

• Kalamazoo Metro Transit 10-Year Transit Service Vision Plan, Kalamazoo, Michigan
• Valley Transit Strategic Plan, Appleton, Wisconsin
• Texas Tech University (TTU) Transit Master Plan, Lubbock, Texas
• Transit Development Plan, Eau Claire, Wisconsin

Jacob Knight, Transit Planner

Jake’s background as an urban and regional planner spans a variety of transportation and planning topics. A recent graduate of the Master of Urban and Regional Planning program at the University of Minnesota’s Humphrey School of Public Affairs, Jake’s studies focused on transportation planning and the intersection between transportation and land use. Prior to joining SRF, Jacob worked in the Service Development department at Metro Transit in Minneapolis-Saint Paul. In this role, Jake collected and analyzed data at the regional, route, and site levels, planned and evaluated transit service changes, and conducted community engagement activities. Jacob has also held positions with the State of Minnesota Department of Public Safety – Crash Records unit, the Minnesota Transportation Alliance, and Minneapolis Park and Recreation Board.

SELECT EXPERIENCE

• 2016 Regional Solicitation: Roadway System Management, Hennepin County, Minnesota
• MnDOT TH 169 Transitway/MnPASS Lane Study, Twin Cities, Minnesota
• Metropolitan Council METRO Green Line Before and After Study, Twin Cities, Minnesota
• WisDOT Transit Management Performance Reviews, Wisconsin

Years of Experience

7 Years

Education

Master of Urban and Regional Planning, Humphrey Institute of Public Affairs, University of Minnesota, 2009

B.S., Geography, Certificates in Global Cultures and Integrated Liberal Studies, University of Wisconsin – Madison, 2007

Years of Experience

4 Years

Education

Master of Urban and Regional Planning, Humphrey School of Public Affairs, University of Minnesota, 2016

Bachelor of Science, Urban Studies, University of Minnesota – Twin Cities, 2011
Jo Ann Olsen, AICP | Transit Facilities Lead

Jo Ann has extensive experience in project management, transit oriented development, joint development, project approvals, grant writing, and the federal funding process. She has been the Project Manager (PM) of numerous projects that resulted in built projects and studies with achievable and implemented outcomes. Jo Ann has established strong relationships with current and past clients at the Federal, State, Regional and Local level.

TRANSIT STUDIES/FACILITIES & TRANSIT ORIENTED DEVELOPMENT

- DeKalb MPO Transit Development Plan, DeKalb, Illinois
- Minnetonka Transit Study, City of Minnetonka, Minnesota
- Mankato Transit Facility, Mankato, Minnesota
- Mankato Transit System Redesign, Mankato, Minnesota
- City of Wayzata Downtown Parking Study, Wayzata, Minnesota
- Southwest LRT Joint Development Program, Eden Prairie-Minneapolis, Minnesota
- Mall of America Transit Station Needs Analysis, Metropolitan Council
- Ramsey Municipal Parking Deck Phase II, City of Ramsey, Minnesota
- Centennial Hills Transit Center and Park and Ride, Las Vegas, Nevada
- Crossroads Center Transit Center, St. Cloud, Minnesota
- Durango & Summerlin Park and Ride, Las Vegas, Nevada
- Eagan Transit Station, Eagan, Minnesota
- Hubbard Marketplace, Robbinsdale, Minnesota
- Station 73, Plymouth, Minnesota

Years of Experience
35 Years

Education
Masters in Urban Planning, University of Michigan,
Bachelor of Science, Michigan State University

PERSONNEL
Bob Bourne | Alternatives Development/Analysis | Bourne

Bob Bourne has extensive experience in campus transit planning, development, and operations. Throughout his career he has recognized the importance of conducting a broad planning process to help integrate campus transit service into the overall fabric of a university. The most effective campus transit services must fit within the broader university development and transportation services goals.

As transit manager in Ames, Iowa, for some 25 years and now as a nationally known transit consultant, Bob has specialized in campus and small urban transit service planning. Over the years he has completed individual consulting projects and partnered with other firms to improve campus and community-wide transit in cities with a strong university presence. During his career in Ames and throughout his consulting career, he has developed an extensive network of transit managers and planners that share the challenges of ever-changing university and student priorities. The network also shares “best practices” to improve services and operations as well as review projects that did not turn out as envisioned. Bob was on a panel for TCRP Synthesis 39: Transportation on College and University Campuses.

Bob was instrumental in creating the bi-annual American Public Transit Association (APTA) University and Cities Conference which began in 1998. He has served on the planning committee, made presentations, and facilitated several campus transit panels. He has developed a thorough understanding of current trends in campus land use, pedestrian environment, parking challenges, and mobility for students, faculty, staff and visitors at many universities.

Dan Tinklenberg | GIS coordinator

Dan has 18 years of experience in a wide variety of GIS applications, including data creation, manipulation, and analysis in the entire range of ArcGIS products. Additionally, he has experience with map publishing, web map services, dynamic segmentation, travel-time networks, model building, and numerous ArcGIS extensions. Dan has extensive experience working with transportation spatial data for analysis in regional, county and city transportation plans.

Years of Experience
18 Years

Education
Bachelor of Arts, Geography, St. Cloud State University, 1998

TRANSIT STUDIES/FACILITIES & TRANSIT ORIENTED DEVELOPMENT

- Stevens Point Transit Plan
- Washington County Comprehensive and Transit Plans
- St. Louis Park Active Community and Transportation Plans
- MnDOT SHRP 2 Pilot Testing of Reliability Data and Analytical Tools
- MnDOT TH 169 Mobility Study, Golden Valley, Minnesota
- MnDOT I-494 TH 62 Congestion Relief Study, Bloomington, Minnesota
- MnDOT IRC Supplemental Measures and Targets
- Bottineau Corridor Alternative Analysis

Bob Bourne | Alternatives Development/Analysis | Bourne

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APPROACH TO PROJECT

The DeKalb region is served by two main transit services that provide mobility options within the region: the Voluntary Action Center Transit Service (TransVAC) which provides deviated fixed route service as well as paratransit service throughout DeKalb County and the Huskie Bus Lines which serve Northern Illinois University (NIU). In addition to transit service within the region, Greyhound and Metra provide connections outside of the region.

The purpose of the DeKalb Transit Development Plan (TDP) is to evaluate existing transit in the DeKalb region, develop strategies to improve transit system connections, and understand how to position the region to meet future needs. This TDP process involves a technical review and analysis of key aspects of current fixed-route and paratransit service performance. Routes, schedules, stops, and equipment all need thorough review. Beyond that, current use patterns and customer needs require review as well as costs, revenues, and emerging needs brought on by community expansion. Combined with ample opportunity for public and stakeholder engagement, all of these elements can generate a thorough and workable plan for the region.

Many of SRF’s transit planning projects involve activities comparable to those anticipated for this TDP. As a result, we have honed our planning skills to be able to act quickly on the job and offer expert-level analysis and recommendations. Some of our unique qualifications that relate specifically to this project include the following areas.

PUBLIC AND STAKEHOLDER PARTICIPATION

SRF is committed to providing comprehensive and meaningful public and stakeholder participation throughout the TDP process. We recognize that this study emphasizes a stakeholder engagement approach rather than simply public participation. Our focus and approach will center around consensus building among study partners, stakeholders, and the public.

The SRF Team brings extensive public and stakeholder engagement experience to this project. Over time, we have learned the significance and value a thoughtful outreach process provides when making transportation decisions. The SRF team has facilitated and led many public process intensive projects through planning and design. We understand that successful stakeholder engagement is about building trust, understanding, listening, and consensus. Our public participation and stakeholder participation process is designed around the following guiding principles:

Meaningful – A clear intent and purpose will be determined for each outreach activity by communicating how input will be used during the process and in the TDP.

Inclusive – All engagement activities and products will be accessible to stakeholders and the public regardless of age, ethnicity, language, income, and mobility. We pride ourselves in taking complex technical information and simplifying it to ensure stakeholders are informed and able to actively participate in the process.

Tailored – Outreach activities will be inclusive and specific to local preferences. We understand that there is no “one size fits all” approach, and we will tailor our efforts to meet the intent and needs for the TDP.
SRF has an extensive toolbox of techniques and methods for engaging the public, businesses, and community leaders. Our toolbox contains face-to-face, print, and digital options that can be tailored to the unique needs of this TDP.

**TRANSIT SERVICE DATA ANALYSIS**

One of the major undertakings in projects like this is to compile an inventory of existing services, facilities and performance data to provide an understanding of how things currently operate. We want to have a thorough understanding of the current service picture before trying to make suggestions for possible modifications. Our staff has significant experience working with transit providers and agencies to gather the necessary service and performance data. We routinely start with data submittals to state and federal agencies. Peer analysis is a valuable tool to obtain a sense of how efficiently a transit system operates and the effectiveness by which the transit system serves its market. We often add data from surveys to help get detailed user information and map data as it is available. We regularly use data from recent transit development plans and local coordination planning studies as the basis for our inventories. Utilization data is then analyzed at the route level to identify opportunities for readjustment.

To propose reasonable transit service options, the consultant needs to have experience with a wide range of service delivery and management concepts. The SRF Team has expertise with a variety of services ranging from rideshare activities, paratransit, volunteer services, fixed-route, route deviation, and commuter services. Our team is prepared to work with DSATS staff to explore all reasonable service options.

Using the above methodology, we will analyze the region's transit systems operations at the route and system-wide levels. The combination of data analysis of a service day and our observations in the field will give us a clear understanding of the transit system's strengths as well as areas with room for improvement. We will use this service review to inform a variety of development strategies designed to meet the mobility needs of area residents in the near term and position the transit system well for future investments.

**STUDY RECOMMENDATIONS AND FINAL REPORT**

To document the TDP process, SRF will prepare a thorough final report. We have significant experience working through draft and final recommendations and documentation on projects of all types, including transit feasibility studies and TDPs. This report will contain implementation recommendations and details necessary for staff to carry out the modifications. The report will also provide a basis for local decision-makers and stakeholders to understand the study process well enough to be re-assured that ample opportunities were provided for input, review and adjustment before the final recommendations were proposed. That level of
buy-in should help establish support to move forward with the implementation plans.

UNIVERSITY EXPERIENCE

The SRF Team has successfully completed planning projects in communities with a substantial university presence. The team’s expertise will provide realistic, innovative, and tested solutions to the transit issues identified in the study, as well as explore all opportunities for more effectively serving NIU. The SRF Team will perform outreach to students, staff, and faculty so that the needs of these groups are met with future public transit service initiatives.

Our team has experience designing and implementing the following university and campus-oriented service models and can apply them to the TDP:

- Intra-campus shuttles
- Routes to off-campus academic buildings or learning sites
- “Near campus” routes
- Parking lot and park-and-ride shuttles
- Shopping routes
- Seasonal routes
- Late night or “Safe Ride” services

As college and university campuses have experienced changes in their physical environments and markets – construction of off-campus research centers, development of new student housing, intensification of land uses on campus, changes to parking policies, etc. – the demand for transit service has changed correspondingly. Our team has experience working with both university and local public agencies to develop solutions that position transit systems well in light of these shifts in demand.

Bob Bourne also has unique experience in building productive and effective partnerships between universities and public transit systems, drawing on more than 30 years of experience in transit management to recommend proven service development strategies for communities with large college campuses and student populations.

SCOPE OF WORK

This portion of our proposal identifies the SRF Team’s technical process for completing the DeKalb Region TDP as outlined in the RFP. We thoroughly reviewed the objectives identified in the RFP and believe we have a solid approach to completing the scope of services in an innovative, efficient, and thoughtful manner.

Phase I. Project Initiation and Community Surveys

TASK 1: PROJECT INITIATION

This first project task is focused on establishing the framework for conducting the study. At the initiation of the project, we plan to start with a clear understanding of the study objectives and expectations, roles and responsibilities, methods, timelines and deliverables. In addition, milestones and products will be reviewed to ensure that the project partners clearly understand their respective roles, responsibilities, and ultimate expectations in terms of deliverables. A kick-off discussion will be held with the DSATS Transit Subcommittee to discuss these items. By beginning the TDP process with this activity, the study partners can ensure that a process guaranteed to meet identified study goals and objectives is in place.

The kick-off discussion will cover the aforementioned roles the local staff will play in the study. The team will identify who will be our main points of contact for the project, which will provide the primary technical direction for the study and the data sources.

As part of the overall project management activities, we commit to regular and ongoing communication with the local project manager to ensure there are no surprises as the project moves forward. We typically use a combination of face-to-face meetings,
email, and telephone conferencing through the duration of the project. We also plan to meet with the DSATS Transit Subcommittee in person up to three times throughout the project.

**Deliverables:**
- 2017-2022 TDP revised scope of work and schedule
- Regular coordination meetings

**TASK 2: REVIEW STATUS OF PREVIOUS PLANS**

A careful review of the most recent transit plans and other local planning initiatives will prove invaluable in determining the depth of existing data, especially the 2010-2015 TDP and 2040 Long Range Transportation Plan (LRTP). From this, we will:

- Determine and describe the role of transit in the transportation system
- Provide an overview of recent plans, specifically focused on identifying areas where change was recommended
- Identify any key local area issues to address

The SRF Team will be able to accelerate this task in particular because we completed the 2010-2015 TDP for the DeKalb region. We are familiar with the recommendations from that work and can hit the ground running.

**Deliverables:**
- Summary of current status of recommendations from 2010-2015 TDP
- Recommendation of other elements to pursue based on other local studies

**TASK 3: REVIEW AND DEVELOP SYSTEM GOALS FOR THE NEXT 5 YEARS**

This task is one of the most important steps in the project process, where strategic buy-in from project stakeholders begins and continues to strengthen throughout the process. The SRF team knows that getting this right during the initial phase of the project will provide a solid foundation for subsequent decisions. Our approach includes an early working session with the DSATS Transit Subcommittee to brainstorm and build off already completed work, clearly define what is needed, and refine system goals.

**Deliverables:**
- Preliminary 2017-2022 TDP purpose and goals

**TASK 4: REVIEW AND PROVIDE FEEDBACK OF FINAL SURVEY DESIGN**

A key part of the outreach efforts for this TDP will be to conduct a community survey to gather input on transit needs, opportunities and limitations within the community. General community surveys help establish the value the community places on transit services and can provide insight for guiding future investments. We expect the survey will address current and future travel patterns and overall interest and willingness to support additional transit services in the community. We will work with DSATS staff and the DSATS Transit Subcommittee to review the survey that will result in input to ensure it addresses key local concerns.

We recommend that the survey be conducted primarily online, and supported with paper mail-in surveys. The use of online community survey is a much more cost-effective way to gather input than widely cast mail or telephone surveys. Pew Research Center reports that nearly two-thirds of Americans are smartphone owners. This statistic suggests that an online survey could capture a large portion of the community. The SRF Team has found great success in online community surveys. In fact, on a recent project in Lubbock, Texas, we had over 2,200 responses. A key part of the success of the survey was a proper campaign to get the word out about the survey. Other techniques...
that could be used to generate interest in the survey is to offer prizes or incentives for taking the survey.

**Deliverables:**
- Review and feedback on community survey questionnaire content and design

**TASK 5: COMMUNITY SURVEY ANALYSIS**

The SRF Team will analyze the community survey data and provide a summary of the key trends and highlights that will influence the TDP. SRF has extensive experience analyzing and summarizing survey data. To ensure that the survey will provide needed input for the TDP, we propose providing an outline of the summary presentation at the time that the survey document is being developed. This allows us to tailor the questions that are asked in the survey to relevant needed data.

**Deliverables:**
- Results of the community survey including tables and key conclusions

**TASK 6: KEY DECISION-MAKER, STAKEHOLDER, AND OPERATIONS SPECIALIST INTERVIEWS**

The purpose of Task 6 is to solicit input regarding existing transit service and future needs from a variety of stakeholders. The RFP identifies that this task should be accomplished via the creation of interview forms for various stakeholder types. This task has some overlap with the community survey task because of the nature of questions that could be asked.

This task can be completed in a few different ways. These methods vary in terms of level of effort and engagement. Below are two ways to conduct these interviews.

**Online On Your Own Time**

Some stakeholders would prefer to engage on their own time and are too busy for in-person meetings. The least time intensive option for completing interviews is by developing an online interview form that participants can respond to individually. Different interview forms will be created for the various stakeholder groups as identified in the RFP (decision-makers, community stakeholders, and operations staff).

**Cluster Interviews**

While online interview forms are cost-effective, they do not allow stakeholders to engage one another. Another option to complete these interviews is to use the “clustered interview approach.” This approach will include conducting up to three facilitated interview sessions with stakeholders to gain their perspectives on how transit service can make their communities more livable and economically vital. This approach will capture the interactions of people with mutual points of view and community experiences, stimulate creative thinking, reduce repetition in reporting and respect participants’ time. The SRF team will develop the interview forms prior to each of the facilitated interview sessions.

**Deliverables:**
- Summary of answers from stakeholder interviews

**Public Engagement (Optional Task)**

The SRF Team understands the importance of a proactive and inclusive public involvement process. We recognize that among the factors most critical to the success of this project will be the ability to work with, receive input from and foster cooperation through tactics that deliver stakeholder consensus-building.

The RFP identifies one public meeting which is focused on presenting the draft TDP. In addition, a Public Involvement Summary Report is identified as one of the final deliverables. From our experience with TDPs, it is important to involve the public
from the initial stages of the study through the final recommendations.

The SRF Team recommends two rounds of public meetings throughout the course of the TDP process: one at the beginning of the project to solicit input on the needs and get the word out about the community survey, and a second meeting at the end of the process when we have draft recommendations ready to share.

In addition to a traditional open house venue, our experience has shown that engaging stakeholders and the public in places they work, live, and play is an effective method for gaining community input, particularly non-traditional audiences that may not otherwise participate. We have found that pop-up meetings, which often take place during existing community events, are a very effective engagement tool. They give us the opportunity to introduce the study team and the study in an informal setting and initiate open dialogue with community members to be continued throughout the study. At the beginning of the project, the SRF Team will work with DSATS staff to determine potential opportunities for both an open house and a pop-up meeting. We will want to target the month of October for this first engagement.

SRF will develop content for a webpage that serves as a resource throughout the study. Included as part of the website content will be an overview, updates/milestones, key documents, and graphics. It will also list public participation opportunities along with a study calendar.

In addition to webpage content, we propose using social media to augment our public engagement efforts. The popularity, effectiveness, and overall reach of social media continues to increase as more and more people get their news and community information from platforms like Facebook, Twitter, and YouTube. The accessibility of social media enables users to receive up-to-date information immediately regardless of their geographic location. It also allows the study team the ability to promptly respond to any questions or concerns from stakeholders and the public as well as manage misinformation.

By using existing social media channels, such as the NIU and City of DeKalb Facebook pages, we can tap into their credibility and established relationships with stakeholders and the public. Social media provides an additional level of outreach and opportunity for dialogue among a broader audience, locally and regionally, including environmental justice populations. Individuals who may not want to engage or be able to participate via traditional public participation
methods still have the opportunity to be a part of the decision-making process.

Phase II. Transit Route, Facilities and Equipment Analysis

**TASK 7: REVIEW PRESENT ROUTES AND CONDUCT ON/OFF PASSENGER COUNTS**

The purpose of this task is to review existing transit service information. We will compile and analyze current and historical information on the fixed route and paratransit services to help frame the transit analysis. This effort is aimed at developing a reasonably detailed and comprehensive foundation of information for travel-related factors and transit performance. This effort will support tasks that evaluate current public transportation operations. It will also help us to formulate service alternatives that address current and anticipated problems.

**Market Analysis**

A number of factors are correlated with and suggest the need for public transit service. They describe the socioeconomic, geographic, and land use characteristics of the community. Socioeconomic factors suggesting transit-dependency and transit usage include:

- Population size, distribution, and density
- Automobile ownership
- Household income
- Age of population

Current demographics, including data at the census tract and block level, where available, will be reviewed. We will look at the area population density and identify concentrations of youth and elderly populations, and zero-vehicle households. These factors tend to correlate with transit-dependent populations and often reflect high-ridership-potential areas.

Finally, the location and size of major trip generators are important factors in the use of public transportation and the feasibility of new services. Important generators include:

- High-density housing complexes
- Major employers and employment centers
- Schools
- Shopping centers and major shopping areas
- Hospitals
- Social service agencies
- Civic facilities

The SRF Team will incorporate major trip generators information as part of its base data. This analysis will provide a picture of the locations that can generate the highest levels of transit travel desires and areas to which transit services should be directed. This market analysis will identify potentially underserved areas in DeKalb, Sycamore and Cortland.

**Transit System Data**

SRF will thoroughly review the fixed-route and paratransit service data. We will compile an inventory of basic transit service data such as existing transit levels (span and frequency), ridership data, and service performance data. The team will review information for the system from the following sources:

- National Transit Database (NTD) submittals
- Route travel time data
- Route performance reports
- Daily service requirements
- Public timetable and system route maps
- Fare structure
- Headway sheets
- Annual operating budget
- List of equipment and facilities
- Operator labor agreement
Data Collection

To ensure we have the necessary data to properly evaluate the system, we will organize a comprehensive data collection effort. We will start by compiling a list of data that should be obtained from NIU Transit Services and TransVAC. We will also identify any additional data needs that the SRF Team will need to collect.

The RFP identifies the needs for on/off passenger counts. The SRF Team has successfully completed on/off passenger count exercises in many communities. This effort is often labor intensive, costly, and in many cases not needed to make service modification recommendation; thus, when we are selected, we will suggest an approach to first collect on/off passenger counts for the routes that we are most problematic to provide a more cost-efficient data collection strategy to DSATS.

We will complete a detailed data collection survey of passenger boardings and alightings and vehicle on-time performance for the route sample agreed upon by staff. We will hire and train local temporary staff to assist with the data collection. We have identified several DBE temp agencies that we will work with to staff this effort. Our staff will be on-site during the data collection to supervise the temporary staff, ensure that the data is being collected correctly, and provide additional assistance where required. We will prepare spreadsheets for each route which identify every stop location using the main road and the associated cross street as stop identifiers. These spreadsheets will also highlight the time-points on each route.

Data collection staff will use these spreadsheets to collect information regarding boarding and alighting counts as well as on-time performance. Each time a bus stops to pick up or drop off passengers, the number of boardings and alightings will be recorded at the appropriate stop. The time that this occurs will also be recorded. Additionally, each time a time point is reached, the time will also be recorded. In order to assist the data collection staff with locational awareness, it is assumed that bus drivers will announce major cross streets and time-points throughout the trip.

Utilization data, boardings and alightings by stop and segment will be displayed graphically for each route segment. Doing this allows segments and time periods with exemplary or poor...
performance to be quickly identified for potential follow-up actions.

**Deliverables:**
- Existing Transit Conditions Technical Memorandum

**TASK 8: ANALYZE DEFICIENCIES OR EXCESSES WITHIN AND AMONG NIU TRANSIT SERVICES AND TRANSVAC**

Existing transit service data that was compiled under Task 7 as well as information from the community survey and stakeholder interviews will now be used to evaluate the performance of the existing fixed-route and paratransit transit system. As part of the evaluation of existing service, a route assessment will be conducted using the key productivity measures of passenger per bus-mile and passengers per bus-hour. This information will be mapped to show the best and poorest productivity performers.

The boarding and alighting (on/off passenger counts) information along with the schedule adherence collected will form the basis of individual route profiles. The profiles are intended to show the productivity of routes and segments by direction across different time periods of the weekday service. The basic information within the profiles will spotlight ridership by revenue hour, vehicle hour, and revenue mile. Schedule adherence (early, on-time, and late) determinations will also be made by route, direction of travel, and time period of day (such as morning, midday, and afternoon periods).

Boarding and alighting information will be mapped for each stop per route and additional details for route segments can be easily generated as needed. We will also be able to highlight any over-capacity or severely underutilized trips using the available local definitions for capacity. The final piece of the route profiles will be to add an assessment of strengths and weaknesses.

**Transfer Analysis**

In a typical transfer analysis, we often work with the bus drivers to collect all transfers on a selected day and return them to a supervisor for processing. We will be able to construct a transfer matrix that shows originating routes, connecting routes, and time of travel. This information is essential in gauging the level of overall system transfers to use as a benchmark of general system health and in identifying potential routes for through-routing.

Analysis of paper transfers only reflects movement of cash-paying passengers, so another technique is required to identify the patterns of pass users. We will work with the bus drivers to develop a method to track pass-user transfers using a manual keypad. The transfer matrices of the cash and pass users will be tallied independently to give an opportunity to compare and contrast the results, and then an overall system transfer matrix will be compiled to generate the aggregate transfer levels.

From this information, we will identify potential interlining opportunities as well as examine the effectiveness of current fare and transfer policies, and gauge their impact on the overall system. As a further assessment, we will explore the benefits and limitations of alternative fare policies including fare-free conditions and special event policies. In doing so, we will identify the true or net cost of adopting these alternative strategies.

**System Analysis / Peer Analysis**

In addition to reviewing the route specific operations of the fixed-route and paratransit service, the team will analyze system operations through a comparison with peer systems. System-level analysis of general data will offer indicators that can better inform planning and policy recommendations. Additionally, as various funding scenarios
are examined, the peer analysis will present an understanding of industry standards so that DSATS staff have clarity as they look to meet financial need. The team will evaluate the following performance measures:

**Service Provided and Consumed** – Examine trends over the analysis period of hours, miles, passengers, expenses, and revenues. It will also examine the trends in the measures of revenue hours per capita, and passengers per capita, and the relationships between the two measures.

**Service Efficiency** – Examine the amount of public transportation service produced for the community in relation to the resources expended. Service efficiency asks the question, “How much does it cost to produce a unit of public transportation service?” The total operating expense per revenue hour measure is the starting point for assessing this performance.

**Service Effectiveness** – Examine the consumption of transit service in relation to what is available. The passengers per revenue hour measure is used to assess service effectiveness.

**Cost Effectiveness** – Examine the consumption of transit services in relation to the resources expended. The total operating expense per passenger is used to assess cost effectiveness.

**Passenger Revenue Effectiveness** – Examine the share of operating expense that is born by the consumers of the public transportation service. Three measures (operating ratio, average fare per passenger, and subsidy per passenger) are used to assess passenger revenue performance.

The SRF Team will select a group of peer systems using National Transit Database data. Various measures of “likeness” can be aggregated to determine an accurate peer group. These include service characteristics, community demographics, key features like the presence of a university, and the population density of the service area. After an initial group is selected, the team will work with DSATS staff to select a peer group and prioritize these performance measures.

For the paratransit service review, we will also analyze existing travel pattern information, customer utilization trends, on-time performance, call-center efficiency, and service productivity. Pin-mapping of travel patterns is an effective way to visually display utilization over the course of a day or week.

**Service Area Field Observations**

One of the best ways to get a feeling for the local transit system is to spend time observing firsthand the conditions within which service is operating and identifying potential areas for change. We typically use four techniques to complete this level of total assessment:

1. Ride the routes in the system across the service span
2. Drive through the community to look at current conditions and opportunities for change
3. Observe system personnel in action
4. Evaluate stop and station locations (efficiency, pedestrian environment, surrounding land uses)

Riding the routes allows us to see how bus operators interact with passengers, observe traffic conditions and boarding/alighting movements, and probably most beneficial, talk with customers directly about their travels and how well transit service meets their needs. Driving across the community provides an opportunity to form opinions on directness of travel, density, income levels, opportunity for service redesign, major generators without services, and how well the transit service appears to fit the conditions. The drive-around also lets us observe the condition of existing transit facilities and how well they connect.
with the community. As part of this task, our team will evaluate the condition and suitability of the transit fleet to meet current and future needs.

Finally, having a chance to observe and talk with some of the operations personnel provides opportunities to see how smoothly the system functions. From those observations, we can generate ideas of policy or procedural changes that might benefit the system or perhaps equipment or facility changes.

Upon completing our field reviews, we will summarize our observations and review them with staff to ensure that we have correctly interpreted conditions and not missed any important components to review.

In completing this preliminary analysis, the team will have an understanding of the market for transit in the region. The team will be able to identify areas that are well served by existing service, and where there is a lack of market penetration. Further, the team will be able to understand the context of each route that presents high performance in terms of efficiency and effectiveness and apply it to the first set of recommendations and topics of investigations.

Develop Service Options

After evaluating the existing transit system, we will begin the process of developing and analyzing potential improvement options. All options should be consistent with identified local needs and priorities and support the future vision for transit in the community. To be successful as a transportation mode, transit service needs to offer the correct blend of area coverage and frequency so that access is easy and service is user-friendly.

The first step in this process is to review all available inputs to see where the system is at and where people want it to go. We want to be able to gauge the effectiveness of the current service package in meeting local needs. To do this, we will review the:

- Depiction of route coverage and travel generators
- Most- and least-used route segments
- Relation to goals and objectives to help identify needs and opportunities

We expect to work with DSATS staff and the Transit Subcommittee to begin the process and identify potential action areas at a project working session. Alternatives and adjustments that best address these areas will flow from this process. A variety of service improvement types will be considered, including operating strategies, routing improvements, and system changes.

Operating Strategies

These changes seek a better balance between the demand for and the supply of service such as:

- Adjusting headways to respond to differences in route productivity and passenger loading. Headways may also be “stretched” (e.g., 30 to 35 minutes) to improve on-time performance and to provide more running time so that developments beyond the current route network can be served. This is a potential solution to running time problems. This solution, however, comes at the expense of operating clock-based (e.g., 30-minute or 60-minute headways. Another solution might be to add a bus and extend the route slightly to maintain the 30-minute schedule.

- Turn-backs or short-turning of buses to optimize equipment utilization, particularly if service is extended to the developing areas at the outer edges of the city.

- Route branching to provide improved coverage in the city and adjoining areas, and, at the same time, economize on the number of buses required.

- Through-routing of lines at common terminals, such as in downtown, to possibly alleviate the need to transfer and to possibly save running time by operating straight-through the core.

Routing Improvements

Routing improvements are intended to expand the availability of service in the community, and they include:

- Route extensions to respond to existing and proposed development in the area. Additional
equipment may need to be allocated for the expansion of service.

- Route modifications to improve service directness and on-time performance. The results from the boarding/alighting survey will influence this type of improvement.
- New routes to satisfy present and prospective deficiencies in coverage.

**System Changes**

This category of improvements is principally concerned with a major review of the system and the types of services provided, including:

- Service redistribution to improve overall efficiency by re-allocating resources from less productive areas and/or routes to meet more pressing needs. This always has to be weighed against the needs of users in the light ridership areas.
- Other network changes to determine whether or not additional transfer locations should be established in the community.
- Service-type change to perhaps use paratransit or route deviation in lieu of fixed-route transit in some market areas or during some time periods.
- Evaluation of current vehicle fleet and facilities.
- We will revisit the facilities review and planning work completed as part of the 2010 TDP and identify key issues that require further attention.

Following the analysis of options and review by DSATS staff of the advantages and disadvantages of alternative scenarios, our team will prepare an overall set of recommendations. This package of recommendations will address service modifications, timing and implementation requirements. Recommendations at a minimum will address:

- Realignment of existing services
- New routes and/or services
- Elimination of non-productive services
- Vehicle and facilities
- Technology
- Customer experience

**Deliverables:**

- Evaluation of all Route Options Technical Memorandum

**TASK 9: INTER-COMMUNITY TRANSIT ASSESSMENT**

This task is focused on identifying potential improved connections to regional transit services such as Elburn Metra Station. This task will rely on information gathered from the community survey and stakeholder interviews as well as the market analysis. The SRF Team will work with the DSATS Transit Subcommittee to establish planning directions for service, estimate intercity transit demand, and develop and evaluate service improvement options.

**Deliverables:**

- Summary of Inter-Community Transit Service Recommendations (to be included in Evaluation of all Route Options Technical Memorandum)
Phase III. Implementation Plan

**TASK 10: ANALYZE FINANCIAL NEEDS FOR THE ALTERNATIVE ROUTING MODELS PRESENTED**

As recommendations are developed in Task 8, our team will provide service options that fit within current funding. Our analysis will start by identifying elimination of under-utilized service so that we can redistribute that investment in other needed areas. However, should additional investment become available, it is important to identify incremental changes to the system based on increased funding levels.

Analysis of incremental modifications is something with which the SRF Team is very familiar. We have experience developing various service concepts that look to balance coverage and frequency, and recommend modifications at a variety of geographic scales. The data collected in earlier tasks will give our team an understanding of the operating and capital cost structure, and recommendations can be made based on marginal cost increases. As part of this task, we will also analyze the ability of existing local funding mechanisms to meet the needs of the recommended transit improvements.

Within the incremental analysis we expect to initially consider frequency, span and coverage changes, and possibly get to the point of incorporating more significant service type and orientation changes. Some of the most straightforward changes will come from modifying the frequency of key routes and expanding the span of service. Examples we have tested in other locations include modifying 30 minute service to 20 minutes for portions of the day, adding service later in the evenings, and expanding the level of weekend service. We will work with staff to lay out reasonable test plans that build upon the current successes of the system and look to plug gaps in existing geographic or temporal coverage.

**Deliverables:**

- Financial Analysis for each Scenario, including summary of fare change impacts on ridership and system revenue

**TASK 11: DEVELOP A TRANSIT IMPROVEMENT PLAN**

Based on the recommendations made in the previous tasks, SRF will identify implementation strategies to be implemented within a 5-year time frame. This Implementation Plan will contain recommendations and details from the TDP process for staff to carry out the modifications to the transit system. This will include definition of a program to help monitor performance of the system on an ongoing basis. The report will also provide a basis for local decision-makers and stakeholders to understand the study process well enough to be re-assured that ample opportunities were provided for input, review and adjustment before the final recommendations were proposed. That level of buy-in should help establish support to move forward with the implementation plans.

We will provide a draft report for staff review and input and then finalize the documentation as needed. Our staff resources include document editors and graphic artists who can help present the project outcomes in a clear and concise manner. Our in-house production capabilities permit us to respond to changes quickly and to finalize documents to the satisfaction of the client.

We will produce other supportive information that can be used for public displays, web-based presentations or formal presentations such as PowerPoint.

**Deliverables:**

- Draft and Final Transit Development Plan Report (all tech memos developed will be attached as appendices)
- A PowerPoint presentation summarizing the process and key findings and recommendations
- Summary Public Involvement Report
**PROJECT SCHEDULE**

Below is our proposed project schedule. Our team has the available resources and is excited to work on this TDP. We are committed to completing this project on schedule and to exceed the expectations of DSATS staff.

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<td>Public Open Houses</td>
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In 2010, SRF was selected by the City of DeKalb, Illinois to conduct an analysis of the transit system components to better address current conditions and to prepare for projected needs. The project included a detailed analysis of travel-related factors and current transit performance and incorporated several layers of local input to help identify area needs. An on-board user survey along with paper-based and web-based community surveys provided input on how well the current services are meeting local needs and gauged reaction to a series of potential improvements.

Options for service modifications were developed, and opportunities to increase base ridership were evaluated. The potential for commuter bus service was also included as a part of this plan. A regional route evaluation was completed that looked at the potential to establish a commuter connection from DeKalb to the Elburn Metra rail station.

Tasks completed for this part of the study included a market potential analysis, route concept development, schedule coordination, level of service analysis, and fare recommendations. The project also included establishing facility needs for vehicle storage and maintenance for the system and developing a preliminary facility design and site evaluation. The final products included an updated Transit Development Plan (TDP) and facility concept designs.

**Reference**

Brian Dickenson, AICP  
MPO Coordinator  
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Brian.Dickenson@cityofdekalb.com
SRF was selected by the South Bend Public Transportation Corporation (TRANSPO) to conduct a comprehensive operations analysis of the 21-route bus system serving the South Bend-Mishawaka area. The scope of the analysis includes an assessment of existing transit service performance, an examination of community characteristics that drive demand for transit service, and development of options for improving the bus system. SRF’s work on the comprehensive operations analysis also incorporates an extensive public involvement component, including several survey efforts, stakeholder interviews and focus groups, and open houses to communicate with transit riders and non-riders in the community.

An initial task in the analysis was to develop a complete geospatial inventory of the TRANSPO system. Because TRANSPO does not currently use GIS to maintain its system data, it was important to develop a record of the “baseline” conditions in the system from which changes could be accurately measured and graphically communicated. SRF developed a comprehensive geodatabase containing various bus route, stop, terminal, and ridership data. The spatial data was incorporated with a cost model to estimate operating cost implications of recommended bus service improvements.

SRF also developed a series of maps to communicate system characteristics and recommended changes to stakeholders and the public.

The TRANSPO board of directors selected a preferred alternative from SRF’s system recommendations. The recommended plan was implemented in 2012.

Reference

David Cangany
General Manager
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dcangany@sbtranspo.com
StarTran Financial, Marketing, Management, and Operational Analysis

Lincoln, Nebraska

The City of Lincoln commissioned a financial, marketing, management, and operational analysis of the StarTran transit system. The analysis evaluated StarTran's system performance based on standard measures of service quality and comparison to a national peer group.

SRF completed the evaluation, compiling information for the analysis during a series of on-site meetings and through the assistance of StarTran staff.

The evaluation included:

- A detailed review of many aspects of the system, including evaluations of StarTran’s oversight and guidance, management and organization, fixed route operations, paratransit operations, revenue generation, customer service and marketing, and equipment and facilities.
- An assessment of the potential costs and benefits of privatizing the StarTran system and creating a regional transit authority.
- An estimation of the potential cost savings and customer impact of a variety of severe service reduction strategies.

The evaluation indicated that overall, StarTran’s performance is slightly more efficient, but much less effective than its peers. While the system is generally well run with respect to personnel, SRF identified several opportunities to improve operational performance. The City of Lincoln is working to implement the recommendations.

Reference

Mikki Esposito
Director of Public Works and Utilities
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mesposito@lincoln.ne.gov
SRF was selected to conduct a detailed review of fixed route transit service operated by Citibus in Lubbock, Texas. Two decades had passed since the last comprehensive transit planning effort was undertaken, and in that time the Lubbock region had grown in population as well as in developed land. The transit system, however, had not kept pace. Since that earlier effort, the major travel generator in the community, Texas Tech University, has experienced dramatic increases in enrollment and campus area development.

The Lubbock Fixed Route Study was conducted in several phases. First, data on system performance, travel patterns, and area demographics were collected in order to analyze the existing conditions of the regional transit market and understand how Citibus compared to national peer systems. A qualitative assessment was also conducted involving focus groups with community members and Citibus staff, observing various aspects of the transit agency in the field, and interviews with stakeholders and community leaders. Three surveys were also developed – a passenger survey, a community-wide survey, and an employer survey – to further assess the community’s mobility needs. Community outreach and public involvement exercises were conducted at key project intervals.

Following a detailed route-level review of operations and performance, a number of growth and reduction scenarios were developed to give local stakeholders information to help guide future decisions on the system’s configuration. Additionally, administrative and operational recommendations were presented that will enable Citibus to operate as successfully as possible and serve the most transit users within existing levels of investment.

Reference
Maurice Pearl
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The City of Eau Claire, Wisconsin selected SRF to conduct a Transit Development Plan (TDP). The purpose of the TDP was to conduct a thorough review of the Eau Claire Transit System. As part of the TDP, SRF evaluated the performance of the existing system and identified current needs as well as opportunities for growth. We worked to develop a concrete understanding of the transit market in the City, developed strategies to improve the transit system, and identified ways to position Eau Claire Transit to meet future needs.

As part of the TDP, an extensive public outreach effort was used to gain insight on transit in the City. SRF tailored an outreach plan that included a substantial survey component using on-board customer surveys as well as online community surveys. We deployed a team of surveyors on-board all transit routes using iPads to collect responses. Stakeholder input along with technical information on the system helped shape the recommendations in the TDP.

Reference
Tom Wagener
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Cedar Rapids Fixed Route Transit Analysis
Cedar Rapids, Iowa

Transit performance in the Cedar Rapids area has dropped significantly in recent years and the flood of the downtown area in 2008 forced operation changes upon the system. As a result, the Corridor MPO undertook an analysis of fixed route transit services in the urban area to identify potential modifications to the system.

SRF teamed with Bourne Transit Consulting to conduct a thorough review of current transit operations, along with stakeholder and public meetings and input sessions.

The stakeholder input helped developed goals for potential system modifications. The primary goals were:

- Improve service at key travel generators across the community.
- Extend service times on weekdays and weekends.
- Improve downtown circulation.
- Enhance pedestrian access.
- Develop better marketing information.

An online community survey was developed to generate additional input from across the community. Following this work, a range of system and route modifications was evaluated for potential implementation. The final plan was developed to identify route, schedule, equipment and labor charges.

Reference
Brad DeBrower
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Ozarks Transportation Organization Fixed-Route Operations Analysis & Regional Services Analysis
Springfield, Missouri

Ozarks Transportation Organization (OTO) conducted a Fixed Route Operations Analysis on the City Utilities (CU) transit system in Springfield, Missouri along with an assessment of the potential costs and benefits of implementing regional commuter services from outlying communities to Springfield. CU is a community-owned utility serving southwest Missouri with electricity, natural gas, water, telecommunications, and transit services. CU has operated the public transit system for the City of Springfield since 1945. SRF teamed with Bourne Transit Consulting to complete the study activities.

The purpose of the Fixed Route analysis was to determine how well current fixed route transit services were meeting local needs and to identify opportunities to improve existing service. In addition to a thorough review of existing services, the SRF Team also evaluated five incremental levels of potential investment to expand local area transit services. The team also evaluated the impacts of changing the existing hub and spoke service configuration to a modified grid-type network.

Study activities for the Fixed-Route analysis included a thorough review of current transit performance, conducting an on-board customer survey, public and stakeholder outreach events, peer system review, extensive field review of current routes, schedules and operations, development of service change scenarios, route revisions, and capital and operating cost estimates related to new service concepts. Potential impacts on fleet, storage, and other operational considerations were also compiled.

The SRF Team was also responsible for analysis of potential commuter services from 11 outlying areas to and from the Springfield area. The analysis’ first step was to gauge the overall level of commuter travel between the communities along with population levels and the expected growth over the planning time horizon. Service concepts were prepared and sample schedules developed. From this information 1-, 5- and 10-year estimates of ridership and capital and operating costs were prepared for each of the potential services and overall performance indicators calculated to identify the most promising opportunities.

Reference
Sarah Fields
Director
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In 2015 Texas Tech University Transportation and Parking Services contracted with SRF to complete the Transit Master Plan for their flagship campus in Lubbock, Texas. The university had grown significantly over the past decade and was anticipating the addition of over 8,000 students, faculty, and staff to its campus by 2020. The purpose of the transit master plan project was to build on previous land use and development planning efforts by reviewing existing transit services and making strategic recommendations for future transit investment.

The Transit Master Plan process had four major components. The SRF team first evaluated the structure and performance of the existing transit system by collaborating with Texas Tech University’s transit provider – Citibus – to collect and interpret operational data, reviewing financial information provided by the client, and by conducting field observations on typical transit service days. The second activity was a multi-channeled stakeholder outreach effort intended to refine the vision for the transit plan. As part of that effort, SRF conducted interviews and focus groups with university administrators, staff, and students; led a town hall meeting with 150 participants and generated an online survey that elicited feedback from 2,600 people. The third portion of the work plan involved a peer review of transit service and management strategies deployed at similar universities and the fourth component of the project was developing the plan itself.

The final plan included recommendations for transit service, governance, performance management, and funding. SRF worked with staff to craft service planning recommendations, develop performance measures to monitor ongoing operations and identify potential facility and infrastructure improvements. The plan identifies clear roles and responsibilities for financial management, marketing, and community outreach related to the transit system.

At the conclusion of the project several internal workgroups were formed by Texas Tech University to begin implementing the plan recommendations on day one, and build external and internal agency partnerships focused on transit improvements.

Reference
Maurice Pearl
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Wisconsin Department of Transportation Small Urban Transit Management Performance Reviews

The Wisconsin Department of Transportation (WisDOT) supports the ongoing operation of transit services across the state. As part of their overall program management, WisDOT routinely conducts management and performance reviews of the systems.

In 2011, SRF was selected to lead a technical analysis team for reviews of 13 small urban Wisconsin transit systems, including:

- Beloit Transit System
- Eau Claire Transit
- Fond du Lac Area Transit
- Belle Urban System (Racine)
- Shoreline Metro (Sheboygan)
- Waukesha Metro Transit
- Wausau Area Transit System
- Green Bay Metro
- Kenosha Transit
- La Crosse Municipal Transit Utility
- Janesville Transit System
- Oshkosh Transit System
- Valley Transit (Appleton)

The reviews focused on conducting a thorough assessment of transit performance through peer group and trend line analysis as well as detailed reviews of current policy and decision-making structures and functional components of the operations.

The functional reviews addressed the following areas:

- Accounting and finance
- Personnel and labor
- Operations
- ADA paratransit service
- Short- and long-range planning
- Safety management and training
- Scheduling
- Marketing
- Maintenance
- Information technology

The reviews contained recommendations for management and operational changes as an improvement plan was developed for each system.

Reference

Ian Ritz
Transit Section Chief
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Recent Bourne Transit Consulting Experience

UNIVERSITY OF WISCONSIN – LA CROSSE

A market segment plan was developed for the City of La Crosse Planning Department to determine why system ridership was lower than some peer cities of similar size. Analysis of Unlimited Access by UW-La Crosse students indicated low usage on several routes. Student surveys and analysis of student residential locations indicated the route structure and schedules did not work well with student travel patterns. Western Technical Community College was included in the study due to shared classes and proximity of the two campuses. Analysis of middle and high school student travel on MTU buses was also included. Several recommendations for improved frequency on some routes; improved coordination with class schedules; and a shuttle route connecting UW-L, Western Tech, and downtown were developed. Contact: Larry Kirch, 608-789-7512.

CEDAR RAPIDS TRANSIT DEVELOPMENT PLAN

Working with SRF Consulting, Bourne Transit analyzed the routes and services provided by Cedar Rapids Transit. Boardings and alightings were analyzed and segments where ridership was extremely low were recommended for elimination. Running times were analyzed and minor changes were made on several routes to create a 60 or 90 minute cycle time to allow peak headways to be changed from 35 minutes to 30 minutes. Some route segments were swapped between routes to coordinate with middle and high school attendance boundaries. Changes in service to Kirkwood Community College were also instituted. Ridership increased 14% after one year with no increase in service hours. Contact: Brad DeBrower, 319-286-5573.

UNIVERSITY OF KANSAS AND CITY OF LAWRENCE

Several projects have been completed with the University of Kansas regarding KU On Wheels (KUOW). KUOW connects off campus housing and on campus dormitories with central campus. Service was expanded and recommendations were made for the late night service expansion from a car system to a bus system. Ridership now exceeds 70,000 per year on the late night service. The fixed route system has expanded from 1.4 million to more than 2.0 million passengers per year with the implementation of Unlimited Access. Technical assistance was provided to the university in the bidding process for the contract operator. The new contractor has been helpful in expanding service and providing more reliable service than the previous contractor. Assistance was also provided in purchasing a completely new fleet of new and used buses. Assistance was provided to provide NTD information in order to qualify for Small Transit Intensive Cities (STIC) funding.

A comprehensive route review was conducted of the city and university service. A shared route was created by combining two KUOW routes and one city route that has become the highest ridership route in the combined system. The city system was redesigned to improve travel in Lawrence with weak routes combined and other routes redesigned in order that passengers had multiple transfer locations that minimize their travel time and eliminates the need for all passengers to transfer in downtown. Equipment recommendations were made that resulted in the purchase of new buses that are appropriately sized for the ridership levels. Contact: Danny Kaiser 785-864-7275.

MARSHALLTOWN, IOWA TRANSIT PROGRAM ASSESSMENT

The Transit Program Assessment in Marshalltown was a total program assessment, similar to a TDP. Routes, schedules, and ridership patterns were examined. There was also a financial analysis of state funding and local taxing ability, and the management structure was analyzed. The fleet size and condition were reviewed. The result was a complete overhaul of the routes to make them less circuitous and more direct. Areas with no ridership were eliminated, and travel times reduced. Ridership increased 14 percent within six months after
the changes were implemented in July 2008. An error in the Iowa DOT program for funding replacement buses was discovered and moved some Marshalltown buses up in the Iowa DOT’s replacement system. Fleet size and condition was improved. An assistant was hired to help the manager with training and supervision.

GO WEST TRANSIT WESTERN ILLINOIS UNIVERSITY

There were several tasks in this project including bus stop spacing, audit of passenger boardings, route and service reviews, service frequency analysis, and equipment review. Many of the recommendations have been implemented and ridership on the city routes has increased significantly. Contact: Jude Kiah, 309-298-3353.

UNIVERSITY OF WYOMING, LARAMIE, WYOMING

An evaluation of the service provided by the university and the local senior center identified overlapping paratransit service. Fixed route service provided by the university was expanded to campus with downtown and the big box stores and opened to the general public. Expanded service began with the start of school in August, 2011. Contact: Paul Kunkel, 307-766-9802.

ASSOCIATED STUDENTS OF THE UNIVERSITY OF MONTANA

This project examined a variety of operating conditions with the ASUM bus system including safety, training, operating policies, fleet size, maintenance facilities, and the relationship with the local transit system (Mountain Line). One year after completion of the report, safety has improved, a new bus storage facility is planned, and ASUM and Mountain Line are working to incorporate ASUM statistics in the National Transit Database in order to access FTA Transit Intensive Cities funding. Contact: Nancy Wilson, 406-243-4599.

SALINA CITY GO

Technical assistance was provided to create a new fixed route system in Salina. Previous service was mostly client based social service paratransit service. A fixed route network had been designed and was modified for safe and efficient operation. Bus stop locations were established, operating policies and training programs were created for a fixed route operation. A management structure was developed and a management training program was initiated. Contact: Patrick Wallerius, 785-827-9383.

Bourne Transit Consulting worked with SRF on the following projects included in this submittal*:

- TRANSPO Comprehensive Operations Analysis
- Lincoln StarTran Financial, Marketing, Management, and Operational Analysis
- Lubbock, Texas, Fixed Route Study
- Eau Claire, Wisconsin, Transit Development Plan
- Cedar Rapids Fixed Route Transit Analysis
- Wisconsin Department of Transportation Small Urban Transit Management Performance Reviews
- DeKalb Transit Service Analysis
WORK SAMPLES

SRF has provided for your review the following work samples of completed report documents on the CD enclosed with our submittal.

- Texas Tech University Transit Master Plan
- Eau Claire Transit Development Plan
- WisDOT Transit Management Performance Review: Waukesha Metro Trans