

AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH STANTEC ARCHITECTURE, INC., FOR ARCHITECTURAL AND ENGINEERING DESIGN OF A TRANSIT MAINTENANCE AND OPERATIONS FACILITY IN AN AMOUNT NOT TO EXCEED \$1,002,000.

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

WHEREAS, the provision of public transit services is essential to the transportation of persons in the DeKalb Urbanized Area; and

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

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

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

WHEREAS, the City's corporate authorities find that approving a professional services agreement with Stantec Architecture, Inc. for the design-build of the transit facility is in the City's best interests for the protection of the public health, safety, and welfare; and

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

SECTION 1: The City's corporate authorities authorize, approve, and direct the Mayor or City Manager to enter into an agreement with Stantec Architecture, Inc. in the same or substantially similar form attached hereto and incorporated herein as Exhibit A, subject to any changes acceptable to them with the recommendation of City staff, and to thereafter provide architectural and engineering design of a transit maintenance and operations facility in an amount not to exceed \$1,002,000.00.

SECTION 2: This Resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of DeKalb that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, that this resolution shall supersede state law in that regard within its jurisdiction.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

FAILED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 12th day of April 2021 by a 1-6 roll call vote. Aye: Faivre. Nay: Morris, Finucane, Smith, Perkins, McAdams, Verbic.

**EXHIBIT A
(STANTEC TRANSIT FACILITY CONTRACT)**

Professional Services (Advisor) Agreement for Services

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

A. Services:

Contractor agrees to furnish to the City the following services:

See attached Exhibit A

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

B. Term:

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

C. Compensation:

Contractor shall receive as compensation for all work and services to be performed herein, an amount based on the fee schedule attached hereto as Exhibit B. Any payment made to the Contractor shall be strictly 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. Any additions to or deductions from the approved total amount of the contract, and any out of scope work shall require prior, written approval from the City. Any work performed without the City's express written consent shall be solely at the expense of the Contractor. The parties acknowledge the ongoing COVID-19 pandemic, and agree that the contract price may not reflect schedule or cost impacts resulting from future unanticipated changes in the pandemic's effects. To the



extent that there are cost or schedule impacts resulting from such changes, the Contractor shall provide notice of same to the City in a request for an equitable change order, which shall not be unreasonably denied.

The following optional provisions apply if checked:

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

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

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

E. Ownership of Records and Documents / Confidential Information:

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



to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time do so, and the City will, if time and abasis for extension under the Act permits, consider such extensions.

F. Governing Law:

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

G. Independent Contractor:

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

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

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

H. Certifications:

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

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



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

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

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

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

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

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

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

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

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

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free



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

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

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

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

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

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



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

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

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

I. Indemnification:

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

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



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

J. Insurance, Licensure and Intellectual Property:

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

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

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

K. [INTENTIONALLY OMITTED]



L. Additional Terms or Modification:

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

M. Notices:

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

For the City:

For the Contractor:

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

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

N. Subcontractors and Third Parties:

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

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

O. Progress Reports:

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



P. Conflicts:

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

Q. Inspections or Observation:

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

R. Force Majeure:

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



S. Limitation of Liability and Waiver of Consequential Damages:

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

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

Agreed to this _____ day of __, 20__.

City of DeKalb

Contractor

City Mayor/Manager



Exhibit A:

Description of Work



SCHEDULE "A" SCOPE OF SERVICES

RFQ No TRANSIT-02

City of DeKalb

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

February 4, 2021

Project Introduction and Assumptions:

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

The facility design shall allow continuation of two (2) contract operators with separate maintenance areas, dispatch areas, and administrative offices. The City Transit Department, less than five (5) administrative personnel, will also occupy the facility. The current fleet consists of 51 vehicles comprised of minivans, light duty, medium duty, super medium duty, and heavy-duty buses. Expansion in the next three (3) years will increase the vehicle fleet to approximately 60 vehicles. An eight (8) bay public transit transfer center will be on the site.

The City has identified a site for the Stantec team to evaluate. The site shall be initially analyzed for any "critical flaws" and then further evaluated via a two-step weighted evaluation matrix that will include a set of parameters determined jointly by Stantec and the City of DeKalb. Examples include site size, location, egressing, deadhead impact, on and off-site needs, acquisition cost, and its complement to the surrounding environment including applicable historical context.

The project includes acquisition of a site for the proposed Operations Facility.

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

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

The following scope of services will facilitate the City's intent to provide programming, site selection/verification, master site planning, FTA NEPA documentation, schematic building design, and preliminary budgetary cost estimating (Part One and Two of the RFQ) of these facilities, hereafter referred to as Phase 1.

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

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

Scope of Services Phase 1:

PART 1 – PROGRAMMING, NEEDS ASSESSMENT, SITE SELECTION/VERIFICATION, MASTER PLANNING, NEPA, PRELIMINARY COST ESTIMATING

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

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

Task 2.0 Preliminary Programming

- 2.1 Stantec will begin this phase of the project by reviewing any initial programming, or planning information completed to date. Project information, schedules, budgets and priorities can be fluid, so although an extensive amount of work has no doubt been done to date, Stantec will review it with 'fresh eyes', and through interactive discussion and collaboration look for new ideas to create the best facility possible to meet the needs of the City.
- 2.2 Program Questionnaires – Stantec will issue program questionnaires to the City (and NIU, if needed) for distribution to key user group and department representatives as

determined by the City's Project Manager. It is our understanding we will be programming and designing for the following departments: Transportation Operations (Fueling/Wash, Operations, Dispatch, Vehicle Storage, etc), Administration, Maintenance (Parts, Vehicle Storage, Equipment, etc) and Facilities. The questionnaires are intended to collect all relevant information associated with the functional operation of each department, and will address staff numbers, space needs, vehicle count, storage, yard, and other requirements. Any additional information that helps the Stantec design team capture their total space needs is requested. Stantec will review these questionnaires before conducting the Programming interviews.

2.3 Space Needs Programming – Stantec's Facility Architects and Industrial Design specialists will lead the space needs review and programming task. Over a two-day period, Stantec will conduct programming meetings, each anticipated to be 1-2 hours in length, as needed, with each user group being housed in, or using the proposed facilities. These meetings will occur in a place of your choosing, convenient to City staff. Ahead of the meetings, Stantec will issue the preparatory questionnaires aimed at capturing your existing inventory (equipment, staff numbers, office needs, vehicles, etc.), and planning for future growth. The site needs will include yard and parking, but also landscaping as required by local jurisdictional agencies, retention/detention, etc. The questionnaires and interview meetings will be incorporated into the Facility Space Needs Program.

2.4 Draft Facility Space Needs Program – A Draft Facility Space Needs Program will be prepared for all the facilities which will include the space needs, a narrative description of the major functions, bubble diagram indicating adjacencies of spaces, and other requirements for each space. We will review this draft with the City, staff, and users in a meeting. The City will have ten (10) business days to review the report and provide feedback to Stantec.

2.5 Final Facility Space Needs Program – After review of the Draft Program with the City, Stantec will incorporate comments in a Final Report. The Final Report will be used in the development of the Site Selection and Evaluations, and Building Planning outlined in future Tasks.

2.6 Stantec will require the City to provide organization chart(s), existing facility plans, vehicle/fleet information such as vehicle type, make and model, wheelbase(s), fuel type, bulk fluid MSDS and monthly/annual throughput.

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

Task 3.0 Site Selection/Verification and Master Planning

3.1 Site Selection – EEI and Stantec will evaluate the following listed site and other relevant adjacent properties in the following categories:

- Location within service area
- Available Land Area
- Program Compliance
- Adjacency to Existing or Planned Transit Service
- Deadhead Analysis
- Visibility and Security
- Ownership and Availability
- Development Cost
- Purchase Cost (if applicable)
- Zoning & Comprehensive Plan
- Relevant Agreements
- Vehicular Access
- Easements
- Access to Utilities with Field Verification
- General Topography
- Drainage with Field verification
- General Soils
- Area Transportation Facilities
- Floodplains
- National Wetland Inventory Map
- Ecological Resources through EcoCAT
- Historical Resources through IDNR-SHPO
- Others, as determined

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

3.2 Site Survey – Stantec will prepare an updated boundary and topography survey of the initial preferred site, and will complete additional site surveys at City's direction at a supplemental negotiated fee, should the preferred site prove deficient from other accompanying site selection efforts.

3.3 Planning & Zoning Entitlement Assessment & Information Review – The site master planning task will again begin with a review of any information the City may have developed to date, that will relevantly inform our decisions and solutions going forward. The review will include planning and zoning requirements and limitations currently relevant to the one (1) site. The City will provide any agreements that are in addition to the existing Zoning documents that may result in site limitations or

additional development restrictions.

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

3.4.1 The Stantec team, including experienced staff and civil engineer subconsultant, will convene in DeKalb and conduct a charrette with staff to identify key considerations from the City and NIU that will drive development towards a Preferred Site Plan option for current and future phases. The Stantec team may prepare site plan options in advance to share with the City’s team at the onset of the charrette. Over the course of up to three (3) days, Stantec’s team will develop alternative plans which Stantec will pin up on the walls and discuss the merits and challenges of each. Stantec has conducted design and planning charrettes remotely in response to COVID-19. We will coordinate with the City regarding the logistics of this task at the time.

3.4.2 Each day, two-hour pin-up/review sessions will be conducted with a select group of department staff for collecting direct feedback on each master plan reviewed.

3.4.3 Stantec will capture the feedback and develop a series of alternate master plan options for review by the Client at the following days review session.

3.4.4 At the end of the charrette, or shortly thereafter, a Preferred Site and Site Plan Option will be selected by the City for development by the Stantec team. This plan will include basic building footprints, general site constraints, vehicle and pedestrian circulation patterns, entry/egress locations and routes, yard and facility safety, conceptual identification of program yard requirements, and functional adjacencies between all. At the City’s request, Stantec and the City’s Project Manager will review the Preferred Site Option Plan with the City Manager or his designee, either during the charette process or upon its conclusion.

3.5 Sustainability Charrette – Stantec will lead a workshop specifically to identify sustainable strategies appropriate for the facility and site. The workshop will be attended by our major systems consultants and we will review opportunities for water, energy, and material conservation in the context of the site and each building. Stantec will review the opportunities for on-site power generation and co-generation systems that can serve the entire site, along with other strategies Stantec has successfully employed in other facilities that are well-suited for this type of facility. It is our understanding the City is desirous of incorporating LEED principles into the

design of this facility; however, USGBC LEED certification is not a required deliverable.

- 3.6 Phasing (Consideration for Future Growth) – The goal of this project is to develop, design and deliver a facility that will serve the City’s current and future service needs. This approach however may outweigh the current available funding and potential grant funding awards. Stantec will design a functional and highly efficient project / plan that may be used immediately, and for many years before a future phase is constructed. If necessary, Stantec will develop a phasing plan so that, depending on the ultimate funding schedule for future needs, these components can smoothly grow onto the site with minimal or no disruption to current operations, and in such a way that the user groups will ultimately be able to work most efficiently and effectively together.
- 3.7 Based on the input from the City’s operations and maintenance staff and correlating to industry best practices, energy efficiency goals and the Team’s design experience, we will create a discipline-by-discipline Basis of Design narrative to outline the current operational and maintenance issues and concerns and recommend a design approach and proposed solutions that will address current issues while incorporating current best practices and energy and design code requirements.
- 3.8 Development of a Preferred Master Plan and Draft Report – Following the charrette and the confirmation of the preferred site, the design team will develop the preferred master plan on that site. The work will be prepared by hand and in AutoCAD/Revit and will fix the size, program and design character of the site. During this phase, we will begin incorporating additional disciplines from Stantec’s design team - mechanical and electrical - to identify space needs and primary concepts for each. The information will be captured in a narrative report.
- 3.8.1 Facility Equipment Manual - A Draft Facility Equipment List and Manual of equipment cut sheets will be prepared for all the facilities which will include new equipment required for each work space, Parts Room, and specialty locations. We will also identify any existing equipment to be reused and relocated into this facility from existing buildings. Stantec will review this draft with you in one or more review meetings before including in the final report.
- 3.9 Presentation and Review – Stantec will meet in person with the City to review the Draft Master Plan Report and collect feedback. The review will include all components of the report, including overall project schedule and preliminary cost estimate. Stantec intends to have our key sub-consultants in attendance, as needed. After the meeting, the City will have ten (10) business days to review the Draft Master

Plan Report and provide additional feedback.

3.10 Master Plan Report Revisions – Stantec will collect comments from the Draft presentation and from the 10-day review period. All comments will be incorporated into the final Master Plan Report. Stantec will issue written responses to comments, identifying which comments have been incorporated, and which are noted for incorporation into future phase(s) of the project. Stantec will review the matrix with the Client and with the Deputy City Manager (or his designee).

3.11 Final Submittal and Acceptance – after incorporation of the draft report comments, Stantec will submit the Final Master Plan Report for approval. This will be both an electronic and hard copy submittal.

Meetings: Stantec will attend three (3) onsite meetings (Master Planning Charrette, Sustainability Charrette, and Presentation), and three (3) remote Skype or other electronic platform meetings during this phase

Task 4.0 Preparation of NEPA Documentation

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

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

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

For the EA, Stantec will:

- Provide an Executive Summary that provides a broad overview of the project, purpose and need, and environmental impacts
- Describe the purpose and need for the proposed action including background information

- Describe alternatives to the proposed action, including a summary of alternatives considered and dismissed. Alternatives considered and dismissed to be provided by FTA.
 - Describe the affected environment (existing environmental conditions) on and in the vicinity of the site. Stantec will identify those resources that will be analyzed in detail and provide justification for resources that would be dismissed from detailed analysis.
 - Assess potential direct, indirect, and cumulative environmental consequences (impacts) on the human environment arising from the proposed action, including short- and long-term impacts. Any impact that may constitute a major or significant impact Stantec will identify if impacts can be mitigated below a level of significance.
 - Assess, where appropriate, potential mitigation measures that would avoid, minimize, or offset the environmental impacts. This would include identifying any regulatory or permitting requirements associated with the proposed action. These requirements will be included in an appendix to the EA, in tabular form.
 - Maintain an Administrative Record that will include all information obtained and utilized for preparation of the EA including technical data, agency coordination letters and records of telephone interviews, and other background information.
- 4.1 Data Collection – Stantec will identify and compile all existing data sources and baseline information, and conduct a review of all pertinent existing documentation with respect to the potentially affected area(s). Stantec will utilize existing, available data to the maximum extent possible. Data collection will be qualitative except where noted. If data gaps are identified, Stantec will immediately notify The City of Dekalb. Stantec will conduct a site visit during the kick-off meeting for this project.
- 4.2 Prepare EA – Stantec will compile the Environmental Assessment in compliance with the National Environmental Policy Act of 1969, as amended. The document will include color graphics and maps. At a minimum the EA will include a Cover Sheet/Abstract, Project Description and Background Information, Description of Alternatives, Description of Existing Conditions and Environmental Consequences, List of Reference, List of Preparers, Distribution List, and Appendices.

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

- A. Aesthetics – Stantec will assess the aesthetics and visual resources in the vicinity of the alternative sites and provide an analysis of potential effects of the proposed project on existing vistas.
- B. Air quality – existing conditions will be described based on existing DC and EPA data. Impacts will be assessed at a qualitative level and will include impacts from construction and long-term operation. Based on existing uses and planned improvements, it is not anticipated that air quality modeling will be required for the EA.

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

construction related impacts. Stantec will utilize any studies performed by the FTA (e.g., Phase I Environmental Site Assessment). No hazardous materials studies will be undertaken as part of the EA preparation.

- M. Transportation – Existing conditions will be described based on observations of the surrounding roadway network. This scope assumes Stantec will utilize pre and post construction provided by others.
- N. Utilities – Stantec will describe existing utilities on and at their nearest adjacency to the proposed site. We will describe impacts resulting from the proposed action including proposed potential connections with immediate conflicts and cursory budget. Field locations of existing utilities will not be performed.
- O. Environmental Justice – The EA will describe the socioeconomic makeup of the area surrounding the site and will describe any potential for disproportionately high and adverse human health or environmental effects on minority populations and low-income populations.
- P. Cumulative Impacts - A description of past, present, and reasonably foreseeable future projects will be considered in the cumulative impact scenario and cumulative effects analysis. Stantec will write the cumulative effects analysis in accordance with the “x” + “y”= “z” approach method.

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

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

- 4.3 Prepare FONSI – Provided no significant impacts are determined, Stantec will prepare a Finding of No Significant Impact (FONSI). Stantec will provide an electronic version of the FONSI in MS Word with line and page numbering to the City for review and comment. After the review, Stantec will revise the document to address the government's comments. A back check electronic copy of the FONSI will be submitted to the City for review.

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

- 4.4 Administrative Record – Stantec will maintain an Administrative Record that will include all technical data, correspondence, agency coordination letters, and records of telephone interviews, and other background information used in preparation of the EA. A draft Administrative Record will be submitted to the City for review and

comment. Stantec will revise the Administrative Record to address the government's comments. Stantec will provide an electronic version of the Administrative Record and any hard copies, as necessary.

- 4.5 Quality Control – Stantec believes that a quality product is the key to the successful performance of a contract. Stantec has developed quality assurance and quality control (QA/QC) procedures to reduce the need to correct work and to ensure timely and efficient completion of all tasks and subtasks required by the City. Stantec applies ISO 9001 quality management practices to all of our projects. Our 10-point Project Management System guides our projects from the onset of the project, through development of deliverables, through project closeout. From the very onset of the notice to proceed, we will work with the City to ensure that we have a complete understanding of your needs for the project as a whole.
- 4.6 Meetings and Project Coordination – Stantec will attend an internal kick-off meeting with the City team members. This meeting will include a discussion of available information, format for deliverables, and schedule. Stantec assumes that up to two NEPA development team members will attend this meeting.
- 4.7 Public Involvement – As significant public involvement is anticipated for this EA, Stantec will send out coordination letters to the community, key stakeholders, government agencies, Native American tribes and the State Historic Preservation Officer to inform them of public involvement opportunities. Stantec will develop the coordination letter and will provide the letters to the City for review and comment. After the review, Stantec will make any changes necessary, prior to issuance.

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

- 4.8 Cultural Resources Assessment – Stantec will complete and submit the basic requests to acquire clearance or comments from the necessary State historical/cultural agencies, and conduct a limited study to provide baseline data and recommendations to inform FTA's consultation with the State Historic Preservation Officer (SHPO) or other interested parties. Stantec will develop a submission package for the FTA for submittal to the IL SHPO for their review; their response shall determine the extent of additional services necessary.

To complete a cultural resources assessment of the City of DeKalb Transit System Operations and Maintenance Facility, Stantec will conduct the following tasks:

- Conduct a review of the Illinois archaeological site database to identify known archaeological sites and previously surveyed areas within the Project Area, and

determine whether the Project Area is identified as having a high potential for archaeological sites by the Illinois State Historic Preservation Office (ISHPO);

- Conduct a review of the Illinois Historic and Architectural Resources Geographic Information System (HARGIS) to identify known historic structures within 1-mile of the Project Area;
- Review historical plat and atlas maps to determine the nature of prior use of the Project Area;
- Review online soils database for the Project Area;
- Conduct an archaeological survey of the Project Area complying with ISHPO standards: 5 meter interval pedestrian walkover if an agricultural field or 15 meter shovel test pit excavation if grass-covered;
- Conduct an in-field analysis of all artifacts recovered (artifacts will be left in place);
- Photograph all structures greater than 50 years of age within the field of view of the Project Area;
- Submit an Illinois Archaeological Site Form for all archaeological sites identified during the field survey;
- Prepare an ISHPO Archaeological Survey Short Report (ASSR) documenting the results of the archaeological survey for submittal to ISHPO for review and comment;
- Submit photographs with an accompanying keyed locational map to ISHPO for review and comment;
- Provide the City of DeKalb with the opportunity to review and comment on all deliverables prior to submittal to ISHPO.

4.9 Additional Cultural Resources Support – In the event that IL SHPO requests additional archaeological or historic structure investigations, such as National Register-evaluations, data recovery or consulting party meetings, among others, Stantec will coordinate with the City on identifying a scope of work and budget for those tasks.

Assumptions:

This scope assumes that Task 4.9 is optional and may be made available by the City for additional cultural resources support based upon the findings of the Cultural Resources Assessment and consultation with the IL SHPO.

Task 5.0 Cursory Budgetary Cost Estimate

- 5.1 Stantec will provide a per square foot building cost estimate by building type(s) and land development Cost Estimate.
- 5.2 Estimated Equipment Costs: Stantec will develop an estimated industrial equipment cost based on similar facility types and sizes. Estimated cost will be provided on a cost-per-square foot basis.

Meetings: Stantec will review the cost estimate with the City via Skype or other electronic meeting platform.

Task 6.0 Public Involvement

- 6.1 Within two (2) weeks of the project kick-off meeting, EEI will meet with the City to develop a Public Involvement Strategic Plan. The Plan will include, at a minimum, 1) list of key stakeholders, 2) description and schedule of public involvement activities (including those required for the Environmental Assessment) aligned with the overall project schedule for Part 1 and Part 2, 3) strategy for engaging each group of stakeholders, and 4) list of Public Involvement materials (narratives, maps, sketches, etc.) to be developed by the EEI and other Stantec team members.
- 6.2 Within four (4) weeks of the project kick-off meeting EEI will meet with the City to present and discuss the Draft Public Involvement Strategic Plan. EEI will facilitate the meeting and solicit the City's ideas and preferences, which will be included in the Final Public Involvement Strategic Plan.
- 6.3 The Final Public Involvement Strategic Plan will be submitted to the City for review within two (2) weeks of the meeting described above. EEI will incorporate the City's comments into the Final Public Involvement Strategic Plan.
- 6.4 EEI and other Stantec team members will develop written material, maps, and sketches for the City to use in promoting the project and communicating the benefits of the project to key stakeholders during Part 1 of the project.
- 6.5 EEI will attend meetings and facilitate public meetings as designated in the Public Involvement Strategic Plan (above). The following list of meetings are anticipated for Part1 (not including the meeting described above).
 - 6.5.1 Prepare materials and participate in one (1) public meeting to announce commencement of the project. Topics will include the need for the project, its benefits to the community and the overall schedule. The Site Selection Process will be described along with an explanation of the opportunities for public involvement throughout the project.
 - 6.5.2 Prepare materials and participate in one (1) public meeting to present the results of Site Selection Process and conduct Scoping for the Selected Site.
 - 6.5.3 Prepare materials and participate in one (1) public meeting to present the draft EA and take comments that will be addressed in the final EA.
 - 6.5.4 Prepare materials and participate in one (1) public meeting to present the final EA and solicit public input to the preliminary plans for Part 2.

- 6.5.5 A total of five (5) stakeholder meetings to communicate the benefits of the project and receive concerns of the key stakeholders

Part One (1) Deliverables:

- Part One Report (Program, Needs Assessment, Site Selection/Verification, NEPA and Master Planning)
 - Program Documentation (questionnaires, support information)
 - Final Program (all buildings/departments)
 - Master Plan and Sustainability Charrette Documentation
 - Final Master Plan (all buildings/departments)
 - Conceptual Building Massing, including Conceptual Renderings (up to (2) building massing renderings, depicting up to (2) exterior building material options)
 - Matrix of various proposed systems with their corresponding energy and life-cycle costs
 - Discipline Design Narratives (Equipment, MEPFP, Structural, Fueling)
 - Preliminary Design and Construction Schedule
 - Preliminary Cost Estimate
 - LEED Checklists, as required
 - Background information (including environmental, data collected, etc.)
- NEPA EA Submittal Document
- Part 1 of Public Involvement

PART TWO (2) – FACILITY SCHEMATIC DESIGN, FTA GRANT APPLICATION ASSISTANCE, DETAILED COST ESTIMATING

Task 7.0 Schematic Building Design

- 7.1 30% Schematic Design Charrette –Stantec will commence conceptual design work associated with the Preferred Option developed in Task 3, by again utilizing the design charrette process. The spatial relationships Stantec developed on past projects will be used to inform and speed the development of the facility.

During this charrette Stantec will explore various functional building layouts and approaches to the Operations Facility and Transfer Center design based on the selected site, and then again conduct daily review sessions over the course of up to three days, with your staff and/or users to review and gather additional input. This input will lead to the development of the more detailed spatial adjacencies between each user group within the building layout, the operational processes favored to

enhance communication and efficiency, and the flow of the facility. With the inclusion of the Transfer Center on site, special attention will be given to safety both within the flow of the Operations Facility, but also between the two facilities and with the public site access. Stantec will develop initial architecture for each building that will make the complex not only a functional success, but a point of pride for the City and a desirable working environment for the employees. Major changes or significant deviations from the Site Master Plan as presented during Task 3 are not expected to occur during this task - Should these occur, the design team shall re-evaluate the proposed adjustments and their impact; if any, to the schedule and professional fees quoted herein.

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

7.3 Following the City’s decision as to which site they will utilize for construction of this facility, EEI will perform the following tasks to prepare a Preliminary Site Plan in full compliance with City Codes, Ordinances and Specifications for improvements:

- Boundary and Topographic Survey of the entire site, adjoining roadways requiring improvements, offsite areas necessary for utility extensions and any other areas necessary to fully develop and implement this project
- Agricultural Farm Tile Investigation (with sub-consultant)
- Sub-surface Soils & Road Cores Investigation (with sub-consultant)
- Wetlands Investigation, Delineation and Report (with sub-consultant)
- Preliminary Intersection Design Study and Existing/Future Traffic Analysis
- Preliminary Roadway Extension/Improvement Plans
- Preliminary Stormwater Management Calculations and Design
- Preliminary Utility Plans including Sanitary Sewer, Water, Storm Sewer and Source Identification for Electric, Natural Gas, Telephone and Fiber Optic
- Preliminary Site Grading and Site Parking/Circulation based on Stantec Facility Schematic and Ingress/Egress Points
- Incorporation of Site Lighting and Landscaping Elements prepared by Stantec

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

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

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

7.6 The building design will be entered into the block level energy model to start validating the overall energy efficiency of the proposed solutions. This includes modelling various building envelope constructions and building orientations to optimize the system sizing and annual energy impact of the various systems and building configurations. This ensures that the solutions are judged on the life cycle costs, not just first cost or peak load costs.

7.7 Stantec will also develop infrastructure impacts for the various charging system solutions. This ensures the final solutions take into account not only the charging hardware, but also the varying requirements of the MEPFP infrastructure to effectively enable the operation of the hardware.

7.8 30% Schematic Design Submittal – Stantec's team will meet in person with the City to review the Draft Schematic Design Report and collect feedback. The review will include floor plans, elevations, basic sections, code analysis, major equipment

locations and general sizing, and egress/ingress plans, as well as a review of the overall project schedule and preliminary cost estimate. Other engineering discipline concepts will be included in narrative form and with floor plans outlining the layout of primary systems. Plans include mechanical unit locations, electrical power plan(s), site utility plan, fueling equipment and layout plan, and structural system and sizing plans. Stantec intends to have our key sub-consultants in attendance, as needed. After the presentation, the City will have ten (10) business days to review the schematic drawings and narratives. Stantec will collect comments from the submittal and incorporate them into the final Schematic Design submittal. Stantec will issue written responses to comments identifying which have been incorporated, and which are noted for incorporation into future phase(s) of the project. Stantec's team will review the matrix with the Client and develop consensus on how to incorporate each item before moving on to the next phase.

7.3.1 Note: If the City chooses to engage the services of a 3rd Party Cost Estimator for value engineering, the Stantec team will work directly with that consultant by providing project information, including drawings, specifications and previously determined Basis of Design and project outcomes. Should the City continue to engage a 3rd Party Cost Estimator at each subsequent milestone, Stantec will provide the same information.

7.9 Existing Equipment Inventory: as an Optional Service for consideration, Stantec's Industrial and Architectural design team can Participate in an existing site and facility tour with the Client to discuss and identify industrial equipment to be relocated. Document up to 50 existing industrial equipment items to be relocated such as vehicle lifts, cranes, fluid distribution systems, vehicle exhaust equipment, etc. Existing inventory will document equipment manufacturer, model, dimensions, clearance requirements, structural requirements, and mechanical, plumbing, and electrical connections.

7.10 Final Submittal and Acceptance – after incorporation of draft report comments, Stantec's team will submit the Final 30% Schematic Design Report. This will be both an electronic and hard copy submittal. The City/ will have five (5) additional days to review the Final 30% Schematic Design Report.

Task 8.0 Detailed Cost Estimate

8.1 Stantec will provide a detailed building cost estimate by building type(s) and land development Cost Estimate utilizing the CSI 16 Section Specification outline.

Task 9.0 FTA Grant Application Assistance

- 9.1 The City of DeKalb will lead the FTA Grant Application process. Stantec will provide assistance to the City of DeKalb on the development of a Federal FTA Grant Application including supporting, graphics, and presentation material.

Task 10.0 Public Involvement

- 10.1 Within four (4) weeks of the public meeting to present the final EA, EEI will update Public Involvement Strategic Plan based on the results of Part 1 and any other relevant updates, as appropriate for Part 2.
- 10.2 EEI and other Stantec team members will update and develop new written material, maps, and sketches for the City to use in promoting the project and communicating the benefits of the project to key stakeholders during Part 2 of the project.
- 10.3 EEI will attend meetings and facilitate public meetings as designated in the updated Public Involvement Strategic Plan (above). The following list of meetings are anticipated for Part 2 (not including the meeting described above).
- 10.3.1 Prepare materials and participate in one (1) public meeting to present the facility schematic / site layout along and receive public comments.
 - 10.3.2 Prepare materials and participate in one (1) public meeting to update the public on the status of the project.
 - 10.3.3 A total of five (5) stakeholder meetings to communicate project status and how the concerns of the public and key stakeholders are being addressed.

Client Meetings (in addition to Public Involvement meetings): we anticipate up to two (2) in-person meetings during this Task and four (4) remote Skype meetings, plus one (1) public presentation, if required.

Part Two (2) Deliverables:

- Part Two Report (building on the Part One Report and including...)
 - 30% Building Schematic Design (including renderings)
 - Floor plans and adjacencies
 - Final site plan layout
 - Major equipment layout drawings
 - Discipline Narratives
 - Outline Specifications
 - Schematic Renderings (up to three (3) building massing renderings, depicting up to (2) exterior building material options)
 - Public Presentation and Materials (1 total)
 - Detailed Cost and Land Development Estimates.
-

- Part 2 of Public Involvement

Stantec will await receipt of written Acceptance of the below deliverable and Authorization by the City to proceed before moving on to Phase 2.

Scope of Services Phase 2:

PART THREE (3) – FINAL FACILITY ARCHITECTURAL AND ENGINEERING DESIGN

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

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

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

Scope Assumptions and Clarifications:

The following assumptions are included in this scope of work.

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

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

- Design and permitting of buildings and/or site improvements not specifically included in this Scope
- Legal Services
- Real Estate/property negotiations
- Rezoning

Project Schedule

Phase 1 Tasks		Start	End
Part One (1)			
Task 1.0	Project Kick-Off, Project Management and Team Coordination	4/3/21	
Task 2.0	Preliminary Programming	4/3/21	5/11/21
	DeKalb Review	4/24/21	5/4/21
Task 3.0	Site Selection/Verification and Master Planning	5/21/21	7/13/21
	DeKalb Review	6/26/21	7/6/21
Task 4.0	Preparation of NEPA Documentation	7/16/21	TBD
Task 5.0	Cursory Budgetary Cost Estimate	7/16/21	7/20/21
Task 6.0	Public Involvement	4/17/21	Same as Task 4 end
Part Two (2)			
Task 7.0	Schematic Building Design	7/30/22	10/12/22
	DeKalb Review	9/25/22	10/5/22
Task 8.0	Detailed Cost Estimate	10/15/22	10/26/22
Task 9.0	FTA Grant Application Assistance	10/29/22	TBD
Task 10.0	Public Involvement	TBD	TBD

Schedule assumes receipt of purchase order by 4/3/21.

Fee Schedule

Tasks		Basic Services Fees	Optional Fees
Part One (1)			
Task 1.0	Project Kick-Off, Project Management and Team Coordination		
Task 2.0	Preliminary Programming		
Task 3.0	Site Selection/Verification and Master Planning		
Task 4.0	Preparation of NEPA Documentation		
Task 5.0	Cursory Budgetary Cost Estimate		
Task 6.0	Public Involvement		
Sub-Total			
Sub-Total Part One (1)			
Part Two (2)			
Task 7.0	Schematic Building Design		
Task 8.0	Detailed Cost Estimate		
Task 9.0	FTA Grant Application Assistance		
Task 10.0	Public Involvement		
Sub-Total			
Sub-Total Part Two (2)			
Project Total			

Exhibit B:

Price Summary



City of DeKalb
New Maintenance & Operations Facility
SUMMARY

February 4, 2021

Task	Stantec Total	Reimbursable Expenses (Travel, Lodging, Meals, Reproduction Prints, etc)	Civil Engineering (Engineering Enterprises, Inc.)	Landscape Architecture (Daniel Weinbach & Partners)	MEP Engineering, Fire Protection (CCJM)	Cost Estimating (Middleton Construction Consulting)	Totals
Bidding Level							
PART ONE (1)							
Task 1.0: Project Kick-off, Project Management and Team Coordination	\$ 20,019.00	\$ 4,308.00	\$ 3,640.00	\$ -	\$ 12,672.00		\$ 40,639.00
Task 2.0: Preliminary Programming	\$ 66,184.00	\$ 9,184.00	\$ 812.00	\$ -	\$ -		\$ 76,180.00
Task 3.0: Site Selection/Verification and Master Planning	\$ 181,659.00	\$ 18,035.00	\$ 39,044.00	\$ -	\$ 34,776.00		\$ 273,514.00
Task 4.0: Preparation of NEPA Documentation	\$ 58,844.00	\$ 1,156.00	\$ -	\$ -	\$ -		\$ 60,000.00
Task 4.8 Cultural Resources Assessment	\$ 11,390.00	\$ 610.00					\$ 12,000.00
Task 5.0: Cursory Budgetary Cost Estimate	\$ 10,333.00	\$ 500.00	\$ 6,760.00	\$ -	\$ -	\$ 17,400.00	\$ 34,993.00
Task 6.0: Public Involvement (NTE)	\$ 23,130.00	\$ 3,067.00	\$ 23,751.00	\$ -	\$ -		\$ 49,948.00
Subtotal	\$ 371,559.00	\$ 36,860.00	\$ 74,007.00	\$ -	\$ 47,448.00	\$ 17,400.00	\$ 547,274.00
Subtotal Part One (1)							
PART TWO (2)							
Task 7.0: Schematic Building Design	\$ 182,750.00	\$ 13,927.00	\$ 31,470.00	\$ 10,000.00	\$ 55,320.00		\$ 293,467.00
Task 8.0: Detailed Cost Estimate	\$ 11,845.00	\$ 500.00	\$ 8,594.00	\$ -	\$ -	\$ 22,000.00	\$ 42,939.00
Task 9.0: FTA Grant Application Assistance	\$ 7,223.00	\$ 500.00	\$ 1,218.00	\$ -	\$ -		\$ 8,941.00
Task 10.0: Public Involvement (NTE)	\$ 12,298.00	\$ 1,367.00	\$ 11,324.00	\$ -	\$ -		\$ 24,989.00
Subtotal	\$ 214,116.00	\$ 16,294.00	\$ 52,606.00	\$ 10,000.00	\$ 55,320.00	\$ 22,000.00	\$ 370,336.00
Direct Cost-Agricultural Drain Tile Sub-Consultant			\$ 10,000.00				\$ 10,000.00
Direct Cost-Geotechnical Sub-Consultant			\$ 25,000.00				\$ 25,000.00
Direct Cost-Wetland Sub-Consultant			\$ 10,000.00				\$ 10,000.00
Subtotal Part Two (2)	\$ 214,116.00	\$ 16,294.00	\$ 97,606.00	\$ 10,000.00	\$ 55,320.00	\$ 22,000.00	\$ 415,336.00
TOTAL HOURS							
DIRECT LABOR COST	\$ 585,675.00	\$ 53,154.00	\$ 171,613.00	\$ 10,000.00	\$ 102,768.00	\$ 39,400.00	\$ 962,610.00
OPTIONAL SERVICES							
Existing Equipment Inventory	\$ 16,940.00	\$ 2,000.00					\$ 18,940.00
Task 4.9: Additional Cultural Resources Support	\$ 20,000.00	\$ -					\$ 20,000.00

City of DeKalb
New Maintenance & Operations Facility
ARCHITECTURE

Task	Project Personnel (Hrs)								Stanlec Labor Total	Reimbursable Expenses (Travel, Lodging, Media, Reproduction Prints, etc)	Totals
	Principal in Charge	Senior PM	Project Architect	QA/QC	Project Designer	Senior Interior	Specs	QA/QC			
Employee Name	Ken Anderson	Greg Shipley	Paul Zook	Bobb Berazategui	Tyler Waller	Liz Ruby	Richard Brown	Mark Bowles			
Employee Labor Rate	\$ 229.00	\$ 173.00	\$ 167.00	\$ 173.00	\$ 143.00	\$ 167.00	\$ 219.00	\$ 167.00			
PART ONE (1)											
Task 1.0: Project Kick-off, Project Management and Team Coordination	13	21	3		3				\$ 8,124.00	\$ 2,660.00	\$ 11,584.00
Task 2.0: Preliminary Programming	38	163	49		9				\$ 35,818.00	\$ 2,862.00	\$ 38,780.00
Task 3.0: Site Selection/Verification and Master Planning	73	160	214	9	244				\$ 118,048.00	\$ 13,035.00	\$ 131,083.00
Task 4.0: Preparation of NEPA Documentation	0	0	0		0				\$ -	\$ -	\$ -
Task 5.0: Current Budgetary Cost Estimate	9	9	11		7				\$ 5,540.00	\$ 500.00	\$ 6,040.00
Task 6.0: Public Involvement (NTE)	9	23	0		21				\$ 8,870.00	\$ 1,367.00	\$ 10,237.00
SUBTOTAL HOURS (Part One (1))	138	312	279	9	304	0	0	0	1042		
SUBTOTAL LABOR (Part One (1))	\$31,601.00	\$53,976.00	\$46,593.00	\$1,557.00	\$43,472.00	\$0.00	\$0.00	\$0.00	\$ 177,200.00	\$ 20,524.00	\$ 197,724.00
PART TWO (2)											
Task 7.0: Schematic Building Design	40	108	175	18	259	32			\$ 102,737.00	\$ 11,427.00	\$ 114,164.00
Task 8.0: Detailed Cost Estimate	5	9	11		7				\$ 5,540.00	\$ 500.00	\$ 6,040.00
Task 9.0: FTA Grant Application Assistance	5	11	25						\$ 7,225.00	\$ 500.00	\$ 7,725.00
Task 10.0: Public Involvement (NTE)	6	40			28				\$ 12,298.00	\$ 1,367.00	\$ 13,665.00
SUBTOTAL HOURS (Part Two (2))	56	169	211	18	294	32	0	0	780		
SUBTOTAL LABOR (Part Two (2))	\$12,824.00	\$29,237.00	\$35,237.00	\$3,114.00	\$42,042.00	\$5,344.00	\$0.00	\$0.00	\$ 127,798.00	\$ 13,794.00	\$ 141,592.00
TOTAL HOURS	194	481	490	27	598	32	0	0	1822		
DIRECT LABOR COST	\$44,426.00	\$83,213.00	\$81,830.00	\$4,671.00	\$85,514.00	\$5,344.00	\$0.00	\$0.00	\$ 304,998.00	\$ 34,318.00	\$ 339,316.00

City of DeKalb
New Maintenance & Operations Facility
INDUSTRIAL DESIGN

Task	Project Personnel (Hrs)					Stanlec Labor Total	Reimbursable Expenses (Travel, Lodging, Meals, Reproduction Prints, etc)	Totals
	Senior Industrial Architect	Industrial Designer	Senior Mechanical Engineer	QA/QC - Industrial	Title			
Employee Name	Jared Weismanel	Ben Strehlow	Jae Ryu	Sy Selick	Name			
Employee Labor Rate	\$ 173.00	\$ 127.00	\$ 173.00	\$ 167.00	\$ 1.00			
PART ONE (1)								
Task 1.0: Project Kick-off, Project Management and Team Coordination	16	19	2	0		\$ 5,527.00	\$ -	\$ 5,527.00
Task 2.0: Preliminary Programming	54	60	0	0		\$ 19,602.00	\$ 2,500.00	\$ 22,002.00
Task 3.0: Site Selection/Verification and Master Planning	84	134	0	12		\$ 32,384.00	\$ 2,500.00	\$ 34,784.00
Task 4.0: Preparation of NEPA Documentation	0	0	0	0		\$ -	\$ -	\$ -
Task 5.0: Cursory Budgetary Cost Estimate	5	10	0	0		\$ 2,135.00	\$ -	\$ 2,135.00
Task 6.0: Public Involvement (NTE)	0	0	0	0		\$ -	\$ -	\$ -
SUBTOTAL HOURS (Part One (1))	159	233	2	12	0	406		
SUBTOTAL LABOR (Part One (1))	\$27,507.00	\$29,591.00	\$346.00	\$2,004.00	\$0.00	\$ 59,448.00	\$ 5,000.00	\$ 64,448.00
PART TWO (2)								
Task 7.0: Schematic Building Design	120	200	53	12		\$ 67,333.00	\$ 2,500.00	\$ 69,833.00
Task 8.0: Detailed Cost Estimate	5	10	0	0		\$ 2,135.00	\$ -	\$ 2,135.00
Task 9.0: FTA Grant Application Assistance	0	0	0	0		\$ -	\$ -	\$ -
Task 10.0: Public Involvement (NTE)	0	0	0	0		\$ -	\$ -	\$ -
SUBTOTAL HOURS (Part Two (2))	125	210	53	12	0	400		
SUBTOTAL LABOR (Part Two (2))	\$21,625.00	\$26,670.00	\$9,169.00	\$2,004.00	\$0.00	\$ 59,468.00	\$ 2,500.00	\$ 61,968.00
TOTAL HOURS	284	443	55	24	0	806		
DIRECT LABOR COST	\$49,132.00	\$56,261.00	\$9,515.00	\$4,008.00	\$0.00	\$ 118,916.00	\$ 7,500.00	\$ 126,416.00

OPTIONAL SERVICES								
Existing Equipment Inventory	48	63	0	0		\$ 14,305.00	\$ 2,000.00	\$ 18,305.00

City of DeKalb
New Maintenance & Operations Facility
FUELING

Task	Project Personnel (Hrs)						Stantec Labor Total	Reimbursable Expenses (Travel, Lodging, Meals, Reproduction Prints, etc)	Totals
	Fuel System Principal/EOR	Fuel System Operations Specialist	Fuel System Design Director	Fuel System Designer	Fuel System Permit Specialist	Title			
Employee Name	RB Laurence	Jim Stewart	Jeff Wilson	Nate Devoe	Chyna Levesque	Neil MacAloney			
Employee Labor Rate	\$ 225.00	\$ 204.00	\$ 192.00	\$ 143.00	\$ 149.00	\$ 174.00			
PART ONE (1)									
Task 1.0: Project Kick-off, Project Management and Team Coordination							\$ -	\$ -	\$ -
Task 2.0: Preliminary Programming		16					\$ 3,264.00	\$ 1,250.00	\$ 4,514.00
Task 3.0: Site Selection/Verification and Master Planning	2	40			4	16	\$ 11,990.00	\$ -	\$ 11,990.00
Task 4.0: Preparation of NEPA Documentation							\$ -	\$ -	\$ -
Task 5.0: Cursory Budgetary Cost Estimate	2	4				8	\$ 2,158.00	\$ -	\$ 2,658.00
Task 6.0: Public Involvement (NTE)							\$ -	\$ -	\$ -
SUBTOTAL HOURS (Part One (1))	4	60	0	0	4	24	92		
SUBTOTAL LABOR (Part One (1))	\$900.00	\$12,240.00	\$0.00	\$0.00	\$596.00	\$4,176.00	\$ 17,912.00	\$ 1,250.00	\$ 19,162.00
PART TWO (2)									
Task 7.0: Schematic Building Design	8	40	16	48		16	\$ 22,480.00	\$ -	\$ 22,680.00
Task 8.0: Detailed Cost Estimate	2	8				12	\$ 4,176.00	\$ -	\$ 4,176.00
Task 9.0: FTA Grant Application Assistance							\$ -	\$ -	\$ -
Task 10.0: Public Involvement (NTE)							\$ -	\$ -	\$ -
SUBTOTAL HOURS (Part Two (2))	10	48	16	48	0	28	150		
SUBTOTAL LABOR (Part Two (2))	\$2,250.00	\$9,792.00	\$3,072.00	\$6,864.00	\$0.00	\$4,872.00	\$ 26,850.00	\$ -	\$ 26,850.00
TOTAL HOURS	14	108	16	48	4	52	242		
DIRECT LABOR COST	\$3,150.00	\$22,032.00	\$3,072.00	\$6,864.00	\$596.00	\$9,048.00	\$ 44,762.00	\$ 1,250.00	\$ 46,012.00

City of DeKalb
New Maintenance & Operations Facility
LIGHTING & SUSTAINABILITY

Task	Project Personnel (Hrs)				Stantec Labor Total	Reimbursable Expenses (Travel, Lodging, Meals, Reproduction Prints, etc)	Totals
	Snr. Sustainability	Sustainability	Lighting Task Manager	Snr. Lighting Designer			
Employee Name	Rachel Bannon-Godfrey	Parul Jain	Rachel Fitzgerald	Vannessa Pederson			
Employee Labor Rate	\$ 176.00	\$ 143.00	\$ 167.00	\$ 143.00			
PART ONE (1)							
Task 1.0: Project Kick-off, Project Management and Team Coordination	3				\$ 528.00	\$ -	\$ 528.00
Task 2.0: Preliminary Programming					\$ -	\$ -	\$ -
Task 3.0: Site Selection/Verification and Master Planning	24	8			\$ 5,368.00	\$ 1,000.00	\$ 6,368.00
Task 4.0: Preparation of NEPA Documentation					\$ -	\$ -	\$ -
Task 5.0: Cursory Budgetary Cost Estimate					\$ -	\$ -	\$ -
Task 6.0: Public Involvement (NIE)					\$ -	\$ -	\$ -
SUBTOTAL HOURS (Part One (1))	27	8	0	0	35		
SUBTOTAL LABOR (Part One (1))	\$4,752.00	\$1,144.00	\$0.00	\$0.00			
					5896	\$ 1,000.00	\$ 6,896.00
PART TWO (2)							
Task 7.0: Schematic Building Design					\$ -	\$ -	\$ -
Task 8.0: Detailed Cost Estimate					\$ -	\$ -	\$ -
Task 9.0: FTA Grant Application Assistance					\$ -	\$ -	\$ -
Task 10.0: Public Involvement (NIE)					\$ -	\$ -	\$ -
SUBTOTAL HOURS (Part Two (2))	0	0	0	0	0		
SUBTOTAL LABOR (Part Two (2))	\$0.00	\$0.00	\$0.00	\$0.00			
					0	\$ -	\$ -
TOTAL HOURS	27	8	0	0	35		
DIRECT LABOR COST	\$4,752.00	\$1,144.00	\$0.00	\$0.00			
					5896	\$ 1,000.00	\$ 6,896.00

City of DeKalb
New Maintenance & Operations Facility
ENVIRONMENTAL

Task	Project Personnel (Hrs)						Stanlec Labor Total	Reimbursable Expenses (Travel, Lodging, Meals, Reproduction Prints, etc)	Totals
	Sr. Project Manager	Sr. Engineer II (Sr. Scientist)	Civil Designer (Scientist III)	CADD Technician I	Administrative II	Civil Designer (Cultural Resources Specialist)			
	Employee Name	Krebs/Estes	Schrader/Davis	Sybert	Sobchak	Anadole/Eshenbaugh	Lipira/Swain		
Employee Labor Rate	\$ 184.00	\$ 160.00	\$ 131.00	\$ 131.00	\$ 121.00	\$ 131.00			
PART ONE (1)									
Task 1.0: Project Kick-off, Project Management and Team Coordination	14		14				\$ 5,040.00	\$ 1,648.00	\$ 6,688.00
Task 2.0: Preliminary Programming	14	14	14				\$ 7,400.00	\$ 2,472.00	\$ 10,072.00
Task 3.0: Site Selection/Verification and Master Planning							\$ -	\$ -	\$ -
Task 4.0: Preparation of NEPA Documentation	40	40	240	32	12		\$ 58,844.00	\$ 1,156.00	\$ 60,000.00
Task 4.8 Cultural Resources Assessment	32					42	\$ 11,390.00	\$ 610.00	\$ 12,000.00
Task 5.0: Cumulative Budgetary Cost Estimate							\$ -	\$ -	\$ -
Task 6.0: Public Involvement (NTE)		40	60				\$ 14,260.00	\$ 1,700.00	\$ 15,960.00
SUBTOTAL HOURS (Part One (1))	104	146	332	32	12	42	668		
SUBTOTAL LABOR (Part One (1))	\$19,136.00	\$23,360.00	\$43,492.00	\$4,192.00	\$1,452.00	\$5,502.00	\$ 97,134.00	\$ 7,586.00	\$ 104,720.00
PART TWO (2)									
Task 7.0: Architectural Building Design							\$ -	\$ -	\$ -
Task 8.0: Detailed Cost Estimate							\$ -	\$ -	\$ -
Task 9.0: FTA Grant Application Assistance							\$ -	\$ -	\$ -
Task 10.0: Public Involvement (NTE)							\$ -	\$ -	\$ -
SUBTOTAL HOURS (Part Two (2))	0	0	0	0	0	0	0		
SUBTOTAL LABOR (Part Two (2))	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
							\$ -	\$ -	\$ -
TOTAL HOURS	104	146	332	32	12	42	668		
DIRECT LABOR COST	\$19,136.00	\$23,360.00	\$43,492.00	\$4,192.00	\$1,452.00	\$5,502.00	\$ 97,134.00	\$ 7,586.00	\$ 104,720.00
OPTIONAL SERVICES									
Task 4.9: Additional Cultural Resources Support							\$ 20,000.00	\$ -	\$ 20,000.00

City of DeKalb
New Maintenance & Operations Facility
Urban Places Mobility

Task	Project Personnel (Hrs)					Stanlec Labor Total	Reimbursable Expenses (Travel, Lodging, Meals, Reproduction Prints, etc)	Totals
	Sr. Principal	Title	Title	Title	Title			
	Employee Name	Ralph DeNisco	Name	Name	Name			
Employee Labor Rate	\$ 229.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00			
PART ONE (1)								
Task 1.0: Project Kick-off, Project Management and Team Coordination						\$ -	\$ -	\$ -
Task 2.0: Preliminary Programming						\$ -	\$ -	\$ -
Task 3.0: Site Selection/Verification and Master Planning	61					\$ 13,969.00	\$ 1,500.00	\$ 15,469.00
Task 4.0: Preparation of NEPA Documentation						\$ -	\$ -	\$ -
Task 5.0: Cursory Budgetary Cost Estimate						\$ -	\$ -	\$ -
Task 6.0: Public Involvement (NTE)						\$ -	\$ -	\$ -
SUBTOTAL HOURS (Part One (1))	61	0	0	0	0	61		
SUBTOTAL LABOR (Part One (1))	\$13,969.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ 13,969.00	\$ 1,500.00	\$ 15,469.00
PART TWO (2)								
Task 7.0: Schematic Building Design						\$ -	\$ -	\$ -
Task 8.0: Detailed Cost Estimate						\$ -	\$ -	\$ -
Task 9.0: FTA Grant Application Assistance						\$ -	\$ -	\$ -
Task 10.0: Public Involvement (NTE)						\$ -	\$ -	\$ -
SUBTOTAL HOURS (Part Two (2))	0	0	0	0	0	0		
SUBTOTAL LABOR (Part Two (2))	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -	\$ -	\$ -
TOTAL HOURS	61	0	0	0	0	61		
DIRECT LABOR COST	\$13,969.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ 13,969.00	\$ 1,500.00	\$ 15,469.00

City of DeKalb
New Maintenance & Operations Facility
CIVIL - EIR

Task	Project Personnel (hrs)											EIR Labor Total	Reimbursable Expenses (Travel, Lodging, Meals, Reproduction Prints, etc)	Totals
	Senior Project Manager	Senior Project Manager (Civil)	Project Manager (Civil)	Senior Project Engineer II (Civil)	Senior Project Engineer I (Civil)	Senior Project Manager (Survey)	Project Manager (Survey)	Senior Project Technician (Field)	CAD Manager	Senior Project Technician (CAD)	Admin. Assistant			
Employee Name	Tim Heideman	John Wittehouse	Curt Diefmann	TBD	TBD	Mark Scheller	Chris Peterson	Joshua Seelman	Kate Pung	Jim Schindell	None			
Employee Labor Rate	\$ 203.00	\$ 203.00	\$ 183.00	\$ 172.00	\$ 140.00	\$ 203.00	\$ 183.00	\$ 158.00	\$ 188.00	\$ 143.00	\$ 70.00			
PART ONE (1)														
Task 1.0: Project Kick-off, Project Management and Scope Coordination	4	8	1	1	1	1	1		1	1		\$ 3,640.00	\$ -	\$ 3,640.00
Task 2.0: Preliminary Programming	4											\$ 812.00	\$ -	\$ 812.00
Task 3.0: Site Selection/Verification and Master Planning	4	32	24	48		32	32	48		24	1	\$ 37,844.00	\$ -	\$ 38,044.00
Task 4.0: Preparation of NEPA Documentation												\$ -	\$ -	\$ -
Task 5.0: Currency Budgetary Cost Estimate	4	4	8	14	4						4	\$ 4,748.00	\$ -	\$ 4,748.00
Task 6.0: Public Involvement (RTE)	117											\$ 23,781.00	\$ -	\$ 23,781.00
SUBTOTAL HOURS (Part One (1))	139	42	43	57	5	31	21	40	1	21	5	399		
SUBTOTAL LABOR (Part One (1))	\$26,999.00	\$8,526.00	\$7,869.00	\$9,804.00	\$800.00	\$6,293.00	\$3,843.00	\$6,320.00	\$158.00	\$3,045.00	\$350.00	\$ 74,007.00	\$ -	\$ 74,007.00
PART TWO (2)														
Task 7.0: Schematic Building Design	2	16	16	32					16	24		\$ 8,176.00	\$ -	\$ 8,176.00
Task 8.0: Detailed Cost Estimate	2	4	8	16					24			\$ 8,974.00	\$ -	\$ 8,974.00
Task 9.0: TIA Grant Application Assistance	2	4	8									\$ 1,318.00	\$ -	\$ 1,318.00
Task 10.0: Public Involvement (RTE)	88								16	24	8	\$ 11,332.00	\$ -	\$ 11,332.00
SUBTOTAL HOURS (Part Two (2))	94	64	64	96	0	0	0	0	48	24	8	288		
SUBTOTAL LABOR (Part Two (2))	\$19,062.00	\$12,992.00	\$11,712.00	\$6,192.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,768.00	\$3,480.00	\$50.00			\$ 32,406.00
Direct Civil-Agricultural Drain Title Sub-Consultant												\$ 10,000.00	\$ -	\$ 10,000.00
Direct Civil-Geotechnical Sub-Consultant												\$ 25,000.00	\$ -	\$ 25,000.00
Direct Civil-Wetland Sub-Consultant												\$ 10,000.00	\$ -	\$ 10,000.00
												\$ 45,000.00	\$ -	\$ 45,000.00
TOTAL HOURS	187	106	107	93	5	31	21	40	47	45	5	687		
DIRECT LABOR COST	\$37,961.00	\$21,518.00	\$19,581.00	\$15,996.00	\$800.00	\$6,293.00	\$3,843.00	\$6,320.00	\$7,436.00	\$4,525.00	\$350.00	\$ 126,613.00	\$ 45,000.00	\$ 171,613.00

City of DeKalb
New Maintenance & Operations Facility
MEP & FP - CCJM

Task	Project Personnel (Hrs)				CCJM Labor Total	Reimbursable Expenses (Travel, Lodging, Meals, Reproduction Prints, etc)	Totals
	Principal	Mechanical Engineer	Mechanical Engineer	Plumbing Engineer			
Employee Name	Sunondo Roy	Jin Lee	Wei Qian	Mark Spigarelli			
Employee Labor Rate	\$ 219.00	\$ 171.00	\$ 171.00	\$ 147.00			
PART ONE (1)							
Task 1.0: Project Kick-off, Project Management and Team Coordination	40	8	8	8	\$ 12,672.00	\$ -	\$ 12,672.00
Task 2.0: Preliminary Programming					\$ -	\$ -	\$ -
Task 3.0: Site Selection/Verification and Master Planning	32	64	64	40	\$ 34,776.00	\$ -	\$ 34,776.00
Task 4.0: Preparation of NEPA Documentation					\$ -	\$ -	\$ -
Task 5.0: Cursory Budgetary Cost Estimate					\$ -	\$ -	\$ -
Task 6.0: Public Involvement (NTE)					\$ -	\$ -	\$ -
SUBTOTAL HOURS (Part One (1))	72	72	72	48	264		
SUBTOTAL LABOR (Part One (1))	\$15,768.00	\$12,312.00	\$12,312.00	\$7,056.00	\$ 47,448.00	\$ -	\$ 47,448.00
PART TWO (2)							
Task 7.0: Schematic Building Design	24	112	112	80	\$ 55,320.00	\$ -	\$ 55,320.00
Task 8.0: Detailed Cost Estimate					\$ -	\$ -	\$ -
Task 9.0: FTA Grant Application Assistance					\$ -	\$ -	\$ -
Task 10.0: Public Involvement (NTE)					\$ -	\$ -	\$ -
SUBTOTAL HOURS (Part Two (2))	24	112	112	80	328		
SUBTOTAL LABOR (Part Two (2))	\$5,256.00	\$19,152.00	\$19,152.00	\$11,760.00	\$ 55,320.00	\$ -	\$ 55,320.00
TOTAL HOURS	96	184	184	128	592		
DIRECT LABOR COST	\$21,024.00	\$31,464.00	\$31,464.00	\$18,816.00	\$ 102,768.00	\$ -	\$ 102,768.00

Exhibit C:

Insurance Requirements



1. Insurance.

1.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Stantec Architecture Inc., Stantec Architecture Inc. shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Illinois, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Stantec Architecture Inc. Failure to identify any insurance deficiency shall not relieve Stantec Architecture Inc. from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Stantec Architecture Inc.'s insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Stantec Architecture Inc.. Stantec Architecture Inc. shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Stantec Architecture Inc. shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Stantec

Architecture Inc. shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Stantec Architecture Inc.; Stantec Architecture Inc. shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage, but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Stantec Architecture Inc.'s responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFQ number and title or this Agreement.

Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 04/13 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Stantec Architecture Inc.'s insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Stantec Architecture Inc. under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

1.2 Required Insurance Coverage.

A. Commercial General Liability. Stantec Architecture Inc. shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the

City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Stantec Architecture Inc. shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Stantec Architecture Inc.'s owned, hired, and non-owned vehicles assigned to or used in the performance of Stantec Architecture Inc.'s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if Stantec Architecture Inc. engages in any professional services or work in any way related to performing the work under this Agreement, Stantec Architecture Inc. shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by Stantec Architecture Inc., or anyone employed by Stantec Architecture Inc., or anyone for whose negligent acts, mistakes, errors and omissions Stantec Architecture, Inc. is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers' Compensation Insurance. Stantec Architecture Inc. shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Stantec Architecture Inc.'s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

1.3 Cancellation and Expiration Notice.

Insurance required herein shall not expire or be canceled without 30 days' prior written notice to the City.