CHICAGO TRANSIT AUTHORITY

567 West Lake Street
Chicago, Illinois 60661-1498
TEL 312 664-7200
www.transitchicago.com

February 24, 2025

Subject: **Requisition No. C25FT102850277 – Letters of Interest and Qualifications (LIQ) – Engineering Consultant Services for 9000 Series Rapid Transit Cars**

Dear Proposers:

Chicago Transit Authority is seeking Proposals for the subject requisition. Proposal packages are to be submitted to:

CTA Bid Office E-Procurement Platform
https://transitchicago.bonfirehub.com

Due Date: Friday, April 18, 2025
Proposals must be received no later than 3:30 PM, CT.

Pre-Proposal Meeting (Virtual): Wednesday, March 5, 2025, 10:00 AM, CT.

All individuals must register via the following Zoom link:

https://us02web.zoom.us/meeting/register/1WxJSux0QTWpi5F6M7DnHw

Written questions regarding this requisition will be accepted no later than 3:00 PM, CT, Tuesday, March 13, 2025. All questions must be submitted through Bonfire at https://transitchicago.bonfirehub.com.

Sincerely,

Ellen G. McCormack

Ellen G. McCormack
Vice President, Purchasing & Supply Chain

CHICAGO TRANSIT AUTHORITY

Letters of Interest and Qualifications (LIQ)

for

ENGINEERING CONSULTING SERVICES
9000 Series Rapid Transit Cars

Requisition No. C25FT102850277

Proposals must be submitted VIA Electronic Submission to
CTA Bid Office E-Procurement Platform
https://transitchicago.bonfirehub.com
by the advertised due date and time.

Confidentiality and Non-Disclosure: Firms requiring additional assistance shall only contact Blanca Medina, Lead Procurement Administrator at bmedina@transitchicago.com. Firms, including all team subconsultants, who contact any other CTA personnel either verbally or in writing, concerning this solicitation package, are in violation of the procedures for this procurement and any submitted proposals may be disqualified.

ISSUED BY:
Chicago Transit Authority, Purchasing Department
567 W. Lake Street, Chicago, IL 60661-1498
Ellen G. McCormack, Vice President, Purchasing & Supply Chain
Nora Leerhsen, Acting President
Lester L. Barclay, Chairman

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I. PROJECT BACKGROUND

The Chicago Transit Authority (CTA) intends to solicit proposals from contractors to manufacture and deliver the next generation 9000 Series Rapid Transit Cars ("9000 Series") which will replace CTA's oldest cars and expand the current fleet. The 9000 Series contract will include a base order of approximately 300 cars with options for up to approximately 146 additional cars for an approximate total order of up to 446 cars. The 9000 Series cars are not required to be compatible with CTA's previous series cars.

II. PROJECT DESCRIPTION

The purpose of this LIQ is to obtain a qualified and experienced engineering consulting firm (the "Consultant") to perform Engineering Consulting Services and assist CTA's Rail Engineering Department with design reviews, commissioning, and system support services for the new 9000 Series. The Consultant's services will be requested on an as-needed task order basis.

III. ESTIMATED SERIES 9000 PROCUREMENT & PRODUCTION TIMELINE – PHASE I

Q1 2025 – Q4 2025	Develop Technical Specification and Contract Documents
Q4 2025 – Q3 2026	Advertise. Open meeting and Inspection, Pre-Proposal Meetings
Q3 2026	Proposals Due
Q3 2026 – Q2 2027	9000 Series Procurement
Q2 2027	Board Approval

IV. ESTIMATED SERIES 9000 PROCUREMENT & PRODUCTION TIMELINE – PHASE II

Q2 2027 – Q2 2030	Preliminary Engineering Reviews, Design Reviews/Engineering Conferences, Final Designs & First Article Inspections
Q2 2030 – Q2 2031	Prototype Production and Delivery
Q2 2031 – Q1 2032	Prototype Qualification Testing, Simulated Passenger Service Testing, Prototype in Service Testing
Q1 2033	Post-Delivery Buy America Audit

V. ESTIMATED SERIES 9000 PROCUREMENT & PRODUCTION TIMELINE – PHASE III

Q1 2032 – Q2 2034	Production Delivery
Q2 2034	Post-Delivery Buy America Audit
Q2 2034 – Q4 2035	Options Production (if exercised)
Q4 2035	End Production Delivery*

*The estimated production timeline is based on minimum rate of delivery of 10 cars per month and a total quantity order of 446 cars (300 Base - 146 Options). The maximum rate of delivery is 14 cars per month.

VI. TERM OF SERVICES

The term of the agreement will extend from contract execution until one year after acceptance of the final 9000 Series car.

VII. SCOPE OF SERVICES

The Scope of Services, included as LIQ, Exhibit 1, provides a general overview of the services the Consultant will be expected to provide under the Contract. The tasks will be further defined and issued on a Task Order basis. Consultant is expected to perform all tasks and responsibilities, and provide required deliverables in an acceptable manner, as determined by CTA.

VIII. TASK ORDER PROCESS

CTA will solicit specific services on an as-needed Task Order basis. Task Orders will detail the scope of services for the project, qualifications required from key and support personnel, deliverable requirements, schedule, budget and other project-specific information.

The process entails the following at a basic, high level:

1. CTA issues task order scope of services, specific DBE goal, and request for qualifications to the Consultant.
2. CTA and Consultant confirm the scope of services.
3. Consultant submits a Level of Effort (LOE) proposal consisting of a detailed breakdown of estimated hours for key and non-key personnel in a format provided by CTA.
4. CTA and the Consultant negotiate the LOE.
5. Consultant submits cost and price sheets and documentation required to verify pay rates. Upon CTA approval, Consultant submits final signed cost and price sheets with DBE Schedule C and D forms, as required.
6. CTA issues task order for Consultant acceptance and CTA execution.

Further information regarding the specific requests and processes will be provided in the request for qualifications for the Task Order and provided by CTA Purchasing staff through the Task Order solicitation process.

IX. PROPOSAL FORMAT

Proposal must be submitted through the CTA E-Procurement Platform (Bonfire) at https://transitchicago.bonfirehub.com.

Proposers are advised to adhere to the LIQ submittal requirements. Failure to comply may be cause for rejection of the Proposal.

X. PROPOSAL REQUIREMENTS

The Proposal must contain sufficient detail to enable CTA to evaluate it according to the criteria listed herein. Failure to comply may cause the submission to be rejected. CTA reserves the right to accept or reject any or all proposal submittals or parts thereof.

CTA retains the right to require additional information from any Proposer and to determine the veracity of information provided in the proposal. A Proposal that is found to contain inaccurate or misrepresented information may be dismissed from further consideration. The Proposer's qualifications must be in alignment with the proposed Tier of pursuit.

The Proposal must include the following items:

A. COVER LETTER:

The cover letter must contain a commitment to provide the services with the team proposed in the Key Personnel proposal submission. In addition, the cover letter must include a commitment to meet the DBE and Workforce initiative Goals detailed in LIQ, Appendix C. Proposers must also include a list of its proposed subconsultants, including those required to fulfill the DBE commitment; and acknowledge receipt of all addenda. Finally, the cover letter must include the name and signature of a representative of the Consultant who is authorized to negotiate a contract with the CTA including the office address, telephone number, and e-mail address.

B. QUALIFICATIONS OF THE FIRM

CTA is seeking to obtain the services of an experienced Consultant. The CTA requires that Proposers have demonstrated capability as a prime consultant for similar scope of services. The Consultant will preferably have experience with transit rail projects and have assisted in the design review process and commissioning for rail transit vehicle production and engineering. Additionally, the Consultant will have a minimum of ten (10) years' experience, including experience on a similar project within the past ten (10) years. Proposers must describe its experience for similar scope of services by submitting detailed descriptions for three (3) example projects with final transit rail project contract values not less than $50,000,000. The Consultant should indicate if it has worked together with any of the proposed sub-consultants as a team within the last ten (10) years.

Each project submitted must include the following information:

- Project Name;
- Project Location;
- Company Role (Prime Consultant, Subconsultant, or Other);
- Agency Owner;
- Brief narrative describing the project, including a list the supported subsystems;
- Scope of Services (highlight mitigation of electromagnetic interference);
- Original and final Contract amount;
- Original scheduled completion date and actual completion date;
- Name of the contracting party or agency, address, type of work, and percentage of completion. Each project described should include the number of vehicles, contact names, alternate contact, phone numbers and email addresses.

The narrative shall not exceed two (2) pages for each representative project.

Proposers must submit an organizational chart that describes the proposed management structure and also describes the proposed contractual structure of the Proposer and any sub-consultants.

If the Proposer intends to subcontract 40% or more of the project, document the relevant experience of the sub-consultant(s).

C. KEY PERSONNEL QUALIFICATIONS:

CTA is seeking highly qualified Key Personnel with extensive experience in performing professional engineering services. The Consultant must not substitute any individual designated as Key Personnel without prior approval from the CTA, except with respect to leave required by law, death, incapacity or termination of the labor relationship.

1. Proposers must submit an organizational chart for Key Personnel and a brief functional description of the roles and responsibilities and project tasks to be assigned to each position. Include any other support personnel necessary to complete the described Scope of Services, Exhibit 1.

2. Proposers must provide resumes for each Key Personnel position listed below and a narrative of the experience and qualities that will enhance the management and/or operations of this Contract. Submit resumes no more than two (2) pages in length for each of the Key Personnel. All Key Personnel must be committed to the performance of the contract for the position. Each resume must describe each individual's relevant experience with respect to his or her responsibilities along with the dates related to that experience as follows:

a. Background: Provide name and position title including number of years with the company and number of years performing in the role assigned. Identify and include copies of professional license(s) and certification(s) obtained for each individual where necessary.

b. Experience: List with the most recent experience first, the project name, Contract amount, Contract duration, the position held, the dates in that position, the company name and type (prime, subconsultant, etc.), the project location and type, the client name and type (transit, transportation, aviation, etc.), and the main duties performed for which the nominated person had direct responsibility in that position.

c. References: Provide two (2) references with current phone and email contacts.

3. For each required Key Personnel position, identify three (3) projects completed within the past ten (10) years in which the individual has participated which are closest in scope and magnitude to this requisition. Include the following information for each project:

- Name and brief narrative describing the project
- Individual's role and key responsibilities on the Project
- Initial and final contract amount
- Client name and two (2) references (name, position, address telephone number and e-mail)
- Location of Contractor's office(s) where the work was performed
- Names of firms involved in the Project
- Original duration of project- contract start and end date
- Date completed or projected completion date

No more than one (1) page per project will be accepted.

Key Personnel should include the following:

a. **Project Manager -** The ideal **Project Manager** (PM) will be a licensed professional and have at least fifteen (15) years of experience working on transit vehicle production and engineering projects, including a minimum of ten (10) years on electric propulsion transit projects. The PM must be available on short notice throughout the contract term for meetings and emergency issues.

b. **Vehicle Engineer -** The ideal **Vehicle Engineer** will have fifteen (15) years of experience as a vehicle engineer on transit vehicle production and engineering projects, including a minimum of ten (10) years on electric transit projects.

c. **Specialized Engineers -** The ideal **EMI, Electrical, Mechanical, Quality, Welding, and Structural Engineers:** will have fifteen (15) years of experience on transit vehicle production and engineering projects, including a minimum of ten (10) years on electric transit projects.

d. **Cost Estimator -** The ideal **Cost Estimator** will have at least ten (10) years of experience in cost estimating on transit vehicle production and engineering projects, including a minimum of ten (10) years on electric transit projects.

D. DIVERSITY OUTREACH PLAN

All Proposers must submit the following information in their proposals:

Disadvantaged Business Enterprise (DBE)

1. **DBE Utilization Plan:** Proposer must submit a plan that clearly articulates the methods it will use to reach out to the DBE community and to utilize a diverse pool of DBE firms for subcontracting opportunities throughout the term of this Contract. The plan should include innovative and aggressive strategies, including but not limited to outreach, Mentor/Protégé plan and training and informational events for potential DBEs who are either certified or eligible for certification that may be impacted by or benefit from the Project. Proposer **must** also include a timeline of the proposed outreach efforts provided in their plan.

Past DBE Performance

2. **Past DBE Performance:** Proposer must submit detailed information pertaining to its performance in the area of Disadvantaged Business Enterprise (DBE) compliance on the firm's five (5) most recent contracts in which there was a DBE goal (pursuant to 49 CFR Part 26). Information should include the contract/requisition number, project name, DBE contract goal, actual attainment, percentage breakdown of work subcontracted to DBEs to achieve the actual attainment and evidence of good faith efforts if any. If Proposer does not have the requisite previous performance with respect to DBE compliance, Proposer must submit the information listed above with respect to its Minority Business Enterprise (MBE) or Women Business Enterprise (WBE) compliance on the firm's five most recent contracts with other public agencies, along with agencies' contact information (project manager's name, direct number and email).

Workforce

3. **Workforce Outreach and Training Plan:** Proposer must submit a detailed plan for coordinating workforce development, internship, and training opportunities to attract and train a diverse pool of employees for this Contract. The plan should also describe Proposer's outreach initiatives for recruiting training participants and potential hires for the Contract. Proposer may implement the workforce development and training independently or in coordination with existing workforce development programs. Strong consideration will be given to plans with innovative strategies to reach out to potential trainees and hires in the community(ies) that may be impacted by the Contract.

Minority-Owned Deposit Institutions (MDIs)/Community Banking

4. **Utilization of MDIs/Community Banks:** Proposer commits to deposit a designated percentage of the cumulative amount of payments it receives under the Contract to one or more MFIs or Community Banks. Proposer shall indicate the proposed percentage to be deposited over the course of the Contract as well as the names of the proposed MFI(s) and/or Community Bank(s). In addition, Proposer should include innovative ways in which to partner with MFIs and/or Community Banks. Strong consideration will be given to proposals that utilize MFIs and/or Community Banks located in communities that may be impacted by or benefit from the Contract.

Information about MFIs is available at this link:
http://www.federalreserve.gov/releases/mob/current/default.htm

Information about Community Banks is available at this link:
https://www.fdic.gov/regulations/resources/cbi/data.html.

E. RESPONSIBILITY

Provide a copy of Proposer's financial statements or bank statements for the last three (3) years.

F. ADDITIONAL CERTIFICATIONS AND SUBMISSIONS

The proposal must include the following, Appendix F - Certifications and Submission Forms:

1. Brief History of Company (Prime)
2. Disclosure of Ownership (Prime & Subconsultant)
3. Debarment – Primary Participant (Prime)
4. Debarment – Lower Tier Participant (Subconsultant)
5. Lobbying (Prime & Subconsultant)
6. Drug Free Workplace (Prime)
7. LIQ Non-Disclosure Statement (Prime)
8. LIQ Non-Disclosure Statement (Subconsultant)
9. Freedom of Information Declaration Form (Prime)

10. Affidavit of Minimum Wage Payment (Prime)
11. Affidavit of Prompt Payment (Prime)
12. Table of Exceptions (Prime)
13. Bidder's List - Excel (Prime)

XI. SUBMISSION OF PROPOSALS

Proposal packages are to be delivered through the CTA E-Procurement Platform at https://transitchicago.bonfirehub.com by the date and time proposals are due. Proposals submitted in hard copy will not be accepted.

XII. SELECTION PROCESS

All Proposals will be evaluated by the CTA on the basis of most qualified and responsible. CTA reserves the right to make an award of contract or to choose not to award a contract to any Proposer. The evaluation will be based primarily on the written Proposal. However, CTA may also require oral presentations by Proposers in the competitive range. The CTA also reserves the right to seek clarification of information provided in the submittals or request additional information.

All Proposals will be evaluated by an evaluation committee. CTA will commence negotiations with the highest evaluated Proposer.

If Proposers in the competitive range are required to make oral presentations, failure of a Proposer to report for an oral presentation will be cause for dismissal of the Proposal from further consideration. However, the CTA is not required to hear a presentation from any Proposer and reserves the right to evaluate Proposers and commence contract negotiations based on the initial Proposals submitted without providing any Proposer an opportunity for oral presentations.

CTA reserves the right to interview candidates for specific roles and request replacement of individual staff during negotiation or following award.

The CTA reserves the right to terminate this procurement at any stage if the CTA determines it to be in its best interests. In no event is the CTA liable to Proposers for any costs or damages incurred by Proposers or other interested parties in connection with the procurement process, including but not limited to any costs of preparing the Proposal, responding to requests for clarification or additional information, or attendance at oral presentations.

XIII. EVALUATION CRITERIA

CTA's primary objective in the evaluation process is to select the Consultant best qualified to implement the Scope of Services. In reviewing and evaluating the responses to this LIQ, the CTA will consider the following factors, listed in descending order of importance:

A. Key Personnel Qualifications [Section X, C]
B. Qualifications of the Firm [Section X, B]

DIVERSITY OUTREACH PLAN – Bonus of up to 25%

The CTA will evaluate and score Proposers' Diversity Outreach Plans submitted by firms in the competitive range. The total percentage received under this section will be applied to the total base scores of those firms as a bonus. Adjustments to the proposed plans/commitments may be negotiated between the CTA and Proposer prior to award of Contract, and the final plans/commitments will be incorporated into the Contract. In reviewing and evaluating the responses to this section, the CTA will consider the following factors:

1. DBE Utilization Plan
2. Past DBE Performance
3. Workforce Outreach and Training Plan
4. Utilization of Minority Financial Institutions (MFIs) or Community Banks

XIV. CONFLICT OF INTEREST

Consultants are prohibited from performing any work or services for the CTA which would result in an organizational conflict of interest.

An organizational conflict of interest ("OCI") occurs when, because of other activities or relationships with other Persons, (i) a Person is unable or potentially unable to render impartial assistance or advice to the Authority or the Person's objectivity in performing services to the Authority is or might otherwise be impaired, or (ii) a Person has an unfair competitive advantage. The term "Person" includes companies and other contracting entities. In general, OCIs fall into three categories: (a) a Person has access to non-public information as part of its performance of services to the Authority and that information might provide that Person with a competitive advantage in a future procurement; (b) a Person, as part of its performance of contract responsibilities to the

CTA, has set the ground rules for the performance of a future contract by, for example, writing the statement of work or defining the specifications; and (c) a Person's work under one contract with the CTA could entail evaluating its own work or that of a competitor,

either through an assessment of performance under another contract or through an evaluation of proposals.

Consultants have sole responsibility for compliance with these requirements and, in the event of an OCI, Consultants must provide the CTA with recommendations to avoid, neutralize or mitigate the OCI. The CTA's Purchasing Department in consultation with the CTA's General Counsel shall make the final determination as to whether an OCI exists and whether the Consultant's recommendations to avoid, neutralize or mitigate the OCI are sufficient. Any violation of these requirements will be a material breach of the Contract, which is cause for termination; or may be cause for disqualification during the procurement.

Proposers are requested to submit the following information with their Proposal as a separate document to be labeled **Conflicts Mitigation Information.**

1. Identify the name, title and role of personnel who will be responsible for formulating the proposer's mitigation plan.

2. Submit a preliminary plan detailing Proposer's approach to mitigating current/potential conflict of interest issues for this contract. Proposer will be allowed to amend and update the preliminary plan prior to negotiation.

3. Submit a list of CTA projects in which your firm is currently engaged and define your firm's role.

The Proposer's recommended plan must comply with all Organizational Conflict of Interest rules and regulations including, but not limited to, the requirements set forth in Federal Transit Administration (FTA) Circular 4220.1F (Chapter VI Pages 5 and 6), and the Federal Common Grant Rules. Specifically, FTA requires CTA to "identify and evaluate potential organizational conflicts of interest as early in the acquisition process as possible, and avoid, neutralize, or mitigate potential conflicts before contract award."

The conflict of interest information submitted with the Proposal will not be used by the CTA Evaluation Committee to evaluate the qualifications of the proposed firm and its proposed staff.

At the time of negotiation, the proposer that is recommended for contract award will be required to submit details of any real or apparent conflict of interest issues as they currently or potentially exist. The proposer will also be required to submit an updated recommended plan to avoid, neutralize or mitigate its conflict of interest issue(s), based upon the preliminary plan previously submitted.

XV. CTA PROTEST PROCEDURE

CTA's protest procedures for all RFPs, IFBs and LIQs are available on-line in Chapter 16 of the following document:

CTA_Procurement_Policies_and_Procedures.pdf (transitchicago.com)

Any protest regarding the solicitation, bid evaluation or award must be submitted in accordance with these protest procedures.

EXHIBIT 1

SCOPE OF SERVICES AND DELIVERABLES

EXHIBIT 1- SCOPE OF SERVICES AND DELIVERABLES

The Scope of Services below is a general overview of the services the Consultant will be expected to provide under the Contract. The tasks below will be also be further defined, and issued on a Task Order basis.

A. Specification Development and Bid Support

The Consultant will assist appropriate CTA personnel in developing, editing and revising the Technical Specifications for the 9000 Series Rail Cars. The Consultant will assist the CTA in the pre-bid process of evaluating potential carbuilders, equipment suppliers and sub-suppliers. In addition, the Consultant will also assist CTA with all phases on the bidding process as needed.

B. Buy America Audits

The Consultant will conduct at least three Buy America audits for the 9000 Series Rail Cars. The audits will consist of one pre-award audit, and two post-delivery audits to verify if any changes have occurred that impact the previous Buy America percentages. The post-delivery audits will be conducted at CTA's request after the first 50 cars and near the end of the manufacturing process. Interim audits may be conducted throughout the project, on as needed basis, as directed by CTA.

Each audit will include a walkthrough of the Carbuilder's facility and an inspection of records. The second and third audits will be performed on two specific cars as requested by CTA. These audits will be conducted within two weeks' notice from the Carbuilder that the documentation for the two cars is ready for audit inspection.

The purpose of the audits is to verify that the purchased vehicles comply with the Buy America Rule for Rolling Stock Purchases, 49 CFR Part 663. Each Buy America audit must include the following:

> A complete listing of vehicle components and subcomponents used to calculate the percentage of domestic product content (must be more than 70%) by the Carbuilder; component cost paid by the Carbuilder; country of origin; the actual final assembly location; review of the activities that took place during final assembly; and the actual total cost of the final assembly.

Deliverables:

The Consultant will provide a final Buy America Audit Report for each audit that must meet the Federal Transit Administration's requirements. All audits will include the Purchaser's Requirements Certification signed by the designated Resident Inspector assigned by CTA and the Buy America Compliance Certification signed by the Consultant conducting the audit.

Schedule:

The duration for each audit is four (4) weeks, inclusive of walkthrough and inspection of records at the Carbuilder's facility and delivery of the audit report to CTA.

C. Engineering Cost Estimates

The Consultant shall provide engineering cost estimates and recommendations for Series 9000 changed work as required. The consultant shall also provide cost estimates relating to supplier or sub-supplier claims on as needed basis.

D. Project Plans, Certifications and Reports

The Consultant shall review, revise, and/or prepare various project related plans as directed by CTA. Project specific plans such as the CTA Program Management Plan, Quality Assurance Manual/Plan, Safety Security Management Plan, Safety Certification Plan, Engineering Schedule, Production Schedule and the Reliability Program Plan must be addressed. In conjunction with these plans, the CTA may also direct the consultant to conduct related studies, reports and analysis.

The consultant shall provide support for review of the train level Hazard Analysis, Fire, Smoke and Toxicity Analysis and additional project level analyses as directed by CTA.

The consultant shall provide support of the carbody and truck design and testing including review or attendance of the truck fatigue test, the running safety test and the carbody compression test.

E. Quality Assurance Reviews and Audits

The Consultant shall review the Carbuilder's Quality Assurance milestone submittals and provide feedback in the form of recommendations of approval, rejection, or possible means of improvement.

The Consultant will review and revise the CTA Quality Assurance manuals as needed and upon CTA's request for the Series 9000.

The Consultant will conduct up to three (3) Quality Assurance audits during the course of production, (1) a preliminary audit during prototype construction, (2) at the beginning of the production run, and (3) at an appropriate time during the middle of the production run. The audits shall occur at the Carbuilder's facility.

Deliverables:

Reports and/or audits related to the items on which the Consultant has been involved, delivered within ten (10) days (by e-mail) of each review documented.

F. Design Review

The Consultant will assist CTA during design review as requested by CTA. The Consultant will be expected to assemble a team for each design review meeting to cover the areas of expert assistance deemed necessary by CTA. The contractor must have the ability to support all the various subsystems on the train including but not limited to, trucks, ATC/ATO systems, propulsion, braking, hydraulic suspensions and train networking including cybersecurity.

It is expected that a design review meeting will occur, at a minimum, on a monthly basis during Phase I of the project. Design reviews may be at the Carbuilder's facility, at CTA offices, or at any of the Carbuilder's subcontractors' facilities. In addition, there are seven (7) mockups required by the Series 9000 Technical Specifications which may require review by the Consultant at the Carbuilder's or subcontractor' facility.

It is anticipated that there will be multiple design reviews on key elements, systems or subsystems of the vehicles. For the duration of the design review process, the Consultant will function as a technical extension of the CTA staff. The Consultant will review documentation and provide feedback in the form of recommendations of approval, rejection, or possible means of design improvement.

Deliverables:

Reports related to the items on which the Consultant has been involved, delivered within ten (10) days (by e-mail) of the review they document.

G. First Article Inspections

The Consultant will assist the CTA with the First Article Inspections ("FAI") of subsystems and components as directed by CTA. There are nine (9) FAIs required by the Series 9000 Technical Specifications; however, more may be required and scheduled as needed. The Consultant will attend all FAI's and perform reviews to determine that the Carbuilder and its subcontractors are using quality materials manufactured by appropriately qualified personnel to a high degree of workmanship and to ensure compliance with the Series 9000 Technical Specifications. All FAIs will occur at the Carbuilder's manufacturing facility and/or its subcontractor's facilities.

Deliverables:

FAI reports related to the items on which the Consultant has been involved, delivered within 10 days (by e-mail) of the inspection which they document, contingent on provision of the inspection report from the manufacturer.

H. Electromagnetic Compatibility (EMC) Support

The goal of this task is to ensure and document complete Electromagnetic Compatibility ("EMC") between the new AC propulsion cars and all existing and proposed CTA, public and private systems. Testing to ensure compliance will be the responsibility of the Carbuilder. The Consultant will act as a technical extension of CTA staff and will use its expertise to monitor the Carbuilder's EMI/EMC compliance activities.

The Consultant will review the documentation submitted by the Carbuilder, review test plans, reports, etc. and provide feedback in the form of recommendations of approval, rejection, or possible means of design improvement. The Consultant will attend various lab and field tests related to EMI/EMC. The Consultant will need to confirm EMI/EMC compliance and compatibility as necessary.

I. Production

The Carbuilder's location of manufacturing and final assembly has yet to be defined but the Consultant may need to provide oversight at several locations, as directed by CTA. Following the FAI program, the focus of CTA's oversight during the manufacturing and production process will become the in-plant inspection program. It is understood that the CTA will have its own personnel to lead this effort with the Consultant providing engineering support, quality audits, and weld audits at the Carbuilder's manufacturing facility upon request and up to 100% of the time.

Other assistance in the conduct of supplemental quality and engineering activities or focused efforts will be requested as required.

Deliverables:

Inspection reports related to the items on which the Consultant has been involved, delivered within ten (10) days (by e-mail) of the inspection it documents.

K. Commissioning

The Carbuilder's location of manufacturing and final assembly has yet to be defined but the Consultant may need to provide support at several locations. CTA and the Consultant (as needed) will conduct the in-plant (at the Carbuilder's facility) and on-site (at CTA) testing of the prototype cars. Based on current projections, this is not expected to begin before 36 months following award of the Series 9000 Contract. The level of effort during the test program will vary based upon CTA's need for specific technical expertise in the areas under test.

The Consultant's involvement is anticipated to be minimal once the production cars begin to pass through the delivery and acceptance cycle.

Deliverables:

Commissioning reports related to the items on which the Consultant has been involved, delivered within ten (10) days (by e-mail) of the commissioning activity they document, contingent on provision of the commissioning report from the Carbuilder.

L. Additional Support

On an as-needed basis, the Consultant will provide support (technical, planning, administrative) to CTA on various rail vehicle overhaul related projects and researching/recommending possible improvements to CTA's existing maintenance practices and equipment.

APPENDIX A

MODEL AGREEMENT

PROFESSIONAL SERVICES CONTRACT

between the

CHICAGO TRANSIT AUTHORITY

And

[CONSULTANT]

for

Engineering Consulting Services
Series 9000 Rapid Transit Cars
(TASK ORDER BASED)

CONTRACT NO. *[NUMBER]*

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PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is made and entered into as of the ___ day of _____, _____ by and between Chicago Transit Authority, a political sub-division, body politic and separate municipal corporation having its principal place of business at 567 West Lake Street, Chicago, Illinois 60661-1498 (hereinafter referred to as "CTA"), and _____, a professional engineering and architectural consultant or firm authorized and licensed to do business in the State of Illinois (hereinafter referred to as the "Consultant").

RECITALS

WHEREAS, CTA requires certain professional services as hereinafter defined; and

WHEREAS, Consultant is ready, willing and able to perform such professional engineering services in accordance with the terms and conditions as hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties as follows:

ARTICLE 1. INCORPORATION OF RECITALS

The above recitals are expressly incorporated in and made a part of this Contract.

ARTICLE 2. DEFINITIONS

Unless otherwise expressly stated herein, the following words, terms and phrases will have those meanings set forth below:

Amendment. A written order to Consultant issued by the CTA in accordance with the Contract. A fully executed Amendment may require approval by CTA's Board, and must have the signatures of all required parties. An Amendment may affect a single Task Order or the entire Contract.

Changed Services. A change (either an increase or decrease) in the quality, quantity, or programmatic requirements of the Scope of Services specified in the Contract as determined by CTA. Changed Services do not include those items that are reasonably inferable from the Contract as being necessary for the proper, timely, and orderly completion of the specified Services and Deliverables as set forth in the Scope of Services and other requirements of the Contract.

Chief Infrastructure Officer. CTA's Chief Infrastructure Officer or authorized representative; the authorized representative with respect to any particular Task Order will generally be the applicable General Manager, Construction or Vice President, Capital Construction, and with respect to the Contract generally, the Vice President, Capital Construction.

Contract. The several writings that comprise the Contract, including these enumerated Articles of this Professional Services Contract, any Task Orders issued to Consultant under this Contract, all Exhibits that are incorporated by reference, and any Amendments, and other documents, if any, made a part of the Contract by mutual written agreement of the parties. May also be referred to as the "Agreement".

CTA. Chicago Transit Authority, an Illinois municipal corporation. May also be referred to as the "Authority".

Consultant. The individual, partnership, firm, corporation, joint venture, or other entity identified in the Contract.

Day, day, Days or days. Calendar day or days, unless otherwise specified as business day or working days. A day contains 24 hours, begins at midnight, and includes every day shown on the calendar including all days Monday through Friday, and all Saturdays, Sundays, and all Holidays on which CTA's central offices are closed. If "business day" or "working day" is used, it means days on which the CTA's 567 W. Lake Street location is open for business.

Deliverables. All items required to be delivered by Consultant to CTA in connection with the Scope of Services of the Contract, including work product, materials, documents, submittals, drawings, magnetic media and reports, and all underlying information, data research, and statistics as either expressly noted in the Contract or as may be required from time to time by CTA.

FAR. Federal Acquisition Regulations, 48 CFR Chapter 1.

Director, Purchasing. CTA's Director, Purchasing, or authorized representative.

LIQ. The Letters of Interest and Qualifications to which Consultant responded with respect to this Contract.

Key Personnel. Those individuals proposed by Consultant for a role identified as "key personnel" in either the LIQ or a Task Order.

Notice. A written communication between CTA and Consultant, either of which may be the originator, that provides information or gives direction related to the Contract.

Notice-to-Proceed. If provided, a written authorization issued by the CTA to Consultant authorizing Consultant to begin providing the Scope of Services identified therein on a certain date; this could in some instances also include a Directive Order issued prior to execution of a Task Order, which constitutes a Notice-to-Proceed to the extent described therein.

Permit. Any consent, permit, clearance, authorization, approval, notification, ruling, exemptions, variance, registration, filing, decision, order, license, franchise or qualification required or advisable to be issued by or made with any governmental or regulatory agency or

department in connection with the Scope of Services.

Project. The Project identified in a Task Order issued to Consultant under this Contract.

Project Site. Property owned or controlled by CTA which is the subject of the Project, if any.

Project Website. A project-dedicated electronic platform on the internet, provided and administered by CTA, that utilizes CTA's web-based project management system for facilitating communications, collaboration and the exchange of data among project participants. The address of the site will be provided to Consultant.

Regulation. Any law, ordinance, statute, or lawful order issued by authorities having jurisdiction.

Schedule. The schedule submitted to and approved by CTA for the completion of those tasks necessary to complete the Scope of Services.

Services. The professional services to be provided under the Contract by Consultant for which special qualification, training, licensing, or certification may be a prerequisite.

Scope of Services. Services and Deliverables required to be performed and provided by Consultant as described generally in this Contract and as provided in each Task Order issued to Consultant.

Subconsultant. An individual, firm, partnership, corporation, or business entity other than an employee of Consultant that contracts with Consultant, directly or indirectly, to furnish the Scope of Services under this Contract. The word "Subconsultant" is referred to as if singular in number and means each Subconsultant and any authorized representative of each Subconsultant.

Subcontract. A contract between Consultant and a Subconsultant, or between Subconsultants of any tier.

Task Order. ("TO") The Services related to a Project to be performed by Consultant. Each Task Order will normally cover a specific task, a single product or study. The scope and budget of each Task Order will be determined by CTA.

True-Up. An adjustment of overhead and burden rates pursuant to Section 5.1.

ARTICLE 3. DUTIES AND OBLIGATIONS OF THE CONSULTANT

3.1 The Project.

The description of the Project contained herein is intended to be general in nature and should not be construed to be a complete description of the Project or a limitation on the Services to be provided hereunder. Each Project will be more fully described in each Task

Order.

CTA, acting through its officials, employees and other agents, will retain final authority with regard to all Project-related decisions.

3.2 Standard of Performance.

Consultant must perform all Services required of it under the terms and conditions of this Contract with that degree of skill, care, and diligence normally exercised by professionals performing these types of services in projects of a scope and magnitude comparable to the Project, in order to assure timely and satisfactory completion of its Services. Consultant must at all times act in the best interest of CTA, consistent with the professional obligations assumed by it in entering into this Contract.

Consultant must ensure that all Scope of Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subconsultants or others on its behalf.

Consultant must perform all Services under this Contract in accordance with the terms and conditions of this Contract as reasonably determined by CTA. If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, any and all of the Scope of Services which is required to be re-performed as a direct or indirect result of such failure. Any review, approval, acceptance, or payment for any and all of the Services by CTA, does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision will in no way be considered as limiting the rights of CTA against Consultant either under this Contract, in law or in equity.

3.3 Scope of Services.

CTA hereby retains Consultant to perform the Scope of Services as described generally herein and as set forth in each Task Order issued to Consultant pursuant to this Contract. Task Orders will be procured as described in the LIQ Document attached as Exhibit 4; nothing in this Agreement guarantees that CTA will issue, or that Consultant will accept, any Task Orders. Consultant will perform all tasks and responsibilities and prepare all Deliverables in a satisfactory form and manner, as reasonably determined by CTA, consistent with the standard of care in Section 3.2.

When the Scope of Services requires Consultant to prepare Deliverables, Consultant understands that the CTA must review and approve (or, where applicable, receive for record) such Deliverables prior to acceptance thereof. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by CTA. In no event will partial or incomplete Deliverables be considered as satisfying the specific submittal requirements as set forth herein. The delivery of partial or incomplete Deliverables will in no way relieve

Consultant of its schedule or cost commitments hereunder.

Where the Scope of Services includes providing oversight of other consultants or contractors engaged by CTA, all such oversight must be in accordance with CTA's then-current procedures.

CTA may require Consultant personnel Consultant personnel participate in and pass training in order to perform the Scope of Services in accordance with CTA's then-current procedures, such as for safety, quality systems, or other requirements. Training requirements may include periodic refreshers. Any such training requirements will be communicated to Consultant.

3.4 Meetings.

Consultant must meet with the CTA's representatives on a regular basis throughout the duration of each Task Order, to inform CTA's Chief Infrastructure Officer of the status of performance of the Scope of Services, including without limitation, resolved and unresolved issues, schedules, costs, recommendations and any other appropriate items.

Consultant must further attend such meetings with representatives of CTA and other interested parties as may be required in connection with the Services. As requested by CTA, Consultant will be responsible for the preparation of minutes. Copies of such minutes must be distributed by Consultant to interested parties in accordance with directions of CTA's Chief Infrastructure Officer or his designated representative.

3.5 Progress Reports.

As requested by CTA, Consultant must submit a written status report to CTA summarizing the status of Consultant's performance of the Scope of Services, the Schedule, the status of the budget, any problems encountered and proposed solutions, and outlining all other appropriate issues.

ARTICLE 4. TERM AND SCHEDULE

4.1 Term of Services.

The term of services ("Term") for this Contract is [__] years from execution for the CTA to issue new Task Order solicitations. Any executed Task Orders will be performed to completion except as otherwise described in the Task Order or as determined by CTA.

4.2 Mobilization.

For each Task Order issued to Consultant, Consultant must commence its Services immediately upon receipt of a written Notice-to-Proceed from CTA.

4.3 Schedule.

Consultant must develop a detailed Schedule for all of the Services Consultant must perform under each Task Order issued to Consultant. The Schedule must be acceptable to CTA. By accepting the Schedule, CTA is not assuming any of Consultant's responsibility for the timely and orderly completion of the Services or the coordination of the performance of Consultant's Services with that of other contractors or consultants.

4.4 Time is of the Essence.

Time is of the essence for this Contract. Consultant must diligently provide the Scope of Services in conformity with the provisions and time requirements set forth herein and the applicable Task Order, as expeditiously as is consistent with its standard of care in Section 3.2.

ARTICLE 5. PAYMENT & COMPENSATION

5.1 Consultant's Compensation.

Consultant will be entitled to receive for satisfactory performance of the Scope of Services the compensation set forth below:

a) Cost Plus Fixed Fee

Costs will be determined on the basis of direct labor costs, overhead and burden, plus reimbursable third party expenses, if any, as specified in each Task Order. The fixed fee, if any, for the Services is set forth in the Task Order. The fixed fee dollar amount will not be adjusted through the any overhead adjustments under Section 5.1(c).

CTA will pay Consultant for the services performed under the Agreement as negotiated and specified in each Task Order, as the case may be. Each Task Order will specify an amount that cannot be exceeded for any price, fee, costs, or other amounts incurred or accrued during performance of the Services by Consultant.

b) Labor Costs

Consultant will be paid only actual labor rates for services provided pursuant to a Task Order at the salary rates approved by CTA and attached to such Task Order. Labor rates submitted on this Contract are expected to be consistent with labor rates submitted on all other CTA contracts with respect to the same individuals performing in the same roles. Any changes to the salary rate ranges must be approved in writing by the Director, Purchasing and the Chief Infrastructure Officer before becoming applicable. Adjustments to salary rates are allowed no more than once per calendar year; adjustments may not be made in the calendar year in which the Task Order was issued, or, for any Task Order issued after September 1, the following calendar year. Each applicable salary increase is capped at three percent. Any amounts paid in excess of the CTA approved salary rate or hours will be the sole responsibility of Consultant and will not be passed

onto CTA in any manner, including its overhead rate.

Consultant will complete the Services in each Task Order, as described and in accordance with the manpower and budget estimate agreed to in each Task Order. Any changes to this manpower and budget estimate must be approved in writing by the Director, Purchasing and the Chief Infrastructure Officer.

c) Overhead and Burden Rates

i) Provisional Rates

The following rates will be in effect as provisional rates:

Firm	Provisional Rate	Fiscal Year End

These provisional rates will apply for all billing purposes during the entirety of the Term, other than any payments made during a True-Up under Section 5.1(c)(iii).

ii) Audited Rates

Consultant must submit audited rates, on its behalf and on behalf of any Subconsultants, to the Director, Purchasing within six months of the end of each firm's fiscal year. Audits must be performed by performed by certified independent accountants arranged and paid for by the firm being audited. If Consultant or any Subconsultant has a FAR indirect cost rate established by a cognizant Federal or State government agency applicable to the Work for the applicable fiscal year, Consultant must submit such cognizant rate. Consultant represents and warrants that upon each such submission of audited rates, on its behalf and on behalf of each Subconsultant:

1. unless submitted as a cognizant rate, there is no applicable FAR indirect cost rate established by a cognizant Federal or State government agency applicable to the Work for the fiscal period being submitted;
2. such rates are prepared in accordance with FAR Part 31, and includes only such costs as are allowable in accordance with the cost principles of FAR Part 31;
3. all known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed in the preparation of such audited rates;
4. all costs included in such rate are properly allocable to government contracts on the basis of a beneficial or causal relationship between the expenses incurred and the contracts to which they are allocated in accordance with applicable regulations; and
5. any costs included in such indirect costs are not claimed as direct costs,

and Consultant or Subconsultant is not otherwise being compensated for such indirect costs under this contract, and similar types of costs have been accounted for consistently.

CTA, in its sole discretion, reserves the right to waive the requirement for a FAR-compliant audit for a specific year, where CTA has determined that there is good cause. Good cause is intended to cover a financial or other hardship that would befall a Subconsultant, if the FAR compliant audit were required. This applies only to Subconsultants and must be requested in writing by Consultant to the Director, Purchasing within three (3) months of the end of the applicable Subconsultant's fiscal year. Consultant must notify its Subconsultants of the availability of this waiver. If CTA grants a waiver to a Subconsultant of the FAR compliant audit requirement, the Subconsultant will be required to submit financial statements and a calculation of its overhead rate which have been audited or certified by an officer of the company. This rate must be in compliance with FAR Part 31 cost principles (e.g. eligible and ineligible indirect costs). CTA will perform a review of this rate and reserves the right to perform an audit to ensure compliance with FAR Part 31 cost principles. The exception described in this paragraph only applies to the requirement to supply a FAR compliant audit of the overhead rate for Subconsultants that receive a waiver. All other terms regarding overhead rates remain in force.

Overhead and burden rates are assumed to be the firm's field office rate, unless otherwise agreed to in writing by the Director, Purchasing. The CTA in its sole discretion may approve the use of a home office overhead and burden rate, where it is determined that it is in the CTA's best interest to have work performed at the firm's home office. All terms regarding overhead rate audits remain in force for home office overhead and burden rates.

The CTA reserves the right to withhold overhead and burden payments, or withhold payment of the fixed fee, from any firm which fails to provide the CTA with an acceptable audited rate or other documentation required by the CTA by the date it is required, until such time as an acceptable audit or other required documentation is received and approved, in writing, by the CTA.

iii) <u>True-Up</u>

The provisional overhead and burden rates will be used for billing purposes throughout the entire Term. However, as audited rates are submitted from time to time, the variation between provisional rates and audited rates will require a calculation, and may require a payment from CTA to Consultant, or Consultant to CTA, to reconcile these variations (a "True-Up").

Consultant will perform a True-Up:

1. from time to time, as determined by CTA by notice to Consultant, within

30 days of such notice, for the period described in the notice;

2. for the full Term within 180 days of the end of the Term and CTA's receipt of all applicable audited rates and supporting documentation from Consultant and any Subconsultants; and
3. within 30 days of the bankruptcy or insolvency, voluntary or involuntary, or the winding up, or temporary or permanent suspension of the business, of any firm, with respect to such firm only.

To perform a True-Up, Consultant will prepare a reconciliation spreadsheet, in the format provided by CTA, reconciling provisional rates with the applicable audited rates for Consultant, and all Subconsultants which have an accepted overhead rate at the time of such True-Up, for the applicable periods for the review of CTA, in addition to any supporting documentation as required by CTA. CTA may also perform its own reconciliation. The final True-Up reconciliation will be subject to the approval of the Director, Purchasing, and any disputes shall be subject to Article 11.

True-Ups will not affect the manpower and budget estimates or any provisional rates, except as deemed necessary by the Director, Purchasing. The current provisional rate will continue to be used for future invoices notwithstanding any difference in the most current audited rate, except to the extent the Director, Purchasing deems it necessary to adjust the provisional rates; the sole mechanism to reconcile these differences (except the foregoing adjustment) will be the payments described in this Section 5.1(c)(iii).

After each True-Up, the contract value will be adjusted in accordance with the approved overhead and burden rate. Any amount payable by CTA as a result of such adjustment may be included on Consultant's next invoice; any amount payable by Consultant to CTA must be paid within 30 days of CTA approval of the True-Up, or, in the sole discretion of CTA, provided as a credit on the next invoice.

CTA reserves the right to withhold amounts payable on any invoice to ensure sufficient funds remain to cover the amount of a True-Up payment that may become due from Consultant to CTA, in the discretion of, and as estimated by, the Director, Purchasing.

iv) <u>Final True-Up</u>

At any time on or after the date that is one (1) year after the end of the Term, if Consultant has not submitted all applicable audited rates and supporting documentation from Consultant and any Subconsultants and performed the final True-Up as required by Section 5.1(c)(iii), CTA reserves the right to perform its own final True-Up; where any year does not have an approved audited rate submitted, CTA may apply whatever rate it deems reasonable under the circumstances, including a zero rate, as determined by the Director,

Purchasing. Such final True-Up determination will be final and binding unless appealed within 30 days pursuant to Article 11.

d) Reimbursable Expenses. Reasonable, documented third party expenses may be reimbursable, without any markup or administrative fee, solely to the extent provided in the Task Order, as approved in advance by the Chief Infrastructure Officer, subject to any maximum amount set forth in the Task Order, and in accordance with all FTA, CTA and legal requirements. If travel expenses are allowed as additional compensation, only those actual travel expenses approved by CTA will be eligible for reimbursement. In no event will such reimbursement of actual approved travel expenses exceed the amounts set forth in or permitted by the United States General Services Administration (GSA) rates in effect for Chicago at the time Consultant incurs such expense.

5.2 Invoices.

Consultant must submit appropriate, itemized invoices to CTA on forms or Project Website processes furnished or approved by CTA. Invoices must include a reference to this Contract name, the number assigned thereto by CTA, and the Task Order number assigned to the applicable Task Order, and must be forwarded to CTA at the notice addresses specified in Article 9, Notices.

5.3 Payment.

Unless specified otherwise in the Task Order, payment will be made net 30 days after approval of submitted invoice. Payment will be made on the basis of invoices and supporting documentation, approved by CTA. CTA will not be obligated to pay for any Services or Deliverables that do not comply with the terms and conditions of the Contract.

5.4 Criteria for Payment.

a) Progress Payments. Upon receipt of an invoice from Consultant, CTA will pay Consultant the applicable fee for the Scope of Services deemed satisfactorily performed in accordance with the Contract. A progress payment, or partial or entire use of the Scope of Services by CTA, will not constitute acceptance of the Scope of Services.

b) Final Payment. Final payment will be made by CTA after the entire Scope of Services has been accepted and the final True-Up has occurred. The acceptance of final payment by Consultant will operate as, and will be, a release to CTA, its employees, and agents from all claims or liability under this Contract, for anything done or furnished or relating to the Scope of Services under this Contract, or for any act or neglect of CTA relating to or connected with this Contract, except for any claims for contribution for CTA's percentage share of liability attributable to any third party claim. Final payment will not, however, relieve Consultant and its Subconsultants from compliance with the requirements of this Contract.

5.5 Disputed Invoices or Charges.

In the event of a dispute between Consultant and CTA as to whether any particular invoice or charge will be paid, or as to whether the amount of such charge is reasonable, allocable, or allowable, CTA and Consultant must, jointly or individually, refer such dispute to the Director, Purchasing for resolution in accordance with Article 11, Disputes. CTA will not withhold payment for undisputed sums on such invoice while a dispute is being resolved.

5.6 Overpayment.

If, at any point, CTA determines Consultant has been overpaid, the Director, Purchasing will provide written notice to Consultant of the overpayment. Consultant must remit the amount of overpayment to CTA within 30 days of said notification or provide written notification to CTA's Director, Purchasing of its disagreement. Any disagreement will be resolved pursuant to Article 11, Disputes. CTA may withhold payment on subsequent Consultant invoices in the amount of the disputed overpayment until the dispute has been resolved.

5.7 Taxes.

Federal Excise Tax does not apply to materials purchased for CTA by virtue of Exemption Certificate No. 36-73-0234K. Illinois Retailers Occupation Tax, Use Tax, and Municipal Retailers' Occupational Tax do not apply to materials or services purchased by CTA by virtue of Chapter 70 Illinois Compiled Statutes Section 3605, 33 as amended. These taxes must not be included in any of the prices quoted in Consultant's Proposal or included in any invoices or supporting documentation. CTA's Illinois Tax Exemption Identification number is E9978-2987-07.

5.8 Prompt Payment.

a) Consultant is required to pay all Subconsultants, for all Services or Deliverables that the Subconsultant has satisfactorily completed, no later than 14 days after Consultant has received payment from CTA. All Consultant's contracts with its Subconsultants must state that the Subconsultant will receive payment within 14 days of the date that Consultant has received payment from the CTA.

b) A delay in or postponement of payment to the Subconsultant by Consultant requires good cause and prior written approval of the Director, Purchasing.

c) Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.

d) CTA will not pay Consultant for Services performed or Deliverables submitted unless and until Consultant certifies that the Subconsultants have been promptly paid for the Services they have performed under all previous payment requests, as evidenced by the filing with the CTA of lien waivers, canceled checks, and Consultant's sworn statement that it has complied with the prompt payment requirements.

e) Failure to comply with prompt payment requirements is a breach of Contract, which may lead to any remedies permitted under law, including, but not limited to Consultant debarment.

5.9 Non-appropriation of Funds.

If no funds or insufficient funds are appropriated and budgeted by CTA for payments to be made under this Contract, then CTA will notify Consultant in writing of that occurrence and this Contract shall terminate on the earlier of the date specified in the notice or whenever the funds appropriated for payment under this Contract are exhausted. No payments will be made to Consultant under this Contract beyond those amounts appropriated and budgeted by CTA to fund payments under this Contract. CTA will not pay for lost or anticipated profits resulting from termination pursuant to this Section.

5.10 Setoff.

The CTA has the right of setoff of any claim of CTA against any payments due or to become due to Consultant or any other contract or obligation of Consultant or any affiliate thereof with CTA.

ARTICLE 6. PERSONNEL

6.1 Personnel.

a) Consultant must, immediately upon execution of this Contract, assign and maintain a staff of competent personnel which is fully equipped, available as needed, and qualified to perform the Services required by the Contract and from time to time under each Task Order.

b) CTA reserves the right to identify any individual proposed in Consultant's LIQ (whether or not Key Personnel) for a response for any Task Order, and Consultant will use commercially reasonable efforts to include such individual in its proposed team for the Task Order. Consultant must follow its Key Personnel Transition Plan, if any has been submitted.

c) CTA reserves the right to direct Consultant to remove any personnel from the Services provided under this Contract for any reason therefore given in writing, and to review and approve any replacements.

d) In the event of a vacancy of a Key Personnel for any reason, Consultant must (i) follow its Key Personnel Contingency Plan, if any has been submitted, (ii) submit alternative candidates for CTA consideration by any timeframe provided in the Key Personnel Contingency Plan and in all events within 30 days, (iii) ensure that it can continue to deliver the Scope of Services.

e) Consultant must not substitute any Key Personnel without prior approval from CTA,

except with respect to leave required by law, death, incapacity or termination of the labor relationship.

f) Any request to fill a Key Personnel position must include: (i) a reference to the original position description and evaluation criteria to confirm that the proposed replacement staff member is qualified to serve in the position, (ii) if the role will not be full time, a description of the candidate's other projects and responsibilities and narrative that they have sufficient availability for the required role, and (c) with respect to a transition from any other role the candidate is performing for CTA, a transition plan to ensure a seamless transition (or an update to any previously submitted Key Personnel Transition Plan).

g) CTA will review and determine if the candidate is qualified for the position prior to taking any action. CTA reserves the right to interview candidates proposed for any role in advance of commencement of such candidate's services.

6.2 Consultant's Representative.

Consultant must appoint and designate in writing to CTA the employee(s) or representative(s) who will have decision making authority on behalf of Consultant sufficient to address and facilitate the Services, to be available at all times on matters pertinent to the Scope of Services and by whose agreement and signature Consultant can and will be bound. Consultant must notify CTA in writing of a change in the designation of such person.

6.3 Minimum Wage.

Consultant and its Subconsultants must comply with Transit Board Ordinance No. 014-124 ("Minimum Wage Policy"), to provide for a fair and adequate minimum wage to be paid to certain employees of certain CTA consultants and subconsultants, as described below. The minimum wage that must be paid pursuant to the Minimum Wage Policy is set forth in the CTA Minimum Wage Regulations, available at: http://www.transitchicago.com/business/procurement_information/regulation_and_policies.aspx ("Minimum Wage").

The Minimum Wage must be paid to:

1. all Consultant and Subconsultant employees performing work or services on property owned or controlled by the CTA or at any other location specified by the CTA in the Contract as the location for performance of the work or services;
2. those Consultant and Subconsultant employees who are directly performing work or services for which the CTA pays Consultant an hourly rate or a per piece work rate for work; and
3. those Consultant and Subconsultant employees who fulfill the CTA's requirement for Consultant to provide specified work hours or a specified number of workers;

provided; the Minimum Wage requirement does not apply:

a) to valid IRS Code Section 501(c)(3) not-for-profit organizations;
b) with respect to any employee:
    1. whose work or services are performed in general support of Consultant's or Subconsultant's operations,
    2. do not directly relate to the work or services provided to the CTA under the Contract,
    3. are either not included in the Contract Price or are included in the Contract Price as overhead, and
    4. that employee's regularly assigned work location does not fall within category #1 above;
c) to categories of employees subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 *et seq*., as amended; but does apply to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law; and
d) to employees subject to a collective bargaining agreement that provides for different wages than those required by the Minimum Wage Policy, provided that collective bargaining agreement was either in force prior to November 15, 2014 or, if negotiated after November 15, 2014, clearly and specifically waives the requirements of the Minimum Wage Policy.

Consultant and its Subconsultants must cooperate in any investigation by the CTA regarding compliance with the Minimum Wage Policy. Failure of Consultant or any of its Subconsultants to comply with the Minimum Wage Policy or to cooperate in such an investigation is grounds for the CTA declaring Consultant in default of this Contract and exercising such remedies as the CTA deems appropriate.

Consultant must include this provision in all Subcontracts and cause its Subconsultants to comply with its requirements.

If this Contract includes any provisions (including, but not limited to, Davis-Bacon Act or Illinois Prevailing Wage Act) requiring payment of higher wages than required by the Minimum Wage Policy, then Consultant and its Subconsultants shall pay the higher wages required by such provisions.

ARTICLE 7. SPECIAL CONDITIONS

7.1 Disadvantaged Business Enterprise Commitment.

Consultant will comply with all requirements set forth in Exhibit 2 (DBE Special Conditions).

7.2 Insurance.

Consultant will take out and maintain, during the entire Term of this Contract, insurance that meets with the requirements, if any, set forth in the attached Exhibit 3 and shall comply

with all procedures set forth therein. Consultant must submit to CTA proof of insurances meeting the standards set forth in Exhibit 3 (Insurance Requirements).

7.3 Other Special Conditions.

Consultant will comply with all other Special Conditions, if any, set forth in the Exhibits to this Contract, as may be amended from time to time and provided to Consultant.

ARTICLE 8. INDEMNITY AND LIABILITY

8.1 Indemnity.

Consultant shall indemnify, defend, and hold harmless to the maximum extent permitted by law CTA, its agents, Board members, officials and employees (the "Indemnified Parties") against all injuries, death, losses, damages, claims, suits, liabilities, judgments, costs, fines, penalties and expenses (collectively referred to as the "Loss" or "Losses") that may in any manner accrue against the Indemnified Parties as a consequence of the award or performance of this Contract. This indemnity applies: (i) whether any loss for which CTA seeks indemnity is caused or contributed to by the sole or partial negligent act or omission of Consultant or their respective agents or employees; and (ii) whether any of the losses that CTA seeks indemnity for are caused or contributed to by the sole or partial negligence or omission of Subconsultants or their employees. Consultant must, at its own expense, appear, defend, and pay all reasonable charges of attorneys and all other costs and expenses arising in connection with this indemnity. CTA will have the right, at its sole option, to participate in the defense of any such Loss, without relieving Consultant of its obligations hereunder.

If indemnity pursuant to this subparagraph is not permitted by the applicable law, then, to the maximum extent permitted by law, Consultant must make full contribution to CTA for its percentage share of any liability that is attributable to Consultant's acts or omissions.

If any judgment is rendered against an Indemnified Party, Consultant must satisfy and discharge the judgment at its own expense. Consultant expressly waives any legal limitations on its liability to the Indemnified Parties for contribution, including but not limited to limitations related to the payment of workers compensation benefits. Consultant expressly understands and agrees that any bond or insurance protection required by this Contract, or otherwise provided by Consultant, will in no way limit Consultant's responsibility to indemnify and defend the Indemnified Parties against Losses pursuant to this Section.

Consultant must promptly provide, or cause to be provided, to CTA copies of such notices as Consultant may receive of any Loss for which an Indemnified Party is entitled to indemnification hereunder.

Consultant's indemnification obligations will survive the expiration or termination of this Contract.

8.2 Joint and Several Liability.

In the event that Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Consultant shall be the joint and several obligation or undertaking of each such individual or other legal entity.

8.3 Waiver of Consequential Damages.

Neither party will be responsible to the other for consequential, special or indirect losses or damages, including lost profits, lost revenue or lost opportunity; provided, that this section shall not limit any right otherwise expressly provided under the Contract, including without limitation any liquidated damages, if any, damages asserted in third party claims under Section 8.1, any payments described in Article 12, which arise out of occurrences covered by valid and collectible insurance, or arising out of fraud, willful misconduct, criminal conduct, recklessness, bad faith or gross negligence.

ARTICLE 9. NOTICES

All notices under this Contract must be in writing, delivered personally; by U.S. mail, first class and registered or certified, return receipt requested, with postage prepaid; or by overnight delivery service and addressed to Consultant or to CTA at the following addresses:

If to the CTA: Chicago Transit Authority
c/o Director, Purchasing
567 W. Lake Street
Chicago, IL 60661-1498

With Copies to: Chicago Transit Authority
c/o
567 W. Lake Street
Chicago, IL 60661-1498

Except invoices to: Chicago Transit Authority
c/o
567 W. Lake Street
Chicago, IL 60661-1498

Except audited overhead rates and requests for overhead rate waivers submitted pursuant to Section 5.1(c)(ii) must be submitted electronically to CTAauditedrates@transitchicago.com.

If to Consultant: All notices shall be delivered to the address specified in the LIQ Response attached as Attachment P.

Notices delivered by the U.S. mail will be deemed effective 3 days after mailing in accordance with this Section. Notices delivered personally or by overnight delivery services will be deemed effective upon delivery. The addresses stated herein may be revised without need for Amendment of this Contract, provided written notification is given in accordance with this provision.

ARTICLE 10. CONTRACT CHANGES

10.1 Right to Change Services.

CTA may, from time to time, order additions, deletions, or revisions to the Scope of the Services. If Consultant does not have written authorization from CTA to proceed with Changed Services in an executed Amendment, then Consultant will not be compensated for any Changed Services.

10.2 Notice of Claims.

a. Oral Notification. Consultant must provide immediate oral notification to the Chief Infrastructure Officer upon discovering any conditions or circumstances that may require an adjustment to the compensation or Schedule (such conditions or circumstances, the "Claim"). Upon notification, the Chief Infrastructure Officer will attempt to resolve the identified issue as promptly as possible.

b. Written Notification and Sworn Statement. Consultant must deliver written notice of such claim to the Chief Infrastructure Officer within fourteen (14) days of oral notice. The written notice of Claim must include documents to substantiate costs for related services, schedule impact and any other applicable documentation to support the claim.

To the extent that the cost and schedule impact are not yet known, Consultant may instead submit a notice of future Claim, with its good faith, best estimate of such impacts; no action need by taken by CTA with respect to such notice. Consultant must, at least once every 30 days thereafter, either provide a notice with update estimates, or make a Claim; failure to provide such update or make a Claim is deemed a withdrawal of the Claim by Consultant.

The Claim must include a sworn certification signed by Consultant for each claim. Consultant must certify that it has fully reviewed the claim and has determined that the supporting data is current, accurate, and complete and, to the best of Consultant's knowledge and belief, the amount requested reflects the adjustment for which Consultant believes CTA to be responsible under the terms of the Contract. In addition, the certification must include a statement that the signatory is authorized to certify the claim on behalf of Consultant and must be signed by Consultant's president, vice-president, or other officer who is authorized to bind Consultant. Any false claims may be subject to the penalties imposed by the Program Fraud Civil Remedies Act and United States Department of Transportation regulations, "Program Fraud Civil Remedies," as further described in Section 15.8 of this Contract.

c. Infrastructure Response. The Chief Infrastructure Officer will respond to the Claim in writing within thirty (30) days of receipt. The response will be either a determination of the Claim or a determination that additional time or documentation is needed to evaluate the Claim. If the Chief Infrastructure Officer determines that additional documentation is required to evaluate the Claim, Consultant will be advised of such need for additional documentation, and will state the time for providing additional documentation. If the Chief Infrastructure Officer requires additional time to evaluate the Claim, the Chief Infrastructure Officer will advise Consultant in writing of the additional time that will be required. Failure to provide any of the required information may result in denial of the Claim. The Chief Infrastructure Officer's determination will be sent to Consultant in writing. If Consultant accepts the Chief Infrastructure Officer's determination of the Claim, then the Claim will be handled in accordance with Section 10.1.

d. Purchasing Appeal. If Consultant does not accept the Chief Infrastructure Officer's decision with respect to the Claim, then Consultant may submit a dispute to the Director, Purchasing in accordance with Article 11, within thirty (30) days after receipt of the Chief Infrastructure Officer's determination unless the Director, Purchasing extends the time, in writing. By failing to meet the time limits specified, Consultant will be deemed to accept the Chief Infrastructure Officer's decision. Consultant's compliance with this process is a condition precedent to filing suit.

e. Notice Periods Absolute. Consultant further understands and agrees that, regardless of any case law decision to the contrary, the notice requirements of this Section will not be subject to or diminished by any claim on the part of Consultant that CTA or any person acting on behalf of CTA, directed Consultant to provide additional services or had actual or constructive knowledge of additional services were performed. Consultant further acknowledges that the time requirements and notice content requirements of this Section have the purpose, among others, of allowing the Chief Infrastructure Officer and Director, Purchasing, to evaluate claims related to changes in the scope, contemporaneously with the Services that are the subject of the claim and to be able to make decisions that may mitigate the cost of such changes.

10.3 Directive Order.

If CTA orders Changed Services, and Consultant and CTA have not agreed on an adjustment to the compensation and/or Schedule, the Director, Purchasing may direct Consultant to perform the work through a Directive Order. Consultant must proceed to perform the requested Services as described in the Directive Order. Any failure by Consultant to proceed promptly as directed shall constitute an event of default. The Director, Purchasing, may determine an adjustment to contract price and/or contract time for the Changed Services. The decision of the Director, Purchasing, will be final and binding, subject only to Article 11, Disputes. Directive Orders will be incorporated into Amendment(s).

ARTICLE 11. DISPUTES

Any dispute concerning a Claim or other matters, which under the terms of the Contract are to be resolved pursuant to this Article 11, that is not resolved by the execution of an Amendment by both CTA and Consultant will be decided by the Director, Purchasing. In addition, Consultant may initiate the dispute process by sending a Notice of Dispute to the Director, Purchasing. The Director, Purchasing will reduce the decision to writing and send a copy of it by certified mail, return receipt requested, to Consultant. The decision of the Director, Purchasing will be final and binding on Consultant unless, within 30 days after receipt of a copy of a decision, Consultant sends by certified mail, return receipt requested, a written appeal to CTA's Vice President, Purchasing & Supply Chain. In connection with such an appeal, Consultant will have an opportunity to be heard and to offer evidence in support of its appeal. The decision of the Vice President, Purchasing & Supply Chain will be final and binding on Consultant unless Consultant files an action to challenge the decision in a court of competent jurisdiction in Chicago, Illinois and the court determines the decision to be arbitrary and capricious or obtained by fraud. If Consultant does not commence such an action for judicial review within 60 days after Consultant receives a copy of the decision of the Vice President, Purchasing & Supply Chain, Consultant waives all right to seek judicial review. Nothing in this Section relieves Consultant from diligently proceeding with performance of the Scope of Services under the Contract, as directed by the CTA.

ARTICLE 12. DEFAULT AND TERMINATION

12.1 Notice of Default and Termination

If Consultant fails to perform any of its obligations in any material respect under the Contract, the Director, Purchasing at his or her sole discretion may notify Consultant in writing that Consultant is in default. The notice may allow a cure period of up to fourteen (14) days. If the default cannot be cured within the cure period, and Consultant requests additional time to cure, the Director, Purchasing may extend the cure period in writing. If Consultant fails to cure within the cure period (or if applicable, the extended cure period), the Director, Purchasing may terminate the Contract, or any applicable Task Order, in whole or in part, by sending a notice of termination for default. Termination for default will be effective upon Consultant's receipt of the written notice of termination. The General Manager's, Purchasing declaration of termination will be final.

12.2 CTA's Remedies upon Default.

Upon issuance of a notice of default to Consultant, the CTA may invoke any or all of the following remedies, in addition to any other remedies available under the Contract, at law or in equity, or otherwise:

1. The right to stop payment to Consultant.

2. The right to terminate the Contract, or any Task Order(s).

3. The right to collect monetary damages, including but not limited to, all expert witness

or other contractor fees, court costs, and reasonable attorney's fees that CTA may incur in connection with any claim, suit, or action based upon, related to, or arising from, directly or indirectly, an event of default.

4. The right to deem Consultant non-responsible in future contracts to be awarded by CTA.

12.3 CTA's Remedies upon Termination.

Upon termination of the Contract. any Task Order, or applicable portion thereof, CTA may invoke any or all of the remedies set forth in Section 12.2 and the following remedies (in the event of a Task Order termination, the remedies applying only with respect to such terminated Task Order):

1. In the event of a termination for default, CTA may hire a new vendor to complete the Scope of Services, in which event Consultant agrees to support the transition to the new vendor, and bear all costs incurred by CTA, including any increased cost of completing the Scope of Services with the new vendor. Such costs may, at CTA's option, be payable on demand or be deducted by CTA from any moneys due or which may become due to Consultant.

2. If the Contract is terminated for default, Consultant must, if directed by CTA, assign such Subconsultant Contracts to CTA as CTA, in its sole discretion, may direct. Consultant must include a provision in all of its Subconsultant contracts which provides that Consultant may assign the Subconsultant contracts to CTA. The sole obligation accepted by CTA under such Subcontracts will be to pay for Services satisfactorily performed after the date of the assignment. In the event a conditional assignment has not been executed, Consultant will promptly execute, or cause to be executed, any assignment, agreement, or other document that may be required by CTA for compliance with this provision. For any Subcontract so assigned and accepted by CTA, Consultant will remain liable to the Subconsultants for any payment already invoiced to and paid by CTA, and for any claim, suit, or cause of action based on or the result of any error, omission, negligence, fraud, willful or intentionally tortious conduct, or any other act or omission, or breach of contract by Consultant, its officers, employees, agents, and other Subconsultants, arising prior to the date of assignment to CTA, when such claim, suit, or cause of action has not been discharged, disposed of, or otherwise resolved as of that date. Consultant will include these requirements in its Subcontracts, and hereby irrevocably grants CTA a power of attorney to give effect to this provision.

3. The right to setoff any amounts due to CTA against any payments due or to become due to Consultant under any other contract that Consultant or any affiliate thereof may have with CTA.

12.4 Nonexclusivity.

The remedies under the terms of this Contract are not intended to be exclusive of any other remedies provided. Each and every remedy must be cumulative and is in addition to any

other remedies, existing now or hereafter, at law, or in equity.

12.5 Suspension.

CTA may at any time request that Consultant suspend its Services, or any part thereof, by giving written notice to Consultant. No costs incurred after the date of such suspension shall be allowed. Consultant must promptly resume its performance of such Services under the same terms and conditions as stated herein upon written notice by CTA and such equitable extension of time as may be mutually agreed upon by CTA and Consultant when necessary for completion of the Services. Any additional costs or expenses actually incurred by Consultant as a result of remobilization must be treated in accordance with the compensation provisions under Article 5 of this Contract.

12.6 Court Determination.

If the Contract is terminated by CTA for default, and it is subsequently determined by a court that the termination was not justified, such termination will be deemed a termination for convenience, effective as of the date Consultant received the original notice of termination, and the provisions applicable to termination for convenience will apply.

12.7 Discretion of Director, Purchasing.

Whether to declare Consultant in default and/or to terminate for cause is within the sole discretion of the Director, Purchasing and neither that decision nor the factual basis for it is subject to review or challenge under Article 11, Disputes.

12.8 Termination for Convenience.

CTA may terminate this Contract or any Task Order, in its entirety, or any portion of the Scope of Services, at any time, by a notice in writing from CTA to Consultant. In such event, CTA will give notice to Consultant specifying the extent to which performance of Services under the Contract is terminated. Such Notice of Termination for Convenience will be effective on the date of receipt. Consultant must then restrict its activities, and those of its Subconsultants, to winding down its work. No payment will be made for Services performed after the Notice of Termination for Convenience becomes effective, except for winding down activities specified in the termination notice and as provided in this Section.

a) Obligations of Consultant Upon Termination for Convenience. After receipt of a Notice of Termination for Convenience, except as otherwise directed by CTA, Consultant must do the following:
   i) Transfer title and deliver to CTA in the manner, at the times, and to the extent directed by CTA, parts, work in process, completed work, supplies and other material procured as a part of, or acquired in connection with the performance of, if any, the Services terminated by the Notice of Termination for Convenience, as well as the completed or partially completed plans, drawings, information, and other property, which if the Contract had been completed, would have been

required to be furnished to CTA;

ii) Use its best efforts to sell, in the manner, at the times, to the extent and at the price or prices directed or authorized by CTA, property of the types referred to in Section 12.8(a)(i) above, if any; provided, however, that Consultant (1) will not be required to extend credit to any purchaser, and (2) may acquire any such property under the conditions prescribed by and at a price or prices approved by CTA; provided, further, that the proceeds of any such transfer or disposition will be applied in reduction of any payments to be made by CTA to Consultant under the Contract or will otherwise be credited to the price or cost of the Services covered by the Contract or paid in such other manner as CTA may direct;

iii) Complete performance of each part of the Services not terminated by the Notice of Termination for Convenience in accordance with the Contract;

iv) Take such action as may be necessary, or as CTA may direct, for the protection and preservation of the property or inventory related to this Contract which is in the possession of Consultant and in which CTA has or may acquire an interest; and

v) Comply with all other requirements of CTA as may be specified in the Notice of Termination for Convenience.

b) Termination Claim. After receipt of a Notice of Termination for Convenience, Consultant must submit to the Chief Infrastructure Officer its termination claim within 30 days of such termination, in accordance with Section 10.2, in the form and with certification prescribed by CTA.

c) Agreement As to Amount to be Paid. Consultant and CTA may agree upon the whole or part of the amount or amounts to be paid to Consultant by reason of the total or partial termination for convenience pursuant to this Article, which amount or amounts shall not exceed the portion of the total cost of the work identified in the Task Orders issued to and completed by Consultant immediately prior to the Notice of Termination for Convenience, adjusted to account for defective work not remedied as reduced by the amount of payments otherwise made. The Contract will be amended accordingly, and Consultant will be paid the agreed amount. Nothing in Section 12.8(d) prescribing the amount to be paid to Consultant in the event of failure of Consultant and CTA to agree upon amount to be paid to Consultant by reason of the termination for convenience pursuant to this Section shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to Consultant pursuant to this Section 12.8(c).

d) Determination As to Amount to be Paid. In the event of failure of Consultant and CTA to agree, as provided in Section 12.8(c), upon the whole amount to be paid Consultant by reason of the termination for convenience pursuant to this Section, CTA will pay Consultant the amounts determined by CTA as follows, but without duplication of any amounts agreed upon in accordance with Section 12.8(c), with respect to the Services performed prior to the effective date of the Notice of Termination for Convenience, the total (without duplication of any items) of:

i) The portion of the total cost of the work identified in the Task Order(s) immediately prior to the Notice of Termination for Convenience, adjusted to account for

defective work not remedied;

ii) The cost of settling and paying claims arising out of the termination of the Services under Subcontracts or orders, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the Subconsultant prior to the effective date of the Notice of Termination for Convenience for Services under the Contract, which amounts shall be included in the cost on account of which payment is made under 12.8(d)(i) above;

iii) The reasonable cost of the preservation and protection of the property or inventory related to this Contract pursuant to 12.8(a)(iv) and any other reasonable cost incidental to termination for convenience under the Contract, including expenses incidental to the determination of the amount due to Consultant as the result of the termination for convenience under the Contract.

iv) In no event will CTA be responsible for unabsorbed or underabsorbed overhead as part of termination claims under this Subsection.

e) Cap on Amount to be Paid. The total sum to be paid to Consultant will not exceed the total cost of the work identified in the Task Orders issued to Consultant, as reduced by the amount of payments otherwise made. Except for normal spoilage, and except to the extent that CTA will have otherwise expressly assumed the risk of loss, there will be excluded from the amounts payable to Consultant, the fair value, as determined by CTA, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to CTA, or to a buyer pursuant to 12.8(a)(ii).

f) Deductions from Amount to be Paid. In arriving at the amount due Consultant under this Article, there will be deducted, (i) any claim which CTA may have against Consultant in connection with the Contract including but not limited to a credit for defective work and (ii) the agreed price for, or the proceeds of sale of, materials, supplies or other items acquired by Consultant or sold, pursuant to the provisions of this Article, and not otherwise recovered by or credited to CTA.

g) Partial Termination. If the termination hereunder is partial, prior to the settlement of the terminated portion of this Contract, Consultant may file with CTA a request in writing for an adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the Notice of Termination for Convenience), and such adjustment as may be agreed upon will be made in such price or prices.

h) Payments on Account of Termination Payment. CTA may from time to time, under such terms and conditions as it may prescribe and in its sole discretion, make partial payments on accounts against cost incurred by Consultant in connection with the terminated portion of the Contract whenever in the opinion of CTA the aggregate of such payments shall be within the amount to which Consultant will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this Article, without limitation, such excess will be payable by Consultant to CTA upon demand.

i) Preservation of Records. Unless otherwise provided for in the Contract or by applicable statute, Consultant, from the effective date of termination and for a period of three (3) years after final settlement under the Contract, must preserve and make available to CTA at all reasonable times at the office of Consultant but without direct charge to CTA, all its books, records, documents, electronic data, and other evidence bearing on the costs and expenses of Consultant under the Contract and relating to the work terminated hereunder, or to the extent approved by CTA, microfilm, microfiche, authentic reproductions, or other forms of electronic media thereof.

j) Flow Through to Subconsultants. Consultant must insert in all Subcontracts that the Subconsultant must stop performance of the Services on the date of and to the extent specified in a Notice of Termination for Convenience from CTA and must require that any tier Subconsultants insert the same provision in any tier Subcontracts. Consultant must communicate, immediately upon receipt thereof, any Notice of Termination for Convenience issued by CTA to the affected Subconsultants of any tier.

k) No Other Payments; No Damages. Under no circumstances is Consultant entitled to anticipatory, unearned profits or consequential damages as a result of a termination or partial termination under this Section. The payment to Consultant determined in accordance with this Section constitutes its exclusive remedy for a termination hereunder.

l) No Waiver. Anything contained in the Contract to the contrary notwithstanding, a termination under this Section 12.8 does not waive any right or claim to damages that CTA may have and CTA may pursue any cause of action that it may have under the Contract.

ARTICLE 13. GENERAL

13.1 No Waiver of Legal Rights.

Neither the acceptance by CTA, or any representative of CTA, nor any payment for, or acceptance of, the whole or any part of the Scope of Services, nor any extension of time, nor any possession taken by CTA, will operate as a waiver by CTA of any portion of this Contract, or of any power herein reserved, or any right of CTA to damages herein provided. A waiver of any breach of this Contract will not be held to be a waiver of any other or subsequent breach. CTA may only waive its rights in a writing executed by the Director, Purchasing.

Whenever, under this Contract, CTA by a proper power waives Consultant’s performance in any respect, or waives a requirement or condition to either CTA’s or Consultant's performance, the waiver so granted, will only apply to the particular instance and will not be deemed a waiver forever or for subsequent instance of the breach of the performance, requirement, or condition. No such waiver will be construed as a modification of this Contract; regardless of the number of times CTA may have waived the performance, requirement, or condition.

13.2 Governing Law and Jurisdiction.

This Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles. Consultant hereby irrevocably submits itself to the exclusive original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Contract. Consultant agrees that service of process on Consultant may be made, at the option of CTA, either by registered or certified mail addressed to the applicable office as provided for in this Contract, by registered or certified mail addressed to the office actually maintained by Consultant, or by personal delivery to any officer, director, or managing or general agent of Consultant.

13.3 No Third Party Beneficiary.

The parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for Subconsultants or other third parties.

13.4 Contract Inducements.

No payment, gratuity, political campaign contribution or offer of employment will be made in connection with any CTA contract, by or on behalf of a Subconsultant to the prime Consultant or higher tier Subconsultant or any person associated therewith, as an inducement for the award of a subcontract or order.

13.5 Limitation of Liability.

In carrying out any of the provisions of this Contract or in exercising any power or authority granted to them thereby, there will be no liability upon the board members, officials, agents or employees of CTA, including without limitation the Director, Purchasing, and the Project Manager, either personally or as officials of CTA, it being understood that in such matters they act as representatives of CTA.

13.6 Severability.

If any provisions of this Contract are held or deemed to be or are in fact invalid or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule or law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question invalid or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections contained in this Contract will not affect the remaining portions of this Contract or any part thereof.

13.7 Contract Interpretation.

Any headings of this Contract are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender are deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context otherwise indicates. All references to any Exhibit or document are deemed to include all supplements and/or amendments to any such Exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity are deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Contract. References to any regulation, rule, statute, law, order or similar include such regulation, rule, statute, law, order or similar as amended, modified, replaced, interpreted or consolidated from time to time.

13.8 Assigns.

Subject to Article 18, all of the terms and conditions of this Contract are binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

13.9 Independent Consultant.

Consultant will perform the Scope of Services under this Contract as an independent Consultant, and nothing herein is intended or will be construed to create any partnership, agency, or joint venture relationship between CTA and Consultant or any Subconsultant. Neither Consultant nor its Subconsultants, or the employees or agents of any of them, will be deemed for any purpose to be employees of CTA. Consultant will be solely responsible for the withholding or payment of all applicable Federal, State, and local personal income taxes, social security taxes, unemployment and sickness disability insurance, and other payroll taxes with respect to Consultant's employees.

13.10 Participation by Other Agencies.

Other local government agencies may negotiate their own agreements with Consultant based on other terms and conditions in this Contract. Other agencies will issue their own contracts directly to Consultant. Participation by other agencies shall have no adverse effect on CTA. CTA will not be responsible for any obligation due from any other agency to Consultant. CTA will have no liability for the acts or omissions of any other agency, and makes no representation that the process followed by CTA to select Consultant for this Contract complies with the procurement rules, regulations or policies of the other agency.

13.11. Entire Agreement.

This Contract constitutes the entire agreement between Consultant and CTA with regard to its subject matter, and no other oral or written understandings, representations, inducements, consideration, promises, or interpretations are part of the Contract. No changes, amendments, modifications, cancellation, or discharge of this Contract, or any part thereof, will be valid unless in writing and signed by the authorized representatives of the parties hereto, or their respective successors and assigns, in accordance with all

applicable laws.

13.12 Order of Precedence.

The order of precedence of component parts of the Contract is as follows:

1. This Professional Services Agreement.
2. Task Orders issued to Consultant.
3. Exhibits to this Agreement.
4. Attachments to this Agreement.

All Amendments executed will be a part of the Contract and will take precedence over any other part of the Contract wherever they conflict therewith. An Amendment more recently executed will take precedence over any prior Amendment wherever it conflicts therewith.

13.13 Counterparts.

This Contract is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

13.14 Consultant Authority.

Execution of this Contract by Consultant is authorized and signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Contract, including each and every representation and certification contained herein, attached hereto, and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof. If other than a sole proprietorship, Consultant must provide satisfactory evidence that the execution of the Contract is authorized in accordance with the business entity's rules and procedures.

If Consultant is a corporation, the president or vice-president must sign the Contract. In the event that the Contract is executed by someone other than the president or vice-president, a certified copy of the section of the corporate by-laws or resolution of the corporation that permits the person to execute the Contract for the corporation must be furnished by Consultant prior to execution by CTA.

If Consultant is a partnership or a joint venture, all partners or participants in the joint venture must sign the Contract unless one partner or joint venture participant is authorized to sign for the partnership or joint venture, in which case evidence of such authority, satisfactory to the Director, Purchasing, must be submitted by Consultant prior to execution by CTA.

A partnership, joint venture, or sole proprietor operating under an assumed name must be registered with the Illinois County in which it is located, as provided in the Assumed Business Name Act, 805 ILCS 405 *et seq*., as amended.

ARTICLE 14. WARRANTIES AND REPRESENTATIONS

In connection with the execution of this Contract, Consultant warrants and represents:

a. That it is financially solvent; that it, its employees, agents or Subconsultants, if any are competent to perform the Services required under this Contract; and that Consultant is legally authorized to execute and perform or cause to be performed this Contract under the terms and conditions stated herein; and

b. That Consultant must not knowingly use the services of any Subconsultant who is debarred or suspended by CTA, any agency of the United States or the State of Illinois during the term of such debarment or suspension for any purpose in the performance of its Services under this Contract; and

c. That Consultant and its Subconsultants, if any, are not in default at the time of the execution of this Contract, or deemed by the Purchasing Manager to have, within three (3) years immediately preceding the date of this Contract, been found to be in default, on any contract awarded by CTA; and

d. That this Contract is feasible of performance in accordance with all of its provisions and requirements and that Consultant can and must perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Contract; and

e. That, except only for those representations, statements, or promises expressly contained in this Contract, and any exhibits attached hereto and incorporated by reference herein, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by CTA, its officials, agents, or employees, has induced Consultant to enter into this Contract or has been relied upon by Consultant, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Contract; (ii) the nature, existence, or location of materials, structures, obstructions, utilities or conditions, surface or subsurface, which may be encountered at or on the Program Site; (iii) the nature, quantity, quality or size of any materials, equipment, labor and other facilities, needed for the performance of this Contract (iv) the general conditions which may in any way affect this Contract of its performance; or (v) any other matters; whether similar to or different from those referred to in (i) through (iv) immediately above, affecting or having any connection with this Contract, the negotiation thereof, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith; and

f. That, Consultant acknowledges that CTA, in its selection of Consultant to perform the services hereunder, materially relied upon Consultant's Response to the Letters of Interest and Qualifications, and Consultant's oral presentation(s), if any and Consultant warrants the accuracy and completion of such response and oral presentation(s), if any.

ARTICLE 15. COMPLIANCE WITH ALL LAWS

15.1 Consultant's Compliance with All Laws.

Consultant must at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state, and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Contract.

15.2 Compliance with 49 CFR Part 26.

Consultant, sub recipient or Subconsultant must not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Consultant must carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the CTA deems appropriate.

Consultant agrees to include this assurance in all subcontracts.

15.3 ADA Access

The Contractor and any of its subcontractors and suppliers under this Contract agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and the following regulations and any amendments thereto:

1. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
2. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
3. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "American With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
4. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
5. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
6. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
7. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
8. Federal Communications Commission regulations, "Telecommunications Relay Services and

Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, Subpart F;

9. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;

10. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194; and

11. Any implementing requirements FTA may issue.

15.4 Civil Rights.

1. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 USC §12132, and Federal Transit Law at 49 USC § 5332, Consultant agrees that it will not discriminate against any employee or applicant on the basis of race, color, creed, national origin, sex, sexual orientation, gender identity, age, or disability. In addition, Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Contract:

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

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

Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Consultant agrees to comply with any implementing requirements FTA may issue.

c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, Consultant agrees that it will comply with the requirements of US Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Consultant agrees to comply with any implementing requirements FTA may issue.

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

a. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Director, Purchasing setting forth the provisions of this nondiscrimination clause.

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

c. Consultant will send to each labor union or representative of workers with whom the representative has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Consultant's commitments under Section 202 of Executive Order No, 11246 of September 24, 1965, and will post copies of the notice in conspicuous places available to employees and applicants for employment.

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

e. Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records,

and accounts by the CTA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulation, and orders.

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

g. Consultant must include the provisions of the above paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subconsultant or vendor. Consultant will take such action with respect to any subcontract or purchase order as CTA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a Subconsultant or vendor as a result of such direction by the Federal Government contracting agency, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

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

15.5 Illinois Human Rights Act.

During the term of this Contract, Consultant must:

1. Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination.

2. Comply with the procedures and requirements of the Illinois Department of Human Rights' regulations concerning equal employment opportunities and affirmative action.

3. Provide such information, with respect to its employees and applicants for employment, and assistance as the Department may reasonably request from time to time.

4. Have written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing

examples; (iv) Consultant's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission; (vi) directions on how to contact the Illinois Department of Human Rights and the Illinois Human Rights Commission; and (vii) protection against retaliation as provided in Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105). A copy of the policies must be provided to the Illinois Department of Human Rights upon request.

5. Consultant must include verbatim or by reference, the provisions of this Section 15.4 in every Subcontract it awards under which any portion of its obligations under this Contract are undertaken or assumed, so that such provisions will be binding upon such Subconsultant. In the same manner as with other provisions of this Contract, Consultant will be liable for such Subconsultant's compliance with applicable provisions of this clause; and further it will promptly notify CTA and the Illinois Department of Human Rights in the event that any Subconsultant fails or refuses to comply therewith. In addition, Consultant must not utilize any Subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

15.6 Fly America.

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

15.7 Energy Conservation Plan.

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

15.8 Ethics Ordinance.

Consultant agrees to comply with the CTA's Ethics Ordinance, CTA Ordinance No. 004-76, as amended from time to time, the provisions of which are hereby incorporated into

this Contract, including that neither Consultant nor any Subconsultant will intentionally offer or make a gift to any officer or employee of CTA, or any spouse, domestic partner or immediate family member living with any officer or employee of the CTA, in violation of the CTA Ethics Ordinance. Consultant agrees that, as provided by Section 5.3 of the CTA Ethics Ordinance, any contract negotiated, entered into, or performed in violation of any of the provisions of the Ethics Ordinance will be voidable as to the CTA at the election of CTA.

15.9 Program Fraud and False or Fraudulent Statements and Related Acts; US Department of Transportation Inspector General Notification.

1. Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 *et seq*. and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Scope of Services. Upon execution of this Contract, Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted project for which Scope of Services are being performed. In addition to other penalties that may be applicable, Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Consultant to the extent the Federal Government deems appropriate.

2. Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to CTA or to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the CTA of 49 USC § 5307, the Government reserves the right to impose the penalties of 18 USC § 1001 on Consultant to the extent the Federal Government deems appropriate.

3. The Consultant must promptly notify the CTA, the U.S. DOT Inspector General the FTA Chief Counsel, and FTA Regional Counsel for the FTA Region 5, if the Consultant has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs with any agreement between the Consultant and CTA, or another agreement involving a principal, officer, employee, agent, or third-party participant of the Consultant. It also applies to Subconsultants at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Consultant. In this paragraph, "promptly" means to refer information without delay and

without change. This notification provision applies to all divisions of the Contractor, including divisions tasked with law enforcement or investigatory functions.

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

15.10 Notification to FTA of Current or Prospective Legal Matters.

1. If a current or prospective legal matter that may affect the Federal Government emerges, the Consultant must promptly notify the CTA, the FTA Chief Counsel, and the FTA Regional Counsel for FTA Region 5. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the scope of work that FTA approved when FTA agreed to provide federal assistance, the underlying grant agreement, cooperative agreement, and any amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

2. The Consultant must also include an equivalent provision in its subcontracts at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

15.11 Foreign Trade Restrictions.

Consultant and each Subconsultant certifies that it:

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

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR Part 30.17, no Contract will be awarded to a Subconsultant who is unable to certify to the above. If Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on this Contract, the FTA may direct, through CTA, cancellation of the Contract at no cost to the Federal Government or CTA. Further, Consultant agrees that it will incorporate this provision for certification without modification in each Subcontract. Consultant may rely on the

certification of a prospective Subconsultant unless Consultant has knowledge that the certification is erroneous. Consultant will provide immediate written notice to CTA if it learns that its certification or that of a Subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

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

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

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

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

15.12 Conflict of Interest.

1. No Board member, officer or employee of the CTA or other unit of local government, who exercises any functions or responsibilities in connection with the carrying out of the Scope of Services or the carrying out of the Scope of Services to which this Contract pertains, may have any personal interest, direct or indirect, in this Contract or the proceeds thereof.

2. In accordance with 41 USC § 22, Consultant agrees that no member of or Delegate to the Congress of the United States, or the Illinois General Assembly and no members of the Chicago Transit Board or CTA employees, may be admitted to any share or part of this Contract or to any private financial interest, profit, or benefit arising herefrom.

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

4. Consultant is prohibited from performing any work and/or services for CTA which would result in an organizational conflict of interest. An organizational conflict of interest ("OCI") occurs when, because of other activities and/or relationships with other persons, (i) a person is unable or potentially unable to render impartial assistance or advice to CTA or the person's objectivity in performing services to CTA is or might otherwise be impaired, or (ii) a person has an unfair competitive advantage. The term "person" includes companies and other contracting entities. In general, OCIs fall into three categories: (a) a person has access to non-public information as part of its performance of services to CTA and that information may reasonably be determined to provide that person with a competitive advantage in a future procurement; (b) a person, as part of its performance of contract responsibilities to CTA, has set ground rules for the performance of a future contract by, for example, writing the statement of work or defining the specifications; and (c) a person's work under one contract with CTA could entail evaluating its own work or that of a competitor, either through an assessment of performance under another contract or through an evaluation of proposals.

   Consultant has sole responsibility for compliance with this Section 15.10 and, in the event of an OCI, Consultant must provide CTA with recommendations to avoid, neutralize and/or mitigate the OCI. CTA's Purchasing Department in consultation with CTA's General Counsel will make the final determination as to whether an OCI exists and whether Consultant's recommendations to avoid, neutralize or mitigate the OCI are sufficient.

   Consultant stipulates that it has submitted a conflict mitigation plan to avoid, neutralize and/or mitigate conflict of interest issue(s) under this Contract. Furthermore, Consultant warrants that it, its employees, representatives, Subconsultants and affiliates will adhere to the requirements stated under Consultant's conflict migration plan.

Any violation of this Section 15.10 is a material breach of the Contract, which is cause for termination.

15.13 No Exclusionary or Discriminatory Specifications.

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

15.14 No Federal Government Obligation to Consultant or Others.

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

or in part with Federal assistance provided by the FTA. It is further agreed that the clause must not be modified, except to identify the Subconsultant who will be subject to its provisions.

15.15 Obligation to Comply with Changes in Federal Laws and Regulations.

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

15.16 Incorporation of Federal Transit Administration (FTA) Terms.

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

15.17 Environmental Requirements.

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

15.18 Permits and Licenses.

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

15.19 Change in Ownership.

Any direct or indirect change in ownership or control of the Consultant will be subject to compliance with CTA's then-current "Purchasing Policies and Procedures", including submission of updated ownership disclosure affidavits, as provided therein.

15.20 Obligation to Comply with the Illinois State Officials and Employees Ethics Act.

Consultant agrees to comply with all of the requirements of the Illinois State Officials and Employees Ethics Act, 5 ILCS 430/1-1 et seq., ("Ethics Act"), as it may be amended from time to time, the provisions of which are incorporated into this Contract to the same force and effect as if set forth in full herein. As required by the Ethics Act, as amended, Consultant agrees to cooperate fully and expeditiously with the State Office of the Executive Inspector General in all investigations or audits. This obligation applies to all officers, directors, agents, partners, employees, and Subconsultants of Consultant.

15.21 Illinois Criminal Code Certification.

As required by Section 33E-11 of the Illinois Criminal Code of 1961, as amended (the "Act"), the undersigned certifies that Consultant or any agent, partner, employee or officer of Consultant is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of either bid-rigging in violation of Section 3 of Article 33E or bid-rotating in violation of Section 4 of Article 33E of the Act or any similar offenses of any state or the United States that contain the same elements as the offenses of bid-rigging or bid-rotating.

15.22 Ineligible Consultants.

(a) Consultant certifies to the best of its knowledge and belief that it, its principals and any Subconsultants, meet CTA's requirements and have not violated any City or sister agency policy, codes, state, federal, or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Consultant becomes aware of such information, it must immediately disclose it to CTA.

(b) Consultant further certifies that neither it nor any of its Subconsultants are currently debarred for violations of any applicable public contracts incorporating labor standards provisions or included on any applicable list thereof, including without limitation the General Service Administration's System for Award Management, the Illinois Department of Transportation's Suspension List, the Illinois Department of Labor Public Works Debarred Contractors List, the Illinois Department of Human Rights Debarred Companies List, the City of Chicago's List of Debarred Firms and Individuals, or CTA's Suspension and Debarments Report.

15.23 Prohibition on Certain Telecommunications Equipment.

Pursuant to 2 CFR 200.216, as a recipient of Federal Funds, the Authority is prohibited from obligating or expending funding to procure or obtain, extend or renew a contract to procure or obtain or enter into a contract or extend or renew a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as described in Public Law 115-232, section 889.

15.24 Compliance with Federal Lobbying Policy.

Contractors who apply or bid for an award of $100,000 or more will file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Authority, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal Contract, grant or any other award covered by 31 USC 1352. Each tier will also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal Contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to the recipient.

15.25 Safe Operation of Motor Vehicles.

Seat Belt Use. The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or the CTA.

Distracted Driving. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

15.26 International Boycott

Consultant certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 et seq. or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

15.27 Goods from Child Labor Act

Consultant certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

ARTICLE 16. ACCESS AND RECORDS

16.1 Audit, Inspection and Retention of Records.

Consultant and its Subconsultants, if any, must furnish CTA with such information as may be requested relative to the progress, execution and cost of the Services. Consultant must

maintain records showing actual time devoted and costs incurred.

Consultant must permit and agree to cooperate with the authorized representatives of the CTA including but not limited to, the Office of the Executive Inspector General, the U.S. Department of Transportation, the Comptroller General of the United States, and the State of Illinois, who may inspect and audit all data and records of Consultant relating to Consultant's performance and Subconsultant contracts under this Contract from date of this Contract through and until the expiration of five (5) years after termination of this Contract. In the event of litigation or settlement of claims arising from the performance of this Contract, Consultant agrees to maintain the same until CTA, FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

Consultant must maintain its books, records, documents, and other evidence, and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature, claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Contract for five (5) years after the final payment made in connection with this Contract. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout. For documentation of direct labor costs, this would include payroll records to substantiate pay rates and time and attendance, and for overhead and burden rates, the backup documentation used to establish the audited rate. Any third party expenses reimbursed must include both receipts or other evidence of expenditure and documentation showing compliance with applicable United States General Services Administration (GSA) rates.

No provision in this Contract granting CTA a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which CTA would have had in the absence of such provisions.

If Consultant enters into any agreements with any service providers with respect to any records or data owned by CTA, Consultant will remain responsible for compliance with this Article.

16.2 Right of Entry.

The Consultant, and any of its officers, employees, agents, and Subconsultant's, will be permitted to enter upon any part of the Project Site in connection with the performance of the Services, subject to the terms and conditions contained herein and any applicable permit, easement, license or other right of access or use restrictions. Consultant must provide advance notice to CTA of any such intended entry Consent to enter upon all or any part of the Project Site given by the CTA will not create, nor be deemed to imply the creation of, any additional responsibilities on the part of the CTA.

Consultant must use, and will cause each of its officers, employees and agents to use, the highest degree of care when entering upon the Project Site or any other CTA property in connection with the Services. In the case of any property owned by CTA, or property owned by and leased from CTA, Consultant must comply and will cause each of its

officers, employees and agents, to comply with any and all instructions and requirements for the use of such property, any licenses for which are hereby incorporated by reference.

Consultant must comply and will cause each of its officers, employees, agents, and Subconsultants, to comply with, any and all security, health, safety, and facility rules and regulations, including completing all required training and/or screening (including vaccination requirements), and any other instructions and requirements.

Consultant must comply with all safety procedures, policies and directives including, but not limited to, those specified in CTA Manual of Procedures, Construction Safety Manual, Standard Operating Procedures, and Roadway Worker Protection Manual.

The CTA's Chief Safety and Security Officer and/or Chief Infrastructure Officer may also from time to time require Consultant to perform additional screening or training procedures prior to allowing access to CTA property, including verification of vaccination status, conducting criminal history checks, checks against the Federal Bureau of Investigation's Terrorist Screening Database or other similar resources, reference checks, and when appropriate financial background checks, with such standards as set by the CTA, in order to minimize the risk of loss or other damage to, or unlawful use of, CTA property or confidential information or injuries or presence of safety or health hazards to CTA personnel or its customers. All such screening will be at Consultant's sole cost and risk. Upon the request of Director, Purchasing, Consultant shall certify in writing that it has complied with this provision.

Any and all claims, suits, judgments, costs, or expenses, including reasonable attorneys' fees, arising from, by reason of, or in connection with any such entry will be treated in accordance with the applicable terms and conditions of the Contract, including without limitation the indemnification provisions contained in this Contract.

If the Consultant causes damage to CTA property, the Consultant must at the option of the Director, Purchasing either (i) pay the cost of repair of the damage, or (ii) repair or replace the damaged property.

ARTICLE 17. OWNERSHIP OF DOCUMENTS, INTELLECTUAL PROPERTY, CONFIDENTIALITY

17.1 Ownership of Documents.

All documents and other media, data studies, data and software application files in any format, designs, intellectual property and reports, including without limitation, the Deliverables, developed in the performance of this Contract or provided as instruments of the Scope of Services are agreed to be the sole property of CTA; provided that CTA will not obtain title to any proprietary materials of Consultant that existed prior to commencement of the Services, subject to Consultant granting to CTA a perpetual, royalty free, worldwide, non-exclusive license to use such materials. During the performance of

the Scope of Services, Consultant will be responsible for any loss or damage to the materials herein enumerated while they are in its possession, and any such item lost or damaged will be restored at the expense of Consultant. At any time, upon demand by CTA, Consultant must furnish to the CTA, at Consultant's expense, a complete set of all such materials prepared by Consultant and its Subconsultants as of the date of such demand. In the event of Consultant's failure to comply with CTA's demand hereunder, the parties hereby agree that any remedy at law would be inadequate and that CTA will be entitled to appropriate injunctive and other equitable relief, including without limitation, the remedy of specific performance.

Consultant agrees not to assert or authorize others to assert any rights or make any claim under the patent or copyright laws, or otherwise to any such documents and other materials referenced in this Article.

Consultant, for a period of 5 years after the completion of the Contract, agrees to furnish all retained materials at the request of CTA; provided that Consultant will be permitted to retain a copy of such materials for the purpose of maintaining its records.

If Consultant enters into any agreements with any service providers with respect to any records or data owned by CTA, Consultant will remain responsible for compliance with this Article.

17.2 Confidential Information.

Consultant, each Subconsultant, and its and their Board members, employees, officials, Subconsultants and agents ("Consultant Parties") will keep confidential all information furnished to it by CTA or otherwise learned by it in the performance of the Scope of Services hereunder, as well as information prepared by or on behalf of Consultant.

To the extent that the CTA specifically designates, orally or in writing, any information furnished by CTA as confidential information ("CTA Confidential Information") such CTA Confidential Information and all information prepared by or on behalf of Consultant based on CTA Confidential Information shall be subject to the provisions of this Section. Consultant will ensure the confidentiality of this information in a manner using at least as great a degree of care as the manner used to maintain the confidentiality of Consultant's own most confidential information. All Consultant Parties with access to the CTA Confidential Information must sign a Confidentiality Statement certifying that such person or entity will not disclose, publish, or otherwise make available to any person or party the CTA Confidential Information protected by the Contract.

CTA Confidential Information does not include any information which is in the public domain, provided it is in the public domain through no act or omission on the part of the Consultant or any Subconsultant.

Consultant may disclose CTA Confidential Information to the extent required in the written opinion of legal counsel pursuant to any governmental, judicial, or administrative order, provided that Consultant promptly notifies, to the extent practicable, the CTA in writing of

such demand, in order that CTA may seek to make such disclosure subject to a protective order or other appropriate confidentiality protections.

Consultant acknowledges that the disclosure of any CTA Confidential Information will give rise to irreparable injury to CTA, which cannot be adequately compensated in damages. Accordingly, Consultant agrees that CTA may obtain injunctive relief against disclosure or threatened disclosure of CTA Confidential Information, in addition to such other remedies that may be available to the CTA in law or at equity. This paragraph of the Contract will survive the termination of this Contract.

17.3 Advertising and Publicity.

Consultant must not disclose, use or refer to this Contract or any of its terms, or the name of CTA in any published articles, "white papers," newsletters, advertising, publicity releases, promotional materials, materials distributed to existing or prospective customers or other informational materials for public release without the prior express written consent of CTA. Notwithstanding the above, Consultant may identify CTA as a customer or client in a general customer reference list or experience statement, including accurately representing their role and contractual relationship in client proposals.

ARTICLE 18. SUBCONTRACTING & ASSIGNMENT

18.1 General

The subcontracting of all or any part of the Services by Consultant will not relieve Consultant from any of the obligations or conditions of this Contract. Consultant shall direct, coordinate, and control the activities of all Subconsultants with respect to the Services. Consultant must supervise and direct the Services competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Services in accordance with the Contract. It is Consultant's responsibility to see that the Services complies with the Contract.

The work of any Subconsultant will be subject to inspection and approval by CTA to the same extent as the work of Consultant is subject to inspection and approval under this Contract, and all Subcontracts made by Consultant under the terms hereof will so provide. Nothing contained in the Contract nor any Subcontract will create any contractual relationship between CTA and any Subconsultant, other than designating the CTA a third party beneficiary thereof, or create any obligation on the part of CTA to pay or cause the payment of any sums to any Subconsultant or grant any Subconsultant any rights as a third party beneficiary.

18.2 Assignments.

All of the terms and conditions of this Contract will be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees, and assigns. Consultant may not assign this Contract in whole or in part, or any Contract funds

or claims due, or to become due, in each case without the written approval of the Director, Purchasing. In no case will such written approval relieve Consultant from its obligations or change the terms of the Contract.

18.3 Subconsultants.

Consultant must submit for approval a detailed breakdown of its Subconsultants under this Contract by name and costs. Consultant may replace or substitute a Subconsultant only with the prior written approval of the Chief Infrastructure Officer and Director, Purchasing; substitution of Key Personnel are subject to Section 6.1.

Consultant must require each Subconsultant to comply with all applicable provisions of this Contract but will not make this entire Contract part of any Subcontract.

Consultant must incorporate the following provisions into each agreement with a Subconsultant and require the same to be incorporated into all agreements with lower-tier Subconsultants:

1. Section 3.2 "Standard of Performance"
2. Section 5.7 "Taxes"
3. Article 8 "Indemnity and Liability"
4. Article 12 "Events of Default, Remedies, Termination, Right to Offset, Suspension" (in all subcontracts in excess of $10,000)
5. Section 13.2 "Governing Law and Jurisdiction"
6. Section 13.7 "Contract Interpretation"
7. Section 15.2 "Compliance with 49 CFR Part 26"
8. Section 15.3 "Civil Rights"
9. Section 15.4 "Illinois Human Rights Act"
10. Section 15.5 "Fly America"
11. Section 15.7 "Ethics Ordinance"
12. Section 15.8 "Program Fraud and False or Fraudulent Statements and Related Acts"
12. Section 15.9 "Foreign Trade Restrictions"
13. Section 15.10 "Conflict of Interest"
14. Section 15.12 "No Federal Obligation to Consultant or Others"
15. Section 15.13 "Obligation to Comply with Changes in Federal Laws and Regulations"
16. Section 15.14 "Incorporation of Federal Transit Administration (FTA) Terms"
17. Section 15.15 "Environmental Requirements"
18. Section 15.20 "Ineligible Consultants"
19. Article 16 "Access and Records"
20. Article 17 "Ownership of Documents, Intellectual Property, Confidentiality"
21. All other provisions required by Laws and Regulations to apply to Subconsultants.

This provision does not and will not operate to relieve Consultant of any duty or liability under the Contract nor does it create any duty or liability on the part of CTA.

[REMAINDER OF PAGE INTENTIONALLY BLANK]
ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first above written.

CONSULTANT

By: _____
(Signature)

_____
Name

_____
Title

CHICAGO TRANSIT AUTHORITY

By: _____
Dorval R. Carter, Jr., President

_____
Vice President, Purchasing

Dated: _____

[If a corporation and signed by any person other than the president or vice-president, a certified copy of the resolution or by-law authorizing such person to sign must be attached to this Contract. Refer Section 20.3 for additional instructions and requirements.]

State of _____

County of _____
Signed and sworn before me by the signatory whose name appears above on this:

_____ day of _____, 20_____.
(day) (month) (year)

My Commission expires:
_____.
(Signature of Notary Public)

Authorized by Ordinance No.: _____
of the Chicago Transit Board

_____
Assistant Secretary

Approved as to form and legality for the sole benefit of the CTA. Subject to proper authorization and execution thereof.

_____
Attorney

EXHIBITS

Exhibit 1	[RESERVED]
Exhibit 2	Disadvantaged Business Enterprise Special Conditions
Exhibit 3	Insurance Requirements
Exhibit 4	LIQ Document

ATTACHMENTS

Attachment A	List of Key Personnel & Salary Rate Wage Range Sheets
Attachment B	Team Organizational Chart
Attachment C	Cost and Price Analysis Sheets
Attachment D	Conflict of Interest Information and Transition Plans
Attachment E	Certification of Primary Participant Regarding Debarment, Suspension, and other Responsibility Matters (Consultant)
Attachment F	Certification of Lower Tier Participant Regarding Debarment, Suspension, and Other Responsibility Matters (Subconsultants)
Attachment G	Certification of Restriction on Lobbying (Consultant and Subconsultants)
Attachment H	Certification of Drug Free Workplace (Consultant and Subconsultants)
Attachment I	DBE Forms and Schedules
Attachment J	Disclosure of Ownership
Attachment K	Freedom of Information Act Notice and Declaration
Attachment L	LIQ Non-Disclosure Statement Prime Consultant (Consultant)
Attachment M	LIQ Non-Disclosure Statement Subconsultant (Consultant and Subconsultants)
Attachment N	Affidavit of Minimum Wage Payment
Attachment O	Affidavit of Prompt Payment

Attachment P LIQ Response

APPENDIX B

DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL AND SPECIAL CONDITIONS

SPECIAL CONDITIONS
DISADVANTAGED BUSINESS ENTERPRISE
REQUESTS FOR PROPOSALS (RFP)
LETTERS OF INTEREST AND QUALIFICATIONS (LIQ)

CONTRACT NUMBER: C25FT102850277

I. POLICY AND TERMS

A. The policy of the Chicago Transit Authority (CTA or Authority) is to create a level playing field on which Disadvantaged Business Enterprises (DBE) as defined in United States Department of Transportation (USDOT) Regulation 49 CFR Part 26, as revised from time to time, can compete fairly for CTA contracts, regardless of funding source.

B. The Authority has established the following DBE participation goal for this contract:

Disadvantaged Business Enterprise Goal:
Will vary by Task Order

C. The DBE contract goal is expressed as a percentage of the total contract price (except for split DBE goals, described above). The Proposer may meet the DBE goal by evidencing participation by one or more certified DBE firm(s). The Proposer may also meet the goal by documenting good faith efforts to meet the goal as described in 49 CFR Part 26 and as set forth in Section V hereof and/or by a combination of DBE participation and good faith efforts documentation. In either of the above scenarios, if a Diversity Outreach Plan is submitted, the Proposer must implement the initiatives provided in its Diversity Outreach Plan to generate DBE participation to meet the goal.

D. The DBE contract goal shall apply to the total dollar value of this contract, inclusive of all goods, work or services added to the contract by amendments, modifications, options, or change orders. The Proposer agrees to make good faith efforts to include DBE participation equal to the goal percentage applied to the dollar amount of any goods, work or services so added. Failure to do achieve such DBE participation or make such good faith efforts and document them to the satisfaction of the Authority will be deemed an event of default under the contract.

E. The goal may be met, as further explained in Section IV hereof 1) by the Proposer's status as a DBE firm, 2) by participation in a Joint Venture by one or more DBE firm(s), 3) by subcontracting a portion of the work to one or more DBE firm(s), 4) by the purchase of materials used in the performance of the contract from one or more DBE firm(s) or 5) by any combination of the above or through sufficient documentation of its good faith efforts to meet the DBE goal as defined in Section V hereof.

F. A Proposer who fails to meet the DBE goal and fails to demonstrate sufficient and reasonable

good faith efforts to meet the goal shall not be eligible to be awarded the contract. **All documentation of good faith efforts by a Proposer must be included in the envelope or package with the initial proposal submission.**

G. The Authority prohibits agreements between a Proposer and a DBE in which the Proposer prohibits the DBE from providing subcontracting quotations to other Proposers. Such agreements will render the Proposer ineligible for contract award.

II. DEFINITIONS

A. "Area of Specialty" means the description of the DBE's business, which has been determined by the DBE Liaison Officer Programs to be most reflective of the DBE's claimed specialty or expertise as stated in their certification in the IL UCP DBE Directory. Credit toward the DBE contract goal for this contract shall be limited to the participation of firms performing within their Area of Specialty. The Authority reserves the right to investigate and determine active DBE participation and applicable DBE credit specifically identified for this contract prior to award.

NOTICE: The Authority does not make any representations concerning the ability of any DBE to perform work within its Area of Specialty. It is the responsibility of the Proposer to determine the capability and capacity of the DBE firms to satisfactorily perform the work proposed.

B. "Authority" means the Chicago Transit Authority.

C. "Proposal" includes the following Authority purchasing requests: Request for Proposal (RFP).

D. "Proposer" includes Proposers and contractors. The terms "**Proposer**" and "**Contractor**" are used interchangeably in these Special Conditions.

E. "Commercial Useful Function" or **"CUF"** means that a DBE is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and/or supervising the work involved. With respect to materials and supplies used on a contract, the DBE must be responsible for negotiating price, determining quantity and quality, ordering materials and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, the Authority will evaluate the amount of work subcontracted, industry practices, and other relevant factors. However, it is not a commercially useful function when a DBE's role is limited to that of an extra participant through which funds are passed to obtain the appearance of DBE participation on the contract.

F. "Disadvantaged Business Enterprise" or "**DBE"** means a small business certified by the Illinois Universal Certification Program (IL UCP) as a business owned and controlled by socially and economically disadvantaged individuals in accordance with USDOT Regulation 49 CFR Part 26.

G. "Directory" means the Directory of Certified Disadvantaged Business Enterprises maintained and published by IL UCP and entitled the "IL UCP DBE Directory." The directory is available at https://webapps.dot.illinois.gov/UCP/ExternalSearch. Proposers are responsible for verifying the current certification status of all proposed DBE's.

H. "Funding Source" means any source of funds used for an Authority contract. It includes, but is not limited to, funds provided by the US Department of Transportation (DOT), the Federal Transit Administration (FTA), the Illinois Department of Transportation (IDOT), the Regional Transportation Authority (RTA), the City of Chicago (City), the Federal Emergency Management Agency (FEMA), the Illinois Emergency Management Agency (IEMA), the US Department of Homeland Security (DHS) or the Department of Commerce and Economic Opportunity (DCEO).

I. "Good Faith Efforts" means efforts to achieve a DBE contract goal as specified in 49 CFR Part 26 and Section V hereof.

J. "IL UCP" means the Illinois Unified Certification Program.

K. "Joint Venture" means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Proposers may develop joint venture agreements as an instrument to provide participation by DBEs in contract work. A joint venture seeking to be credited for DBE participation may be formed among DBE firms or between a DBE firm and non-DBE firm.

In order to qualify for credit as a DBE, the DBE must be responsible for a distinct, clearly defined portion of the work and the DBE must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

L. "Purchasing Agent" means the Authority employee who holds the position of Vice President, Purchasing, or designee.

M. "Socially and Economically Disadvantaged Individuals" means any individual who is a citizen of the United States (or lawfully admitted permanent residents) and who is in the following groups, the members of which are rebuttably presumed to be socially and economically disadvantaged:

1. **"Black Americans"**, which includes persons having origins in any of the Black racial groups of Africa;

2. **"Hispanic Americans"**, which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

3. **"Native Americans"**, which includes persons who are American Indians, Eskimos,

Aleuts, or Native Hawaiians;

4. **"Asian-Pacific Americans"**, which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Thailand, Malaysia, Indonesia, Vietnam, Laos, Cambodia (Kampuchea), the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific (Republic of Palau), and the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia or Hong Kong; and

5. **"Subcontinent Asian Americans"**, which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka.

6. "**Women"**

7. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

The DBE Liaison Officer may determine on a case-by-case basis that individuals who are not members of one of the above-listed groups are socially and economically disadvantaged.

N. **"Subcontractor"** means the individual or firm that has a subordinate contract to that of the Contractor under which the materials or equipment are supplied or services or labor is performed.

O. **"USDOT" or "DOT"** refers to the U.S. Department of Transportation.

III. JOINT VENTURES

The DBE Liaison Officer will evaluate the Joint Venture agreement submitted on behalf of the proposed Joint Venture and all related documents to determine whether these DBE requirements have been satisfied. In addition, the DBE Liaison Officer will consider the record of the joint venturers as joint venturers on other Authority contracts, if any.

NOTE: DBE/non-DBE Joint Ventures are creditable at any tier. Whenever a Joint Venture is proposed as the prime Contractor, Authority requires that each joint venturer sign the Proposal submitted to the Authority.

IV. COUNTING DBE PARTICIPATION TOWARD THE CONTRACT GOAL

The inclusion of any DBE by the Proposer in its Proposal documents shall not conclusively establish the Proposer's eligibility for full DBE credit for the firm's participation in the contract. The amount of DBE participation credit shall be based upon an analysis by the DBE Liaison Officer of the specific duties which will be performed by the DBE.

The Proposer may count toward its DBE goal only expenditures to firms which are

currently certified by the IL UCP and which perform a CUF.

To determine whether a firm is performing a CUF, the DBE Liaison Officer will evaluate the amount of work subcontracted, industry practices and other relevant factors. The DBE Liaison Officer reserves the right to deny or limit DBE credit to the Proposer where any DBE is found to be engaged in substantial pass-through activities with others.

DBE participation shall be counted toward the DBE goal in the contract as follows:

A. Once a DBE is determined to be eligible in accordance with these rules, the total dollar value of the contract awarded to the DBE may be counted toward the DBE goal except as indicated below.

B. A Proposer may count toward its DBE goal that portion of the total dollar value of a contract with an eligible Joint Venture equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces. The Joint Venture agreement must clearly state the work to be performed by the DBE and the method of allocating a dollar value to that work for counting toward compliance with the DBE goal.

C. A DBE may enter into its own subcontracts, consistent with normal industry practices. Note that the DBE must perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE cannot subcontract a greater portion of the work of the contract than would be expected within normal industry practice for the type of work involved. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected within normal industry practice for the type of work involved, the DBE shall be presumed not to be performing a commercially useful function. Evidence may be presented by the Proposer involved to rebut this presumption.

D. When a DBE subcontracts a part of the work under the contract to another firm, the value of the subcontracted work may only be counted towards the DBE goal if the DBE's Subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count towards the DBE goal.

E. The Proposer may count one hundred percent (100%) of its expenditures for materials and supplies required under the contract and which are obtained from a DBE manufacturer towards the DBE goal. The Proposer may count sixty percent (60%) of its expenditures for material and supplies under the contract obtained from a DBE regular dealer towards its DBE goal. The Proposer may count forty percent (40%) of its expenditures for materials or supplies (including transportation costs) under the contract obtained from a DBE distributor towards its DBE goal. The terms "manufacturer", "regular dealer" and "distributor" are defined in 49 CFR Part 26.55(e)(1)(ii) and (2)(ii) and (3).

F. The Proposer may count towards its DBE goal expenditures to DBEs which are not manufacturers, regular dealers or distributors such as fees or commissions charged for

services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies and transportation charges as set forth in 49 CFR Part 26. However, the DBE Liaison Officer must determine the fee or charge to be reasonable and not excessive as compared with fees or charges customarily allowed for similar services.

G. The Proposer must use good business judgment when negotiating with Subcontractors and take a DBE's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using DBE firms is not sufficient reason to fail to meet the DBE goal set forth in the contract, as long as such costs are reasonable.

V. GOOD FAITH EFFORTS

In order to be responsive, a Proposer must make good faith efforts to meet the DBE contract goal set forth in the contract. The Proposer must document the good faith efforts it made in that regard. Thus, the Proposal submitted to the Authority must be accompanied by written documentation prepared by the Proposer evidencing all of its sufficient and reasonable good faith efforts toward fulfilling the goal. These efforts must be active steps, and ones, which could reasonably be expected to lead to sufficient DBE participation to meet the contract DBE contract goal. Mere *pro forma* efforts are not acceptable and will be rejected by the DBE Liaison Officer.

Good Faith Efforts require that the Proposer consider all qualified DBEs who express an interest in performing work under the contract. This means that the Proposer cannot reject a DBE as unqualified unless the Proposer has sound reasons based on a thorough investigation of the DBE's capabilities. Further, the DBE's standing within its industry, membership in specific groups, organizations or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of DBE Proposals in the Contractor's efforts to meet the contract DBE contract goal.

The following list, which is not exclusive or exhaustive, sets forth the types of actions, which indicate good faith efforts on the part of a Proposer to meet the DBE goal. The extent and type of actions required will vary depending on such things as industry practice; the time available for submitting a Proposal and the type of contract involved.

A. If submitted, implementation of the outreach activities and utilization efforts as described in Contractor's Diversity Outreach Plan, as evidenced in the reports and documentation provided in accordance with Section VII.

B. Attendance at a pre-Proposal meeting, if any, scheduled by the Authority to inform DBEs of subcontracting opportunities under a given solicitation.

C. Advertisement in general circulation media, trade association publications, and minority-focus media for at least twenty (20) days before Proposals are due. If 20 days are not reasonably available due to the timing of the Authority's Proposal opening date, publication for a shorter reasonable time is acceptable.

D. Written notification to capable DBEs that their interest in the contract is solicited.

E. Documentation of efforts to negotiate with DBEs for specific sub-contracts including at a minimum:

1. The names, addresses, and telephone numbers of DBEs that were contacted and the date(s) of contact;

2. A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed; and

3. A statement explaining why additional agreements with DBEs were not reached.

F. For each DBE the Proposer contacted but rejected as unqualified, the reason for the Proposer's conclusion.

G. Documentation of efforts made to assist the DBEs contacted that needed assistance in obtaining bonding or insurance required by the Proposer or the Authority.

H. Documentation of efforts to utilize the services of small business organizations, community and contractor groups to locate qualified DBEs.

I. Documentation that the Proposer has broken out contract work items into economically feasible units in fields where there are available DBE firms to perform the work.

J. Evidence that adequate information was provided to interested DBEs about the plans, specifications and requirements of the contract, and that such information was communicated in a timely manner.

K. Documentation of any efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services from third parties.

VI. GOOD FAITH EFFORTS RECONSIDERATION

If it is determined that the apparent successful Proposer(s) has failed to show good faith efforts to meet the contract DBE goal through participation, documentation of good faith efforts to meet the contract goal and/or a combination of the two, the Authority will provide it with **ONE** opportunity for administrative reconsideration before the Authority awards the contract to another Proposer. This reconsideration will include the following:

A. The Proposer will be permitted to either provide written evidence or to present oral argument at a pre-scheduled time that the documentation it submitted with its bid met the DBE goal and/or documented good faith efforts to do so. **No new evidence of good faith efforts may be presented after the bid submission deadline.**

B. The Authority's Reconsideration Officer will review the evidence presented by the Proposer

and issue a written determination that the Proposer has: 1) met the DBE goal; 2) not met the DBE goal but has made adequate good faith efforts to do so; or 3) has not met the DBE goal and the good faith efforts made were not adequate.

C. The decision of the Authority's Reconsideration Officer is final and may not be appealed to the Authority or its funding agencies.

D. The Authority will not award a contract to any Proposer who does not meet the contract DBE contract goal through participation by DBEs on the proposed contract or documentation of sufficient good faith efforts to meet that goal or a combination of the two. Thus, it is essential that all Proposers submit ALL relevant documentation concerning DBE participation on the proposed contract and/or good faith efforts to meet the DBE goal in the envelope or package containing their sealed bids.

VII. PROCEDURE TO DETERMINE PROPOSAL COMPLIANCE

A. If the Proposer is a Joint Venture, the Proposer as well as the Joint Venture partner **MUST** complete and sign a Schedule B.

B. A DBE Subcontractor of any tier, DBE Joint Venture partner and/or the Proposer if it is a DBE **MUST** complete and sign a Schedule C.

C. The Proposer **MUST** complete and sign a Schedule D.

All completed schedules **MUST** be submitted with your sealed Proposal if a) your firm is a DBE, b) you plan to use one or more DBE subcontractors, or c) you are requesting good faith efforts. If there is a zero percent (0%) DBE goal or if a DBE goal is deemed not applicable, then completed schedules must only be submitted if there is a DBE firm as part of your Proposal/proposal.

In addition, any documentation evidencing the Proposer's good faith efforts to meet the contract DBE goal must be submitted with the initial Proposal. Any Proposals submitted without completed and executed Schedules as indicated above and/or evidence of good faith efforts will be deemed non-responsive, and their Proposals will be rejected by the Authority.

D. Letters of Certification

1. A copy of each proposed DBE firm's current Letter of Certification or No Change Affidavit ("NCA") from the DBE's certifying agency should be submitted with the Proposal.

ALL CERTIFICATIONS MUST BE PRE-CERTIFICATIONS. This means that the DBE's certification must be issued before the due date for Proposals.

2. All Letters of Certification or NCA issued by the DBE's certifying agency must include a statement of the DBE firm's area of specialization, relevant North American

Industry Classification System ("NAICS") codes, and appropriate DBE goal credit (see Section IV. COUNTING DBE PARTICIPATION TOWARD THE CONTRACT GOAL). The DBE's scope of work set forth on Schedule C must conform to its stated area of specialization. Where a DBE is proposed to perform work not covered by its area of specialization, the DBE must request an expansion of its area of specialization from its certifying agency in writing prior to the time set by the Authority for Proposal opening. Further, the DBE's request for a new area of specialization must be approved by the certifying agency so that the DBE is certified in the expanded area of specialization prior to the award of the contract.

E. Joint Ventures

1. Where the Proposer is a Joint Venture that includes a DBE joint venturer, the Proposer must submit a fully executed copy of the Joint Venture agreement with its Proposal. The Joint Venture agreement must show that the DBE firm will be responsible for a clearly defined portion of the work to be performed, and that the DBE firm's capital contribution, control, management, risks and profits are commensurate with its ownership interest.

2. Further, if the Proposer is counting the DBE joint venturer's participation in the Joint Venture toward meeting the DBE goal on Schedule B, the Joint Venture agreement must include specific details related to: 1) contributions of capital and equipment by each Joint Venture member; 2) work items to be performed by the DBE's own forces and the dollar value thereof; 3) work items to be performed under the supervision of the DBE; 4) the DBE's management, supervisory and operating personnel to be dedicated to the performance of the project and the dollar value thereof; and (5) the authority of each joint venturer to contractually obligate the Joint Venture and to expend funds. Failure to submit a copy of a Joint Venture agreement that addresses each of the foregoing requirements will result in the DBE participation in the Joint Venture being ineligible for counting toward the DBE goal and cause the Joint Venture to be considered by the Authority to be non-responsible and its Proposal to be non-responsive.

F. Bidder's List

The Proposer must also submit a Bidder's List at the initial submission of their Proposal, consisting of information about all Subcontractors that submitted a Proposal or quote. The Bidder's List will include the name, address including zip code, DBE/non-DBE status, Race/Ethnicity and gender information for the firm's majority owner, NAICS code applicable to each scope of work the firm sought to perform in its Proposal, age of firm and the appropriate range of annual gross receipts. The Proposer should utilize the form found in CTA's e-procurement platform. **For solicitations that are eligible for FTA funding, failure to submit the Bidder's List with the proposal will result in the proposal being deemed non-responsive and will be excluded from further consideration.** However, should additional information or clarification be required, it must be provided within five (5) business days of request. For solicitations that are not eligible for FTA funding, the Bidder's

List must be submitted with the bid/ proposal or within five (5) business days of CTA's request.

VIII. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

A. The Proposer shall, within seven (7) calendar days of contract award, or prior to any work being performed by any Subcontractor of any tier, execute written subcontracts or purchase orders with the Subcontractors included in the Proposal. In the event the Proposer cannot complete the agreement with one or more Subcontractors within this seven (7) day period, the Proposer must provide a written explanation for the delay and an estimated date by which the written agreement will be completed to the DBE Liaison Officer. These written agreements shall be made available to the DBE Liaison Officer upon request. **All contracts between the Proposer and its Subcontractors must contain the following clauses as set forth in section IX and XI herein: prompt payment clause, retainage clause, and non-discrimination clause.**

B. The Contractor must utilize the Authority's Diversity Management System ("B2GNow"), https://cta.dbesystem.com/, which provides the Contractor an easy-to-use, web-based service for reporting payments rendered to **all Subcontractors**.

The Contractor will receive an electronic alert for every payment received from the Authority and must report all Subcontractor payments in B2GNow no later than seven (7) calendar days after paying the Subcontractor(s). **Failure to follow these directions may delay payment.**

C. The Contractor will be expected to respond to desk audits performed at the contract's quarterly milestones. Requests for information will include, but are not limited to, subcontractor invoices and proof of payment (i.e., cancelled check or electronic fund transfer ("EFT") statement).

IX. PROMPT PAYMENT TO SUBCONTRACTORS

A. The Contractor is required to pay each first tier Subcontractor for all Work that the Subcontractor has performed to the satisfaction of the CTA no later than fourteen (14) days after the Contractor has received payment from the CTA for that Work, and each tier of Subcontractors must likewise pay the next lower tier of Subcontractors within fourteen (14) calendar days after receiving payment. **The Contractor agrees to include these assurances in all subcontracts and require its Subcontractors to include these assurances in their subcontracts.**

B. If this Contract provides for retainage, the CTA will make partial payments of retainage amounts for distinct portions of the Work that have been satisfactorily completed; the Contractor must then remit to each first-tier Subcontractor its share of any retainage within fourteen (14) days after receipt of such retainage from CTA, and each tier of Subcontractors must likewise remit retainage to the next lower tier of Subcontractors within fourteen (14) calendar days after receiving payment. If this Contract does not provide for retainage, then neither Contractor nor any Subcontractor may withhold retainage from a Subcontractor.

Retainage must be reported in B2GNow. **The Contractor agrees to include these assurances in all subcontracts and require its Subcontractors to include these assurances in their subcontracts.**

C. A delay in or postponement of payment to the Subcontractor requires good cause and prior written approval of the Authority.

D. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.

E. The Authority will not pay the Contractor for work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing with the Authority of lien waivers, canceled checks (if requested) and the Contractor's sworn statement that it has complied with the prompt payment requirements. Prime Contractors must submit a prompt payment affidavit (form to be provided by the Authority) which identify each Subcontractor (both DBE and non-DBE) and the date and amount of the last payment to such Subcontractor, with every payment request filed with Authority, except for the first payment request, on every contract with the Authority.

F. Failure to comply with these prompt payment requirements is a breach of the Contract which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment. In addition, Contractor's failure to promptly pay its Subcontractors may also be subject to the provisions of 50 ILCS 505/9.

X. DBE SUBSTITUTIONS

A. Arbitrary changes by the Proposer of the DBE participation commitments previously indicated in **Schedule D** are prohibited. No changes may be made by the Proposer to the DBE firms listed on Schedule D after the opening of Proposals but prior to contract award. However, in the event the Purchasing Agent, after consulting with the Diversity Programs Department, determines that a critical DBE Subcontractor is non-responsible, the Authority may require that Proposer replace the non-responsible DBE Subcontractor prior to contract award. In that event, Proposer must replace the non-responsible DBE Subcontractor with a responsible, certified DBE Subcontractor or document adequate good faith efforts as set forth in Section V hereof, must submit all information required in subsection C.5 hereof, and must receive the prior written approval of the DBE Liaison Officer for such substitution.

B. Further, after contract award, the Contractor shall neither terminate a DBE subcontract for convenience, nor reduce the scope of the work to be performed by a DBE, nor decrease the price to a DBE, without receiving prior written approval of the DBE Liaison Officer. Such approval is required even if the DBE agrees with the change to the DBE's Subcontract desired by the Contractor.

C. It may become necessary, at times, for the Contractor to substitute a Subcontractor in order

to complete the contract work. The substitution procedure to be followed when the Subcontractor being substituted is a DBE is:

1. The Contractor must immediately notify the Purchasing Agent and the DBE Liaison Officer, in writing, of the proposed substitution of Subcontractor. The Contractor's notification must include the specific reasons it intends to reduce the scope of or terminate a DBE subcontract; adequate documentation to support the Contractor's proposed action; and a proposed substitute firm to complete the DBE's portion of work.

2. Before transmitting the request for substitution to the Director, Diversity Programs, the contractor must give notice in writing to the DBE subcontractor of its intent to terminate and/or substitute and the reason for the request. The Contractor must give the DBE five (5) calendar days to respond to the request and advise the Authority and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract. If required in a particular case as a matter of public necessity (e.g., safety), the Contractor may provide a response period shorter than five days.

3. The following is a non-exclusive list of the types of reasons, which justify substitution: the DBE was found not to be able to perform, or not to be able to perform on time; the DBE's work product was not acceptable; the DBE demands an unreasonable escalation of its price.

   The following is a non-exclusive list of the types of reasons which do not justify substitution: a replacement firm has been recruited by the Contractor to perform the same work under more advantageous terms; performance issues by the DBE were disputed and every reasonable effort to have the dispute resolved or mediated has not been taken; the DBE has requested a reasonable price escalation which may be justified due to unforeseen circumstances (e.g., a change in scope of DBE's work).

4. If the Subcontractor to be substituted for the DBE is not a DBE, the Contractor must document adequate good faith efforts as set forth in Section V hereof.

5. The Contractor's request for approval of a substitution must include the name, address, and principal official of the proposed substitute Subcontractor and the dollar value and scope of work of the proposed subcontract. If the new Subcontractor is a DBE, all DBE affidavits and documents required by **Schedule C** shall be attached.

6. The Authority will evaluate the submitted documentation and respond within fifteen (15) calendar days to the request for approval of the substitution. The Authority's response may approve the request, seek more information, and request an interview to clarify the problem or reject the proposed DBE substitution, with the reasons for the rejection stated in the Authority's response. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Authority will respond as soon as practicable.

7. Actual substitution by the Contractor may not be made prior to the Authority's approval. Once notified of the Authority's approval, the substitute subcontract must be executed within five (5) calendar days, and a copy submitted to the DBE Liaison Officer.

D. The Authority will not approve extra payment for escalated costs incurred by the Contractor when a substitution of Subcontractors becomes necessary in order to comply with the DBE requirements of the contract.

XI. NON-COMPLIANCE

A. Failure to comply with the DBE requirements of the contract or with the DBE substitution procedures, failure to use DBEs as stated in the Proposal or failure to implement the Diversity Outreach Plan constitutes a material breach of contract. The DBE Liaison Officer shall have the discretion to recommend to the Authority's Purchasing Agent that the Authority apply suitable sanctions to the Contractor if the Contractor is found to be in non-compliance with the DBE requirements. Such sanctions include, but are not limited to, withholding payment to the Contractor until corrective action is taken; suspension and/or termination of the contract, in whole or in part; declaring the Contractor non-responsible; and debarring or suspending the Contractor from entering into future contracts with the Authority.

B. The failure by the Contractor to use a DBE Subcontractor to the extent the Contractor committed to use said DBE gives the underutilized DBE specific contract remedies, including the right to damages, the right to resolve the dispute by binding arbitration before an independent arbitrator and the right to recover its reasonable expenses, including attorneys' fees, if the DBE is the prevailing party, as follows:

1. Damages. In the event the Contractor has not complied with the contractual DBE percentage and the change to the contractual DBE usage has not been approved by the Authority, an affected DBE may recover from the Contractor damages suffered by said DBE as a result of being underutilized. This provision is intended for the benefit of any DBE affected by underutilization and grants such entity third party beneficiary rights under the contract. Any rights conferred by this provision are non-waivable and take precedence over any conflicting provisions in the agreement between the Contractor and the DBE.

2. Arbitration procedures. If requested by the DBE, the DBE shall have the right to initiate binding arbitration of any dispute concerning damages suffered as a result of being underutilized. A DBE desiring to arbitrate must notify the Contractor in writing to initiate the arbitration process. Unless the affected parties agree to a different schedule in writing, within ten (10) days of receipt by the Contractor of the intent to arbitrate from the DBE, the above-described disputes must be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601. All such arbitrations must be initiated by the DBE

filing a demand for arbitration with the AAA; must be conducted by the AAA; and must be held in Chicago, Illinois.

3. Fees. All fees of the arbitrator are the initial responsibility of the DBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorneys' and arbitrator fees, as damages to a prevailing DBE.

4. Entry of judgment. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

C. In addition, federal and state laws apply to false representations, deception and fraud:

1. Illinois Law. Under Illinois law, it is a Class 2 felony to make certain false representations as to the status of a person or entity in obtaining a governmental contract. In addition, any person convicted of this felony offense must pay to the governmental unit that issued the contract a penalty equal to one and a half times the amount of the contract. (720 ILCS 5/17-29)

2. Federal Law. False, fraudulent, or deceitful statements made in connection with DBE participation in DOT assisted programs could also result in liability under 49 CFR Part 31, Program Fraud and Civil Remedies and possible prosecution under 18 U.S.C. 1001.

D. If the Contractor does not pay any Subcontractor listed on a pay request or return a Subcontractor's retainage within the time limits required under the Prompt Payment provision of the contract, the Contractor must pay the Subcontractor an additional amount for interest at the lower of one percent (1%) per month or the highest lawful rate on the outstanding balance, for each month, prorated per diem for any partial month, that the Contractor fails or refuses to pay the Subcontractor. **All agreements between the Contractor and its Subcontractors must provide for interest as set forth herein for all contracts.**

E. The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate, which may include but is not limited to:

1) Termination of contract;

2) Assessing sanctions;

3) Withholding monthly progress payments;

4) Liquidated damages; and/or

5) Disqualifying the contractor from future bidding as non-responsible**.**

The Contractor agrees to include this assurance in all subcontracts and require its Subcontractors to include these assurances in their subcontracts.

F. The Contractor and Subcontractor shall comply with the requirements of the Illinois Human Rights Act (775 ILCS 5/1-100, et seq.) and the Illinois Public Works Employment Discrimination Act (775 ILCS 5/10/0.01, et seq.) and shall refrain from unlawful discrimination under Illinois law in the performance of this contract. The failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate. **The Contractor agrees to include this assurance in all subcontracts and require its Subcontractors to include these assurances in their subcontracts.**

G. The Contractor certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Authority's requirements and have not violated any City or sister agency policy, codes, state, federal, or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the contractor becomes aware of such information, it must immediately disclose it to the Authority.

XII. RECORD KEEPING

The Contractor shall maintain records of all relevant data with respect to the utilization of DBEs and shall retain these records for a period of at least three (3) years after final acceptance of the work. Full access to said records shall be granted to the Authority, its Federal and/or State funding agencies, the U.S. Department of Justice, the USDOT, the Illinois Office of Inspector General and any duly authorized representatives thereof.

XIII. MINORITY FINANCIAL INSTITUTIONS

The Proposer will utilize financial institutions owned and controlled by socially and economically disadvantaged individuals and community banks as described in its Diversity Outreach Plan if required and in accordance with other applicable provisions of the Contract. Information about such institutions is available on-line at
http://www.federalreserve.gov/releases/mob/current/default.htm and
https://www.fdic.gov/regulations/resources/cbi/data.html.

GUIDANCE CONCERNING GOOD FAITH EFFORTS (49 CFR – 26.53)

In order to be responsive, a bidder must make good faith efforts to meet the DBE/SBE participation goal set forth in the contract. The bidder must document the good faith efforts it made in that regard. Thus, the Bid/Proposal submitted to the Authority must be accompanied by written documentation prepared by the bidder/proposer evidencing all of its sufficient and reasonable good faith efforts toward fulfilling the goal. These efforts must be active steps, and ones, which could reasonably be expected to lead to sufficient DBE/SBE participation to meet the contract DBE/SBE participation goal. Mere *pro forma* efforts are not acceptable and will be rejected by the DBE Liaison Officer (DBELO). Good Faith Efforts require that the bidder/proposer consider all qualified DBE/SBE firms, who express an interest in performing work under the contract. This means that the bidder/proposer cannot reject a DBE/SBE as unqualified unless the bidder has sound reasons based on a thorough investigation of the DBE/SBE firm's capabilities. Further, the DBE/SBE firm's standing within its industry, membership in specific groups, organizations or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the contract DBE/SBE participation goal. The following list, which is not exclusive or exhaustive, sets forth the types of actions, which indicate good faith efforts on the part of a bidder/proposer to meet the DBE/SBE goal. The extent and type of actions required will vary depending on such things as industry practice; the time available for submitting a bid and the type of contract involved.

- Attendance at a pre-bid meeting, if any, scheduled by the Authority to inform DBE/SBE firms of subcontracting opportunities under a given solicitation.
- Advertisement in general circulation media, trade association publications, and minority-focus media for at least twenty (20) days before bids are due. If 20 days are not available, publication for a shorter reasonable time is acceptable.
- Written notification to capable DBE/SBE firms that their interest in the contract is solicited.
- Documentation of efforts to negotiate with DBE/SBE firms for specific sub-contracts including at a minimum:
    - The names, addresses, and telephone numbers of DBE/SBE firms that were contacted and the date(s) of contact.
    - A description of the information provided to DBE/SBE firms regarding the plans and specifications for portions of the work to be performed.
    - A statement explaining why additional agreements with DBE/SBE firms were not reached.
- For each DBE/SBE the bidder/proposer contacted but rejected as unqualified, the reason for the conclusion.
- Documentation of efforts made to assist the DBE/SBE firms contacted that needed assistance in obtaining bonding or insurance required by the bidder/proposer or the Authority.
- Documentation of efforts to utilize the services of small business organizations, community and contractor groups to locate qualified DBE/SBE firms.
- Documentation that the bidder/proposer has broken out contract work items into economically feasible units in fields where there are available DBE/SBE firms to perform the work.
- Evidence that adequate information was provided to interested DBE/SBE firms about the plans, specifications and requirements of the contract, and that such information was communicated in a timely manner.
- Documentation of any efforts made to assist interested DBE/SBE firms in obtaining necessary equipment, supplies, materials or related assistance or services.

DBE – SCHEDULES

INSTRUCTION PAGE

1. **Do not submit the *Instructions Page*.**
2. Joint ventures that intend to count participation by a **DBE** as a joint venture partner toward the **DBE** goal must complete a **Schedule B** and attach a copy of the joint venture agreement. The **DBE** joint venture partner(s) must also complete a **Schedule C** and be included on the **Schedule D**.
3. All **DBE** firms included on the **Schedule D** must complete a **Schedule C**.
   a. **Schedule C-2** is to be used for **NON-CONSTRUCTION** contracts, **excluding** task order based contracts.
4. Identify **all DBE** firms (1st tier, 2nd tier, etc.) for total DBE utilization on **Schedule D**. If you need to use additional pages, number pages accordingly.
5. Verify that **all Schedules** are filled out completely; compliance staff cannot make assumptions for blank spaces.
6. Confirm that the **Bidder's List** has been accurately filled out and submitted. Its submission is required for a complete bid.
7. Attach a copy of each **DBE's** most recent **Letter of Certification** and include the date of the **DBE's** next **Declaration of Eligibility (DOE).**
8. When calculating DBE participation percentage, use total bid amount (including overhead and profit) as the denominator.
9. Use the chart below for counting credit based on the work the DBE firm will be performing. Subcontracting firms performing labor or services on the contract that are not identified in the work categories below will receive 100% credit pending review by the Authority:

DBE WORK CATEGORIES

Work Categories	Credit (%)
Joint Venture partner	100% of work performed
Manufacturer	100%
Trucking	100%
Regular Dealer	60%
Broker	Fees and/or commission

Definitions

***Joint venture*:** An association of a **DBE** firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the **DBE** is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

***Manufacturer*:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

***Trucking*:** A firm that owns and operates at least one fully licensed, insured, and operational truck. If the **DBE** leases trucks from a **non-DBE** firm, credit will only be assessed for the total value of transportation services provided by **non-DBE** leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by **DBE-owned** trucks or leased

trucks with **DBE** employee drivers.

***Regular Dealer*:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

***Broker dealers*:** A supplier that is neither a manufacturer nor a regular dealer.

***Schedule B*:** Refers to the **Affidavit of Joint Venture**, which confirms the association of a **DBE** firm and one or more other firm(s) to carry out a single, for-profit business enterprise.

***Schedule C*:** Refers to the **Participant Statement** that is completed by the certified **DBE** firm(s) and **Bidder** that is included on the **Schedule D.**

***Schedule D*:** Refers to the **DBE Utilization Plan**, completed by the **Bidder** showing the overall breakdown of each **DBE** firm: their tier, work category and scope of work and the contract dollar amount or their participation percentage of the contract.

DBE - SCHEDULE B

AFFIDAVIT OF JOINT VENTURE

JOINT VENTURE INFORMATION

a. **NAME OF JOINT VENTURE:** _____

b. **ADDRESS:** _____

c. **PHONE NUMBER:** (_____) _____ - _____

JOINT VENTURE PARTNERS INFORMATION (attach additional pages if necessary)

a. **FIRM A**

i. **FIRM NAME:** _____

ii. **ADDRESS:** _____

iii. **PHONE NUMBER:** (_____) _____ - _____

iv. **DBE CERTIFIED:** YES NO

b. **FIRM B**

i. **FIRM NAME:** _____

ii. **ADDRESS:** _____

iii. **PHONE NUMBER:** (_____) _____ - _____

iv. **DBE CERTIFIED:** YES NO

c. **FIRM C**

i. **FIRM NAME:** _____

ii. **ADDRESS:** _____

iii. **PHONE NUMBER:** (_____) _____ - _____

iv. **DBE CERTIFIED:** YES NO

ROLE(S) OF DBE FIRM(S) (attach additional pages if necessary)

Describe the role(s) of the DBE firm(s) in the joint venture: _____

_____

_____

_____

_____

_____

The Authority reserves the right to request additional information or documentation for the purpose of evaluation or clarification. The additional information or clarification must be provided within **five (5)** business days of request. Failure to respond may result in the bid being deemed non-responsive and may be excluded from further consideration.

DBE - SCHEDULE B

AFFIDAVIT OF JOINT VENTURE

JOINT VENTURE AGREEMENT

☐ **Attach a copy of the joint venture agreement.**

In order to demonstrate the DBE venture(s)'s share in the ownership, control management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the DBE's own forces, (3) work items to be performed under the supervision of the DBE venture(s); and (4) the commitment of management, supervisory and operative personnel employed by the DBE to be dedicated to the performance of the project.

DBE CERTIFICATION

☐ **Attach a copy of the DBE firm(s) certification letter which shows the date of their next No Change Affidavit (NCA).**

JOINT VENTURE OWNERSHIP

a. **AGREEMENTS**

☐ **Attach a copy of all written agreements between the firms concerning this project.**

b. **PERCENTAGE OF OWNERSHIP**

i. **DBE OWNERSHIP PERCENTAGE(S):** _____%

ii. **NON-DBE OWNERSHIP PERCENTAGE(S):** _____%

c. **PROFIT & LOSS**

i. **DBE OWNERSHIP PERCENTAGE(S):** _____%

ii. **NON-DBE OWNERSHIP PERCENTAGE(S):** _____%

d. **CAPITAL CONTRIBUTIONS** (attach additional pages if necessary)
Provide a detailed description of the initial and anticipated on-going financial contributions for each firm participating in this joint venture.

_____

_____

_____

_____

e. **CONTRIBUTION OF EQUIPMENT** (attach additional pages if necessary)
Provide a detailed description of equipment to be provided by each firm participating in this joint venture. Description should include the type, quality, and quantities.

_____

_____

_____

_____

The Authority reserves the right to request additional information or documentation for the purpose of evaluation or clarification. The additional information or clarification must be provided within **five (5)** business days of request. Failure to respond may result in the bid being deemed non-responsive and may be excluded from further consideration.

f. **OTHER APPLICABLE OWNERSHIP INTERESTS** (attach additional pages if necessary)
Provide a detailed description of any other applicable ownership interests including, but not limited to, ownership options and agreements which restrict or limit ownership and/or control.

_____

_____

_____

_____

g. **CURRENT CTA CONTRACTS** (attach additional pages if necessary)
Provide a detailed description of ALL current CTA contracts and completed CTA contracts during the past two (2) years by any of the firms participating in this joint venture.

_____

_____

_____

_____

CONTROL OF THE JOINT VENTURE
Identify name and firm of the individuals who are, or will be, responsible for and have the authority to engage in the following management functions and policy decisions. Indicate any limitations to their authority such as dollar limits and co-signatory requirements.

a. **CHECK SIGNING:** _____

_____

b. **AUTHORITY TO ENTER INTO CONTRACTS:** _____

_____

c. **SIGNING, CO-SIGNING, AND/OR COLLATERALIZING LOANS:** _____

_____

d. **ACQUISITIONS OF LINE(S) OF CREDIT:** _____

_____

e. **ACQUISITION AND INDEMINIFICATION OF PAYMENT AND PERFORMANCE BONDS:** _____

_____

f. **NEGOTIATING AND SIGNING LABOR AGREEMENTS:** _____

_____

DBE - SCHEDULE B

AFFIDAVIT OF JOINT VENTURE

MANAGEMENT OF CONTRACT PERFORMANCE (Identify name(s) and firm(s) only)

i. **SUPERVISION OF FIELD OPERATIONS:** _____

ii. **MAJOR PURCHASES:** _____

iii. **ESTIMATING:** _____

iv. **ENGINEERING:** _____

FINANCIAL CONTROLS OF JOINT VENTURE

a. **WHICH INDIVIDUAL(S) AND/OR FIRM(S) WILL BE RESPONSIBLE FOR KEEPING THE BOOKS OF ACCOUNTS?**

_____

b. **IDENTIFY THE "MANAGING PARTNER", IF ANY, AND DESCRIBE THE MEANS AND MEASURE OF THEIR COMPENSATION:**

_____

_____

_____

c. **WHAT AUTHORITY DOES EACH FIRM PARTICIPATING IN THIS JOINT VENTURE HAVE TO COMMIT OR OBLIGATE THE OTHER TO INSURANCE AND BONDING COMPANIES, FINANCIAL INSTITUTIONS, SUPPLIES, SUBCONTRACTORS, AND/OR OTHER PARTIES PARTICIPATING IN THE PERFORMANCE OF THIS CONTRACT OR THE WORK OF THIS PROJECT?**

_____

_____

_____

_____

_____

PERSONNEL
Identify the number of personnel (by trade and profession) from each firm needed to perform the joint venture's work under this contract. Attach additional pages if necessary.

TRADE	FIRM A: _____	FIRM B: _____	FIRM C: _____

The Authority reserves the right to request additional information or documentation for the purpose of evaluation or clarification. The additional information or clarification must be provided within **five (5)** business days of request. Failure to respond may result in the bid being deemed non-responsive and may be excluded from further consideration.

DBE - SCHEDULE B

AFFIDAVIT OF JOINT VENTURE

PROFESSION	FIRM A: _____	FIRM B: _____	FIRM C: _____
PROFESSIONAL			
ADMINISTRATIVE			
UNSKILLED LABOR			

a. **ARE ANY PROPOSED JOINT VENUTRE EMPLOYEES CURRENTLY EMPLOYED BY ANY FIRM PARTICIPATIN IN THIS JOINT VENTURE?** ☐ YES ☐ NO

NO. EMPLOYED BY FIRM A: _____

NO. EMPLOYED BY FIRM B: _____

NO. EMPLOYED BY FIRM C: _____

b. **IDENTIFY NAME AND FIRM OF THE INDIVIDUAL WHO WILL BE RESPONSIBLE FOR JOINT VENTURE HIRING?**

_____

ADDITIONAL INFORMATION

Please state any other material facts and additional information pertinent to the control and structure of this joint venture.

_____

_____

_____

_____

_____

_____

_____

_____

The Authority reserves the right to request additional information or documentation for the purpose of evaluation or clarification. The additional information or clarification must be provided within **five (5)** business days of request. Failure to respond may result in the bid being deemed non-responsive and may be excluded from further consideration.

DBE - SCHEDULE B

AFFIDAVIT OF JOINT VENTURE

The undersigned affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each firm in the undertaking. Further, the undersigned covenant and agree, under which work is done for CTA by the firm, to provide to CTA current, complete and accurate information regarding actual joint venture work and the payment therefor, and any proposed changes to any provision of the joint venture, or those of each firm relevant to the joint venture by authorized representatives of CTA or any of its funding agencies.

Any misrepresentation regarding the status of a person or an entity in order to qualify for DBE status may result in conviction for a Class 2 felony, including a penalty for one and a half times the value of the contract. Material misrepresentation on any matter will also be grounds for terminating any contract which may be awarded, and for initiating action under federal or state laws concerning false statements.

NOTE: If, after filing this Schedule B and before the completion of the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the Director of Diversity Programs directly in writing or through the prime contractor if the joint venture is a subcontractor.

The Contractor certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Authority's requirements and have not violated any City or sister agency policy, codes, state, federal, or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the contractor becomes aware of such information, it must immediately disclose it to the Authority.

Under penalties of perjury as provided by law, the undersigned certifies that the statements set forth in the foregoing DBE Schedule are true and correct.

Signature of Owner, President, or Authorized Agent of Firm A	**Name of Firm A**
Printed Name of Owner, President, or Authorized Agent of Firm A	**Printed Title**
Date	**Phone**

The Authority reserves the right to request additional information or documentation for the purpose of evaluation or clarification. The additional information or clarification must be provided within **five (5)** business days of request. Failure to respond will result in the bid being deemed non-responsive and will be excluded from further consideration.

DBE - SCHEDULE B

AFFIDAVIT OF JOINT VENTURE

The undersigned affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each firm in the undertaking. Further, the undersigned covenant and agree, under which work is done for CTA by the firm, to provide to CTA current, complete and accurate information regarding actual joint venture work and the payment therefor, and any proposed changes to any provision of the joint venture, or those of each firm relevant to the joint venture by authorized representatives of CTA or any of its funding agencies.

Any misrepresentation regarding the status of a person or an entity in order to qualify for DBE status may result in conviction for a Class 2 felony, including a penalty for one and a half times the value of the contract. Material misrepresentation on any matter will also be grounds for terminating any contract which may be awarded, and for initiating action under federal or state laws concerning false statements.

NOTE: If, after filing this Schedule B and before the completion of the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the Director of Diversity Programs directly in writing or through the prime contractor if the joint venture is a subcontractor.

The Contractor certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Authority's requirements and have not violated any City or sister agency policy, codes, state, federal, or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the contractor becomes aware of such information, it must immediately disclose it to the Authority.

Under penalties of perjury as provided by law, the undersigned certifies that the statements set forth in the foregoing DBE Schedule are true and correct.

Signature of Owner, President, or Authorized Agent of Firm B	**Name of Firm B**
Printed Name of Owner, President, or Authorized Agent of Firm B	**Printed Title**
Date	**Phone**

The Authority reserves the right to request additional information or documentation for the purpose of evaluation or clarification. The additional information or clarification must be provided within **five (5)** business days of request. Failure to respond will result in the bid being deemed non-responsive and will be excluded from further consideration.

DBE - SCHEDULE B

AFFIDAVIT OF JOINT VENTURE

The undersigned affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each firm in the undertaking. Further, the undersigned covenant and agree, under which work is done for CTA by the firm, to provide to CTA current, complete and accurate information regarding actual joint venture work and the payment therefor, and any proposed changes to any provision of the joint venture, or those of each firm relevant to the joint venture by authorized representatives of CTA or any of its funding agencies.

Any misrepresentation regarding the status of a person or an entity in order to qualify for DBE status may result in conviction for a Class 2 felony, including a penalty for one and a half times the value of the contract. Material misrepresentation on any matter will also be grounds for terminating any contract which may be awarded, and for initiating action under federal or state laws concerning false statements.

NOTE: If, after filing this Schedule B and before the completion of the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the Director of Diversity Programs directly in writing or through the prime contractor if the joint venture is a subcontractor.

The Contractor certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Authority's requirements and have not violated any City or sister agency policy, codes, state, federal, or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the contractor becomes aware of such information, it must immediately disclose it to the Authority.

Under penalties of perjury as provided by law, the undersigned certifies that the statements set forth in the foregoing DBE Schedule are true and correct.

Signature of Owner, President, or Authorized Agent of Firm C	**Name of Firm C**
Printed Name of Owner, President, or Authorized Agent of Firm C	**Printed Title**
Date	**Phone**

The Authority reserves the right to request additional information or documentation for the purpose of evaluation or clarification. The additional information or clarification must be provided within **five (5)** business days of request. Failure to respond will result in the bid being deemed non-responsive and will be excluded from further consideration.

OMB Control #2105-0586 (Exp. 5/31/2027)

U.S. Department of Transportation

DBE Regular Dealer/Distributor Affirmation Form

Bidder Name:

Contract Name/Number:

Sections 26.53(c)(1) of Title 49 Code of Federal Regulations requires recipients to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 26.55(e)(2)(iv)(A),(B),(C), and (3) under the contract at issue. The regulation requires the recipient's preliminary determination to be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. The U.S. Department of Transportation is providing this form as a tool for recipients, prime contractors, regular dealers, and distributors to use to carry out their respective responsibilities under this regulation. The form may be used by each DBE supplier whose participation is submitted by a bidder for regular dealer or distributor credit on a federally-assisted contract with a DBE participation goal. The form may also be used by prime contractors in connection with DBE regular dealer or distributor participation submitted after a contract has been awarded provided such participation is subject to the recipient's prior evaluation and approval. If this form is used, it should be accompanied by the bidder's commitment, contract, or purchase order showing the materials the DBE regular dealer or distributor is supplying. Use of this tool is not mandatory. If a recipient chooses a different method for complying with Section 26.53(c)(1), it must include that method in its DBE Program Plan.

DBE Name:

Total Subcontract/Purchase Order Amount:

Authorized DBE Representative (Name and Title):

NAICS Code(s) Related to the Items to be Sold/Leased:

1. Will **all** items sold or leased be provided from the on-hand inventory at your establishment? ☐ **YES** ☐ **NO**

   (If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. STOP here. Read and sign the affirmation below. If "NO" Continue.)

   a) Are you selling bulk items (e.g., petroleum products, steel, concrete, concrete products, sand, gravel, asphalt, etc.) or items not typically stocked due to their unique characterisics (aka specialty items)?

   ☐ **YES** ☐ **NO** **(If "YES," Go to Question 2. If "NO" Continue.)**

   b) Will at least 51% of the items you are selling be provided from the inventory maintained at your establishment, and will the minor quantities of items delivered from and by other sources be of the general character as those provided from your inventory?

   ☐ **YES** ☐ **NO*** **(If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. STOP here. Read and sign the affirmation below.**

   ***If 1.,1.a), and 1. b) above are "NO," your performance on the whole will not satisfy the regular dealer requirements; therefore, only the value of items to be sold or leased from inventory can be counted at 60%. (Go to Question 3. to determine if the items delivered from and by other sources are eligible for Distributor credit.)**

2. Will you deliver all bulk or specialty items using distribution equipment you own (or under a long-term lease) and operate?

   ☐ **YES** ☐ **NO[1]**

   (If "YES," you have indicated that your performance will satisfy the requirements for a regular dealer of bulk items and may be counted at 60%. STOP here. Read and sign the affirmation below.)

   [1] If "NO," your performance will not satisfy the requirements for a regular dealer of bulk items; the value of items to be sold or leased cannot be counted at 60%. (Go to Question 3.)

3. Will the written terms of your purchase order or bill of lading from a third party transfer responsibility, including risk for loss or damage, to your company at the point of origin (e.g. a manufacture's facility) ? ☐ **YES[2]** ☐ **NO[3]**

   a) Will you be using sources **other than** the manufacturer (or other seller) to deliver or arrange delivery of the items sold or leased ? ☐ **YES[2]** ☐ **NO[3]**

[2] If your responses to 3 and 3.a) are "YES," you have indicated that your performance will satisfy the requirements of a distributor; therefore, the value of items sold or leased may be counted at 40%.

[3] If you responded "NO" to either 3 or 3.a), counting of your participation is limited to the reasonable cost of fees or commissions charged, including transportation charges for the delivery of materials or supplies; the cost of materials or supplies may not be counted.

I affirm that the information that I provided above is true and correct and that my company's subsequent performance of a commercially useful function will be consistent with the above responses. I further affirm that my company will independently negotiate price, order specified quantities, and pay for the items listed in the bidder's commitment. This includes my company's responsibility for the quality of such items in terms of necessary repairs, exchanges, or processing of any warranty claims for damaged or defective materials.

Printed Name and Signature of DBE Owner/Authorized Representative:

The bidder acknowledges its responsibility for verifying the information provided by the DBE named above and ensuring that the counting of the DBE's participation is accurate. Any shortfall caused by errors in counting are the responsibility of the bidder.

Printed Name and Signature of Bidder's Authorized Representative:

DBE - SCHEDULE C-3

Participant Statement

FOR TASK ORDER BASED CONTRACTS ONLY (INCLUDING DESIGN/BUILD)

INSTRUCTIONS

This form must be completed for each DBE firm participating in the Utilization Plan. Failure to complete and submit all pages of this form with the bid documents will result in the bid being rejected in its entirety. If additional space is needed, attach an additional form.

LETTER OF INTENT FROM DBE TO PERFORM AS (WORK CATEGORY):

SUBCONTRACTOR/SUBCONSULTANT (Non-trucking) ___ TRUCKING ___

MANUFACTURER ___ REGULAR DEALER (60%) ___ BROKER DEALER (Identify commission and/or fees) ___

SUBCONTRACTING LEVEL: _____ TIER (i.e. 1st Tier, 2nd Tier, 3rd Tier, etc.)

CONTRACT TITLE: _____

CONTRACT NUMBER: _____

TASK ORDER NUMBER: _____ **CATEGORY NUMBER (IF APPLICABLE):** _____

DBE FIRM: _____

The DBE status of the undersigned is confirmed by the attached Letter of Certification. Date of next NCA: _____

PRIME CONTRACTOR: _____

DBE SCOPE OF WORK (attach additional pages if necessary): _____

_____

_____

_____

_____

DBE CONTRACT AMOUNT (minimum level of effort): $_____

DBE CONTRACT AMOUNT (maximum level of effort): $_____

DBE SUB-SUBCONTRACTING LEVELS

_____% of the dollar amount of the DBE's subcontract will be sublet to non-DBE contractors.

_____% of the dollar amount of the DBE's subcontract will be sublet to DBE contractors.

NOTICE: IF THE DBE WILL NOT BE SUB-SUBCONTRACTING ANY OF THE WORK DESCRIBED IN THIS SCHEDULE, A ZERO (0) MUST BE SHOWN IN EACH BLANK ABOVE.

NOTICE: If ANY dollar amount of the DBEs' scope of work will be sublet, a brief explanation and description of the work to be sublet must be attached to this schedule. The DBE MUST perform at least 30% of its scope of work.

The Authority reserves the right to request additional information or documentation for the purpose of evaluation or clarification. The additional information or clarification must be provided within **five (5)** business days of request. Failure to respond will result in the bid being deemed non-responsive and will be excluded from further consideration.

FOR TASK ORDER BASED CONTRACTS ONLY (INCLUDING DESIGN/BUILD)

DBE - SCHEDULE C-3

Participant Statement

NOTICE: Any misrepresentation regarding the status of a person or an entity in order to qualify for DBE status may result in conviction for a Class 2 felony, including a penalty for one and a half times the value of the contract. Material misrepresentation on any matter will also be grounds for terminating any contract which may be awarded, and for initiating action under federal or state laws concerning false statements.

The undersigned will enter into a formal written agreement for the above work with you as Prime Contractor, conditioned upon your execution of a contract with the Chicago Transit Authority, and will do so within (7) seven calendar days of your receipt of a signed contract from the Chicago Transit Authority or prior to any work being performed by the DBE subcontractor.

The Contractor certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Authority's requirements and have not violated any City or sister agency policy, codes, state, federal, or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the contractor becomes aware of such information, it must immediately disclose it to the Authority.

Signature of Owner, President, or Authorized Agent of DBE	**Name of DBE Firm**
Printed Name of Owner, President, or Authorized Agent of DBE	**Printed Title**
Date	**Phone:**

PUBLIC NOTARY SECTION

On this_____day of_____, 20____, the above-signed Officer of

Name of DBE firm: _____

personally, known to me as the person(s) described in the foregoing Affidavit, acknowledged that h/she executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS OF, I hereunto set my hand and official seal. **OFFICIAL NOTARY SEAL**

Signature of Notary Public

My Commission Expires:

The Authority reserves the right to request additional information or documentation for the purpose of evaluation or clarification. The additional information or clarification must be provided within **five (5)** business days of request. Failure to respond will result in the bid being deemed non-responsive and will be excluded from further consideration.

DBE - SCHEDULE D

DBE Utilization Plan

INSTRUCTIONS

This form must be completed by the Prime Contractor. Failure to complete and submit all pages of this form with the bid documents will result in the bid being rejected in its entirety. If additional space is needed, attach an additional form.

CONTRACT TITLE: _____

CONTRACT NUMBER: _____

TASK ORDER NUMBER: _____ **CATEGORY NUMBER:** _____
(IF APPLICABLE) **(IF APPLICABLE)**

TOTAL BID AMOUNT: _____

I, acting in my capacity as an officer of the undersigned bidder (or bidders, if a joint venture), hereby assure the Chicago Transit Authority that on the above referenced project my company:

☐ **Meets or exceeds** the Disadvantaged Business Enterprise goal assessed and has provided documented participation of _____**%**. Attached are the signed participant statements (Schedule C-1/C-2/C-3) required by the Special Conditions evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

☐ **Failed** to meet the Disadvantaged Business Enterprise goal assessed through DBE participation, but included good faith effort documentation to meet the goal and provided documented participation of _____**%**. Attached are the signed participant statements (Schedule C-1/C-2/C-3) required by the Special Conditions evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

DBE FIRM (If 2nd tier or lower, identify sub-prime)	**TIER**	**WORK CATEGORY** (e.g. Regular Dealer)	**DESCRIPTION OF WORK**	**TOTAL AMOUNT OF DBE CONTRACT**
				$
				$
				$
				$
				$
				$
				$

The Authority reserves the right to request additional information or documentation for the purpose of evaluation or clarification. The additional information or clarification must be provided within five (5) business days of request. Failure to respond may result in the bid being deemed non-responsive and may be excluded from further consideration.

DBE - SCHEDULE D

DBE Utilization Plan

I hereby acknowledge that I have been advised of the following*:*
Any misrepresentation regarding the status of a person or an entity in order to qualify for DBE status may result in conviction for a Class 2 felony, including a penalty for one and a half times the value of the contract. Material misrepresentation on any matter will also be grounds for terminating any contract which may be awarded, and for initiating action under federal or state laws concerning false statements.

To the best of my knowledge, information and belief, the facts and representations contained in the aforementioned attached Schedules are true and no material facts have been omitted.

The undersigned will enter into a formal agreement with all listed DBE firms for work as indicated by this Schedule D and accompanying Schedule Cs and will enter into such agreements within (7) seven calendar days after receipt of the contract executed by the Chicago Transit Authority or prior to any work being performed by the DBE subcontractor(s). In the event the Prime contractor cannot meet said seven (7) day schedule, it must provide a written explanation for the delay and an estimate date by which the written agreement will be completed.

If awarded a contract, I agree to promptly and directly provide the CTA on an ongoing basis, current, complete and accurate information regarding (1) work performed on the project; (2) payments; and (3) proposed changes, if any, to the foregoing arrangements.

Further, I shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. I shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by me to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the CTA deems appropriate.

The Contractor certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Authority's requirements and have not violated any City or sister agency policy, codes, state, federal, or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the contractor becomes aware of such information, it must immediately disclose it to the Authority.

Under penalties of perjury as provided by law, the undersigned certifies that the statements set forth in the foregoing DBE Schedule are true and correct.

Signature of Owner, President, or Authorized Agent of Prime Contractor	**Name of Prime Contractor**
Printed Name of Owner, President, or Authorized Agent of Prime Contractor	**Printed Title**
Date	**Phone**

The Authority reserves the right to request additional information or documentation for the purpose of evaluation or clarification. The additional information or clarification must be provided within five (5) business days of request. Failure to respond may result in the bid being deemed non-responsive and may be excluded from further consideration.

DBE - SCHEDULE D – Additional Page

DBE Utilization Plan

CONTRACT NUMBER: _____

PRIME CONTRACTOR: _____

DBE FIRM (If 2nd tier or lower, identify sub-prime)	**TIER**	**WORK CATEGORY** (e.g. Regular Dealer)	**DESCRIPTION OF WORK**	**TOTAL AMOUNT OF DBE CONTRACT:**
				$
				$
				$
				$
				$
				$
				$
				$
				$
				$
				$
				$
				$
				$

The Authority reserves the right to request additional information or documentation for the purpose of evaluation or clarification. The additional information or clarification must be provided within five (5) business days of request. Failure to respond may result in the bid being deemed non-responsive and may be excluded from further consideration.

TECHNICAL ASSISTANCE AGENCIES

The following agencies are available to prospective bidders for assistance.

African American Contractors Association (AACA) PO Box 19670 Chicago IL 60690 Contact: Omar Shareef Phone: (312) 915-5960 Email: aacanatlassoc@gmail.com Website: : www.aacanatl.org **Services** ✓ Business Development ✓ Technical Assistance	**Arquitectos** Loop Station, PO Box 2587 Chicago IL 60690 Contact: Jose Espejo Phone: (773) 716-6042 Email: arqincchicago@gmail.com Website: www.arquitectoschicago.org **Services** ✓ Business Development ✓ Technical Assistance
Association of Asian American Construction Enterprises (AACE) 712 W. Root St Chicago, IL 60609 Contact: Christine Chung Phone: (312) 595-2010 Email: admin@aacechicago.com Website: www.aacechicago.com **Services** ✓ Business Development ✓ Technical Assistance	**Austin African American Business Networking Association (AAABNA)** 5820 W. Chicago Ave. Chicago, IL 60651 Contact: Malcolm Crawford Phone: (773) 626.4497 Email: aaabna@yahoo.com Website: www.aaabna.org **Services** ✓ Business Development ✓ Technical Assistance
Black Contractors, Owners, and Executives (BCOE) 7811 S. Stony Island Ave. Chicago, IL 60649 Contact: Angela Drexel Phones: (708) 535-.6001 ext 304 Email: adrexel@livewire-systems.com Website: www.bcoechicago.org **Services** ✓ Business Development	**Black Contractors United (BCU)** 12000 S. Marshfield Ave. Calumet Park, IL 60827 Contact: Shynetta Dockery Phone: (312) 856-2738 Email: Shynetta@blackcontractorsunited.com Website: www.blackcontractorsunited.com **Services** ✓ Business Development ✓ Technical Assistance Bidding Assistance

TECHNICAL ASSISTANCE AGENCIES

The following agencies are available to prospective bidders for assistance.

Chatham Business Association (CBA), Small Business Development, Inc. 800 E. 78th St. Chicago, IL 60619 Contact: Karletta Kelly Phone: (773) 994-5006 ext. 1006 Email:KarlettaKelly@cbaworks.org Website: www.cbaworks.org **Services** ✓ Business Development ✓ Certification Assistance ✓ Technical Assistance Bidding Assistance	**Chicago Urban League (CUL) – Center for Entrepreneurship & Innovation** 4510 S. Michigan Ave. Chicago, IL 60653 Contact: Lela Olds Phone: 773-451-3570 Email: lolds@chiul.org Website: www.chiurbanleaguecei.com **Services** ✓ Business Development ✓ Certification Assistance ✓ Technical Assistance Bidding Assistance
Chicago Minority Supplier Development Council (CMSDC) 216 W. Jackson Blvd., Suite 600 Suite 2300 Chicago, IL 60606 Contact: Neda Sharp Phone: (312) 755.8880 Email: nsharp@chicagomsdc.org Website: www.chicagomsdc.org **Services** ✓ Business Development ✓ Certification Assistance ✓ Technical Assistance Bidding Assistance	**Contractor Advisors Business Development Inc.** 1507 E. 53rd St. Suite 906 Chicago, IL 60615 Contact: Suzaane F. Stanley Phone: (312) 436.0301 Email: sfstanley@contractoradvisors.us Website: www.contractoradvisors.us **Services** ✓ Business Development ✓ Bidding Assistance
Cosmopolitan Chamber of Commerce 1633 S. Michigan Ave. Chicago, IL 60616 Contact: Rhonda McGowan Phone (312) 971.9594 Email: rmcgowan@coscmochamber.org **Services** ✓ Business Development ✓ Bidding Assistance	**Federation of Women Contractors (FWC)** 4210 W. Irving Park Rd. Chicago, IL 60641 Contact: Jaemie Neely Phone: (312) 360.1122 Email: Jneely@fwcchicago.com Website: www.fwcchicago.com **Services** ✓ Business Development

TECHNICAL ASSISTANCE AGENCIES

The following agencies are available to prospective bidders for assistance.

Greater Englewood Community Development Corporation (GECDC) 815 W. 63rd St. Chicago, IL 60621 Contact: Derrick Warren Phone: (773) 651.2400 Email:dwarren@gecdc.org Website: www.gecdc.org **Services** ✓ Business Development	**Hispanic American Construction Industry Association (HACIA)** 650 W. Lake St. Unit 415 Chicago, IL 60661 Contact: Ivette Trevino Phone: 312-575-0389 Email: itrevino@haciaworks.org Website: www.haciaworks.org **Services** ✓ Business Development ✓ Certification Assistance ✓ Technical Assistance Bidding Assistance
HIRE 360 2301 S. Lake Shore Drive, Lakeside Center Chicago, IL 60616 Contact: Deborah Whitaker Phone: 872-600-6357 Email: dwhitaker@hire360chicago.com Website: www.HIRE360Chicago.com **Services** ✓ Business Development ✓ Certification Assistance ✓ Technical Assistance ✓ Bidding Assistance	**Illinois Hispanic Chamber of Commerce (IHCC)** 222 W. Merchandise Mart Plaza Suite 1212 c/o 1871 Chicago, IL 60654 Contact: Oscar Gutieriez Phone: 312-425-9500 Email: ogutierrez@ihccbusiness.net Website: www.ihccbusiness.net **Services** ✓ Business Development ✓ Certification Assistance ✓ Technical Assistance ✓ Bidding Assistance
LGBT Chamber of Commerce 4753 N. Broadway c/o WeWork Uptown-LGBTCC Chicago, IL 60640 Contact: Dillin Ravenscraft Phone: 630-957-7511 Email: dillin@lgbtcc.com Website: www.lgbtcc.com **Services** ✓ Business Development ✓ Technical Assistance	**National Association of Minority Contractors Chicago (NAMCC)** PO Box 1540 South Holland, IL 60473 Contact: Curtis Thompson Phone: (708) 439.4517 Email: curtis@namcchicago.org Website: www.namcchicago.org **Services** ✓ Business Development ✓ Technical Assistance

TECHNICAL ASSISTANCE AGENCIES

The following agencies are available to prospective bidders for assistance.

MBDA Business Center Chicago 31 S Grove Ave Elgin, IL 60120 Contact: Patricia Hanes Phone: 312-351-0043 Email: pathanes@strategicexceptions.com Website: www.mbda.gov **Services** ✓ Business Development ✓ Certification Assistance	**U.S. Minority Contractors Association (USMCA)** 1250 South Grove Ave. Suite 200 Barrington, IL 60010 Contact: Larry Bullock Phone: 847-852-5010 Email: admin@usminoritycontractors.org Website: www.usminoritycontractors.org **Services** ✓ Business Development ✓ Certification Assistance ✓ Technical Assistance Bidding Assistance
National Organization of Minority Engineers (NOME) 33 W. Monroe St. Suite 1540 Chicago, IL 60603 Contact: Diana Hennington Phone: (312) 960.1239 Email: grandevents1@sbcglobal.net Website: www.nomeonline.org **Services** ✓ Business Development ✓ Technical Assistance	**Women's Business Development Center (WBDC)** 8 S. Michigan Ave. 4th Floor Chicago, IL 60603 Contact: Georgia Marsh Phone: (312) 853.3477 ext 210 Email: gmarsh@wbdc.org Website: www.wbdc.org **Services** ✓ Business Development ✓ Certification Assistance ✓ Technical Assistance ✓
Women Construction Owners & Executives (WCOE) 308 Circle Ave. Forest Park, IL 60130 Contact: Mary Kay Minaghan Phone: (708) 366.1250 Email: mkm@mkmservices.com Website: www.wcoeusa.org **Services** ✓ Business Development ✓ Certification Assistance ✓ Technical Assistance ✓ Bidding Assistance	

TECHNICAL ASSISTANCE AGENCIES

The following agencies are available to prospective bidders for assistance.

SPECIALTY ASSISTANCE AGENCIES

Lambent Risk Management Services Inc. 33 N. LaSalle St. Suite 1150 Chicago, IL 60602 Contact: Junior Pierre Phone: (312) 220.9200 Email: junior_pierre@lambent-rms.com Website: www.lambent-rms.com **Services** ✓ Risk Management	**Reyes Kurson, Ltd.** 328 S. Jefferson St. Suite 909 Chicago, IL 60661 Contact: Lauren Mack Phone: (312) 332.0055 Email: lmack@rkchicago.com Website: www.rkchicago.com **Services** ✓ Legal Assistance

CTA CONTACT INFORMATION

Project information and current DBE directory of certified local and out-of-state companies are available.

Chicago Transit Authority **Project Information** Purchasing Department 567 W. Lake St. Chicago, IL 60661-1465 Fax: (312) 681-2405 **Ellen McCormack** **Vice President Purchasing** **and Supply Chain** Phone: (312) 681-2400 E-mail: emccormack1@transitchicago.com	**Chicago Transit Authority** **Diversity Programs Information** Diversity Programs Department 567 W. Lake St. Chicago, IL 60661-1465 Fax: (312) 681-2495 **JuanPablo Prieto** **Director, Diversity Programs** **DBE Liaison Officer (DBELO)** Phone: (312) 681-2600 E-mail: jprieto@transitchicago.com

APPENDIX C

SPECIAL CONDITIONS WORKFORCE INITIATIVES

SPECIAL CONDITIONS
WORKFORCE INITIATIVES

CONTRACT NUMBER: C25FT102850277- LIQ for 9000 Series Railcars

I. POLICY AND TERMS

A. The policy of the Chicago Transit Authority (CTA or Authority) is to implement actions and policies to increase the participation of economically disadvantaged and/or dislocated workers in the labor force of its contractors and create training and skill improvement opportunities on its projects where possible.

B. To achieve this, the CTA has established the following goal, as defined herein and hereinafter referred to as the "Workforce Goal", for certain percentages of the total billable contract hours ("contract hours") to be performed by certain qualified workers on the Contract.

Economically Disadvantaged Area Goal:
10%

C. The Workforce Goal is expressed as a percentage of the total contract hours logged on the Contract, inclusive of all amendments, modifications, options and change orders, by the Contractor and all Subcontractors.

D. The Workforce Goal will be evidenced in a manner to be designated by the CTA.

E. The Bidder may also meet a Workforce Goal by documenting good faith efforts, as described in Section VII hereof, to the extent that, at the end of the Contract, the Bidder does not meet the Workforce Goal.

II. DEFINITIONS

A. **"Authority"** means the Chicago Transit Authority.

B. **"Bid"** means a Contractor's response to a solicitation from the CTA Purchasing Department, including, as applicable, Invitation for Bids (IFB), Letters of Interest and Qualifications (LIQ), Request for Proposal (RFP), Request for Qualifications (RFQ), Work Order Solicitations, or Task Order Solicitations.

C. **"Bidder"** means a firm or organization that submits as a prime contractor for a Bid; includes bidder and contractors. The terms **"Bidder"** and **"Contractor"** are used interchangeably in these Special Conditions.

D. **"Economically Disadvantaged Area" or "EDA"** means an area defined by the boundaries of any zip code which meets the applicable threshold for median household income as included in the list made available on the CTA website at the time of the Bid, at https://www.transitchicago.com/dbe/workforce-initiatives/.

E. **"EDA Resident"** means an individual who lives in a zip code listed as an EDA zip code based on the individual's identification or other proof of residency. An individual's hours will be recognized for credit under the EDA Goal as long as they reside within an EDA.

F. **"Good Faith Efforts"** means efforts to achieve the Workforce Goal as specified in Section VII hereof.

G. **"Subcontractor"** means the individual or firm that has a subcontract of any tier to that of the Contractor to provide materials, equipment, supplies or services or labor is performed.

H. "**Workforce Partner"** means one or more consultants procured by CTA to assist with the implementation of the Workforce Goal.

I. **"Workforce Plan"** means any commitments in the Contractor's Bid with respect to its workforce outreach and training programs or meeting the Workforce Goal.

III. ECONOMICALLY DISADVANTAGED AREA GOAL

A. The aforementioned percentage of contract hours should be attained by hiring and utilizing EDA Residents.

B. The Contractor and their subcontractor(s) are responsible for submitting verification documentation to CTA for the status of each EDA Resident in order to receive credit by no later than 5 business days after the end of the EDA Resident's first week of work.

IV. TRACKING

A. Contractor and their subcontractor(s) must report contract hours for the Workforce Goal in a manner to be designated by the CTA.

B. Each report of contract hours (in a manner to be designated by CTA) will be deemed to include a certification by the Contractor and any Subcontractor, as applicable, that the contract hours reported are true and correct, and that the status of any worker who qualified under the Workforce Goal continues to hold the relevant status as of the date the hours are reported.

C. The Contractor and their subcontractor(s) are responsible for verifying workers' addresses and inputting accurate addresses for each worker into the tracking mechanism, on or before any time for that worker is submitted.

D. CTA staff will conduct site visits throughout the Contract to interview employees. Contractors and their subcontractor(s) are responsible for making employees available for interviews including, but not limited to, confirming their name, address, position, and rate of pay.

V. WORKFORCE PARTNERS

A. The CTA, from time to time, may procure one or more Workforce Partners to assist with outreach and recruitment efforts to inform qualified candidates about job opportunities on CTA projects. Workforce Partners are intended to assist with the creation of a pool of candidates that are eligible to be hired by the Contractor.

B. The Contractor and their subcontractor(s) as applicable will partner with any Workforce Partner to host community outreach and recruitment events as needed and will utilize any Workforce Partners candidate pools as a hiring resource to meet the Workforce Goal.

C. Notwithstanding the efforts of any Workforce Partners, or any successes or failures of any Workforce Partners, it is the Contractor's obligation to (1) meet the Workforce Goal and (2) recruit and hire a workforce with the technical abilities and skills to achieve all requirements of the Contract.

VI. REPORTING

A. No later than 30 Days after Notice to Proceed, the Contractor will provide a projection of the actual number of contract hours for the Workforce Goal that are expected to be created and/or retained by this Contract, whether from the Contractor's own workforce or any Subcontractor.

VII. GOOD FAITH EFFORTS

A. The Contractor and its subcontractor(s) agree to make sufficient and reasonable good faith efforts to achieve the Workforce Goal for this Contract. Good faith efforts require that the Contractor and its subcontractor(s) consider all qualified applicants who are EDA residents.

B. In the event the Contractor and its subcontractors do not meet the Workforce Goal, Contractor must provide documented evidence of sufficient and reasonable good faith efforts to CTA.

C. The following, which is not exclusive or exhaustive, are examples of the types of actions which indicate good faith efforts to meet the Workforce Goal:

1. Implementation of outreach, training, and utilization efforts and documentation of such efforts.

2. Publicized notification of work opportunities on the project.

3. Collaborate with Workforce Partner(s) and utilize any Workforce Partner's candidate pool as a hiring resource to achieve the Workforce Goal.

4. To the extent that the Contractor submitted a Workforce Plan:

1. Contractor will comply with the commitments made in its Workforce Plan. Contractor's failure to implement the efforts described in its Workforce Plan is considered a material breach of the Contract.

2. Contractor will use the methods detailed in its Workforce Plan to reach out to, utilize, and train a diverse pool of individuals and achieve its Workforce Goal.

3. Contractor must report to the CTA on the implementation of Workforce Plan efforts.

VIII. NON-COMPLIANCE

A. As the actual amount of damages resulting from such failure would be difficult or impossible to ascertain, Contractor's failure to meet the Workforce Goal and failure to demonstrate sufficient and reasonable good faith efforts as determined by CTA may result in the assessment of liquidated damages in addition to other remedies available as described in the Contract.

B. Liquidated damages will be calculated as follows: The number of contract hours shortfall for the applicable Workforce Goal multiplied by the average of the hourly wages for the positions on the contract.

C. Assessment of liquidated damages, if any, shall occur at the time of the final progress payment, except as otherwise determined by CTA's Director, Purchasing.

APPENDIX D

INSURANCE REQUIREMENTS

CHICAGO TRANSIT AUTHORITY (CTA)
INSURANCE REQUIREMENTS

REQUISITION NUMBER: C25FT102850277
SPECIFICATION NUMBER CTA: _____N/A_____

*SUMMARY OF INSURANCE REQUIREMENTS
ANY INSURANCE MARKED WITH AN 'X' IS REQUIRED FOR THIS CONTRACT

X	Workers' Compensation (The "Subrogation Waived" column must be marked with a "Y" on the Acord Certificate of Insurance) Coverage A – Statutory Coverage B – Employers Liability **$1,000,000** Bodily Injury by Accident **$1,000,000** Bodily Injury by Disease
X	Commercial General Liability **$2,000,000** General Aggregate **$2,000,000** Products / Completed Operations **$1,000,000** Personal Injury & Advertising Liability **$1,000,000** Per Occurrence - A copy of the "Additional Insured" and "Waiver of Subrogation" endorsements must be provided. The CTA must be named on both endorsements unless blanket endorsements. - A copy of the "Primary & Non-Contributory Other Insurance Condition" endorsement must be provided.
X	Auto Liability (The "Subrogation Waived" and "Additional Insured" columns must be marked with a "Y" on the Acord Certificate of Insurance) **$1,000,000** Combined Single Limit (Bodily Injury & Property Damage)
	Excess or Umbrella Liability **$5,000,000** Per Occurrence / Aggregate - A copy of the "Additional Insured" and "Waiver of Subrogation" endorsements must be provided for all Excess or Umbrella Liability policies. The CTA must be named as an additional insured on both endorsements unless blanket endorsements. - A copy of the "Primary & Non-Contributory Other Insurance Condition" endorsement must be provided for all Excess or Umbrella Liability policies.
	Cargo / Inland Marine **$500,000** Per Occurrence / Aggregate
X	Professional Liability **$2,000,000** Per Occurrence / Aggregate
	Cyber Security & Network Privacy Liability **$2,000,000** Per Occurrence / Aggregate
	Pollution Liability **$2,000,000** Per Occurrence / Aggregate
	Valuable Papers **$50,000** Per Occurrence / Aggregate
	Crime (Employee Dishonesty) **$1,000,000** Per Occurrence / Aggregate

PART I. GENERAL INSTRUCTIONS AND REQUIREMENTS

A. HOW TO COMPLY WITH CTA INSURANCE REQUIREMENTS

Contractors must provide the CTA with the following document:

- ACORD™ Certificate of insurance pertaining to the policies. Certificates of insurance must disclose all deductibles and / or self-insured retentions.

The CTA reserves the right to request a copy of any policy after reasonable notice if needed for any litigation pertaining to the contract.

B. DEADLINE FOR INITIAL SUBMITTAL OF CONTRACTOR'S INSURANCE DOCUMENTS

The Contractor must furnish all required insurance documents within fourteen days of the date that the Contractor receives a letter (the "Insurance Submittal Letter") from the CTA's Director of Purchasing requesting the Contractor to submit the documents required by these Insurance Requirements. CTA will not execute the Contract until the required insurance documents are delivered to CTA and approved by CTA. Failure to deliver the required documents within fourteen days of receipt of the Insurance Submittal Letter is a material failure to comply with the specifications and may result in any or all the following at the CTA's sole discretion:

1. debarment or suspension, and
2. determination of Contractor non-responsibility.

C. CTA ADDRESS FOR NAMING AS CERTIFICATE HOLDER

Chicago Transit Authority
Risk Management Dept.
567 W. Lake St.
Chicago, IL 60661

D. OBLIGATION TO MAINTAIN CONTINUOUS COMPLIANCE

1. The Contractor expressly agrees that failure to comply and maintain compliance with all insurance requirements shall constitute a material breach of the Contract which may result in default and, if uncured, termination for default under the contract. In addition, such failure, if uncured, may result in debarment and suspension.

2. The Contractor is prohibited from performing any work if Contractor has allowed any of the required insurance policies to expire.

3. **When any required insurance expires, due to the attainment of a normal expiration date or renewal date, <u>the Contractor shall supply the CTA with a Certificate of Insurance and a copy of all required Insurance Policies</u> which shall clearly evidence the continuation of coverage in the same manner, with the same limits of protection and scope of coverage as was provided by the previous policy.** All renewal, replacement policies, binders, and certificates shall: (i) be in form and substance satisfactory to the CTA, (ii) be written by carriers acceptable to the CTA, and (iii) satisfy all these Insurance Requirements.

PART II. MISCELLANEOUS INSURANCE REQUIREMENTS

A. The CTA must be named as an Additional Insured and Certificate Holder on all policies except Workers' Compensation and Professional Liability. When the CTA is an additional insured, the coverage shall be primary.

B. The Commercial General Liability, General Aggregate Limit of Liability, if any, must apply on a per occurrence basis.

C. All insurance carriers must be acceptable to the CTA. All insurance companies shall have at least an A- VII POLICY HOLDER RATING, or better, by the A.M. Best Co., Inc. Insurance companies with lower ratings will not be accepted. Carriers licensed to do business in the State of Illinois must issue all insurance.

D. All insurance policies required by the CTA, require the Contractor and its insurers to waive all rights of subrogation against the CTA.

E. The insurance to be carried shall in no way be subject to limitations, if any, expressed in the indemnity section of the General Conditions (or any statutory, judicial or common law limitations).

PART III. INSURANCE COVERAGES REQUIRED

A. WORKERS' COMPENSATION

Coverage A: In form and in accordance with the laws of the State of Illinois.

Coverage B: Employers Liability:

$1,000,000 Bodily Injury by Accident

$1,000,000 Bodily Injury by Disease

B. COMMERCIAL GENERAL LIABILITY

$2,000,000 General Aggregate

$2,000,000 Products / Completed Operations Aggregate

$1,000,000 Personal Injury and Advertising Injury

$1,000,000 Per Occurrence

The Commercial General Liability policy shall include, without limitation: (i) Broad Form Contractual Liability, (ii) Products/Completed Operations to be maintained in full force and effect for a period of two (2) years following final completion of the work under the Contract, (iii) Independent Contractors' Protective Liability, (iv) Premises/Operations, including deletion of explosion, collapse and underground (XCU) exclusions, (v) Broad Form Property Damage, including Products/Completed Operations, (vi) Bodily Injury and Personal Injury Liability, with employee and contractual exclusions deleted, (vii) Severability of Interest and Cross Liability endorsement and (viii) Contractor expressly agrees to waive, and will require its insurer to waive, its rights, benefits and entitlement under the "Other Insurance" clause of its Commercial General Liability policy, with respect to the CTA.

- A copy of the “Additional Insured” and “Waiver of Subrogation” endorsements must be provided. The CTA must be named on both endorsements unless blanket endorsements.
- A copy of the “Primary & Non-Contributory Other Insurance Condition” endorsement must be provided.

C. AUTOMOBILE LIABILITY

$1,000,000 Combined Single Limit (Bodily Injury and Property Damage including Owned, Non-Owned, Hired and Borrowed Vehicles and Equipment)

D. PROFESSIONAL LIABILITY

$2,000,000 Per Occurrence / Aggregate

NOTE: Please refer to the “**CTA Acord Sample Certificate”** and its detailed instructions on the next page for properly completing the ACORD™ Certificate.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

CTA SAMPLE

THE FOLLOWING ITEMS MUST BE DISPLAYED AS INSTRUCTED BELOW.

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	Y	Y				$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	Y	Y				
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y				

The CTA must be named on "Additional Insured" and "Waiver of Subrogation" endorsements unless blanket endorsements & copies of endorsements must be provided. Also, a copy of the "Primary & Non-Contributory Other Insurance Condition" endorsement must be provided.

Both the "Additional Insured" and "Subrogation Waived" columns must display a "Y" for Auto Liability.

The CTA must be named on "Additional Insured" and "Waiver of Subrogation" endorsements unless blanket endorsements & copies of endorsements must be provided. Also, a copy of the "Primary & Non-Contributory Other Insurance Condition" endorsement must be provided.

The "Subrogation Waived" column must display a "Y" for WC and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The CTA contract number must be displayed in the "Description of Operations" section.

CERTIFICATE HOLDER

Chicago Transit Authority
Risk Management Dept.
567 W. Lake St.
Chicago, IL 60661

The CTA must be displayed as shown.

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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APPENDIX E

FREEDOM OF INFORMATION ACT NOTICE

FREEDOM OF INFORMATION ACT NOTICE

Proposer/Respondent must complete Appendix F, Item 9- Freedom of Information Declaration Form and include it with LIQ, Section X - Submittal Contents that Proposer/Respondent submits to CTA.

CTA is subject to the requirements of the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq*. ("FOIA"), which enables the public to request and obtain records from CTA. FOIA requires, upon request, the public disclosure of any non-exempt information in proposals/letters of interest and qualification, contracts, invoices or payment records (among other records). *See* Section 7 and 7.5 of FOIA, 5 ILCS140/7 and 7.5, for the available FOIA exemptions. If Proposer/Respondent has any questions regarding the FOIA process at CTA, Proposer/Respondent should contact CTA's Freedom of Information Officer at (312) 681-2809 or via e-mail at FOIA@transitchicago.com.

Please note that proposals/letters of interest and qualification become the property of the CTA when submitted and cannot be returned. A*ll proposals/letters of interest and qualification and any subsequent contract (including any later amendments thereto) will be subject to public disclosure under FOIA upon request after the successful proposer/respondent and CTA have executed a written contract.* To the extent that Proposer/Respondent provides records to CTA that contain information exempt from public disclosure under FOIA, such as proprietary trade secrets or confidential commercial or financial information (*see* Section 7(1)(g) of FOIA, 5 ILCS 140/7(1)(g)),Proposer/Respondent must clearly identify and mark this information in the records. *See* **How to Mark and Identify Proprietary, Privileged or Confidential Information** herein.

Any proposals/letters of interest and qualification submitted to CTA in connection with this procurement that are not clearly marked and identified as containing proprietary, privileged or confidential information may be released by CTA with no further notice to Proposer/Respondent.

Proposer/Respondent is solely responsible for the marking and identification of Proposer/Respondent's proprietary, privileged, or confidential information within a proposal/letter of interest and qualification before it is submitted to CTA. For purposes of this provision, all information provided by Proposer/Respondent in a proposal/letter of interest and qualification is considered by CTA to be Proposer/Respondent's information, even if the information relates to one or more of Proposer/Respondent's proposed subcontractors. Proposer/Respondent is solely responsible for marking and identifying any proprietary, privileged, or confidential information of Proposer/Respondent's subcontractors contained in Proposer/Respondent's proposals/letters of interest and qualification before the proposals/letters of interest and qualification are submitted to CTA. Proposer/Respondent will be required to indemnify, defend, and hold harmless CTA for any damages, costs, liabilities, and fees (including attorney's fees) that result from the public disclosure by CTA of information from Proposer/Respondent's proposal/letter of interest and qualification that is not marked and identified by Proposer/Respondent as proprietary, privileged, or confidential at the time that Proposer/Respondent submits its proposal/letter of interest and qualification to CTA.

In the event that a FOIA request is made for records that contain information that Proposer/Respondent has identified and marked as "proprietary," "privileged," or "confidential," CTA will notify Proposer/Respondent of the request and will allow Proposer/Respondent an opportunity to review the records requested under FOIA so that Proposer/Respondent can confirm that all marked and identified proprietary, privileged or confidential information has been removed. Before allowing information that Proposer/Respondent has identified and marked as "proprietary," "privileged," or "confidential" to be redacted from a proposal/letter of interest or qualification (or other record), CTA may require

Freedom of Information Act Notice

Proposer/Respondent to provide CTA with additional information regarding the materials marked and identified for redaction. CTA will not allow the redaction of any information that does not meet the statutory FOIA exemptions.

Once Proposer/Respondent has reviewed a particular proposal/letter of interest and qualification or contract and has confirmed that all proprietary, privileged and confidential information has been removed, CTA will provide Proposer/Respondent with a redacted copy of the proposal/letter of interest and qualification or contract that will be publicly disclosed by CTA in connection with any pending or future FOIA requests and CTA will provide no further notice to Proposer/Respondent when that particular record is requested or publicly disclosed pursuant to a FOIA request. This redacted copy of the proposal/letter of interest and qualification or contract may also be published in whole or in part on CTA's website or in any other format by CTA without further notice to Proposer/Respondent.

Please note that Proposer/Respondent may also be required to provide CTA with additional information regarding information redacted from records if any proceeding arises that requires CTA to defend the non-disclosure of the information that Proposer/Respondent has marked and identified as "proprietary," "privileged," or "confidential."

Please also note that, if Proposer/Respondent receives a contract in connection with this procurement, "public records" as defined in Section 2 of FOIA that are in Proposer/Respondent's possession or control as a result of the contract may be requested under FOIA and the non-exempt portions of those records may be subject to public disclosure under FOIA. *See* 5 ILCS 140/2 and 7(2). CTA will notify Proposer/Respondent of any FOIA request that will require Proposer/Respondent to review and compile records in its possession or control.

Upon receiving notice from CTA that a FOIA request has been made for Proposer/Respondent's proposals/letters of interest and qualification, contract or other records provided to CTA or in Proposer/Respondent's possession or control, Proposer/Respondent must produce and/or complete the review of all records requested pursuant to FOIA within two (2) business days or other time frame indicated in CTA's notice to Proposer/Respondent. *See* 5 ILCS 140/3(d) and 3.1 for the statutory deadlines applicable to non-commercial and commercial FOIA requests. If Proposer/Respondent will require additional time to produce and/or review the records being requested, Proposer/Respondent must notify CTA immediately and provide CTA an explanation for the delay and the date when CTA can anticipate the records or the completion of Proposer/Respondent's review.

If Proposer/Respondent fails to timely comply with any request by CTA to produce or review records necessary for CTA's compliance with FOIA and Proposer/Respondent's non-compliance results in any adverse consequences to CTA, including but not limited to, fines or penalties being imposed on CTA, Proposer/Respondent's non-compliance will be an event of default on the underlying contract, if any, and will further be deemed a loss covered by any such underlying contract's indemnification provisions.

HOW TO MARK AND IDENTIFY PROPRIETARY, PRIVILEGED OR CONFIDENTIAL INFORMATION:

In order to clearly mark and identify a record or portion of any record submitted to CTA in connection with this procurement that contains any Proposer/Respondent proprietary, privileged or confidential information, Proposer/Respondent must complete all of the following steps:

A. To the extent that Proposer/Respondent submits any proprietary, privileged, or confidential information to CTA, Proposer/Respondent must mark the title pages of each proposal/letter of interest and qualification containing such information as follows: "This **[insert [Proposal] or [Letter of Interest and Qualification] or [Other Identification]]** includes proprietary, privileged, or confidential, that may not be disclosed outside CTA and may not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this Proposal/Letter of Interest and Qualification. The pages that contain information subject to this restriction are **[insert page numbers or other identification]**." For purposes of this provision, "CTA" will include any consultants assisting CTA with respect to CTA's evaluation of the proposals/letters of interest and qualification submitted in connection with this procurement.

B. Proposer/Respondent must also mark each page or portion of a page containing proprietary, privileged, or confidential information, as specifically as possible, with the following legend: "**[Proprietary] or [Privileged] or [Confidential]** Information: This page or the portion of the page indicated contains proprietary, privileged or confidential information."

C. Please note that CTA will not honor any request to redact information from records that does not meet the requirements of FOIA including, for example, a request that CTA redact the entire contents of a proposal/letter of interest and qualification. Excessive or indiscriminate marking of information as proprietary, privileged or confidential will be grounds for CTA to deem no information as being exempt from public disclosure under FOIA and disclosing all contents of the proposal/letter of interest and qualification.

APPENDIX F

CERTIFICATIONS AND SUBMISSION FORMS

1. BRIEF HISTORY OF COMPANY (PRIME)

BRIEF HISTORY OF YOUR COMPANY

Tell us about your company:

Company Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Local Contact Person: _____

Title: _____

Phone Number: ( ) _____ - _____ Fax Number: ( ) _____ - _____

E-Mail: _____

How many years has your company been in business? _____

How many employees? _____ ***Annual Sales?*** _____

Is your business a (an): (check one)

Manufacturer ____ Supplier ____ Distributor ____ Other (explain) _____

Have you provided goods or services to city government, state, county, Board of Education, municipality, etc.?

_____

Please provide a list of references including the three (3) largest companies your firm has done business with in the past two (2) years for similar services, and a person and a telephone at that firm which CTA may contact.

Firm Name	Contact Person	Telephone

2. DISCLOSURE OF OWNERSHIP (PRIME AND SUB-CONSULTANT)

DISCLOSURE OF OWNERSHIP AND INTERESTS AFFIDAVIT

Every Bidder or Proposer (referred to as "Bidder") submitting a Bid or Proposal to the Authority for a Contract shall submit this Disclosure of Ownership and Interests Affidavit (hereafter Disclosure Affidavit or "Affidavit"). If the Bidder is a joint venture, the joint venture and each of the joint venture partners shall complete a Disclosure Affidavit.

Please print or type all responses clearly and legibly. If you need additional space for a response, attach extra pages. Please indicate the question to which you are responding on any extra pages you attach.

For purposes of this Disclosure Affidavit, the term "Contract" refers to the Contract, concession, agreement, modification, amendment, extension, or other section in connection with which you are submitting the Disclosure Affidavit.

Please note that this Disclosure Affidavit requires Bidders to obtain various certifications from their subcontractors before the subcontractors may perform any work under the Contract. The terms of the required subcontractor certifications are set forth below.

After reviewing your completed Disclosure Affidavit, the Authority's General Counsel or GM, Purchasing may require additional information to achieve full disclosure relevant to the Bid, or other applications.

Requisition Number: _____ Bidder Name: _____

Bidder Business Address: _____

_____

_____

Authority departments to which you are submitting this form (check one):

[ ] Purchasing [ ] Other: _____

The undersigned _____, as _____, and on behalf
(Name) (Title)
of _____ ("Bidder" or "Contractor"), having been duly sworn
(Business Address)
under oath certifies as follows:

DISCLOSURE OF OWNERSHIP INTERESTS

Indicate below whether the Bidder is an individual or a legal entity and, if a legal entity, indicate the type of entity. Then complete Part (B), (C), (D), or (E) below as applicable. All Bidders shall complete Part (A). For Bidders that are individuals or sole proprietorships, Part (A) is the only section of Part I that shall be completed. For Bidders that are joint venturers, the joint venture and each member must complete a separate form. Identify all layers of ownership if the firm has a parent firm.

[ ] Individual
[ ] Business corporation
[ ] Not-for-Profit corporation
[ ] Sole Proprietorship
[ ] Limited liability company
[ ] Partnership
[ ] Joint Venture
[ ] Limited Liability Partnership
{ } Other: _____

A. INFORMATION - TO BE COMPLETED BY ALL BIDDERS

1. Is any ownership interest in the Bidder held by one or more agents or nominees on behalf of another individual or legal entity? [ ] Yes [ ] No

If Yes, list below each principal's name, business address, percentage of ownership interest, and the name of the principal's agent or nominee:

Name	Business Address	Ownership Interest	Agent/Nominee
_____	_____	_____ %	
_____	_____	_____ %	
_____	_____	_____ %	

2. Is the Bidder or any ownership interest in the Bidder, constructively controlled by another individual or legal entity, other than an agent or nominee disclosed above? [ ] Yes [ ] No

If Yes, list below the name and business address of each individual or entity possessing constructive control, the party whose interest is controlled, and the relationship between the two under which the control is or may be exercised:

Name	Business Address	Name of Party Whose Interest is Controlled	Relationship
_____	_____	_____ %	
_____	_____	_____ %	
_____	_____	_____ %	

1. Is any stock or beneficial interest in the Bidder held by a corporation or other legal entity?
[ ] Yes [ ] No

If Yes, each such corporation or other legal entity shall make all disclosures requested in Part I (Disclosure of Ownership Interests) of this Disclosure Affidavit and shall certify all information provided.

4. Is any ownership interest held by a current or former CTA employee? [ ] Yes [ ] No

If Yes, provide names and amount of ownership interest:

Name	Ownership Interest
_____	_____ %
_____	_____ %
_____	_____ %

5. Is any current or former CTA employee employed by the Bidder: [ ] Yes [ ] No

If Yes, provide name, title and areas of responsibility:

Name	Title	Areas of Responsibility
_____	_____	_____
_____	_____	_____

B. CORPORATIONS (FOR-PROFIT AND NOT-FOR-PROFIT)

This information must be provided for the corporation and for any parent corporation.

1. Incorporated in the State of _____.

2. List below the name and title of all officers of the corporation:

Name	Title
_____	_____
_____	_____
_____	_____

3. List below the name and title of all directors of the corporation:

Name	Title
_____	_____
_____	_____
_____	_____

TO BE COMPLETED BY FOR -PROFIT CORPORATIONS ONLY:

1. Is the Corporation listed on the New York Stock Exchange? [ ] Yes [ ] No

If the Corporation is listed on an exchange other than the New York Stock Exchange, the name of the exchange is:_____

2. If there are fewer than 100 shareholders, list below the name, business address, and percentage of ownership interest of each shareholder:

Name	Business Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

3. If there are 100 or more shareholders, list below the name, business address, and percentage of ownership interest for each shareholder who owns shares or options equal to or in excess of 5% of the ownership of the corporation:

Name	Business Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

TO BE COMPLETED BY NOT-FOR-PROFIT CORPORATIONS ONLY:

List below the name and business address of officers, trustees and board members.

Name	Business Address	Title

C. PARTNERSHIPS

List below the name and business address and the percentage of ownership interest for each general, limited, or individual partner entitled to receive 5% or more of the profit derived from partnership activities. The names of all individuals in such partnerships must be listed.

Name	Business Address	Ownership Interest
		_____ %
		_____ %
		_____ %

D. LIMITED LIABILITY COMPANIES

2. List below the names and titles of the officers, if any. If there are no officers, write "none":

Name	Title

3. List below the name, business address, and percentage of ownership interest of each (i) member and (ii) manager.

Name	Business Address	Ownership Interest
		_____ %
		_____ %
		_____ %

E. LAND TRUSTS, BUSINESS TRUSTS, ESTATES, AND OTHER SIMILAR ENTITIES

1. Trust name and number, or other information identifying the trust: _____

2. List below the name and business address of all trustees:

Name	Business Address
_____	_____
_____	_____

3. List below the name, business address, and percentage of ownership interest of all beneficiaries:

Name	Business Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

NOTE: The information provided in this form, shall be kept current. In the event of material changes, the Bidder shall supplement this Affidavit, up to the time the Authority takes action on the Bid, or other application for which this Affidavit is being submitted.

BIDDER:
By _____
(If a corporation and signed by any person other than the President or Vice-President, a certified copy of a resolution or by-law authorizing such person to sign, must accompany this contract)

NOTARIZATION - REQUIRED
State of _____

County of _____

Signed and Sworn to before me on
this _____day of _____, 20_____

By_____
(Signature of Notary Public)

(NOTARY'S SEAL)

(rev.5/15)

3. DEBARMENT-PRIMARY PARTICIPANT (PRIME)

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

_____, certifies to the best of our knowledge and belief that it and
(Company's name)

its principles:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3. Are not presently indicated for or otherwise criminally or civilly charged by charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

THE PRIMARY PARTICIPANT (APPLICANT OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT) _____ CERTIFIES OR
(Company name)
AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 *ET SEQ.* ARE APPLICABLE THERETO.

_____
(Signature and Title of Authorized Official)

If you are unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

4. DEBARMENT FORM

LOWER TIER PARTICIPANT

(SUB-CONSULTANT)

CERTIFICATION OF LOWER TIER PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS

_____, certifies to the best of our knowledge and belief that it and
(Company's name)

its principles:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of frauds or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3. Are not presently indicated for or otherwise criminally or civilly charged by charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

THE LOWER TIER PARTICIPANT (APPLICANT OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT) _____ CERTIFIES
(Company name)
OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 *ET SEQ.* ARE APPLICABLE THERETO.

_____
(Signature and Title of Authorized Official)

If you are unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

5. LOBBYING CERTIFICATION

(PRIME AND SUB-CONSULTANT)

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Executed this _____ day of _____, 20_____.

By: _____
(Type or print name of contractor)

_____
(Signature of authorized officer)

_____
(Title of authorized officer)

6. DRUG FREE WORKPLACE

(PRIME)

CERTIFICATION REGARDING A DRUG FREE WORKPLACE

Pursuant to the definitions regarding a Drug Free Workplace provided in the Drug-Free Workplace Act of 1988, the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq*., the Illinois Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq*., the Federal Acquisition Regulation System ("FAR"), Procedures for Transportation Workplace Drug & Alcohol Testing Programs, 49 CFR 40, and Prevention of Alcohol Misuse & Prohibited Drug Use in Transit Operation, 49 CFR 655,

_____ **("Contractor")** certifies to the best of its knowledge and belief that it and its principals:

1. Maintain a workplace(s) (i.e. the site(s) for the performance of work done by the Contractor in connection with this contract) safe and free from "controlled substances" as described in the Controlled Substances Act (21 U.S.C. 812) and as further described in regulations 21 CFR 1308.11 - 1308.15.

2. Have neither been convicted, including entering a plea of 'nolo contendere,' nor had sentence imposed by any judicial body charged with the responsibility to determine violations of Federal or State criminal drug statutes.

3. Publish and give notice to its employees and sub-contractors that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace, and also that actions will be taken against any and all employees and sub-contractors found to be violation of same.

4. Provide that all employees engaged in the performance of the contract receive a copy of the above statement, that the employee will abide by the terms of this statement, and that the employee will notify the employer in writing of the employee's conviction no later than five (5) calendar days after such conviction.

5. Provide for appropriate action against an employee for violation of any and all of these rules and that an employee convicted of drug abuse must satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health or law enforcement or other appropriate agency.

6. Comply with all drug and alcohol policies, testing programs and reporting requirements set forth in 49 CFR 40 and 49 CFR 655 whenever the Contractor, its employees, or sub-contractor(s) perform one or more of the following functions considered "safety-sensitive", as defined in 49 CFR 655:
    a. Operating a revenue service vehicle, including when not in revenue service;
    b. Operating a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
    c. Controlling dispatch or movement of a revenue service vehicle;
    d. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service; or
    e. Carrying a firearm for security purposes.

7. Have in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.) to be filed with the Authority and made available to the general public, or have in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 365/1 et seq.).

8. Will otherwise comply with all drug and alcohol policies set forth in applicable Federal, State and local laws and regulations, including, but not limited to the Drug-Free Workplace Act of 1988, FAR, Illinois Drug Free Workplace Act, 49 CFR 40 and 49 CFR 655 in such version, prior or subsequent to amendment or revision, as is currently enforced or enforceable at and during the execution and performance of this Contract.

In addition to other remedies, the Contractor's failure to comply with any part of the requirements of the Drug-Free Workplace Act of 1988, FAR, Illinois Drug Free Workplace Act, the Illinois Substance Abuse Prevention on Public Works Projects Act, 49 CFR 40 or 49 CFR 655, may render the Contractor subject to any or all of the following: suspension of payments, termination of contract for default, suspension or debarment. **By executing this Certification, Contractor agrees that the Authority or its designated representatives may audit Contractor's records and procedures as necessary to ensure compliance with the foregoing requirements.**

_____ _____

Signature and Title of Authorized Official Date

7. LIQ NON-DISCLOSURE STATEMENT (PRIME)

LIQ NON-DISCLOSURE STATEMENT PRIME

In connection with the Proposal submitted herewith in response to the Chicago Transit Authority's ("CTA") Letters of Interest and Qualifications ("LIQ"), **Requisition No. C25FT102850277 for Engineering Consulting Services- 9000 Series Rapid Transit Cars. _____** ("Company") acknowledges and agrees that the evaluation process conducted by the CTA on all Proposals submitted is confidential and sensitive. Company further agrees not to take any action(s) that would frustrate the process, provide any unfair advantage to itself, or provide any advantage or disadvantage to any other proposer in connection with the RFP.

Therefore, Company states as follows:

1. All substantive details of the Proposal submitted by Company and all materials and information provided, discussed, disclosed or otherwise conveyed, whether in writing or orally, by the CTA or Company or between Company and CTA during demonstrations, presentations, meetings or negotiations in connection with the CTA's evaluation of Company's Proposal, including cost or price information, technical information or any other proposal information or conditions with respect to the possible procurement transaction contemplated by the RFP (the "Transaction"), the identity of the CTA's evaluation committee, the name of the proposers, or any sub-contractor, and the number of proposers are hereby referred to as "Confidential Evaluation Material" for purposes of this Statement. Confidential Evaluation Material shall also include all communications regarding the Transaction with Authorized CTA Personnel, including: (i) requests for additional information, (ii) requests for tours or management meetings, (iii) discussions or questions regarding the Transaction, (iv) the occurrence, existence, or lack thereof, of any such communication, discussion or negotiation, (v) the status of discussions or negotiations and (vi) the fact that any Confidential Evaluation Material has been made available to Company. The term Confidential Evaluation Materials does not include statements informing another of the submission or existence of the Proposal.

2. Company will limit knowledge of and access to the Confidential Evaluation Materials to only those of its principals, directors, officers, employees and representatives, who have a need to know such information (collectively the "Company Parties") and such Confidential Evaluation Materials shall be used solely in connection with negotiations with Authorized CTA Personnel regarding the Transaction. When the Company discloses Confidential Evaluation Material to any of the Company Parties, it shall be the Company's responsibility to ensure that all Company Parties recognize the confidential nature of such information, together with the restrictions on use and disclosure contained herein.

3. Company will not disclose any Confidential Evaluation Material to any employee, officer or Board member of the CTA who is not named as Authorized CTA Personnel. Additionally, Company will not contact any employee, officer or Board member of the CTA other than the Authorized CTA Personnel on any matter involving this Transaction. Authorized CTA Personnel shall mean only the CTA Procurement Administrator for the Transaction, the General Manager – Purchasing, the Vice President – Purchasing and Supply Chain and any other CTA person or position specifically authorized in writing by either the CTA's Procurement Administrator, General Manger - Purchasing, or Vice President – Purchasing and Warehousing.

4. The Company shall not disclose any Confidential Evaluation Material to, or use any such information for the advantage or disadvantage of, any third person. The term "third person" shall be broadly interpreted to include without limitation any corporation, company, group, partnership or an individual other than the Company Parties and Authorized CTA Personnel.

5 Notwithstanding the above, the obligations of Company regarding the Confidential Evaluation Material do not apply to information which in the opinion of Company's counsel is otherwise required to be disclosed by law. In such event, Company shall provide CTA with written notice of such a determination, and a supporting statement from its counsel, prior to disclosure.

6. Company shall advise the CTA in writing if it learns of any unauthorized use or disclosure of Confidential Evaluation Material.

7. The CTA shall be entitled to equitable relief, including injunction, if any provision of this Statement is breached. Additionally, the CTA reserves the right to disqualify the Company from further consideration for the Transaction in the event of a breach of the terms of this Statement.

8. This Statement is governed by the laws of the State of Illinois and any lawsuits involving this Statement shall be filed in courts of competent jurisdiction located in Cook County, Illinois.

9. This Statement shall be effective as of the date signed and shall continue in full force and effect until the date on which a contract award for the Transaction is made by the CTA's Board.

Agreed to and Accepted:

_____
Company

By: _____

Name: _____

Title: _____

Date: _____

8. LIQ NON-DISCLOSURE STATEMENT (SUB-CONSULTANT)

LIQ NON-DISCLOSURE STATEMENT SUB-CONSULTANT

In connection with the Proposal submitted herewith in response to the Chicago Transit Authority's ("CTA") Letters of Interest and Qualifications ("LIQ"), **Requisition No. C25FT102850277 for Engineering Consulting Services- 9000 Series Rapid Transit Cars.** _____ ("Company") acknowledges and agrees that the evaluation process conducted by the CTA on all Proposals submitted is confidential and sensitive. Company further agrees not to take any action(s) that would frustrate the process, provide any unfair advantage to itself, or provide any advantage or disadvantage to any other proposer in connection with the RFP.

Therefore, Company states as follows:

1. All substantive details of the Proposal submitted by Company and all materials and information provided, discussed, disclosed or otherwise conveyed, whether in writing or orally, by the CTA or Company or between Company and CTA during demonstrations, presentations, meetings or negotiations in connection with the CTA's evaluation of Company's Proposal, including cost or price information, technical information or any other proposal information or conditions with respect to the possible procurement transaction contemplated by the RFP (the "Transaction"), the identity of the CTA's evaluation committee, the name of the proposers, or any sub-contractor, and the number of proposers are hereby referred to as "Confidential Evaluation Material" for purposes of this Statement. Confidential Evaluation Material shall also include all communications regarding the Transaction with Authorized CTA Personnel, including: (i) requests for additional information, (ii) requests for tours or management meetings, (iii) discussions or questions regarding the Transaction, (iv) the occurrence, existence, or lack thereof, of any such communication, discussion or negotiation, (v) the status of discussions or negotiations and (vi) the fact that any Confidential Evaluation Material has been made available to Company. The term Confidential Evaluation Materials does not include statements informing another of the submission or existence of the Proposal.

2. Company will limit knowledge of and access to the Confidential Evaluation Materials to only those of its principals, directors, officers, employees and representatives, who have a need to know such information (collectively the "Company Parties") and such Confidential Evaluation Materials shall be used solely in connection with negotiations with Authorized CTA Personnel regarding the Transaction. When the Company discloses Confidential Evaluation Material to any of the Company Parties, it shall be the Company's responsibility to ensure that all Company Parties recognize the confidential nature of such information, together with the restrictions on use and disclosure contained herein.

3. Company will not disclose any Confidential Evaluation Material to any employee, officer or Board member of the CTA who is not named as Authorized CTA Personnel. Additionally, Company will not contact any employee, officer or Board member of the CTA other than the Authorized CTA Personnel on any matter involving this Transaction. Authorized CTA Personnel shall mean only the CTA Procurement Administrator for the Transaction, the General Manager – Purchasing, the Vice President – Purchasing and Supply Chain and any other CTA person or position specifically authorized in writing by either the CTA's Procurement Administrator, General Manger - Purchasing, or Vice President – Purchasing and Warehousing.

4. The Company shall not disclose any Confidential Evaluation Material to, or use any such information for the advantage or disadvantage of, any third person. The term "third person" shall be broadly interpreted to include without limitation any corporation, company, group, partnership or an individual other than the Company Parties and Authorized CTA Personnel.

5 Notwithstanding the above, the obligations of Company regarding the Confidential Evaluation Material do not apply to information which in the opinion of Company's counsel is otherwise required to be disclosed by law. In such event, Company shall provide CTA with written notice of such a determination, and a supporting statement from its counsel, prior to disclosure.

6. Company shall advise the CTA in writing if it learns of any unauthorized use or disclosure of Confidential Evaluation Material.

7. The CTA shall be entitled to equitable relief, including injunction, if any provision of this Statement is breached. Additionally, the CTA reserves the right to disqualify the Company from further consideration for the Transaction in the event of a breach of the terms of this Statement.

8. This Statement is governed by the laws of the State of Illinois and any lawsuits involving this Statement shall be filed in courts of competent jurisdiction located in Cook County, Illinois.

9. This Statement shall be effective as of the date signed and shall continue in full force and effect until the date on which a contract award for the Transaction is made by the CTA's Board.

Agreed to and Accepted:

_____
Company

By: _____

Name: _____

Title: _____

Date: _____

9. FREEDOM OF INFORMATION DECLARATION FORM (PRIME)

FREEDOM OF INFORMATION DECLARATION

Place an "X" on the appropriate line and fill in the blanks:

_____ There is no information contained in the attached proposal/letter of interest and qualification that is proprietary, privileged or confidential to Proposer/Respondent:

_____
(Insert the name of your company)

pursuant to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/1 *et seq.* I acknowledge that the entire contents of the attached proposal/letter of interest and qualification may be publicly disclosed by CTA upon request pursuant to FOIA or may be published in whole or in part on CTA's website or in any other format without further notice to Proposer/Respondent.

_____ The attached proposal/letter of interest and qualification contains information that is proprietary, privileged, or confidential to Proposer/Respondent:

_____
(Insert the name of your company)

pursuant to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/1 *et seq.* To the extent that proprietary, privileged or confidential information is being submitted to CTA in the attached proposal/letter of interest and qualification, the proposal/letter of interest and qualification has been marked as required by CTA's Freedom of Information Act Notice. I acknowledge that the contents of the attached proposal/letter of interest and qualification that are not identified as containing proprietary, privileged or confidential information may be publicly disclosed by CTA upon request or may be published in whole or in part on CTA's website or in any other format without further notice to Proposer/Respondent.

If CTA has any questions regarding the contents of the attached proposal/letter of interest and qualification or information marked as proprietary, privileged, or confidential by Proposer/Respondent, CTA's Freedom of Information Officer should contact (Please Print):

Name: _____

Title: _____

Company: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail: _____

10. AFFIDAVIT OF MINIMUM WAGE PAYMENT

(PRIME)

AFFIDAVIT OF MINIMUM WAGE PAYMENT

COMPLETE SECTION (A) OR (B), AS APPLICABLE

(A) The undersigned affirms, to the best of his or her knowledge and belief, that:

(1) The undersigned understands and agrees that the Contractor and its Subcontractors are required to pay certain employees $13.00 ("Minimum Wage") per hour for all work that qualifies for Minimum Wage under Section 1.10 of the Authority's Purchasing Policy & Procedures ("Minimum Wage Policy").

(2) The undersigned understands and agrees that, unless otherwise exempted in the Contract or the Minimum Wage Policy, the Contractor and its Subcontractors, if any, are required to pay Minimum Wage to:

a) all employees performing work or services on property owned or controlled by the Authority or at any other location specified by the Authority in the Contract as the location for performance of the work or services;

b) those employees who are directly performing work or services for which the Authority pays the Contractor an hourly rate or per piece work rate for work or services; and

c) those employees who fulfill the Authority's requirement for the Contractor to provide specified work hours or a specified number of workers;

(3) The undersigned understands and agrees that the Contractor and its Subcontractors, if any, must cooperate in any investigation by the Authority regarding compliance with the Minimum Wage Policy. Failure to comply with the Minimum Wage Policy or to cooperate in such an investigation is grounds for the Authority declaring the Contractor in default of this Contract and exercising such remedies as the Authority deems appropriate.

The undersigned solemnly declares and affirms under penalty of perjury that the above and foregoing are true and correct, and that he or she is authorized on behalf of the Contractor or Subcontractor to sign this affidavit.

_____
(Name of Contractor/Subcontractor)

_____
(Signature)

_____
(Name and Title of Affiant)

_____
(Date)

OR

(B) The undersigned solemnly declares and affirms under penalty of perjury that, to the best of his or her knowledge and belief, no employees of the Contractor or its Subcontractors meet the criteria set forth above and, as such, the Minimum Wage Policy is not applicable to this Contract. The undersigned further declares that he or she is authorized on behalf of the Contractor or Subcontractor to sign this affidavit

_____
(Name of Contractor/Subcontractor)

_____
(Signature)

_____
(Name and Title of Affiant)

_____
(Date)

11. AFFIDAVIT OF PROMPT PAYMENT (PRIME)

AFFIDAVIT OF PROMPT PAYMENT

Complete either (A) or (B), as applicable

(A) The undersigned affirms, to the best of his/her knowledge and belief, that:

(1) The undersigned understands and agrees that the Contractor is required to pay all Subcontractors for all work that any Subcontractor has satisfactorily completed no later than 14 business days after the Contractor has received payment from the Authority for that work.

(2) The undersigned understands and agrees that the Contractor is required to pay retainage amounts, if any, to a Subcontractor no later than 14 business days after that Subcontractor has satisfactorily completed its portion of the work, whether or not the Authority has released retainage to the Contractor for that portion of the work.

(3) The undersigned understands and agrees that any delay in or postponement of payment to any Subcontractor by the Contractor requires the Contractor to demonstrate good cause and to receive prior written approval of the General Manager, Purchasing.

(4) The undersigned understands and agrees that the Authority will not pay the Contractor for Services performed or Deliverables submitted unless and until the Contractor certifies that the Subcontractors have been promptly paid for the work or services they have performed under all previous payment requests, as evidenced by the filing with the Authority the Contractor's sworn statement that the Contractor has complied with the prompt payment requirements.

The undersigned solemnly declares and affirms under penalty of perjury that the above and foregoing are true and correct, and that he/she is authorized on behalf of the Contractor to sign this affidavit.

_____
(Name of Contractor)

_____
(Signature)

_____
(Name and Title of Affiant)

_____
(Date)

OR

(B) The undersigned solemnly declares and affirms under penalty of perjury that no Subcontractors will be used in the performance of the work or services and, as such, the statutory prompt payment requirements are inapplicable. The undersigned further declares that he/she is authorized on behalf of the Contractor to sign this affidavit.

_____
(Name of Contractor)

_____
(Signature)

_____
(Name and Title of Affiant)

_____
(Date)

12. TABLE OF EXCEPTIONS

(PRIME)

Table of Exceptions

Requisition No. C25FT102850277

Engineering Consulting Services- 9000 Series Rapid Transit Cars

Proposers must identify the page, section number, provision and the specific exception, non-conformance and/or substitute language proposed. Failure to identify any specific items of non-compliance will result in CTA assuming compliance. The CTA, at its sole discretion may reject any exception or specifications within the proposal.

Page Number	Section Number	Provision	Specific Exception, Non-Conformance, and/or Substitute Language Proposed

13. BIDDERS LIST

(PRIME)

(Bidders List provided separately in Excel)

APPENDIX G

QUALITY ASSURANCE AND QUALITY CONTROL REQUIREMENTS

QUALITY MANUAL
REVISION 9

Approvals:

Jasmine K Edwards — 08/22/2023
Senior Manager, Quality Assurance and Program Certification — Date

8/23/23
Chief Engineer — Date

Steve Morchin — 8/23/23
Vice President, Capital Construction — Date

8/29/2023
Vice President, RPM — Date

JaNeshka Marshall — 8/29/2023
Vice President, RLE — Date

8/30/23
Chief Infrastructure Officer — Date

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Revision	Description	Date
0		
1		
2	Revised to reflect organization realignment of the Engineering and Construction Departments. (circulating for signature in 03/2004)	03/2004
3	Revised to address organizational restructuring. Established measurable goals.	04/06/2008
4	Revised to address organizational changes.	12/09/2009
5	Revised to address organizational changes.	07/26/2011
6	Reformatted document. Updated plan contents to align with ISO 9001:2015. Addressed organizational changes.	04/2017
7	Revised to address organizational changes and updated section 2.5 to include CMs/ORs in CTA's QMS.	06/2018
8	Revised to address organizational changes and updated section 2.1.	03/2023
9	Revised to clarify in meeting ISO Clause 7.2 Competence and updated section 4.2.	08/2023

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1 Organizational Context

1.1 The Capital Improvement Program

The purpose of the Chicago Transit Authority's (CTA's) Capital Improvement Program (CIP) is to facilitate the rehabilitation, renewal, and modernization of CTA's fixed asset base. The primary activities performed within the program include planning, design, field construction, and construction management. The CTA does not maintain the permanent staff required to accomplish all tasks internally, therefore activities may be performed internally, contracted externally, or a combination thereof based on the scope, magnitude, and funding for an improvement project.

The Infrastructure Division administer CIP projects for CTA, including but not limited to passenger stations, administrative facilities, substations, subways, track, bus maintenance facilities, rail maintenance facilities, as well as the communication, signal, traction power and security systems.

Internal stakeholders include employees within CTA's Planning, Engineering, Construction, Rail and Bus Operations, Vehicle Maintenance, Power & Way Maintenance, Facilities Maintenance, and Program Manager. These stakeholders expect the Quality Management System (QMS) to assist with providing them newly constructed or rehabilitated assets that serve their intended purpose, require minimal maintenance, and can extend beyond their expected useful life if necessary.

External stakeholders include customers, the Federal Transit Administration (FTA), Illinois Department of Transportation (IDOT), Chicago Department of Transportation (CDOT), the City of Chicago, the Regional Transportation Authority (RTA), and externally contracted consultants and contractors. These stakeholders expect the QMS to provide them with compliant, consistent, safe, and reliable assets with accurate records throughout the design and construction processes.

CIP funding constraints and volatility require all projects to be completed within the allotted budget and schedule. CTA's QMS has been developed and implemented in order to assure stakeholders that the quality of the project will not be diminished while adhering to established budget and schedule constraints.

1.2 The Infrastructure Division

The primary functional areas within Infrastructure as they are related to the CIP are Engineering, Construction, and the Program Manager.

The primary Engineering activities and processes include:

a) Development of design documents.
b) Review and approval of design documents supplied by external providers.
c) Engineering support functions during design and construction activities.
d) Maintenance of the existing infrastructure design related documents and records.

The primary Construction activities and processes include:

a) Administration of design and construction management activities.
b) Oversight and evaluation of external contractors and consultants.
c) Oversight and contract enforcement of field construction, project procedures, processes, and record management.

Additionally, Infrastructure Division contract with a Program Manager. The Program Manager responsibilities include:

a) Program and project planning services
b) Design oversight
c) Construction oversight
d) Program controls
e) General administration

1.3 Scope

The QMS described in this Quality Manual applies to projects within the Infrastructure Division CIP. The QMS applies to the entire project life cycle as described in Section 1.1 and 1.2.

This Quality Manual follows the recommendations contained within the current version of the FTA *Quality Management System Guidelines.* In addition, it has been established to satisfy the ISO 9001:2015 Standard for a QMS with exceptions identified below. Regulatory and statutory requirements are met at the process level during planning, design, and construction activities.

CTA is not directly responsible for the following areas:

a) Identification and traceability
b) Property belonging to customers or external providers
c) Product preservation

The responsibilities associated to meet these requirements are included in external provider contracts. CTA monitors compliance with them and other contract requirements through surveillance activities including inspections and audits.

CIP procurement of external provider contracts and equipment is performed independently and impartially by CTA's Purchasing Department. The Purchasing Department is outside of the Infrastructure Division; therefore, most procurement process activities are not included within the QMS. High level activities relating to procurement may be identified within quality procedures for information or reference, however they are not mandated by the QMS.

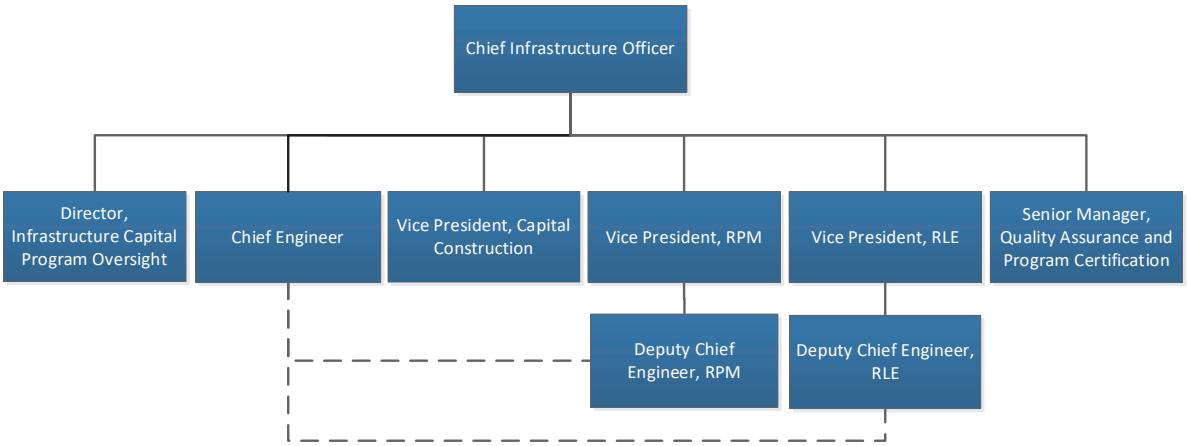
2 Leadership

2.1 Leadership Commitments and Responsibilities

CTA's leadership is committed to implementing and maintaining the QMS and to continuously improving its products and services as outlined in Section 1.2. This commitment is demonstrated by the following actions:

a) Establishment of a quality policy and measurable objectives appropriate for the purpose of the organization.
b) Actively contributing to the development and implementation of the QMS.
c) Allocating and supporting resources to ensure competent resources are available to effectively manage quality management processes at all organizational levels.
d) Monitoring the effectiveness of the QMS through internal and external engagement, reporting, and management reviews.
e) Ensuring the QMS processes, other interrelated internal system processes, and management of resources are consistently aligned with the needs of our stakeholders in order to provide tangible value.

The following diagram represents the management personnel responsible for the implementation, facilitation, and maintenance of the QMS as described in this manual.



2.2 Customer Focus

The sole purpose of the QMS is to provide the framework which supports the Quality Policy in order to assure stakeholder quality expectations are the principle factors while developing, monitoring, and improving our processes.

2.3 Quality Policy

It is our policy to plan, design, and construct safe and reliable infrastructure for our customers, employees, and external partners by complying with industry standards and requirements, communicating clear internal and external provider expectations, and continually improving our processes.

CTA is committed to continually improving the QMS in pursuit of achieving quality standards at the highest level while adhering to the project schedule and budget.

2.4 Quality Goals

This Quality Manual describes CTA's commitment to quality-related activities pertaining to design and construction. Implementation of these commitments demonstrates assurance that CTA will execute all phases of capital projects in a manner that will meet or exceed stakeholder expectations, promote continuous improvement of our products and services, and support the quality policy. The following goals have been established in order to support the quality policy:

- Provide reliable project planning
- Provide comprehensive and constructible design documents and standards
- Establish, administer, and demonstrate consistent project processes and procedures

These goals will be achieved by establishing objectives at the process level in order to continuously improve the inputs and outputs of the individual processes.

2.5 Externally Contracted Management and Responsibilities

The following contractors and consultants are contracted to perform critical activities that directly affect CTA's QMS, policy, and overall customer satisfaction. Upon contract execution, each external provider is required to submit a QMS in accordance with the FTA *Quality Management System Guidelines*. Upon approval, the contracted entity is subject to surveillance and audit by CTA.

- Design Consultants
- Prime Contractors

Exceptions to the above external providers are the contracted Program Manager, Construction Managers, and Owner's Representatives. Their activities are closely interrelated with CTA's internal processes; therefore, they must adhere to the requirements of this QMS and are subject to CTA's internal audit process.

3 Planning

3.1 Risks and Opportunities

Risks may be identified and mitigated during multiple stages of a project depending on the magnitude of the project. All capital improvement projects undergo a risk analysis as part of development of the Project Master Plan. In addition, risks are identified and mitigated throughout the design and construction processes.

Major projects, as identified by the FTA, have additional Safety and Security Certification (SSC) requirements. SSC requirements address risks associated with hazards, threats, and vulnerabilities. These risks are addressed throughout a project life cycle. SSC processes and deliverables are exclusive of this QMS however several areas of this plan are direct contributors to those processes. The QMS contributions include audits, test and inspection requirements and results, and project records.

Opportunities for improvement are identified through a systematic lesson learned process at the project level. Lessons reported by the Engineering and Construction Departments are provided to the Quality Department to report them to Executive Leadership for their action.

4 Quality Management System Approach

4.1 Quality Management System

CTA seeks to continually improve the effectiveness of the QMS by:

- Assessing stakeholder requirements at all levels of the organization.
- Promoting stakeholder participation in process development and improvement.
- Implementing the processes needed to achieve the QMS goals and objectives.
- Implementing data trending systems to ensure opportunities for improvement are identified, analyzed, and addressed utilizing a systematic approach.
- Ensuring the availability of resources and information necessary to support the operation and monitoring of these processes.

The documented quality system is comprised of:

a. Quality Policy, Goals and Objectives
b. Quality Manual
c. Construction Manager Manual
d. Architectural and Engineering Manual
e. Infrastructure Design Criteria Manual
f. Quality Procedures, Work Instructions, and Forms
g. Records

Requirements for a documented quality system are extended to CTA’s suppliers, consultants, and contractors through the contract.

4.2 QMS Resources and Training

All Infrastructure Division CIP personnel contribute to the effectiveness of the QMS. Requirements for personnel competencies, qualifications and experience are identified and evaluated during the hiring process maintained within CTA's Human Resource Department and external providers maintain their own. QMS training is provided to all new personnel by the Senior Manager, Quality Assurance and Program Certification (QACP) or designee within 30 days of hire. The training program includes:

a. Understanding of the quality policy and objectives.
b. Location and access to the various elements within the QMS.
c. Relevance of personnel activities and how they contribute to the QMS.

Infrastructure Division has determined the necessary competence of CIP personnel to perform any roles under the capacity of the QMS will need to participate in QMS orientation and pass the QMS refresher and annual QMS training with a 70% or greater. In addition to the competence requirements, auditors have additional requirements to be able to qualify in performing internal audit functions. New auditor will participate in an audit mentor program. Program consists of applying QP-QA-113 Quality Audits process while working under a qualified lead auditor on first audit and perform second audit as lead auditor with oversight from Senior Manager, QACP or designee.

Organizational knowledge is retained by updating and maintaining documented information to include quality procedures, work instructions, manuals, and standards. Training and/or notifications are provided upon changes and updates to the documented information. Refresher training is provided annually for all CIP personnel.

4.3 Measurement, Analysis, and Improvement

Internal and external audits ensure effective implementation and maintenance of the QMS in addition to conformance with regulatory standards and guidelines.

The effectiveness of the QMS is reviewed during regular management reviews. Data trending analysis performed at the relevant process level may include audit results, nonconforming conditions, lessons learned, contractor evaluations, and customer feedback. Improvement opportunities, to include QMS changes, are identified and prioritized based on potential positive or negative impacts to the QMS stakeholders.

APPENDIX H

MANUAL OF PROCEDURES FOR A/E SERVICES

Manual of Procedures for Architectural and Engineering Services

Approvals:

10-25-19

Chief Engineer
James Harper

Date

10-22-19

Chief Infrastructure Officer
William Mooney

Date

Document Revision History

This Architectural and Engineering Manual for the Infrastructure Division Capital Improvement Program is a controlled document. The controlled copy will be stored electronically on the Infrastructure Division SharePoint site. Anyone referring to a printed copy of this document should verify they are using the latest revision.

Revision	Description	Date
1	Updated to reflect current practices and requirements.	10/2019

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1 Purpose and Scope

1.1 Purpose

The purpose of this manual is to provide guidance for the development of the Contract requirements based on the Scope of Work (SOW) for the Capital Improvement Program (CIP) within the CTA Infrastructure Division. It identifies the typical standards and procedures that must be considered and adhered to for all Contracts identified within the scope of this manual.

This manual is not intended to be all inclusive of Contract requirements, nor does it represent instruction in all areas where instruction may be deemed necessary. It may be supplemented by issuance of current standards and procedures related to construction, materials, workmanship, criteria, and standards throughout the duration of the Contract.

1.2 Scope

This manual is intended to supplement and become a part of a Contract for architectural and engineering requirements. It is applicable to all Contracts within the Infrastructure Division CIP.

There may be content within this manual that is not germane to all Contracts based on the SOW. Items not applicable must be clearly identified within the individual Contracts and Task Orders. All other items are considered to be relevant, included in the Contract, and must be addressed accordingly.

The following are provided by CTA as inputs to be utilized and incorporated into designs:

a) SOW
b) Construction budget and schedule
c) Infrastructure Design Criteria Manual (IDCM)
d) CTA Technical Specifications
e) Division 1 Specifications
f) Surveys, assessments, investigations, and schematic concept data (if available)

Additional related CTA documents that may be provided include:

a) Quality Management System
b) Quality Procedures, Work Instructions, and Forms
c) Construction Safety Manual
d) Safety and Security Management Plan (SSMP)
e) Safety and Security Certification Plan (SSCP)

2 Contract Administration

2.1 Administrative Tasks

All tasks, deliverables, and communication must be via CTA's Project Website. Required personnel must attend a CTA provided training session in order to access the Project Website. In addition to the requirements of the Contract and this Manual, the architectural and

engineering firm is required to follow all Project Website processes and procedures throughout all project phases.

The following are administrative tasks to be performed by the architectural and engineer firm throughout the Contract duration:

a) Coordinate and attend project meetings as required by CTA. Mandatory meetings during design activities include:
   - Project kick-off
   - Design coordination with CTA
   - Design review comment resolution
   - 3rd party coordination (as approved by CTA)
   - Permit intake and reviews
     Note: Communication with 3rd party agencies outside of the Contract must be coordinated through CTA and must be included within the project record.
b) Submit a list of all deliverables and the responsible party for providing them.
c) Submit a resource loaded schedule with deliverable dates.
d) Submit a Schedule of Values (SOV) indicating all activities required in the Level of Effort (LOE).
e) Distribute meeting agendas and minutes within a required timeframe as identified by CTA. Minutes must contain all discussions and decisions reached and include the sign-in attendance sheet. Memorialize decisions made with Design Request for Information (DRFI) in the Project Website.
f) Submit invoices on a monthly basis starting 30 days after beginning billable work. Attach relevant supporting documentation in accordance with the Contract requirements. At a minimum, invoice supporting documentation must include:
   - Work progress reports
   - Quality Management System goals metrics
   - Project schedule updates
   - Earned value reports
   - Actual LOE vs. estimated and forecasted (S-Curve summary)

If no billable work was performed after the 1st monthly invoice, submit a statement for each month indicating no work was performed.

2.2 General Requirements

The architectural and engineering firm will implement a Quality Management System (QMS) in accordance with the Federal Transit Administration's (FTA) Guidelines for a Quality Management System. An overarching QMS must be approved by CTA. Each subsequent Contract issued requires a project specific supplement to the approved QMS. The supplement will include the SOW, an organization chart, risks and opportunities, project goals, and other supplemental information required to ensure a high quality end product.

Additionally, the architectural and engineering firm will follow CTA's Quality Procedures and Work Instructions as deemed necessary by CTA.

The architectural and engineering firm and any Subcontractors must become familiar with and adhere to CTA's Safety policies and procedures as applicable when on CTA property. CTA's

Construction Safety Manual describes requirements for the safety of personnel to include mandatory Rail Safety Training, proper Personal Protective Equipment (PPE), and property passes.

CTA will issue Nonconformance Reports (NCR) or audit findings for nonconforming work or processes. The architectural and engineering firm will be required to respond indicating the root cause, corrective action, and action to prevent recurrence

The DOR's performance will be evaluated based on an established schedule. An evaluation meeting will be held to present results. Corrective action plans will be required for items deemed unsatisfactory.

3 Design Phase Deliverables

3.1 General

Minimum site visit requirements:

a) Perform site visits to become familiar with existing conditions.
b) Perform field surveys to assure all required clearances will be met.
c) Perform other surveys, site visits, or inspections as deemed necessary to provide a complete and constructible design.
d) Provide a detailed site visit report for each visit to record the results and existing assets as well as other information germane to the related design activity.

In order to facilitate the review of a design or work package, the architectural and engineering firm will include assumptions for interrelated work in the design, or integral to the design, where details of the interrelated work are not sufficiently known or developed. Assumptions will be presented in a design report narrative with each submittal. The DOR will monitor assumptions as the remainder of the work is progressed. The design report will include the following:

a) Table of Contents for the submittal
b) Updated Design Criteria Conformance Checklist (DCCC)
c) Certification of Contract compliance
d) Executive summary of how the submittal fits in context with the balance of the design
e) Summary of significant developments subsequent to the previous submittal
f) Description of phasing approach including integration of phasing with other design or Work packages
g) Known outstanding items to be resolved
h) Design assumptions
i) Design issues log
j) Code analysis and applied standards
k) Log of approved deviations
l) Status of permit documents
m) Construction cost estimates
n) Updated risk assessment
o) Updated asset management table

3.2 Preparation of Design Submittals

Design submittals and Contract deliverables must be prepared and submitted at intervals as outlined in the SOW. CTA will furnish an electronic version of the standard drawing sheet along with a blank cover sheet. Title Block information and general arrangement of documents will also be provided. Additionally, a CTA supplied project number is to appear on CTA's approved Title Block on every sheet for drawing packages and in the upper left corner of every specification page.

Division 1 Specifications may be edited upon CTA approval. A Table of Contents indicating the editable Specifications will be provided by CTA. Division 1 Specifications must be included in interim and final design submittals.

Minimum documentation requirements:

a) Contract documents must comply with the latest edition of all associated regulatory requirements as applicable for the scope of work. Examples include but are not limited to, local building codes, Federal/State/County/City codes, AREMA, NFPA, OSHA, etc.
b) Design submittals to include all Specifications prepared in the latest Microsoft Word format, drawings in AutoCad DWG format, and PDF versions of both. Provide hard copies if requested by CTA.
c) Sketches, presentations, studies, and renderings as determined by CTA.

3.3 Permits and Procurement

The architectural and engineering firm will prepare a signed and sealed Issued for Permit & Procurement (90%) set. The permit set must meet the requirements for each agency having regulatory jurisdiction and may include:

a) Calculations
b) Worksheets
c) Applications
d) Inspection reports
e) Surveys

The architectural and engineering firm will prepare and submit to CTA a conformed Issued for Construction (IFC) documents set that incorporates all permit corrections and procurement addenda. All clouds from each drawing must be removed in the IFC drawings. All tracked changes must be removed from the IFC specifications. Specification and drawing indices indicating revised, added, or deleted sections must be included with the IFC set. Revisions to the IFC set will be processed as changes to the Contract as indicated in the project Contract.

4 Construction Phase Deliverables

4.1 General

The architectural and engineering firm will be responsible for the following tasks:

a) Respond to Requests for Information (RFI)
b) Perform submittal reviews and recommend dispositions

c) Conduct field and factory visits as requested by CTA or as outlined in the Contract
d) Provide detailed written reports for each visit performed
e) Attend project meetings as requested by CTA. Types of meetings may include:

- Preconstruction
- Weekly project progress
- Pre-activity
- Coordination
- Safety
- Safety and Security
- Quality
- Closeout
- Lessons learned

4.2 Project Closeout

Upon construction completion, architectural and engineering firm may participate in performing a project inspection and assist in the preparation of a Punch List. Upon Punch List completion, perform an inspection of the project.

The architectural and engineering firm will review all Closeout records included in the Contractor's Closeout Plan.

Prepare as-built drawings based upon the Construction Manager's approval of the Contractor's 'red-lined' project documents. Additionally, the architectural and engineering firm will prepare as installed documentation for elements of the project performed by CTA forces and third party agencies such as utilities. All as-built drawings must be prepared in the format required by CTA's CAD Standards.

Perform a site visit one year after project is complete to ensure expectations have been met and to verify there are no items that need to be addressed prior to warranty expiration.