CHICAGO TRANSIT AUTHORITY

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Chicago, Illinois 60661-1498
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September 10, 2025

Subject: Requisition C25FI103258528 – Letters of Interest and Qualifications (LIQ)
Forest Park Program – Track Design – IL Medical District Track Marker CN69 to I-290 Bridge Track Marker CN459

Dear Proposers:

The Chicago Transit Authority is seeking responses for the subject requisition. Proposals are to be delivered to the Bid Office's E-Procurement platform through electronic submission via Bonfire at:

https://transitchicago.bonfirehub.com/portal/?tab=openOpportunities

Proposals submitted in hard copy will not be accepted.

Proposals are due Friday, October 24, 2025, no later than 3:30 p.m. Central Time.

The Pre-Proposal Meeting will be held via Zoom on Thursday, September 18, 2025 @ 10:00 a.m. Central Time. All attendees must register for the Pre-Proposal Meeting at the following link:

https://us02web.zoom.us/meeting/register/EZeSOUUcQBykiNAHc2Q1vA

After registering, the Zoom link and telephone number will be emailed. Registration is necessary to track and issue meeting attendance.

Questions regarding this LIQ must be submitted in writing no later than Wednesday, September 24, 2025, 3:30 p.m. Central Time via Bonfire. Questions will not be accepted after this date.

If you have any questions, please contact Joyce Connors, Senior Procurement Administrator at jconnors@transitchicago.com.

Sincerely,

Maria Williams Baxter

Maria Williams-Baxter
Director, Purchasing

cc: File

Chicago Transit Authority

Letters of Interest and Qualifications (LIQ)

for

FOREST PARK PROGRAM – TRACK DESIGN

ILLINOIS MEDICAL DISTRICT (IMD) TRACK MARKER CN69 to

I-290 BRIDGE TRACK MARKER CN459

REQUISITION No. C25FI103258528

Confidentiality and Non-Disclosure: Firms requiring additional assistance shall only contact Joyce Connors, Sr. Procurement Administrator at Jconnors@transitchicago.com. Firms, including all team Subconsultants, who contact any CTA personnel, either verbally or in writing, concerning this solicitation, are in violation of the procedures and any submitted Response 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. Barkley, Chairman

Table of Contents

I. PROCUREMENT BACKGROUND 4
II. SCOPE OF SERVICES 5
III. SCHEDULE 5
IV. TERM OF SERVICES 5
V. PROPOSAL FORMAT 5
VI. PROPOSAL REQUIREMENTS 5
VII. ADDITIONAL SUBMISSION DATA 13
VIII. SUBMISSION OF PROPOSALS 13
IX. EVALUATION CRITERIA 13
X. SELECTION PROCESS 14
XI. CONFLICT OF INTEREST 15
XII. CTA PROTEST PROCEDURE 16

APPENDICES

Appendix A Scope of Services

Appendix B Quality Management System (QMS) Requirements

Appendix C Manual of Procedures for Architectural and Engineering Services

Appendix D Technical Links

1. Infrastructure Design Criteria Manual
2. Master Specifications
3. Standard and Guide Drawings
4. Adjacent Construction Manual
5. Construction Safety Manual

Appendix E Model Agreement

Appendix F Insurance and Bond Requirements

Appendix G Special Conditions: Disadvantaged Business Enterprise Program

Appendix H Special Conditions: Workforce Initiatives

Appendix I Freedom of Information Act Notice

Appendix J Certifications and Submission Forms

1. Brief History of Company (Prime Only)
2. Disclosure of Ownership (Prime & Sub-Consultant)
3. Debarment – Primary Participant (Prime Only)
4. Debarment – Lower Tier Participant (Sub-Consultant Only)
5. Lobbying (Prime & Sub-Consultant)
6. Drug Free Workplace (Prime Only)
7. Non-Disclosure Statement (Prime)
8. Non-Disclosure Statement (Sub-Consultant)
9. Freedom of Information Declaration Form (Prime Only)
10. Affidavit of Minimum Wage Payment (Prime Only)
11. Affidavit of Prompt Payment (Prime Only)
12. Table of Exceptions (Prime)

I. PROCUREMENT BACKGROUND

A. Introduction

The Chicago Transit Authority (CTA) is seeking a qualified Designer of Record (DoR) for the Forest Park Program – Track Design, Illinois Medical District (IMD) Track Marker CN69 to I-290 Bridge Track Marker CN459 Project. The DoR will provide services and deliverables for Administrative, Design, Permit, Bidding, Construction, and Closeout phases for the Project.

The reconstruction of the Forest Park Branch of the CTA rail rapid transit system will restore service reliability and speed, provide for greater environmental resilience, and enhance the overall transit experience for the western side of Chicago.

The construction of the project is anticipated to be in several phases, up to potentially eight (8) segments, based on how the funding is identified. The first segment (Kedzie Interlocking to Keeler Pedestrian Bridge) will follow an accelerated design schedule as construction phase funding is available. The Bid, Construction & Closeout Phase Services for Kedzie Interlocking to Pulaski Interlocking and Pulaski Interlocking to Keeler Pedestrian Bridge will be negotiated with the base contract.

CTA will negotiate up to seven (7) two-year options for Bid, Construction & Closeout Phase Services for the unfunded segments, approximately one mile in length, final locations to be determined based on funding. However, CTA may elect to exercise one single option for the unfunded construction phase segments.

B. Project Background

Built in 1958, many of the infrastructure assets on the Forest Park Branch are original dating back to the opening of the Branch. CTA, in conjunction with the Illinois Department of Transportation (IDOT) completed the Forest Park Branch Feasibility / Vision Study which looked at how these critical assets can be modernized for improved access and mobility (https://www.transitchicago.com/blueweststudy/). Since the study, CTA and IDOT have formed a strategic partnership to apply for grant funding to pursue the goals of the study. For CTA, the Forest Park Branch is a critical project, also known as Priority 1, within CTA's Capital Improvement Program. Additionally, it is recognized as a Regionally Significant Project (RSP) within the local Metropolitan Planning Office (MPO) as a strategically important project to the overall transportation system.

With the exception of the Phase 1 area (UIC-Halsted Station to IMD Station), the track bed, track, and traction power system on the Forest Park segment is original to the 1958 construction.

The slow zones have been increasing significantly each year. The primary cause is clogged and improper drainage. CTA maintenance forces complete spot repairs with new ties and ballast

however, a full depth reconstruction with subgrade remediation and new drainage is required to bring the line back up to a condition where it can be maintained.

This project specifically addresses the design of the entire system from Track Marker 69 (east end of the IMD station) to Track Marker 459 (structure over I-290).

II. SCOPE OF SERVICES

See LIQ Appendix A for Scope of Services and Appendices B, C, and D for Technical Links.

Consultant is expected to perform all tasks and responsibilities, and provide required deliverables in an acceptable manner, as determined by CTA.

III. SCHEDULE

CTA intends to issue the following Notices to Proceed (NTP) with the associated estimated dates. Final dates will be based on the contract negotiation timeframe.

- **NTP 1**: Design for Entire Corridor, Package A, Package B – March 2026
- **NTP 2**: Bid, Construction & Closeout Phase Services for Package A (Kedzie Interlocking to Pulaski Interlocking) – February 2027
- **NTP 3**: Bid, Construction & Closeout Phase Services for Package B (Pulaski Interlocking to Keeler Pedestrian Bridge) – February 2027
- **Future NTP(s)**: Bid, Construction & Closeout Phase Services for remaining corridor segments, up to seven (7) – pending funding, but not sooner than March 2027

IV. TERM OF SERVICES

This contract provides for a 5-year base contract from Contract execution and up to seven (7) two-year options for future Bid, Construction & Closeout Phase Services.

V. PROPOSAL FORMAT

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

VI. 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 Proposal must include the following items:

A. Cover Letter

The cover letter must contain a commitment to provide DoR services with the Key Personnel included in their proposal. In addition, the cover letter must include a commitment to meet the Disadvantaged Business Enterprises (DBE) requirements established by CTA as detailed in the DBE Appendices G and H, and a commitment to meet the QMS requirements in Appendix B.

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 Proposer authorized to negotiate a contract with the CTA including their office address, telephone number, and e-mail address.

B. Project Approach

The Proposer will submit a detailed Project Approach for the management and delivery of LIQ, Appendix A Scope of Services. The usage of specific project examples is encouraged. Examples do not have to be from CTA or other transit projects, but they should reflect the scope and goals of this project. At a minimum, a Project Approach must describe:

1. Constructability and Phasing Coordination
    a) Describe how the team will provide constructability reviews and recommendations for track outage durations.
    b) Provide examples of previous projects where phasing was required and how the team assisted the owner / client in the identification of recommended phasing limits based on the infrastructure design.
2. Project Management
    a) Describe the tools and processes used to manage a large design team that will assist in efficiency and clear communications.
    b) Describe how the team will actively manage the project to maintain the schedule for development of design plans with a focus on the Kedzie interlocking to Pulaski interlocking segment deliverable.
3. Design Coordination
    a) Provide the specific procedures to be utilized with each design deliverable to review for interdisciplinary coordination. Indicate where these procedures have been used on previous projects and how they have successfully minimized constructability issues.
4. Stakeholder Coordination
    a) Provide a comprehensive process on the approach to coordination with external stakeholders.
    b) Describe how utilities will be identified and coordination performed.
5. Risk Management
    a) Describe how design phase risks are identified and addressed, including communication to CTA.

b) Describe how construction phase risks are identified and recommendations made on mitigation strategies with a focus on schedule risks.

C. Qualifications of Key Personnel

CTA is seeking highly qualified Key Personnel with experience performing professional Designer of Record services. All Key Personnel must be committed to the performance of the contract. The Consultant may 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. Key Personnel will include the following:

a) Design Principal

The Design Principal is responsible for the overall operations and administration for the Consultant team, including its Subconsultants.

i. The ideal Design Principal will have experience in transit infrastructure design project management. Examples of projects with track reconstruction or related scope are preferred.

ii. An ideal candidate will have at least ten (10) years of experience.

iii. The Design Principal will be a full-time employee of the Proposer.

b) Design Project Manager (PM)

The Design PM will be responsible for the day- to-day scheduling and technical excellence for the Consultant team.

i. The ideal Design PM will have experience in transit infrastructure design project management. Examples of projects with track reconstruction or related scope are preferred.

ii. The ideal candidate will have at least ten (10) years of experience managing comparably- sized projects.

iii. Design PM will hold and maintain a current professional license with the State of Illinois in Structural Engineering (SE) or Professional Engineering (PE).

iv. The Design PM will be a full-time employee of the Prime. Subconsultants may not serve in the role of Design PM.

c) Quality Assurance Manager

The Quality Assurance Manager is responsible for ensuring adherence to the CTA Quality Management System by all team members including Subconsultants performing activities under the CTA Quality Management System or their firms' respective Quality Management System.

i. The Quality Assurance Manager must have experience in developing, implementing and managing Quality Management Systems where work must conform to pre-established client criteria, experience performing internal and external auditing

and implementing corrective action measures for effectiveness.

ii. An ideal candidate will have a minimum of five (5) years of quality assurance experience on comparably sized projects and experience in rail rapid transit and/or public rail transit infrastructure.

iii. The Quality Assurance Manager must be independent of the design team.

iv. The ideal candidate must be a full-time employee of the Prime.

d) Lead Technical Staff:

Lead technical staff are to be technology or knowledge leaders for their identified positions. Desired characteristics of lead technical staff must be demonstrated through degree(s), certification(s), licensure, experience, and/or continued education as applicable. A. An ideal candidate will have a minimum of ten (10) years of experience on comparably sized projects.

All Lead Technical Staff may be from the Proposer or its proposed Subconsultants. Certifications must be included with submission.

Lead Technical Staff for this project will include the following positions:

i. Track Engineer, PE
ii. Traction Power Systems Engineer
iii. Train Control Systems Engineer
iv. Civil Drainage Engineer, PE

e. Non-Key Technical Staff:

In addition to the Lead Technical Staff, the following non-key technical staff will be required for this contract and are to be shown within the organizational chart.

Resumes for these positions will not be submitted at this time, however, will be requested during negotiations with the selected consultant for review and approval.

i. Structural Engineer, SE
ii. Environmental Engineer
iii. Communications Engineer
iv. Estimator
v. Geotechnical Engineer, PE
vi. Land Surveyor, PLS

2. Proposers must submit a one-page organizational chart that includes all Key Personnel as required in this LIQ. The organizational chart may also include non-Key Personnel positions only as identified by the Proposer; however, no resumes or names are to be submitted for non-Key Personnel.

3. Proposers must submit resumes no more than two (2) pages in length for each Key Personnel 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. Identify and include copies of professional license(s), certification(s) and academic degrees obtained for each individual as required.

   NOTE: Submit only one resume for each Key Personnel position. Additional resumes will not be evaluated.

4. 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 solicitation. (Projects in progress will be accepted and evaluated accordingly.)

   Include the following information for each project:

   - Name and brief narrative describing the project
   - Individual's role and key responsibilities on the Project
   - Client name and references (name, position, address, email and telephone number)
   - Duration of project
   - Date completed or projected completion date

   No more than one (1) page per project will be accepted. An image if provided, is included in the total page limit for each project.

   NOTE: CTA will not evaluate more than 3 projects for any Key Personnel position.

D. Qualifications of the Firm

The Proposers must submit the following documentation:

1. Professional Qualifications of the Prime Firm

   Illinois law requires corporations, partnerships and sole proprietorships practicing architecture, professional engineering, structural engineering or land surveying to be registered with the Department of Financial & Professional Regulation (IDFPR), pursuant to the following acts: 225 ILCS 305, 225 ILCS 325, 225 ILCS 340, and 225 ILCS 330.

   The successful Proposer will be registered with IDFPR. The Managing Agent(s) will be a full-time employee for the consulting firm and will hold a valid Professional License in the State of Illinois for Architecture (RA), Professional Engineering (PE) or Structural Engineering (SE). Proposals from firms that do not have a Managing Agent which holds a valid Professional License in the State of Illinois for Architecture, Professional Engineering (PE) or Structural Engineering (SE) will not be considered.

   Proposers must submit a copy of their professional design firm registration and copies of the individual Illinois license of the Managing Agents in charge of their respective practice of architecture, professional engineering, structural engineering or professional land

surveying.

Note: Firms that do not meet the criteria above will be disqualified.

2. Professional Qualifications of Subconsultant Firms

   Each Subconsultant of the prime Proposer that practices architecture, civil engineering, mechanical engineering, electrical engineering, structural engineering, code consultants or land surveying will also be registered with the IDFPR. The Proposal will include a copy of the professional design firm registration and copies of the individual Illinois license of the Managing Agents in charge of their respective practice if the Subconsultant is providing architecture, professional engineering, structural engineering, code consulting or professional land surveying services.

   NOTE: Firms that do not meet the criteria above will not be considered viable subconsultants on the Proposer's team, which may result in disqualification of the Proposer.

3. Project Experience of Firm
   Proposers must submit four (4) representative transit-related design projects with a scope and scale comparable to the identified scope of services. Projects that are currently in progress and at least 50% complete are acceptable; or have been completed within the past ten (10) years. At least three (3) projects must be from the Prime Firm. Subconsultant experience must be in lead roll.

   NOTE: Proposers must submit only four (4) projects. Additional projects will not be evaluated.

   Each project submitted will include the information itemized below and not exceed two (2) pages. References which do not include current and accurate client contact information may not be considered.

   i. Name of Project
   ii. Brief narrative description of Project and include any project challenges and outcomes
   iii. Role of the firm(s) on the Project, i.e., discipline(s), scope, lead, sub, etc.
   iv. Original and final Contract amount
   v. Agency Owner
   vi. Project Location
   vii. Project start and completion dates, if applicable
   viii. Client and alternate Client reference (name, position, address email and telephone number)

E. Diversity Outreach Plan

All Proposers, including DBE firms submitting as prime, 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, community partner engagement, Mentor/Protégé plan and/or 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.

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 the Proposer does not have the requisite previous performance with respect to DBE compliance, the 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. M/WBE contracts should only be included if and when the Proposer has less than five (5) DBE contracts.

   If any of the projects listed were performed for an agency other than CTA, Proposer must include the agencies' contact information (project manager's name, direct number and email) for each project listed. name, direct number and email).

3. Workforce Outreach and Training Plan:

   Proposer must submit a detailed plan for obtaining a diverse workforce and coordinating workforce recruitment, internships, 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. Specifically, the Proposer must describe their plan for attaining any Workforce Goals listed in the Workforce Special Conditions. 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 economically disadvantaged and/or underrepresented communities.

Proposer must include a detailed timeline of the proposed workforce initiatives provided in their plan.

4. Utilization of Minority-Owned Deposit Institutions (MDIs)/Community Banks:

Proposer must commit to deposit a designated percentage of the cumulative amount of payments received under the Contract to one or more MDIs and/or Community Banks. Preference will be given where the MDIs and/or Community Banks are located in economically disadvantaged areas, as defined by CTA.

Economically_Disadvantaged_Area_(EDA)_Zip_Codes_December_1,_2018_-_December_31,_2021.pdf

In addition, Proposer must include innovative ways in which they or their subcontractors will partner with MDIs and/or Community Banks. Information about MDIs and Community Banks can be found at:

MDIs: https://www.fdic.gov/regulations/resources/minority/mdi.html

MDI Credit Unions: https://www.ncua.gov/support-services/credit-union-resources-expansion/resources/minority-depository-institution-preservation

Community Banks: https://www.fdic.gov/resources/community-banking/index.html

Proposer shall indicate the proposed percentage to be deposited over the course of the Contract, the name(s) of the proposed MDI(s) and/or Community Bank(s) along with the branch location and detail the innovative strategies.

F. Responsibility

1. Transition Plan(s)

For each Key Personnel position, Proposer must submit the following Transition Plan(s), no more than (2) pages in length.

a. The candidate's proposed time commitment and availability for this Contract.
b. A list of all current CTA and other projects the candidate is currently named on.
c. Percentage of time the candidate is currently working on existing projects and how many hours the candidate will continue working on existing projects once this Contract has been awarded.
d. A transition plan demonstrating how the candidate will transition from all current CTA and other projects to this Contract.
e. If the transition plan proposes to bridge the transition period with a temporary candidate, provide a resume and workload commitment for the temporary candidate.

2. Financial Statement

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

VII. ADDITIONAL SUBMISSION DATA

The Proposal must include the following, Appendix J - Certifications and Submission Forms:

1. Brief History of Company (Prime Only)
2. Disclosure of Ownership (Prime & Sub-Consultant)
3. Debarment – Primary Participant (Prime Only)
4. Debarment – Lower Tier Participant (Sub-Consultant Only)
5. Lobbying (Prime & Sub-Consultant)
6. Drug Free Workplace (Prime Only)
7. Non-Disclosure Statement (Prime)
8. Non-Disclosure Statement (Sub-Consultant)
9. Freedom of Information Declaration Form (Prime Only)
10. Affidavit of Minimum Wage Payment (Prime Only)
11. Affidavit of Prompt Payment (Prime Only)
12. Table of Exceptions (Prime)

VIII. SUBMISSION OF PROPOSALS

Proposal packages are to be delivered through the CTA E-Procurement Platform at https://transitchicago.bonfirehub.com by the advertised date and time proposals are due.

Proposals submitted in hard copy will not be accepted.

The issuance of this LIQ does not commit CTA to pay any cost incurred in the preparation of this response. Further, CTA reserves the right to reject any or all responses or portions thereof, or to extend the time for submission of responses, without further discussion or negotiation.

IX. EVALUATION CRITERIA

CTA's primary objective in the evaluation process is to select the Proposer best qualified and most likely to provide CTA with successful implementation of the Scope of Services. DoR services. .

In reviewing and evaluating the responses to this LIQ, the CTA will consider the

following factors, listed in descending order of importance:

1. Qualifications of Key Personnel [Section VI.C]
2. Project Approach [Section VI.B]
3. Qualifications of Firm [Section VI.D]

DIVERSITY OUTREACH PLAN – Bonus of up to 25%

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. Minority-Owned Deposit Institutions/Community Banking

X. 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, the CTA may also require oral presentations by Proposers in the competitive range.

CTA also reserves the right to seek clarification of information provided in the submittals or request additional information from any Proposer to determine the veracity of the information provided. A proposal that is found to contain inaccurate or misrepresented information may be dismissed from further consideration.

All Proposals will be evaluated by an evaluation committee. CTA will commence negotiations with the highest ranked Proposer. If CTA is unable to negotiate a fair and reasonable price with the highest ranked Proposer, CTA will negotiate with the next highest ranked Proposer, and so on until a contract is successfully negotiated.

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, CTA is not required to hear a presentation from any Proposer and reserves the right to evaluate and rank 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.

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.

XI. CONFLICT OF INTEREST

The DoR selected to provide services on any project will not be permitted to act either as Construction Manager or a member of the design-build team on the same project. Additionally, a company cannot be both a DoR and on the CTA's Capital Improvement Program (CIP) program management existing contract or future contract, which would include oversight of this contract. 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.

XII. CTA PROTEST PROCEDURE

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

https://www.transitchicago.com/procurement/regulations-and-policies/

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

APPENDIX A

SCOPE OF SERVICES

I. SCOPE OF SERVICES

CTA will be coordinating the work of this contract with construction funding availability. The following chart identifies the level of the scope of services associated with the initial LIQ contract and future option scopes.

The entire corridor (CN69 to CN459) will progress through Design Validation / 30% Design as a single package for cohesion of survey mapping, track geometry, and typical sections. Subsequently, Package A: Kedzie Interlocking (CN157) to Pulaski Interlocking (CN215) will be broken out into a separate set and accelerated to meet the target 2028 construction season. Package B: Pulaski Interlocking (CN215) to Keeler Pedestrian Bridge (CN230) will also be broken out to be developed for inclusion with the All Stations Accessibility Program: Congress Line Pulaski Station contract, which has a separate design contract and targeted construction of 2028. The remaining entire corridor will be designed to 100% with future construction segments defined as funding is available. It is anticipated that there may be up to five (5) future construction segments, each approximately 1 mile long.

CTA intends to issue the following Notices to Proceed (NTP):

- NTP 1: Design Validation / 30% Design and 75% & 100% Design for Entire Corridor, Package A, Package B
- NTP 2: IFB, Bid, Construction & Closeout for Package A
- NTP 3: IFB, Bid, Construction & Closeout for Package B
- Future NTP TBD: IFB, Bid, Construction & Closeout for remaining corridor segments, up to 7 segments

Segment	Design	IFB Drawings & Bid Phase Services	Construction & Closeout
Entire Corridor: IMD (CN69) to I-290 Structure (CN459)	NTP 1		
Package A: Kedzie Interlocking (CN157) to Pulaski Interlocking (CN215)	NTP 1	NTP 2	NTP 2
Package B: Pulaski Interlocking (CN215) to Keeler Pedestrian Bridge (CN230)	NTP 1	NTP 3	NTP 3
Future Construction Segments (Up to 7)	NTP 1	Option	Option

The anticipated schedule for the work associated with the three NTP packages is as outlined below. The start is based on an NTP in March 2026 for design. See Part II for specific Design Milestones for the project based on the actual NTP.

Segment	Est. Design Start	Est. IFB Submittal	Est. Const NTP	Est. Const Complete
Entire Corridor: IMD (CN69) to I-290 Structure (CN459)	March 2026	N/A	N/A	N/A
Package A: Kedzie Interlocking (CN157) to Pulaski Interlocking (CN215)	March 2026	March 2027	November 2027	October 2028
Package B: Pulaski Interlocking (CN215) to Keeler Pedestrian Bridge (CN230)	March 2026	March 2027	October 2027	September 2029

The DoR is advised that all bid and construction phase services for this project will be on separate Project Websites. Contract Administration will remain on a single Project Website but invoicing may require delineation between segments to properly coordinate with funding resources. CTA reserves the right to adjust the project within the Project Website Management system.

A. Stakeholder Coordination

Stakeholder coordination is required to ensure all relevant parties can provide input to design activities. In addition to mandated design reviews, the DoR will attend any site visits and internal and external meetings required to complete the design to the satisfaction of CTA. The DoR will identify and coordinate with all relevant regulatory agencies and will identify and meet all regulatory/permit requirements applicable to the project. The DoR is responsible for identifying stakeholder coordination critical path and coordination items which should be incorporated into the Detailed Design Schedule with Deliverable Due Dates.

1. Internal Stakeholders

The following list of anticipated internal stakeholders may vary. Through coordination of the dedicated CTA Project Manager, the DoR will address the needs of all relevant internal stakeholders in the design process.

Coordination with internal stakeholders will occur at the weekly progress meetings or listed over-the-shoulder coordination meetings.

Internal Stakeholders			
X	Safety	X	Testing Engineers
X	Quality	X	Signal Maintenance
X	Engineering	X	Asset Management
X	Construction		Architectural Enhancements
X	Security	X	Facilities Maintenance
X	Rail Operations	X	Signage & Department Wayfinding
X	Bus Operations	X	Technology & Communications
X	Control Center		Real Estate
X	Planning		Law
X	SSC		

Besides the normal engagement for design reviews and information, the following key internal stakeholder activities are required:

- Assist CTA Infrastructure in development of phasing diagrams and information to coordinate with rail and bus operations.

2. External Stakeholders

The following list of external stakeholders is for background reference. Engagement with the stakeholders may vary with additional information provided below on the assumptions for key coordination agencies.

External Stakeholders
State Agencies: • Illinois Department of Transportation (IDOT) • Metropolitan Water Reclamation District (MWRD)

External Stakeholders
County and Local Municipal Agencies/Departments: • Chicago Department of Transportation (CDOT) • Chicago Office of Underground Coordination (OUC) • Chicago Department of Water Management (CDWM) • Municipal Utilities – Water, Sewer, Others
Private Utilities (Potential based on investigations): • Electric • Gas • Communications
Other: • Village of Oak Park • Village of Forest Park • City of Chicago's Austin, West Garfield Park, East Garfield Park, and Near West Side communities

External coordination will be a critical component of the project. The following specific activities are anticipated with more specific outreach points identified within the detailed scope by stage.

Illinois Department of Transportation

- The DoR will be the lead coordinator with IDOT for all Forest Park Branch work.
- The DoR will coordinate with IDOT drainage for design tie-ins to Eisenhower Expressway drainage. Reviews are expected to occur between 30% and 75% stages.
- The DoR will coordinate with IDOT to develop shoulder closure and maintenance of traffic plans and facilitate permitting.

Chicago Department of Transportation

- The DoR will coordinate with CDOT to develop maintenance of traffic plans and facilitate permitting.

Chicago Department of Water Management

- The DoR will coordinate with CDWM to ensure the design meets stormwater ordinances relative to any changes to stormwater catchment area and/or flow.

The DoR is to assume twenty-five (25) outside stakeholder meetings during the NTP 1 design phase. The DoR will be responsible for coordinating the meeting, developing the agenda, and providing minutes. Meetings may be in person or virtual.

B. Deliverables

The DoR's Professional Services Contract refers to several reference documents, including the Manual of Procedures for Architectural and Engineering Services (MOP) that describe requirements and provide guidelines for Administrative, Design, Permits, Bidding, Construction, and Closeout Phase services and deliverables. The following items, while addressed within reference documents, are clarified or emphasized below. This Scope of Work description supplements those requirements, and in the event of inconsistencies, this Scope of Work description controls.

The deliverables for this Contract have been listed by phase in the chart below, excluding validation and project management deliverables. Further clarifications on the deliverable content by phase, if required, is provided below. The "(●)" symbol indicates a potential deliverable pending design progression, completeness of the initial submittal, and phasing.

Deliverable	DV / 30%	75%	100%	IFB
Main Construction Documents				
Drawings (with Index)	●	●	●	●
Specifications		●	●	●
Calculations	●	●	●	
Document Control Log	●	●	●	●
Reports				
Design Report	●	●	●	
Hazardous Material Survey Report	●			
Existing Structure Survey Report	●			
Project Test and Inspection Requirements		●	●	
Commissioning Plan		●	●	
Safety and Security Certification				
Design Criteria Conformance Checklist	●	(●)	(●)	
Safety and Security Certification Plan (SSCP)	●			
Preliminary Hazard Analysis (PHA)	●	(●)	(●)	
Threat and Vulnerability Analysis (TVA)	●	(●)	(●)	
Certifiable Elements & Items list (CEL/CIL)	●	(●)	(●)	
Supporting Documentation				
Test and Inspection Requirements List		●	●	
Construction Schedule	(●)	(●)	(●)	●
Construction Cost Estimate	●	●	●	●

Deliverable Clarifications:

1. Packages and Document Control:
   The deliverables listed are inclusive of all packages as currently identified and future. The following items are clarified as only required with funded segments:

Package A: Kedzie Interlocking (CN157) to Pulaski Interlocking (CN215)

- Phasing and Staging drawings at 75% / 100% / IFB
- Maintenance of Traffic full drawings / details at 75% / 100% / IFB
- Construction schedule at 30% / 75% / 100% / IFB

Package B: Pulaski Interlocking (CN215) to Keeler Pedestrian Bridge (CN230)

- Phasing / staging, maintenance of traffic, and construction schedule will be coordinated with the ASAP Congress Line Pulaski station project, but no separate deliverables will be required from the DoR.

Package TBD: Future Segments

- Phasing / staging, maintenance of traffic, and construction schedule will be coordinated and included with the IFB submittals. (See Issued for Bid and Construction Bid Phase Services.)

As part of the Design Validation / 30% Design submittal, the DoR will develop a master drawing / specification document control log for the entire corridor that will be updated with each subsequent submittal and future NTP. The issuance of separate Packages will be completed by pulling from the overall set with the intention of maintaining the full corridor naming / numbering convention.

2. Risk Analysis (Part of the Design Report)
   The initial risk assessment is provided by CTA as part of this Contract and will serve as a baseline for subsequent updates. The Design Report deliverable described in the MOP requires a risk assessment that is updated at each design milestone. The DoR will expand on the list of risks at each milestone and describe how risks will be mitigated through design or carried into construction. The DoR's Construction Cost Estimate and construction schedule must also address these risks.

3. Safety and Security Management Plan (SSMP)
   The DoR will develop a project specific Safety and Security Certification Plan (SSCP), DCCC, CEL/CIL, PHA, and TVA in accordance with the requirements of the SSMP. The SSCP is provided with the Design Validation Deliverables and again with the 30% Deliverables and will not require resubmittal unless required due to project changes. During the construction phase, CTA and the Construction Manager (CM) are responsible for these elements.

4. Design Criteria Conformance Checklist (DCCC) and Certifiable Elements / Items List (CEL / CIL)
   The Design Report deliverable described in the MOP requires a DCCC be provided and updated at each design milestone. The DoR will develop a DCCC that demonstrates compliance with all requirements outlined in the current CTA Design Criteria Manual. Any variance or waiver to the design criteria that is deemed required by the DoR as part of the overall design process shall follow CTA's Design Variance process. Variance and waiver requests shall be tracked on the Safety Open Items List (SOIL) until resolution. The DCCC will be coordinated with a Certifiable Elements List with discrete Certifiable Items specific to the scope of the work. The Certifiable Elements List will be based upon the sections of the CTA Design Criteria and provide a clear hierarchy of safety and security related items for confirmation during the design and construction phases of the project.

CTA will provide templates for the DCCC and CEL / CIL for initial submittal with the 30% Deliverables. Subsequent submittals will update the DCCC and CEL / CIL as required by the design progression and if confirmation of conformance cannot be properly confirmed at the 30% submittal.

5. Preliminary Hazard Analysis (PHA) and Threat and Vulnerability Analysis (TVA)
   The DoR will prepare and submit a PHA that identifies all identifiable hazards associated with the construction. Similarly, the DoR will prepare and submit a TVA that identifies all identifiable security concerns during the construction. All proposed mitigations will be demonstrated by the DoR to be incorporated into the design documents.

   CTA will provide templates for the PHA and TVA for initial submittal with the Design Validation Deliverables. Subsequent submittals will update the PHA and TVA at 30% and as required by the design progression and if mitigations cannot be properly confirmed at the 30% submittal.

6. System Integrated Test Procedures (SITPs)
   In accordance with the Safety and Security Certification Plan (SSCP), the DoR will review CTA's SITP Index that is posted on the Project Website (see Appendix X) and identify any missing procedures applicable to the project's scope of work as listed in Section 4. As part of the Construction phase deliverables, the DoR will provide any additional SITPs needed for CTA to complete the SSCP.

7. Specifications
   The DoR will be responsible for reviewing CTA's guide specifications that are posted on the CTA Program-Wide Website. As part of the 30% submittal, the DoR will include a specification index that includes any applicable specifications selected from CTA's library of guide specifications, and any other new specifications needed to complete the design. Between the 30% and 75% submittal, the DoR will request an editable version of CTA's guide specifications through a separate Contract Deliverable Review (CDR) process. As part of the 75% submittal, the DoR will submit all specifications with "track changes" turned on showing any proposed revisions to CTA's guide specifications as a compiled pdf document volumed as it is intended to be issued for construction. Similarly, for the 100% submittal, the DoR will submit all specifications, highlighting all changes made since the previous design submission. At any submittal, CTA may request Word versions of the specifications. The DoR will be responsible for making sure all technical changes and current standard references are incorporated per the project scope.

8. Project's Test and Inspection Requirements
   The DoR team will develop the Project's Test and Inspection Requirements and include them in 75% and 100% design submittals. Design documents will reference relevant and current standards, drawings, and specifications, requirements for product identification and traceability from manufacture through installation activities, and requirements for qualification, performance, factory, component, field and system integration testing and inspection by the Contractor, Independent Testing Laboratory, and Subcontractors. The Project's Test and Inspection Requirement document will include:
   - Description of inspections and tests to be performed,
   - Frequency of testing,

- Reference to applicable standards,
- Relevant acceptance criteria,
- Required records,
- Identification of inspection and test status and monitoring to include CTA witnessing as required, and
- Control of measuring, testing, and inspection equipment.

9. Construction Cost Estimates

   Construction Cost Estimates are required for each design submittal as listed herein. An Estimating Calibration Meeting will be held at the time of project kickoff to establish and agree upon a Work Breakdown Structure (WBS) for construction cost estimates – refer to Construction Cost Estimate Requirements and Construction Cost Estimate Summary Template.

   It is anticipated that the cost estimate will trail each design submittal by one to two weeks, to allow adequate time for the submitted design to be properly estimated. Before each design milestone due date, the DoR will submit a Design Request for Information (DRFI) stating the date for the estimate to be submitted. The Project Manager will need to review and agree to the selected due date.

   As part of each construction cost estimate deliverable, it is the DoR's responsibility to notify CTA of any major cost items that are contributing to an increase or decrease in the estimate.

   The DoR will assume a construction year of 2030 for all work with the exception of Package A: Kedzie Interlocking (CN157) to Pulaski Interlocking (CN215) which will use 2027 and Package B: Pulaski Interlocking (CN215) to Keeler Pedestrian Bridge (CN230) which will use 2028.

10. Phasing and Staging Plans

    The DoR is to develop preliminary phasing plans for the trackwork during the constructability process. Final phasing plan(s) will be developed in coordination with CTA's Engineering, Safety, and Operations Departments to assure that the project site is safe for all pedestrians, CTA employees, and the public throughout the construction phase of the project while minimizing CTA customer impacts. The DoR is also to identify potential contractor staging areas near the vicinity of the project corridor. See Bid Phase services for additional information on phasing and staging requirements.

11. Commissioning - Systems

    On behalf of the CTA, the DoR will validate all current commissioning plans provided by the GC during the construction phase. The DoR will then participate in testing and commissioning of all signal, traction power and communications equipment and systems commissioned by the GC, CM, equipment manufacturer, or an independent third party.

12. CAD Requirements

    a) Bentley product suite must be used to develop all CAD work deliverables.
    b) Track alignments must be developed utilizing Bentley OpenRoads or OpenRail alignment function tools.
    c) Assets such as bents, signals, signal bonds, wayside equipment, signal &

communication bungalows, and passenger platforms are to be coded with a MicroStation Item Type property which is then to be used to generate the object labels. Properties are to include, but not be limited to, object ID/name and stationing of object centerline.

d) All elevations are to be incorporated in the CAD files either as an annotation or as a property of the object.
e) Lines connecting utility structures are to use a line type representative of the utility being shown.
f) CAD files are to be georeferenced following the Horizontal and Vertical controls requirements of the project.
g) CAD files are to be prepared in accordance with the CTA CAD Standard (available on CTA Program-wide Website). Objects are to be placed on layers according to what type of feature is being represented by the object. Layers are to be named with meaningful names according to the CAD Standard. CAD files are to be packaged for transmission using a tool that will ensure that all references are packaged with the files.

C. Project Controls and Administration

The DoR will provide the administrative and project management resources needed to coordinate services and deliverables of the DoR's subconsultants, including field coordination for surveys, investigations, testing, borings, etc. All deliverables for Project Controls and Administration will be uploaded to the Project Website when due.

A bi-weekly project meeting will be held to discuss administrative status of the Contract during design. The meeting may be used to discuss other technical items but will not replace the main over the shoulder review sessions. CTA will require advance notice on any technical discussions to properly coordinate the required attendees.

NTP 1 will only include the project controls and administration to complete the design phase of the entire corridor. Bid and construction phase NTPs will include additional project and controls to maintain the work indicated below. For clarity, the following schedule is provided for assumption of durations for Project Controls and Administration activities with each NTP.

NTP / Segment	Projected Admin Schedule / Duration (Months)
Entire Corridor Design NTP 1	August 2025 – August 2026 (12 Months)
Kedzie Interlocking (CN157) to Pulaski Interlocking (CN215) Bid / Construction NTP 2	September 2026 – December 2027 (15 Months)
Pulaski Interlocking (CN215) to Keeler Pedestrian Bridge (CN230) Bid / Construction NTP 3	January 2027 – August 2027 (8 Months)

Deliverable	Due Date (in Calendar Days)
Project Schedule [1]	NTP + 30 days and update every 30 days after initial submittal throughout the Contract.
Contract Hours Tracking Summary [1]	NTP + 30, and every 30 days after initial submittal throughout the Contract.
Quality Management System (QMS) including QMS Review Form [2]	NTP + 30
Project Specific QMS Addendum including completed QMS Review Form [2]	NTP + 30 if DoR has an approved QMS with CTA or within 5 days following QMS approval.
QMS Goals & Metrics [2]	Initial baseline included in Project Specific Addendum, and update status with each Invoice.
Audit Schedule (internal and external)	NTP + 60 days and update every 30 days after initial submittal throughout the Contract.
Invoices	NTP + 30 days and every 30 days after initial submittal throughout the Contract.
Work Progress Reports	With each Invoice.
Process Plan [3]	21 days prior to any activity at a CTA facility
Meeting Agendas	3 working days prior to Scheduled Meeting.
Meeting Minutes	3 working days after Meeting.

[1] Schedules

Detailed Design Schedule with Deliverable Due Dates and External Stakeholder Critical Path Items can be produced using Microsoft Project or Primavera P6 format at the DoR's option. DoR must include in Design Schedule all site visits, design and administrative deliverables, quality activities like quality control checks, peer reviews, interdisciplinary reviews, constructability reviews, and comment resolution meetings.

The Contract Hours Tracking Summary will take the LOE from the Contract negotiations to provide for a tracking template. It will be broken down by each major deliverable and by discipline (prime and subs). Template should be requested via DRFI process.

The monthly schedule update and contract hours tracking summary will be submitted to the CTA on a monthly basis via DCDR. Submittal will be within one (1) week of the end of the previous month and coordinated with the invoicing timeframes.

[2] Quality Management

It is anticipated the Quality Assurance Manager (QAM) will not be an FTE and their main responsibility will be to perform internal and external process audits to ensure the DoR and its subconsultants are following their QMS, proactively review the design deliverables to ensure conformance to the contract requirements, identify and report nonconformances to CTA following the Project Website NCR process, and perform QMS training as appropriate.

The DoR will submit via DCDR their QMS and completed QMS Review Form for CTA approval within 30 days after receiving NTP. If previously approved by CTA, the QMS will not need to be resubmitted. Following approval, the DoR will submit via DCDR a Project Specific QMS Addendum document and completed QMS Review Form. The QMS Requirements – Article 4 and QMS Review Form are in Appendix B. The QAM to schedule monthly quality meetings (follow MOP section 2.1).

DoR to submit via DCDR an initial detailed audit schedule with anticipated audit dates, list internal and external process audits, identify all DoR and subconsultants to be audited and audit status. For additional auditing requirements, refer to the QMS Requirements – Article 4. After initial is approved, DoR must maintain audit schedule every 30 days throughout the Contract and upload directly into Project Website folder. DoR to invite CTA when performing audits on subconsultants. DoR and subconsultants must address any findings identified in audits performed by the PEC and verify corrective action effectiveness prior to closure. Upload all audit records directly to Project Website folder. DoR to collaborate and cooperate in all scheduled audits performed by CTA. If findings have been identified in audits performed by CTA, DoR must provide a response to each finding on due date as determined by CTA and provide sufficient evidence for closure.

It is the DoR's responsibility to create goals and objectives for their QMS and submitted in the Project Specific QMS Addendum as a baseline and must update status with each invoice. With that said, examples of QMS goals and objectives include but are not limited to the following:

a. 100% conformance with milestone deliverables.
b. 100% comment resolution at each deliverable.
c. Minimize design criteria variances.

[3] Process Plan

Prior to mobilizing, the DoR is to submit a process plan for each activity occurring within the CTA right-of-way (ROW) for CTA's review and approval. The activities requiring a process include but are not limited to the following:

a. Surveying activities on the ROW or on CTA property.
b. Geotechnical and SUE investigations on CTA or CDOT / IDOT property.
c. Other activities on the ROW or on CTA property.

A draft Process Plan must be uploaded to the Project Website at least twenty-one (21) days in advance of an activity. The Process Plan deliverable will be submitted in a report form and at a minimum, will include the following topics.

1. Safety Plan including the following:
   a. Site Access Plan, including the sequence of all investigation activities.
   b. Plan site sketch showing the work area.
   c. Supplemental information, i.e. pictures and sketches, describing how to safely navigate the ROW to collect data.
   d. Job Hazard Analysis (JHA), PPE, Nearest Hospital, etc.
2. Contact Information for Work Crew
3. Equipment
   a. Type of equipment the DoR plans to use.
4. Field Work Schedule
   a. Hourly or Daily schedule (coordinate with CTA on format)

D. Design Validation and 30% Schematic Design

The Design Validation and 30% Schematic Design phase will provide the foundation for the establishment of the recommended alternative for design development. It is critical that the proper field investigations and observations be completed to provide the existing conditions information necessary to inform proper decision making.

All deliverables for 30% Schematic Design will be uploaded to the Project Website when due per the CTA approved design schedule. Up to five (5) hard copies of each deliverable will also be provided for this design submittal. Size requirements (half or full-size) and distribution of hard copies will be confirmed with the CTA Project Manager prior to printing.

The entire corridor will be developed as a single package for the Design Validation and 30% Schematic Design.

1. Field Investigations
   Field investigations will be performed by all disciplines with the results being documented in the Design Report. Information to include:

   a) Verification of field survey information and confirmation of completeness.
   b) Capacity of the existing infrastructure system(s) as it relates to their ability to support the new construction.
   c) Identification of fixed objects which may influence design of the track alignment.
   d) Project site drainage inspection as outlined below.
   e) Identification of track renewal limits and recommendations for surfacing of existing track at the end of the limits to align the new and existing track.
   f) Existing equipment (greasers, signal components, communication components, traction power components, etc.) with photographs on condition if recommended to be reused.

2. Topographic and Utility Survey
   CTA has previously completed a train mounted Lidar survey of the entire corridor with the survey data being received but not fully mapped. The DoR will be responsible for mapping the data, completing field confirmations, and obtaining utility information, including drainage inverts, as observable or marked through information retrieval requests. The following are the survey requirements:

   a) In the absence of CTA Survey requirements, all survey, accuracy, and control requirements are to meet the latest version of the IDOT survey manual.
   b) Horizontal controls are to be used on NAD83 (2011), Illinois State Plane Coordinate System (IL SPCS 1201), US Survey Feet, Grid coordinates.
   c) Vertical controls are to be based on North American Vertical Datum of 1988 (NAVD88).
   d) IDOT point codes are to be used for all survey work and can be found in the IDOT Survey Manual.
   e) Total station is to be compatible with the survey methods proposed. Total station is to have one second (1”) precision or better.

3. Hazardous Material and Environmental Soil Investigations
   The DoR will provide an initial environmental sampling report and a Preliminary

Environmental Site Investigation (PESA) for the following:

a) Determination of the presence of hazardous materials, locations, quantities, and concentrations for any removed components. For traction power duct banks, the DoR may assume that they contain transit conduits.
b) Perform a soil investigation to determine the presence of polychlorinated biphenyl (PCBs), heavy metals, PAHs, and other IEPA regulated soil contaminants. Provide sampling at a spacing of 1,000 feet on average. CTA will approve the sampling locations and plans prior to the work commencing through the process plan.
c) Provide a waste classification of the anticipated excavation waste soils based on the testing completed.

The Abatement Plan and associated Specifications (provided with the 75% design submittal) will be predicated on the survey's findings and provide options for remediation and costs for each operation.

4. Drainage Investigation

The DoR will provide a right-of-way drainage investigation based on field observations, record information, and video inspection of potential tie-in points / station area drainage. Video inspections are not required for pipes identified for full replacement. The result is to be an accurate inventory of all locations requiring tie-in to the new system and outlet points to the IDOT system. Drainage investigation to be coordinated with the topographic survey to result in accurate documentation of existing pipes and inverts.

5. Structural Investigation

The intention of the structural inspections is to identify and provide mitigation measures for any issues, particularly water infiltration, that is affecting the longevity of the CTA track system or to review areas of structural demolition for conformance to as-built records.

The DoR will provide a structural inspection report for the following locations:

a) Lotus Tunnel: Visual inspection of the entire tunnel with a focus on water infiltration concerns.
b) CSX Railroad Structure over CTA: Visual inspection of the "tunnel" where the CSX goes over CTA with a focus on water infiltration concerns. Any recommended repairs to be limited as the structure is not owned by CTA.
c) Structure over Central Avenue: Limited visual inspection to identify any minor repairs required to facilitate the track renewal. Any major repairs are excluded from this project.
d) Retaining Walls: Visual inspection of the retaining walls at each end of the Lotus Tunnel and the CSX Railroad Structure over CTA. Inspection to focus on any issues that could affect CTA reliability to be used by CTA to work with the owner(s) of the facilities on repairs.
e) Existing Unused Platforms: Visual confirmation of the unused platforms recommended to be removed at California and Keeler for any deviations from provided existing drawings. The platform at Central is to remain.

6. Long Lead Item Procurement Documents

The CTA has identified the following items requiring early procurement for the Kedzie interlocking to Pulaski interlocking track segment. The DoR will assist CTA in providing quantities, specifications, and tie plans (as applicable) for these items. CTA will coordinate all material purchases.

a) Special track work
b) Signal cable
c) Traction power cable
d) Any wayside signal equipment that CTA may require to be replaced

7. 30% Design Documents

The DOR will provide the 30% design deliverables as outlined in Part B.
The chart below identifies the anticipated level of detail for the plans and calculations by discipline as applicable for each location's scope of work.

Discipline	General	Plan View	Profiles	Sections	Large Scale Plans or Elev.	Details	Schedules	Diagrams	Calculations
Survey / Existing Conditions	•	•							
Civil Work including Drainage	•	•		•		•	•		•
Track	•	•	•	•		•			•
Maintenance of Traffic (MOT)	•								
Structural	•	•		•					
Signage and Graphics	•	•							
Electrical	•	•							•
Traction Power	•	•				•			
Communications	•	•							
Signal / Train Controls	•	•					•		

Deliverable Clarifications:

- Survey and existing conditions drawings are to be complete in all aspects unless otherwise confirmed through a DRFI.
- Civil drainage drawings to include removal and installation drainage plans with supporting calculations. Typical details for inlet structures, manholes, underdrains, station downspout connections, and IDOT connections are to be provided. Existing structure schedule is to be complete with proposed structure / pipe schedule to be included at a preliminary level to validate the calculations.
- Other general civil drawings to identify the limits of fencing replacement, potential utility coordination or other miscellaneous right-of-way work.
- Track drawings to provide plan and profiles for existing and proposed geometry. Typical sections are to be provided for each condition in the right-of-way. Typical details are to be provided for all materials. (See Long Lead Item Procurement for additional requirements for special track work.) Cross sections are to be provided at 100 foot intervals as the output of application of the typical sections to the terrain model with further development included in future phases.

- Maintenance of traffic drawings may be general overview of the anticipated MOT needs by area as final detailing of transition points will be dependent on phasing.
- Structural drawings will be required for the Lotus tunnel repairs or any other location where minor repairs are required. Drawings will also include plans and sections for the removal of the unused platforms at California and Keeler. They will be limited to the work areas and primarily used to define scope for cost and CTA confirmation.
- Signage and graphic drawings are to include plans with key notes or similar method to indicate signage work.
- Electrical drawings can be limited to the work areas (relay house locations).
- Traction power drawings to include removal and installation plans. Plans to include contact rail, cabling / feeder, and negative return drawings. Typical details to be provided.
- Communications drawings to be coordinated with signal duct installation drawings and indicate tie-in locations to existing huts. Network block diagrams to be provided clearly showing existing and proposed cabling.
- Signal drawings to include plans for demolition identifying all equipment to be removed / restore rather than replaced, new express duct bank, equipment layouts, and local cabling at interlockings. Riser diagram and typical equipment details to be provided.

8. <u>Construction Cost Estimate</u>
   The DoR is to schedule an Estimating Kick-Off and Assumptions meeting with CTA prior to the Design Validation submittal due date.

   The Design Validation construction cost estimate will consist of the following:

   a) Agreed upon WBS template
   b) Basis of Estimate Assumptions (project constraints, schedule, overtime, phasing, allowances, etc.)
   c) Opinion of Probable Construction Cost using the proposed WBS template
      i. High-level estimate for each alternative based on the conceptual design, as-built information, and field visits completed during the Design Validation phase. This deliverable will be discussed during the estimating kick-off meeting to establish the level of detail required at this phase.

9. <u>Meeting Clarifications</u>

   - The DoR will coordinate with the CTA Project Manager a minimum of four (4) “over the shoulder” design meetings to review the in-progress 30% deliverable. The meeting agenda will be defined in advance based on key elements where CTA input is required.
   - The DoR will schedule a meeting with IDOT to begin coordination for design reviews.
   - The DoR will coordinate a meeting with any utility identified as a potential conflict with the construction to begin discussions on relocations, if required.

E. 75% Detailed Design

For the 75% and 100% design deliverables, CTA's schedule will require the separation of the funded Kedzie interlocking to Pulaski interlocking segment to advance the design faster to meet the desired construction schedule. The deliverable requirements will remain the same with the exception of phasing and MOT drawings. For the funded section, those two items will be fully developed as the segment area is known.

All deliverables for 75% Detailed Design will be uploaded to the Project Website when due per the CTA approved design schedule. Up to five (5) hard copies of each deliverable will also be provided for this design submittal. Size requirements (half or full-size) and distribution of hard copies will be confirmed with the CTA Project Manager prior to printing.

Meeting Clarifications:

- The DoR will coordinate with the CTA Project Manager a minimum of three (3) "over the shoulder" discipline specific meetings with CTA between the 30% Design and 75% Design phases to expedite review of the 75% deliverable.
- The DoR will coordinate with the CTA Project Manager a constructability meeting to review construction approach. A detailed constructability and phasing meeting will be required for the Kedzie to Pulaski segment.
- The DoR will coordinate follow-up meetings with IDOT with a specific focus on the MOT requirements for the Kedzie to Pulaski segment.
- The DoR will coordinate any follow-up discussions with CDOT, ComEd, DWM, and other utilities as required from the meetings that occurred during the 30% design progression.

Deliverable Clarifications:

- The 75% Detailed Design will build upon and incorporate all comment resolutions from prior Milestone Design Reviews including demonstration that all open comments from previous submittal have been addressed.
- All calculations are to be complete for the 75% submittal.
- Maintenance of traffic and phasing drawings will be complete for the Kedzie to Pulaski segment submittal. For the remaining areas, the work will remain at the 30% submission level until funding is identified for a specific segment.
- The chart below identifies the anticipated level of detail for the plans and calculations by discipline as applicable for each location's scope of work.
- The Traction Power ductbank profiles should be limited to areas of concern. Any conflicts can be addressed in the cross sections and details.

Discipline	General	Plan View	Profiles	Sections	Large Scale Plans or Elev.	Details	Schedules	Diagrams	Calculations
Survey / Existing Conditions	●	●				●			
Civil Work including Drainage	●	●	●	●	●	●	●		●
Track	●	●	●	●	●	●	●		●
Maintenance of Traffic (MOT)	●	●				●		●	
Staging and Phasing	●	●						●	
Structural	●	●		●	●	●			●
Signage and Graphics	●	●							
Electrical	●	●			●	●	●	●	●
Traction Power	●	●	●	●	●	●	●	●	●
Communications	●	●			●	●	●	●	●
Signal / Train Controls	●	●	●	●	●	●	●	●	●

F. 100% Design Documents

All deliverables for 100% Design will be uploaded to the Project Website when due per the CTA approved design schedule. Up to five (5) hard copies of each deliverable will also be provided for this design submittal. Size requirements (half or full-size) and distribution of hard copies will be confirmed with the CTA Project Manager prior to printing.

The 100% Design submittal will be inclusive of all documents listed in the deliverables clarification matrix with the exception of phasing / staging, maintenance of traffic, and construction schedule for segments without construction funding. Deliverables for those items will be included with the Construction Bid Phase Services.

Meeting Clarifications:

- The DoR will coordinate with the CTA Project Manager a minimum of two (2) “over the shoulder” meetings with CTA between the 75% Design and 100% Design phases to resolve any open comments prior to submission of the 100% Design.

Deliverable Clarifications:

- The 100% Design will build upon and incorporate all comment resolutions from prior Milestone Design Reviews including demonstration that all open comments from previous submittal have been addressed.
- The DoR will coordinate any follow-up discussions with IDOT, CDOT, ComEd, DWM, and other utilities as required from the meetings that occurred during the 75% design progression.

G. Issue for Bid Documents and Construction Bid Phase Services

Construction Bid Phase Services will support the CTA for issued for bid documents, any questions during the bidding process, including issuance of addenda as outlined below. All deliverables for Issue for Bid (IFB) will be uploaded to the Project Website when due per the CTA approved design schedule. With the exception of Segment A (NTP 2) and Segment B (NTP 3), IFB and Bid Phases services will be issued via a Contract Amendment.

For all future construction segments, the IFB documents will be provided in two segments. The first IFB preliminary deliverables will be required to confirm the work limits based on drainage connections, signal tie-ins, or similar considerations; develop detailed phasing drawings with construction schedule for coordination with CTA operations; and developer detailed IDOT maintenance of traffic drawings. The second deliverable will be the documents to be issued for receipt of bids.

Upon authorization for the phase with identification of the funded area, the DoR will provide the following IPB preliminary deliverables via the Project Website in advance of the IFB set:

- Phasing and staging drawings with narrative. The documents will clearly show the limits of all work activity with a focus on tie-ins to existing conditions / future construction. The phasing drawings will include schematics of all operating phases to communicate the planned work with operations.
- Construction schedule. Construction schedule will clearly show material procurements, pre-outage, and outage activities. CTA will assist with information from previous projects, as required.
- Detailed maintenance of traffic plans. Maintenance of traffic drawings will be coordinated with the work area, anticipated construction schedule, and IDOT requirements.

Upon approval of the IFB preliminary submittal (for future packages) or upon closure of all comments from the 100% submittal (for Package A & B), the DoR will provide the required deliverables for the IFB. This will include coordination with the CTA on Division 1 specifications to be included with project specific changes.

Meeting Clarifications:

- The DoR will coordinate with the CTA Project Manager a minimum of two (2) “over the shoulder” meetings with for all future construction segments to coordinate constructability, phasing, and schedule.
- The DoR will provide materials and attend two (2) coordination meetings with CTA operations to discuss phasing and staging.
- The DoR will provide materials and attend two (2) coordination meetings with IDOT to discuss maintenance of traffic requirements.
- The DoR will attend meetings required to discuss submitted bid questions. Six (6) meetings are to be assumed per funded segment.

Deliverable Clarifications:

- The IFB preliminary deliverables will be formatted to allow for inclusion with the previously completed 100% deliverable technical drawings for bidding.
- The DoR will submit CAD files (DGN format unless otherwise approved through DRFI) with the final IFB set.
- The DoR will submit LiDAR files with the final IFB set.
- The CTA will provide the bidder questions in the form of a spreadsheet. The DoR will provide their responses for the questions indicated as requiring DoR response. Responses are required within three (3) days of receipt of the questions unless additional time is granted by the CTA PM. The DoR should anticipate three (3) rounds of comments.
- Responses to questions that require drawing or specification changes will necessitate an addendum. Addendum materials are required within five (5) days of the confirmation of questions and to be submitted as a DCDR for CTA review and concurrence. The DoR should anticipate two (2) addenda.

H. **Construction Phase Services**

CTA will retain another firm to function as a Construction Manager for this work. This will not replace the duties of this DoR as given below.

The DoR will be requested to provide services associated with the construction phase in accordance with the MOP. The following outlines clarifications for the construction phase work. The assumptions below are for Segment A or Segment B based on the length and complexity. Future amendments will address the clarifications with other segments of the work.

Meeting Clarifications:

- The DoR will provide a participant to the weekly Construction meetings to respond to questions on the timeframe for submittal reviews, Request for Information (RFI) responses, or similar items in the DoR court. The CM will be responsible for holding the meeting and providing minutes.
- The DoR will participate in weekly CTA-DoR-CM technical review meetings to discuss all open NCRs, RFIs, and submittals. The CM will be responsible for holding the meeting and providing minutes.
- The DoR will participate in special topic meetings for safety, quality, pre-activity, or other items. The DoR is to assume ten (10) special topic meetings (Package A) and five (5) special topic meetings (Package B).
- The DoR will perform periodic field reviews to observe the work and provide reports to the CTA. The DoR is to assume forty (40) field inspection visits (Package A) and ten (10) field inspection visits (Package B).
- The DoR will assist the CM in the punch list walks, including completion of any SITPs or inspection reports in conjunction with CTA Engineering. The CM will be responsible for developing the punch list from the notes provided by the DoR and others.
- The DoR will continue to attend permit coordination meetings, as required.

Deliverable Clarifications:

- The DoR will review GCNCRs, when applicable, and provide technical recommendations to CTA using the Project Website NCR process. The DoR is to assume 10 NCRs (Package A) and 2 NCRs (Package B).
- The DoR will review RFIs and provide recommended responses, including drawing and specification revisions if required, using the Project Website process. The DoR is to assume 250 RFIs (Package A) and 50 RFIs (Package B).
- The DoR will review all technical submittals and shop drawings to provide recommended comments and dispositions using the Project Website process. The DoR is to assume 430 submittals (Package A) and 40 submittals (Package B).

I. **Closeout**

The DoR will be requested to provide services associated with the closeout phase in accordance with the MOP. The following outlines clarifications for the construction phase work.

Meeting Clarifications:

- The DoR is not anticipated to have three (3) coordination meetings during the closeout phase.

Deliverable Clarifications:

- The DoR will provide Issued for Record (IFR) drawings based upon the CM and Contractor red-line drawings and documented changes. Drawings will be uploaded to a DCDR for CTA review and concurrence. Upon concurrence, the DoR will provide CAD files (.dgn format) for all drawings. DoR to complete and submit Appendix A Statement of Conformance with CAD files. For requirements, refer to CTA CAD Standards.
- The DoR will provide as-built survey information to the following requirements:
  a) Following track construction, as-built track survey must be performed within the project limits per special services section. Survey is to be collected with a precision required to demonstrate the tolerances in the Contract Documents have been met and to document the final as-built condition of the work in the IFC documents.
  b) Tracks to be surveyed are to include rail gauge face, top of rail, type of rail (rail/weight section), insulated joints, switch points on each rail, frog points, curves and any other locations necessary to provide as-built geometry, including horizontal curve date and profile of the track, including curve data.
  c) Locations/points of survey are to be taken at sufficient intervals to achieve appropriate as-built geometry of the existing track terrain grade but in no case are to be more than fifty (50) feet apart.

J. Design Elements of Work

The scope of work listed below is also supplemented by attachments in Appendix D, which may be further refined and/or modified during the design process and in response to site conditions.

These narrative scope items and plans only intend to list and show elements of the scope. The DoR is responsible for all items in detail and their integration into a complete set of documents for a construction contract, including interface with the existing structure(s) and construction phasing and staging.

The DoR will follow CTA Standard Specifications and the Infrastructure Design Criteria Manual, included in Appendix D, for scope technical details.

Design Elements:

1. General Scope:
    a. Develop maintenance of traffic plans in close coordination with IDOT.
    b. Develop phasing plans for coordination with CTA operations and other departments during bid packaging.
2. Ballasted Trackwork Scope:
    a. Demolition plans clearly identifying disposal areas and portions of existing components to be salvaged for delivery to the CTA.
    b. Typical sections showing full reconstruction including subgrade stabilization, subgrade, underdrains, express duct bank, ballast, and new track section. New track section to utilize timber ties with 115RE CWR and resilient fasteners.
    c. Test section of concrete ties within the Pulaski Station section
    d. Plan and profile sheets showing the existing, temporary (if required by phasing) and new horizontal and vertical alignments. Transition curves (spirals) to be added and super-elevation reviewed for overall ride performance. Alignment data sheets to be included for the horizontal geometry.
    e. Cross sections with specific details for any known utility connections or crossings.
    f. Special trackwork plans, including tie layouts, for all interlockings.
    g. Plan details and specifications to support the above design elements.
3. Civil Site and Drainage Scope:
    a. Coordinate with the track plans and typical sections for proper drainage of the improved subgrade.
    b. Design track bed drainage systems including underdrains, catch basins, manholes, and cleanouts along the new tracks for the length of the project and tie into existing right-of-way drainage.
    c. Provide connections to the existing station drainage systems.
    d. Coordinate with identified utilities to clearly show on plan sheets with protection details, as required.
    e. Provide plans and details for new right-of-way fencing as required.
4. Structural Scope:
    a. Develop plans and details for ballast retention structure along the CSX right of way.
    b. Develop plans, elevations, and details to maintain the integrity of and reduce water infiltration into the Lotus tunnel.

   c. Develop plans, sections, and details for potential minor repairs to the track structure over Central Avenue. In general, the structure is in good condition and any major work would be performed with a potential future station reopening.
   d. Develop plans, sections, and details to remove the abandoned Kostner and California stations.
   e. As allowed by IDOT, provide designs for improved access points from the Eisenhower Expressway (I-290) along project limits for CTA vehicles.
5. Traction Power Scope:
   a. Develop plans and details to support the traction power infrastructure components in conjunction with the new trackwork.
   b. Work to include upgrades within the right-of-way to support the recommendations of the Blue Line Load Flow Study for contact rail, auxiliary negative return rails / cables, and cable quantities.
   c. Obtain CTA STP drawings and confirm they meet the current CTA requirements.
   d. As required, provide phasing drawings to maintain traction power in support of any track phasing.
6. Signal Scope:
   a. Inspect and identify wayside equipment for removal / reinstallation or replacement.
   b. Provide plans, schedules, and details for a new concrete duct bank with new express signal and communication cables including associated manholes, handholes and vaults. Coordinate duct bank design with the drainage design to prevent conflicts/impediments.
   c. Provide plans, schedules, and details for new local cabling as required for wayside signal equipment.
   d. Provide plans and details for interlockings to modernize the equipment to the current switch machines, trips, signals, selectors, heater cases, heating elements, and loops.
   e. Designs to include AC upgrades to the relay houses to eliminate the inverter racks. Construction of the AC upgrades may be pursued with adjacent station project or separate from track construction to avoid ComEd delays.
   f. Provide testing requirements for all signals and equipment prior to recommissioning the interlockings and returning the tracks to revenue service.
7. Communications Scope:
   a. Develop plans and details to provide for a new communications fiber trunk throughout the project area. Fiber line will be contained within the main signal express duct bank.
   b. Develop plans and details to make local connections from the new fiber trunk to the existing communications bungalows.
   c. Develop plans and details for temporary fiber optic network connections to facilitate construction as required.
   d. Provide plans and details to restore and repaint the existing communications bungalows.
8. Signage Scope:
   a. Provide plans and details to install new R.O.W. signage and track markers within the limits of the project.

Design Exclusions:

The following items are specifically excluded from the design process:

1. Any work to traction power substations or any work on the duct bank or cables from the substation to the right-of-way.
2. Any major changes to track geometry, including any new turnback tracks or revisions for wider platforms at stations.
3. Communications work excludes the replacement of huts or any equipment not associated with an interlocking.
4. Signal work excludes any control line changes or adjustments to the system requiring any work within the relay houses.
5. Major structural work associated with barrier walls or retaining walls owned by others, including the IDOT barrier wall with the exception of potential access points.

II. DESIGN MILESTONES

CTA proposes the following preliminary milestones for Design and Construction phase services with the goal of meeting construction on Package A in 2028 and having Package B prepared to issue for bid in the spring of 2026, pending the timeline of the associated station project. All durations are in calendar days.

The DoR may request adjustment to the calendar days via DRFI.

Schedule Milestone:	Entire Corridor: IMD (CN69) to I-290 Structure (CN459)	Package A: Kedzie Interlocking (CN157) to Pulaski Interlocking (CN215)	Package B: Pulaski Interlocking (CN215) to Keeler Pedestrian Bridge (CN230)
Design Validation & 30% Design	**150 Days**		
CTA Review	21 Days from Submittal		
Comment Resolution Period	14 days from CTA review comments		
75% Design	**90 Days**	**60 Days**	**60 Days**
CTA Review of 75% Design	21 Days from Submittal		
Comment Resolution Period	14 days from CTA review comments		
100% Design	**60 Days**	**45 Days**	**45 Days**
CTA Review of 100% Design	21 Days from Submittal		
Comment Resolution Period	14 days from CTA review comments		
Issue for Bid Documents	**N/A**	**14 Days**	**As Requested by CTA**

CTA review periods are typical and may vary. A comment resolution meeting between the CTA, CTA Program Managers, and DoR should be scheduled within one (1) week of the completion of the CTA review of each milestone submittal. Draft disposition of all comments should be provided one (1) day prior to the schedule comment resolution meeting. The DoR should include all necessary personnel at the comment resolution meeting to adequately address all comments. All questions and unresolved matters of the submittal should be satisfactorily answered, resolved, completed, or submitted by the DoR prior to the submittal of the next milestone. The DoR will coordinate with CTA to identify and resolve schedule-critical design decisions in order to maintain the design schedule.

Estimated bidding and construction phase durations are given in Part I of this Appendix as it relates to Package A and Package B. The IFB set for Package B will be as requested by CTA to coordinate with the larger station reconstruction project.

APPENDIX B

QUALITY MANAGEMENT SYSTEM (QMS) REQUIREMENTS

ARTICLE 4 – QUALITY MANAGEMENT SYSTEM REQUIREMENTS

I. Development, Submittal, and Acceptance of a Quality Management System

1. Scope

Under the Contract, quality assurance and quality control management are the responsibility of the Consultant or Contractor as applicable. The term Contractor is used throughout this article and Contractor refers to either the Consultant or Contractor as applicable under the Contract.

The Contractor is required to develop and implement a Quality Management System (QMS) for the management and execution of all Project related activities throughout the planning, procurement, design, and construction phases as they are applicable to the Contract. Project personnel at all levels within the organization must participate in QMS activities to the extent that their job responsibilities dictate. Additionally, the QMS must encompass all activities performed by Subcontractors, Designers, Engineering firms, Suppliers, Fabricators, Manufacturers, other Third-Party Agencies, and all other externally contracted providers during all phases of the Project.

The Contractor's QMS must be based on the fundamentals of the FTA's *Quality Management System Guidelines* and the International Standard ISO 9001 *Quality Management System Requirements*.

Each of the FTA's elements outlined in the *Quality Management System Guidelines* and listed in Section II of this document is potentially applicable to the Contractor's Scope of Services or Work (Scope) and must be considered in preparing the QMS. The QMS must clearly identify any elements which are outside the Contract's Scope. The Contractor must substantiate conformance to all specified requirements when submitting the QMS for acceptance by CTA.

The Contractor's QMS is subject to continual monitoring by CTA and its representatives to assess its effectiveness. The Contractor's adherence to its QMS is subject to review and audit by CTA, its representatives, or a third party contracted by CTA. CTA is entitled to pursue remedies under the Contract for the Contractor's failure to resolve concerns and findings identified during monitoring, review, and audit activities.

2. Submittal of Contractor's QMS, Quality Representative, Test and Inspection Plan, and Audit Schedule

The Contractor must submit the QMS, per the Contract submittal requirements, within 30 days of the Notice to Proceed (NTP) or other written authorization to begin Contract activities. Supplemental documented information must be submitted with the QMS if it is referenced within the contents of the QMS but contained in separate documents. The Contractor must submit a completed QMS Review Form (attached F-QA-109) to indicate how the QMS meets the quality requirements for each element. The QMS Review Form must be signed by the quality representative or Project executive and must be submitted with the QMS for review. If a Contractor has a QMS found to be acceptable by CTA's current QMS requirements, then a Project Specific Addendum to that QMS is to be submitted with the completed QMS Review Form. This will also apply if the Contractor is a Joint Venture (JV) and the parties forming the JV remain unchanged. The previously accepted QMS and revision number must be referenced in the submitted Project Specific Addendum and on the QMS Review Form. The Project Specific Addendum items relevant

to the Project's Scope are the only required items to be completed on the QMS Review Form. The Project Specific Addendum will contain the following information based on the Scope:

a. Organization chart
b. Project goals
c. Risks and opportunities
   Other information that is Project specific and is not included in, or varies from the overall QMS

Once accepted, both the QMS and the Project Specific Addendum will constitute the Project's QMS and both documents must be uploaded to the Project Website. The intent of these requirements is for the Contractor to work under one overall QMS which will provide consistent practices across multiple projects with minimal exceptions based on the Scope.

The Contractor must submit the resume of proposed quality representative(s) for review and acceptance by CTA. CTA reserves the right to reject any candidate whose resume does not show education, training, or experience appropriate for the Project or whose responsibilities would conflict with other assignments. Additionally, unsatisfactory performance on CTA past projects will be considered a basis for rejection. Once quality representative(s) have been accepted by CTA and if their performance is unsatisfactory at any time throughout the Contract time of a Project, CTA has the authority to remove quality representative(s) and request Contractor to submit a proposed new candidate.

At design phase, the Contractor must develop the Project's Test and Inspection Requirements and include them in interim and final design submittals.

At construction phase, the Contractor must submit the Test and Inspection Plan per the Contract submittal requirements within 30 days of the NTP, or other written authorization to begin Contract activities. In the event a Design package is approved in a design build Project, the Test and Inspection plan must be submitted for review and acceptance by CTA 30 days prior to beginning construction activities. Once approved, the Contractor must maintain the Test and Inspection Plan throughout the construction phase of the Contract. The Test and Inspection Plan must be accessible in the Project Website to CTA and update as testing and inspections are completed. The Test and Inspection Log must be updated, maintained and submitted to CTA on a monthly basis at a minimum. At Contract closeout, the Contractor must submit the final populated Test and Inspection Plan/Log for document traceability of all test and inspection results for review and acceptance by CTA. These requirements are effective from Notice to Proceed through Final Acceptance.

The Contractor is to audit their QMS, including the Project Specific Addendum for effectiveness to minimize nonconforming conditions or deficiencies. Sixty (60) days after NTP, the Contractor must submit an internal and external audit schedule. The audit schedule must be up to date and made available for CTA access in the Project Website on a monthly basis at a minimum. Audit schedule must track at minimum audit number, audit scope, assigned auditor, target audit date, auditee, audit date complete, audit report date and status (open, closed, total findings and observations).

Required Deliverable(s):

a. Documented QMS
b. Project Specific QMS Addendum
c. Supplemental QMS Documents as applicable
d. Completed QMS Review Form (attach F-QA-109)
e. Proposed quality representative(s) resume
f. Design Test and Inspection Requirements
g. Test and Inspection Plan
h. Updated Testing and Inspection Plan/Log (monthly)
i. Final Populated Test and Inspection Plan/Log
j. Internal and External Audit Schedule

3. Proposed Changes to the Contractor's QMS

As Scope progresses, the Contractor is to revise the QMS to maintain its effectiveness as applicable, or if CTA determines the QMS is not meeting its policy and goals. All proposed changes to the accepted QMS must be resubmitted and are subject to CTA acceptance. Any revisions to a Contractor's overall QMS will be applicable to all active CTA projects utilizing that QMS.

In the event that the accepted Contractor's quality representative changes as noted in the QMS or in the Project Specific Addendum during the course of the Contract, the Contractor must submit the resume of a new candidate for review and acceptance. Upon CTA's acceptance of the proposed change to the quality representative, the Contractor must submit revisions to the QMS or the Project Specific Addendum to identify the change in personnel.

4. Contractor's QMS Activities Performed by External Providers

The Contractor will require Subcontractors, Designers, and Engineering firms to comply with the Project QMS or another quality program that is equal to or more stringent than the Contractor's QMS.

All Subcontractor, Designers, and Engineering firms' activities are subject to CTA monitoring and surveillance, however Subcontractor adherence to and enforcement of the QMS activities are the sole responsibility of the Contractor. Contractor must maintain an external audit schedule of quality audits to be performed on their subcontractors, Designers, Engineering firms, Suppliers, Fabricators, Manufacturers, other Third-Party Agencies, and all other externally contracted providers during all phases of the Project as applicable. The schedule must be up to date and made available for CTA access in the Project Website.

II. General Element Requirements

FTA's 15 Quality Elements for consideration in development of a QMS and Project Specific Addendum.
(Element source: FTA's *Quality Management System Guidelines,*)

1. Management Responsibility

The purpose of the element is to describe and identify responsibilities and demonstrate

executive management commitment to the requirements for review of the QMS managed by the Contractor's organization. The objective is to review the quality policy, goals, objectives and system for effectiveness and continuous improvement.

a. Develop and implement a quality policy that is specific to the Project and addresses all phases of the Project. The policy must be signed by senior management for the Project.

b. Establish and monitor measurable, Project specific objectives that are consistent with the quality policy. The objectives must be relevant to all levels and phases of the Project as applicable and communicated accordingly.

c. Provide an organization chart illustrating lines of authority by position and title. The chart must show the interrelationship of those responsible for executive management, Project management, design, construction, and quality functions.

d. Determine risks and opportunities that need to be addressed in order to achieve the established objectives and promote continuous improvement for the Project.

e. Assign a quality representative who directly reports above and beyond the Project management team, and who will implement and administer the QMS. The quality representative must have the authority to act in all quality matters. The quality representative must monitor and measure activities to ensure the QMS is continually meeting its intended results.

f. Determine and assign the qualified resources required to support the quality representative to ensure effective implementation, maintenance, and performance of the QMS during all phases of the Project. Resources assigned to perform quality assurance functions must be independent of production and must report directly to the quality representative throughout the duration of the Project. Generally, larger Contracts result in more complex Scope which requires more quality resources be assigned by Contractor. To set an expectation, typically the minimum level of quality resources that meet CTA expectations are at least one dedicated full time quality resource to assist the quality manager for any Contract in excess of thirty million dollars, and then an additional full time quality resource for each fifty million dollar increment in excess of thirty million dollars. Such additional quality resources would be available per the Project schedule. This is to be considered a minimum, and additional quality resources are encouraged to ensure quality assurance and quality control goals are achieved. CTA reserves the right to request additional resources to perform independent QA requirements and functions based on the criticality and location of the Scope being performed.

Required Deliverable(s):

a. Management Review Records

2. Documented QMS

The purpose of this element is to establish the methods for controlling the QMS

documents utilized within the Contractor's organization. The objective is to ensure consistency in processes and procedures by requiring personnel to access and utilize current versions of the QMS documents.

a. The QMS must be documented, internally approved, and signed by the Project executives and Project quality representative(s).

b. Additional supplemental procedures may be submitted if they are clearly correlated to an applicable FTA Element or are referenced as documented information in the QMS.

c. Describe the methods, requirements and processes utilized to ensure both quality assurance and quality control functions as they relate to all phases of the Project scope.

d. Identify Project records that validate design and construction related activities.

e. Describe how revisions to the QMS are identified, evaluated, and incorporated, including internal review and approval prior to resubmittal to CTA.

f. Include a communication plan that identifies how all internal and external Project personnel are notified of changes within the QMS.

Required Deliverable(s):
a. Records of QMS changes.
b. Controlled QMS Index.

3. Design Control

The purpose of this element is to identify the responsibilities and activities for developing, reviewing, revising, resolution and controlling design documents. The objective is to ensure design documents meet all Contract requirements, industry standards, best practices and the intended results for the Scope.

a. Describe the following processes for preparing, reviewing, revising, and controlling the design documents. Identify the internal processes, responsibilities, required records, tracking, and transfer of design documents from internal systems to CTA's Project Website as applicable.
    1) Design planning and phasing activities,
    2) Internal and external roles, responsibilities, and interfaces involved in the design process,
    3) Control of design inputs to include regulatory and industry standards and functional performance requirements,
    4) Design and development reviews and results (peer and interdisciplinary),
    5) Design verification and validation activities and records,
    6) Coordination, management, and validation of Subcontractor designs,
    7) Design changes,
    8) Revision and configuration control throughout all design and permit phases activities as applicable,
    9) Design output requirements, and

10) Records needed to demonstrate design requirements have been met.

b. Describe the interface between the design team and the construction team for the preparation of design documents. The description should include how design documents are reviewed and validated for constructability, operability, maintainability, and how construction costs are verified.

c. Describe the processes for scheduling and managing Contractor and Subcontractor design outputs, including the following:

1) Review of changes to approved documents,
2) Scheduling of Subcontractor design deliverables to support Project milestones, and
3) Review, approval, and incorporation of design deliverables from Subcontractor.

d. Describe the process for resolving and incorporating comments from CTA and its representative(s).

e. Describe the process used to ensure that all design documents, including specifications and documents prepared by Subcontractors, include the following items:
1) References to relevant and current standards, drawings, and specifications,
2) Requirements for product identification and traceability from manufacture through installation activities, and
3) Requirements for qualification, performance, factory, component, field and system integration testing and inspection by the Contractor, Independent Testing Laboratory, and Subcontractors including:
a) Description of inspections and tests to be performed,
b) Frequency of testing,
c) Reference to applicable standards,
d) Relevant acceptance criteria,
e) Required records,
f) Identification of inspection and test status and monitoring to include CTA witnessing as required, and
g) Control of measuring, testing, and inspection equipment.

For design build projects, when the DOR is a member of a Joint Venture, the DOR QMS may be submitted with the QMS for CTA review as a supplement for design quality. When the DOR is a Subcontractor, it is the responsibility of the Contractor to review and approve the DOR QMS and design Quality must be described as required by this section within the Contractor's QMS.

4. Document Control

The purpose of this element is to establish the methods for controlling the Project's documented information for all Project phases as applicable in the Contract. The objective is to ensure documented information is retained as evidence of conformity and it is available and retrieval for use.

a. Describe document control processes to ensure all relevant documents are current

and readily available to all users requiring them. Include the following:

1) Identification of all types of documents requiring control,
2) Methods used to control the specific type of document based on the needs of users,
3) Methods for distribution, storage and retrieval of internally controlled documents and the required use of the project website
4) Process for preparing and verifying as-builts,
5) Approval process for changes to the controlled documents, and
6) Methods for eliminating obsolete documents.

5. Purchasing

The purpose of this element is to establish methods and requirements as it relates to procurement during all Project phases as applicable in the Contract. The objective is to ensure all information required and the basis of qualifications for procurement comply with the Contract requirements and are available during procurement activities.

a. Processes must be established to control the selection, procurement and evaluation of all externally contracted providers.

b. Include the processes that will be implemented and the records to be maintained in order to ensure externally contracted providers have the ability to meet and achieve the applicable contract requirements as well as the Project quality requirements and objectives.

c. Describe the methods to ensure all externally contracted providers are adhering to all Project Requirements to include the QMS.

d. Describe the following as it relates to procurement:
   1) Selection criteria,
   2) Evaluation process,
   3) Procurement contract requirements,
   4) Verification of QMS implementation,
   5) Monitoring of QMS effectiveness,
   6) Performance evaluations,
   7) Maintenance of records, and
   8) Confirmation of Quality commitment from subcontractors.

6. Product Identification and Traceability

The purpose of this element is to establish the methodology, processes, measures and requirements for materials, product or equipment traceability as identified in the Contract. The objective is to ensure record traceability of installed materials, products, equipment, components and system turned over to CTA conforms with Contract requirements. All pertinent materials, products or equipment information related to each assembly should be accessible and retrievable.

a. Describe the receipt inspection process, including the following:

   1) Identification/segregation of uninspected material, product and equipment,
   2) Control of material received,

3) Traceability of borrowed, temporary and permanent material from the point of manufacture/origin to the final installed location of material,
4) Traceability of all certifications and test reports for each system component and location, and
5) Identification and control of special packaging, handling, and storage requirements.

7. Process Control

The purpose of this element is to establish process control for proper sequencing of the Scope to ensure installation of materials, products, and equipment meets all Contract requirements. The objective is to ensure steps are taken to implement the Scope effectively to avoid discrepancies, deficiencies, and nonconforming conditions.

a. Describe the identification and planning of the production and installation processes that directly affect the performance of the material, product, and/or equipment and identify how those processes are controlled throughout the lifecycle of the Project.

b. Describe the use of process plans, checklists and other associated means to monitor and control component and system level installations as outlined in Project specifications, standards and codes, and per the manufacturer or fabricator recommendations for proper installation.

8. Inspection and Testing

The purpose of the element is to identify the requirements, responsibilities and activities for planning and executing test and inspection processes. The objective is to ensure the Contractor meets the Project expectations and conforms with the Contract requirements, regulatory and industry standards. Additionally, results must be documented, maintained and traceable.

a. Describe requirements for inspection and testing to be placed in the Specifications for Contractor. Inspection and testing must include the types of tests or inspections: source, receiving, in-process, and final. Specifications should indicate the types of tests required and the standards to be met.

b. Describe the process in preparing, reviewing, revising, and controlling the Project's testing and inspection requirements.

c. Describe the planning and execution of the inspection and testing process. Provide established measures to monitor, verify, and assure materials, products and equipment installed meet specified Contract requirements.

d. Describe the interface between the Contractor's construction team, Subcontractors, Designers, Engineering firms, Suppliers, Fabricators, Manufacturers, other Third-Party Agencies, and all other externally contracted providers on actions taken to review, control, and implement specified test and inspection requirements.

e. Describe established methods for planning, communicating, and documenting the following type of test as defined: Acceptance Test: Verify that performance of all delivered materials, products and equipment is in conformance with Contract requirements. Demonstration Test: Illustrate the reliability of the equipment functioning as a system. System Integration Test: Demonstrates the ability of various subsystems and facilities to work together as a system, and for the new modernized system to function within an existing system.

f. Include the requirement to develop and maintain an overall Project testing and inspection plan. As a minimum, the plan must be maintained to record and include the following up to date information in log format:
   1) Overall management of testing and inspection activities,
   2) Specific test and inspection requirements,
   3) Identification of test phasing, frequency and noted acceptance criteria,
   4) Sequencing for the performance of tests to include prerequisite requirements,
   5) Determination of test and inspection results,
   6) Qualifications of test and inspection personnel,
   7) Traceability of test equipment or product,
   8) Test and inspection discrepancies and failure tracking,
   9) Extent and provisions for retesting or reinspection if required,
   10) Maintenance and availability of test and inspection records and deliverables,
   11) Test and inspection notification requirements and processes,
   12) Traceability of test records to material/equipment installed, and
   13) Interfaces between the test and inspection plan and Safety and Security documents.

Required Deliverable(s):
a. Test and Inspection Plan
b. Test and Inspection Plan/Log (submit monthly)
c. Final Populated Test and Inspection Plan/Log

9. Inspection, Measuring, and Test Equipment

The purpose of this element is to establish methods and requirements for calibration and maintenance of the inspection, measuring and test instruments and equipment. The objective is to ensure instruments and equipment used for test and inspections are properly controlled, calibrated, and maintained as required.

a. Describe the processes used to control inspection, measuring, and test equipment used for the Project to include equipment utilized by Subcontractors, Designers, Engineering firms, Suppliers, Fabricators, Manufacturers, other Third-Party Agencies, and all other externally contracted providers. The processes must include the following provisions:
   1) A retrievable and verifiable record of all equipment types requiring calibration,
   2) A record of calibration status, and
   3) Documentation of the specific piece equipment with a description, part number, and serial number used for each inspection or test.

b. Describe the process for verifying the acceptability of calibrated equipment that is dropped or damaged prior to its further use, to include damage assessments or recalibration evaluation.

c. Include provisions for reinspection or retesting if equipment is found to be out of calibration or functioning improperly.

d. Identify the records to be kept as evidence of control of inspection, measuring, and test equipment.

10. Inspection and Test Status

The purpose of this element is to describe the requirements for communicating the status of tests and inspections to CTA for Scope performed during production and installation. The objective is to monitor, verify and properly document materials, products, and equipment installed meet the Contract requirements.

a. Describe the processes used to verify pre-requisite requirements for inspection and test status of all materials, products and equipment, to include existing conditions, if applicable.

11. Nonconformance

The purpose of this element is to establish methods for documenting and reporting nonconforming conditions and associated corrective actions. The objective is to properly document and evaluate nonconforming conditions to aid the identification of trends that can be used as leading indicators for improvement initiatives and corrective action.

a. Include a scope-based quality risk assessment and analysis to include mitigations. Results should include identification of leading indicators with the intent of minimizing nonconforming conditions.

b. Describe how deficient and nonconforming products or activities are identified, documented, tracked, and evaluated to determine an appropriate disposition.

c. Describe the process for CTA notification of the nonconforming condition and escalation as required to gain acceptable resolutions.

d. Describe the issuance of nonconformance reporting (NCR) as it fits within CTA established NCR categories and parameters and how CTA NCR process will be followed accordingly for nonconforming conditions. Include Contractor maximum response time for addressing the NCR.

e. Describe the process and response time for performing a root cause analysis which includes presenting a documented 5-Why analysis, at a minimum.

f. Describe the process for developing corrective actions that effectively address the root cause as well as the effect of the nonconforming condition.

g. Describe the process for monitoring nonconforming conditions and root causes to identify, mitigate, and track negative trends in product and service outputs.

Required Deliverable(s):

a. 5-why analysis for each NCR issued and upload in NCR process as applicable

12. Corrective Action

The purpose of this element is to establish methods for documenting, implementing corrective actions and awareness of the corrective actions. The objective is to ensure corrective actions have been and remain effective.

a. Describe the processes for corrective actions that address, as a minimum, design errors, nonconforming conditions, audit findings, and customer complaints.

b. Describe the processes for corrective and preventive actions that include the following:
   1) Relevance to the root cause,
   2) Identification and verification of the corrective action taken, and
   3) Validation of the effectiveness of corrective action.

Required Deliverable(s):
a. Corrective action verification records

13. Project Records

The purpose of this element is to establish and maintain Project records. The objective is to ensure Project records are provided in a timeframe acceptable to CTA, stored, preserved, accessible, retained and easily retrieved.

a. Describe the responsibilities and activities for review and maintenance of Project records, to include records provided by Subcontractors, Designers, Engineering firms, Suppliers, Fabricators, Manufacturers, other Third-Party Agencies, and all other externally contracted providers at all tiers.

14. Audits

The purpose of this element is to establish the requirements for audits conducted to verify that the performance of quality, design, and construction activities and related results comply with established requirements. The objective is to audit for effectiveness to minimize nonconforming conditions or deficiencies in the Scope and processes.

a. Describe the processes for internal audits of the Project and QMS.

b. Establish and describe the processes for identifying, scheduling, and performing external audits for all external contracts.

c. Identify the records to be kept as evidence of audit activities.

Required Deliverable(s):
a. Internal and external audit schedule(s) (submit monthly)
b. Audit reports
c. Completed audit findings with acceptable corrective actions
d. Completed audit checklists and/or summary sheets with objective evidence fully documented
e. Finding resolution, and closure records

15. Training

The purpose of this element is to identify the types of training and establish responsibilities for providing effective training for personnel working on the Project. The objective is to ensure all personnel are aware of and can access all related documentation needed to perform day to day activities in a consistent manner.

a. Include requirements for:
   1) Training for Project participants including Subcontractors, Designers, Engineering firms, Suppliers, Fabricators, Manufacturers, other Third-Party Agencies, and all other externally contracted providers, and
   2) Retraining of personnel as needed.

b. Include a requirement to verify proper credentials for personnel performing design and construction activities.

c. Identify the records to be kept as evidence of personnel training and certifications.

d. Must include training recording requirements, at a minimum the following:
   1) Date of training
   2) Training subject
   3) Participants
   4) Instructor name and title
   5) Training materials

e. Describe how records are maintained to include record storage and retrieval.

Required Deliverable(s):
a. Training records

Capital Improvement Program
Quality Management System Review Form

Form Instructions

Please read through Article 4 Quality Management System Requirements and complete each column and all elements as it relates to the Project phase of the executed Contract or Task Order. Form must be signed by the project executive or quality representative and submit with QMS/QMS Addendum submission.

1. For preliminary engineering projects, complete planning phase column;
2. For design projects, complete design phase column;
3. For construction projects, complete construction phase column; or
4. For design-build projects, complete the design and construction phase columns as applicable.

For each element, identify and indicate exact section or page and paragraph number the QMS requirements have been met within your organization QMS.

Project Information

Infrastructure Project Name & ID: **Contractor Quality Mgr:**

Contractor: **CTA Reviewer/CM/OR:**

QMS Document (check one): **Overall QMS ☐** **Project Specific Addendum ☐**

1. Management Responsibility

	Planning Phase	CTA	Design Phase	CTA	Construction Phase	CTA
1.1 Quality Policy						
1.2 Objectives included						
1.3 Organization chart included						
1.4 Risks and opportunities						
1.5 Quality representative						
1.6 Other qualified resources						

2. Documented QMS

	Planning Phase	CTA	Design Phase	CTA	Construction Phase	CTA
2.1 Approved by executive leaders and QR						
2.2 Supplemental procedures correlated						
2.3 All processes described by phase of project						
2.4 Identify project records						
2.5 Revision control						
2.6 Communication plan included						

3. Design Control

	Planning Phase	CTA	Design Phase	CTA	Construction Phase	CTA
3.1 Design planning and phasing activities						
3.2 Internal & external roles and interfaces						
3.3 Control of design inputs						

3. Design Control

	Planning Phase	CTA	Design Phase	CTA	Construction Phase	CTA
3.4 Peer and interdisciplinary reviews						
3.5 Verification and validation activities and records						
3.6 Coordination, mgmt., & validation of subs designs						
3.7 Design changes						
3.8 Revision and configuration control						
3.9 Design output requirements						
3.10 Design output requirements records						
3.11 Design interface with the construction team (D/B)						
3.12 Scheduling and managing subcontractor outputs						
3.13 CTA comment resolution						
3.14 Design document regulatory references						
3.15 Product identification and traceability						
3.16 Design test and inspection requirements						

4. Document Control

	Planning Phase	CTA	Design Phase	CTA	Construction Phase	CTA
4.1 Identification of types of controlled documents						
4.2 Document control methods						
4.3 Distribution and storage of controlled documents						
4.4 Required use of Project Website						
4.5 Preparing and verifying as-builts						
4.6 Approvals for changes to controlled documents						
4.7 Obsolete documents						

5. Purchasing/Procurement

	Planning Phase	CTA	Design Phase	CTA	Construction Phase	CTA
5.1 Selection/evaluation of external providers						
5.2 Verification of sub ability to meet contract						
5.3 Monitoring of adherence to contract & QMS						
5.4 Selection criteria and evaluation process						
5.5 Procurement Contract requirements						
5.6 Verification of QMS implementation						

5. Purchasing/Procurement

	Planning Phase	CTA	Design Phase	CTA	Construction Phase	CTA
5.7 Monitor QMS effectiveness						
5.8 Performance evaluations						
5.9 Records maintenance						
5.10 Subcontractors quality commitment						

6. Product Identification and Traceability

	Planning Phase	CTA	Design Phase	CTA	Construction Phase	CTA
6.1 Identification/segregation of material						
6.2 Control of material received						
6.3 Traceability of material						
6.4 Traceability of certs and tests						
6.5 Packaging, handling, and storage						

7. Process Control

	Planning Phase	CTA	Design Phase	CTA	Construction Phase	CTA
7.1 Production and installation processes						
7.2 Process plans, checklists, forms						

8. Inspection and Testing

	Planning Phase	CTA	Design Phase	CTA	Construction Phase	CTA
8.1 Specification test and inspection requirements						
8.2 Control of test and inspection requirements						
8.3 Monitoring testing and inspection						
8.4 Testing and Inspection Interface						
8.5 Performance, Reliability and Integration Testing						
8.6 Management of testing and inspection						
8.7 Specific test and inspection requirements						
8.8 Test phasing and frequency						
8.9 Noted acceptance criteria						
8.10 Test sequencing						
8.11 Test and inspection results						
8.12 Personnel						
8.13 Traceability of test equipment						

8. Inspection and Testing

	Planning Phase	CTA	Design Phase	CTA	Construction Phase	CTA
8.14 Discrepancies						
8.15 Retesting and reinspection						
8.16 Records and deliverables						
8.17 Traceability of records						
8.18 Testing and inspection interfaces to SSCP						

9. Inspection, Measuring, and Test Equipment

	Planning Phase	CTA	Design Phase	CTA	Construction Phase	CTA
9.1 Records of equipment types and status						
9.2 Acceptance verification of equipment						
9.3 Reinspection/retesting						

10. Inspection and Test Status

	Planning Phase	CTA	Design Phase	CTA	Construction Phase	CTA
10.1 Status of all materials and equipment						

11. Nonconformance

	Planning Phase	CTA	Design Phase	CTA	Construction Phase	CTA
11.1 Quality risk assessment and analysis						
11.2 Identification, evaluating, tracking NCRs						
11.3 CTA notification and following NCR process						
11.4 Root cause analysis (5-Why analysis)						
11.5 Corrective action development						
11.6 NCR trend monitoring						

12. Corrective Action

	Planning Phase	CTA	Design Phase	CTA	Construction Phase	CTA
12.1 Processes for corrective action						
12.2 Relevance to the root cause						
12.3 Identification and verification						
12.4 Validation and effectiveness						

13. Records

	Planning Phase	CTA	Design Phase	CTA	Construction Phase	CTA
13.1 Overall record management						

14. Quality Audits

	Planning Phase	CTA	Design Phase	CTA	Construction Phase	CTA
14.1 Internal audit processes						
14.2 External audits processes						
14.3 Audit records						

15. Training

	Planning Phase	CTA	Design Phase	CTA	Construction Phase	CTA
15.1 Project participant training						
15.2 Retraining						
15.3 Personnel training records						
15.4 Training recording requirements						
15.5 Record storage and retrieval						

Additional notes:

Quality Representative Signature: _____ **Date:** _____

For CTA use only*

NTP Date: _____ **Date of QMS submission:** _____

Standard	Meets or exceeds	Does not meet (describe)
Plan is consistent with the scope(s) of work or services	Not Meet	
Resume(s) provided	Not Meet	
Forms/procedures/processes included	Not Meet	
Plan addresses contract requirements	Not Meet	

APPENDIX C

MANUAL OF PROCEDURES FOR ARCHITECTURAL AND ENGINEERING SERVICES

Chicago Transit Authority

Capital Improvement Program

MANUAL OF PROCEDURES FOR ARCHITECTURAL AND ENGINEERING SERVICES (MOP)

APRIL 17, 2025
INFRA-MA-003, Revision 2

PREPARED FOR:
CHICAGO TRANSIT AUTHORITY
567 WEST LAKE STREET
CHICAGO, IL 60661

APPROVING AUTHORITIES

4-18-25

Chief Engineer
James Harper

Date

4-29-25

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.

REV #	Description	Date	Revised By
1	Updated to reflect current practices and requirements.	10/2019	C. Alcantar
2	Updated to reflect current practices and requirements.	04/2025	P. Judah

TABLE OF CONTENTS

APPROVING AUTHORITIES i
DOCUMENT REVISION HISTORY ii
TABLE OF CONTENTS iii
1 Purpose and Scope 4
1.1 Purpose 4
1.2 Scope 4
2 Contract Administration 6
2.1 Administrative Tasks 6
2.2 General Requirements 7
3 Design Phase Deliverables 8
3.1 General 8
3.2 Safety and Security 8
3.3 Preparation of Design Submittals 9
3.4 Permits and Procurement 10
4 Construction Phase Deliverables 12
4.1 General 12
4.2 Project Closeout 12
5 APPENDICES 14
APPENDIX 1 – Introduction 14
APPENDIX 2 – Manuals 15
APPENDIX 3 – Quality Procedures, Work Instructions, and Quality Forms 17
APPENDIX 4 – Templates 18
APPENDIX 5 – Reference Documents 20
APPENDIX 6 – SITPs 21

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 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:

1. SOW
2. Construction budget and schedule
3. Infrastructure Design Criteria Manual (IDCM)
4. CTA Technical Specifications
5. Project Test and Inspection Requirement Template
6. Division 1 Specifications
7. Surveys, assessments, investigations, and schematic concept data (if available)

Additional related CTA documents that may be provided include:

1. Quality Management System Requirements
2. Quality Procedures, Work Instructions, and Forms
3. Construction Safety Manual
4. Safety and Security Management Plan (SSMP)
5. Safety and Security Certification Plan (SSCP)
6. Safety and Security Certification Safety Integration Test Procedures (SSC SITPs)

CTA will furnish a CAD template package. Package will include:

1. Cover sheet
2. Border for sheets
3. Standard drawing sheet and model files

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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 to utilize the Project Website. Submit a Project Membership Request (PMR) for all personnel that need access to 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 engineering firm throughout the Contract duration:

1. Coordinate and attend project meetings as required by CTA. Mandatory meetings during design activities include:
    a. Project kick-off
    b. Design coordination with CTA
    c. Design review comment resolution
    d. Quality assurance review
    e. Safety Security Certification (SSC) review (if applicable)
    f. Construction cost estimates review
    g. 3rd party coordination (as approved by CTA)
    h. Permit intake and reviews
        i. Note: Communication with 3rd party agencies outside of the Contract must be coordinated through CTA and must be included within the project record.
2. Submit a list of all deliverables and the responsible party for providing them.
3. Submit a Schedule of Values (SOV) – (applicable to Design-Build projects during the construction phase only).
4. Distribute meeting agendas and minutes within the required timeframe as identified by CTA. Minutes must contain all discussions, decisions reached and include record of attendance. Record decisions made with Design Request for Information (DRFI) on the Project Website.
5. Submit invoices monthly 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:
    a. Work progress reports
    b. Quality Management System goals metrics status
    c. Project schedule updates
    d. Earned value reports
6. Obtain the GEC Hours Tracking Summary template via the Project Website. Submit a GEC Hours Tracking Summary to CTA monthly utilizing the Contract Deliverable Review (CDR) processes. Submit within one week of the previous month and coordinate with invoicing timeframes.
    a. The GEC Hours Tracking Summary must take the LOE from the task order negotiations to provide tracking. It will be broken down by each major deliverable and by discipline (prime and subcontractors).

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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 CTA Quality Management System Requirements, FTA's *Quality Management System Guidelines* and the International Standard ISO 9001 *Quality Management System Requirements*. An overall QMS must be approved by CTA. Each subsequent Contract issued requires a project specific addendum to the approved overall QMS. The addendum will be based on the SOW and include an organization chart, project goals, risks and opportunities. Other information that is Project specific and is not included in or varies from the overall QMS will also be included.

Additionally, the architectural and engineering firm will follow CTA's Quality Procedures and Work Instructions as deemed necessary by CTA.

CTA Quality Procedures necessary:

1. QP-EN-302 External Design Submittal Engineering Review
2. QP-EN-307 Construction Phase Engineering Support
3. QP-EN-310 Distribution of CTA Specifications to Project Designs
4. QP-EN-311 Engineering Design Criteria Variance
5. QP-EN-312 Engineering Design Documents Revision Control
6. QP-QA-111 Nonconformance Reporting and Corrective Action
7. QP-QA-115 4-Square Project Performance Matrix
8. QP-QA-116 Lessons Learned

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 by indicating the root cause, corrective action, and action to prevent recurrence. Response must be provided within seven to fourteen calendar days.

The architectural and engineering consultant's performance will be evaluated based on ability to perform work in accordance with Contract requirements, resolve design review comments and provide comprehensive design documents according to an established schedule. An evaluation meeting will be held to present results. Corrective action plans will be required for items deemed unsatisfactory.

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3 Design Phase Deliverables

3.1 General

Minimum site visit requirements:

1. Perform site visits to become familiar with existing conditions.
2. Perform field surveys to assure all required clearances will be met.
3. Perform other surveys, site visits, or inspections as deemed necessary to provide a complete and constructible design.
4. Utilize CTA's Field Trip Report template. Provide a detailed field trip report for each field or factory visit to record the results and existing assets as well as other information germane to the related design activity.

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 milestone submittal, excluding the design validation. The DOR will monitor assumptions as the remainder of the work is progressed. The design report will include the following:

1. Table of Contents for the submittal
2. Certification of Contract compliance
3. Executive summary of how the submittal fits in context with the balance of the design
4. Summary of significant developments since the previous submittal
5. Description of phasing approach including integration of phasing with other design or work packages
6. Known outstanding items to be resolved
7. Design assumptions
8. Design issues log
9. Code analysis and applied standards
10. Log of approved deviations
11. Status of permit documents
12. Updated risk assessment

3.2 Safety and Security

A Design Criteria Conformance Checklist (DCCC) must be developed to demonstrate compliance with all requirements outlined in the current CTA IDCM. Any variance or waiver to the design criteria that is deemed not required as part of the overall design must be reviewed for approval according to CTA's Design Variance process. Obtain the DCCC template via the Project Website.

At the 30% schematic design milestone, prepare and submit a PHA that identifies all identifiable hazards associated with the design. Similarly, prepare and submit a TVA that identifies all identifiable security concerns after the construction. All proposed and accepted mitigations must be demonstrated to be incorporated into the Issued for Permit set of design documents. Obtain the PHA and TVA templates via the Project Website.

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3.3 Preparation of Design Submittals

Design submittals and Contract deliverables must be prepared and submitted at intervals as outlined in the SOW and shown in the Design Priority Matrix (Appendix 4). CTA supplied Project ID 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.

Follow CTA processes for requesting CTA Specifications via the Project Website CDR or design submittal processes. Obtain a Table of Contents of editable Specifications from CTA. Division 1 Specifications must be included in detail within the final design submittals and may be edited upon approval.

Minimum documentation requirements:

1. 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.
2. Design submittals to include all Specifications prepared in the latest Microsoft Word format, drawings in approved CAD format, and PDF versions of both. Drawings must be prepared according to CTA CAD Standards. Provide hard copies if requested by CTA.
3. Specification 00 01 15 must be used for List of Drawings.
4. Specification 00 01 10 must be used for Specification table of contents.
5. Drawings must follow the revision control block format shown below ***(Figure 1)***
    a. Revision block must be updated on the effected sheets and index.
6. Specification headings must follow format below ***(Figure 2)***.
7. All design deliverables must show the Milestone title, date, and revision.
8. Provide sketches, presentations, studies and renderings as determined by CTA.
9. A Code Compliance Matrix must be submitted in the format below by discipline when required per SOW ***(Figure 3)***.

MARK	DATE	DESCRPITION
D	5/19/23	90% Design Submittal
C	3/20/23	60% Design Submittal
B	1/30/23	30% Comment Resolution
A	1/1/23	30% DESIGN SUBMITTAL

Figure 1

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202X-0000.00
Example Project Name

Issued for Review
YYYY-MM-DD, REV. 0

SECTION 00 00 00

EXAMPLE SPECIFICATION NAME

Figure 2

ROOM NO	ROOM NAME	ROOM PURPOSE	FLOOR AREA	ORDINANCE REQUIREMENTS				ACTUAL			EQUIPMENT SERVING	REMARKS
				REQUIRES OUTSIDE AIR				ACTUAL ROOM VENTILATION			DS/DCU/ECH	
				SUPPLY REQ'D		EXHAUST REQ'D		OUTDOOR AIR	RETURN	EXHAUST		
				CFM/SQ.FT.	CFM	CFM/SQ.FT.	CFM	CFM	CFM	CFM		
PLATFORM												
1	CUSTOMER ASSITANT KIOSK	OFFICE	60	NA	NA	0	0	0	NA	0	DS-1/DCU-1/EWH-1	
2	TOILET	TOILET	60	NA	NA	2	0	0	0	0	EWH-2/ TEF-1	
3	JANITOR'S CLOSET	CORRIDOR & UTILITY	20	NA	NA	0	0	0	0	0	TEF-1	
4	MACHINE ROOM CLOSET	CORRIDOR & UTILITY	27	NA	NA	0	0	0	NA	0	DS-3/DCU-3/DS-4/DCU-4/EUH-3, EUH-4	
5	ELEVATOR 2 MACHINE ROOM	CORRIDOR & UTILITY	185	NA	NA	0	0	0	0	0	DS-5/DCU-5/DS-6/DCU-6/EUH-5, EUH-6	
6	COMMUNICATION HUT	CORRIDOR & UTILITY	290	NA	NA	0	0	0	0	0	DS-4/DCU-4/DS-6/DCU-6/EUH-5, EUH-6	
7	ELECTRICAL HUT	CORRIDOR & UTILITY	658	NA	NA	0	0	0	0	0	DS-5/DCU-5/DS-6/DCU-6/EUH-5, EUH-6	
STATION												
8	ELEVATOR 1 MACHINE ROOM	CORRIDOR & UTILITY	185	NA	NA	0	0	0	0	0	DS-5/DCU-5/DS-6/DCU-6/EUH-5, EUH-6	
		TOTAL	-				0	0	0	0		
REMARKS: 1.												

Figure 3

3.4 Permits and Procurement

The architectural and engineering firm will prepare a signed and sealed Issued for Permit set. The permit set must represent the design submitted to permitting agencies and meet the requirements for each agency having regulatory jurisdiction. The permit set may include:

1. Calculations
2. Worksheets
3. Applications
4. Inspection reports
5. Surveys

Permit agency's comments and its resolution must be uploaded to the Project Website for record. Obtain Permit Guide from CTA for additional information on the permitting process.

Issued for Permit design deliverable to be submitted as follows:

1. Must incorporate all previously resolved design submittal review comments.
2. Submit in a Project Website Issue. Issue to remain open until permit review is complete.
3. Attach permit application and associated documents that will be submitted to permit agency.
4. All forms of communication records such as permit agency comments and responses by DOR must be uploaded to the Issue.

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   a. DOR must maintain a permit agency comment log to track all changes during permitting.
5. Any revisions to the Permit set resulting from permit comments must be uploaded to the Issue.
6. Issued for Permit set must follow the revision control format below ***(Figure 4)***.

2	11/4/23	PERMIT CORRECTIONS
1	9/1/23	PERMIT CORRECTIONS
0	7/1/23	ISSUED FOR PERMIT
MARK	**DATE**	**DESCRPITION**

Figure 4

Issued for Bid (Procurement) design deliverable to be submitted as follows:

1. DOR must build upon and incorporate all comment resolutions from prior design review processes and permit process. This includes closure of all permit and CTA comments on the submitted Issued for Permit set.
2. Submit for record in the Project Website via the appropriate design submittal review process. Attach all addendums issued.
3. When new drawings are issued, the previous drawing is to be included but marked “X” / “Superseded” with the revised drawing inserted.
   a. Revised drawings must incorporate all previous addendums, RFIs, and Bulletins.
4. Include updated indices and table of content from drawings and specifications on all addendums issued, as applicable.
5. Revisions due to permit comments, BAFO, negotiations, etc. must be issued as Addendums to the IFB.
6. The Issued for Bid set must follow the revision control format below ***(Figure 5)***.

2	4/4/24	ADDENDUM 2
1	3/1/24	ADDENDUM 1
0	1/1/24	ISSUED FOR BID
MARK	**DATE**	**DESCRPITION**
LOCATION IDENTIFIER: CNROW		
TRACK SCHEMATIC PLAN		
G-013 R1		

Figure 5

End of Part

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4 Construction Phase Deliverables

4.1 General

The architectural and engineering firm will be responsible for the following tasks:

1. Respond to Requests for Information (RFI) within two working days, or earlier as required by CTA.
2. Perform submittal reviews and recommend dispositions.
    a. Ensure submittal is in conformance with Contract documents. Changes to Contract documents are not allowed in the submittal process.
    b. Respond to submittals within five to ten calendar days, or earlier as required by CTA.
3. Respond to Contractor Nonconformance Reports (NCR) in the Project Website process within two working days, or earlier as required by CTA. Evaluate if proposed corrective actions will affect form, fit, and function of the Work.
4. Conduct field, factory, witness and hold point visits as requested by CTA or as outlined in the Contract.
5. Provide written details for each field and factory visit performed on a field trip report and upload them to Project Website.
6. Attend project meetings as requested by CTA. Types of meetings may include:
    a. Preconstruction
    b. Weekly project progress
    c. Pre-activity
    d. Coordination
    e. Safety
    f. Safety and Security Certification
    g. Quality
    h. Closeout
    i. Lessons Learned

4.2 Project Closeout

Upon construction completion, architectural and engineering firm must 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 record 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 record drawings must be prepared in the format required by CTA's CAD Standards.

Perform a site visit one year after the 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.

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End of Part

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5 APPENDICES

APPENDIX 1 – Introduction

CTA's references and templates are continually evolving. New or updated documents and processes may be added and implemented at any time during a project as determined by CTA. This Appendix includes typical relevant documents. Additional documents may be required on a project-by-project basis.

End of Part

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APPENDIX 2 – Manuals

5.2.1 Construction Safety Manual (CSM)

The Construction Safety Manual (CSM) provides the DOR an understanding of the special conditions that exist in and around CTA properties and establishes the safety rules, procedures, and other precautions that must be followed when performing work for CTA. The CSM is available on Project Website CTA Program-Wide site for reference at the following link:

Documents \ 02 Reference Documents \ 03 Construction References \ Manuals

5.2.2 Quality Management System (QMS)

The Quality Management System (QMS) is comprised of the Quality Manual, Quality Procedures (QPs), Work Instructions, and Quality Forms. The QMS provides the framework to promote consistency, achieve established goals and objectives, and manage critical project information. Project management requirements are integrated into the QMS. These documents are available on Project Website CTA Program-Wide site at the following link:

Documents \ 02 Referenced Documents \ 08 Quality Management System

The CTA has also included QMS Guidance Material within the same folder for reference.

Additional information on QPs is included in Appendix 3 herein.

5.2.3 Project Website Process Guidance Documents

The Project Website process guidance documents contain the requirements and responsibilities for the utilization and management of the Project Website. CTA's process guides are continually evolving, and additional guides or revisions to existing processes are frequently implemented. The DOR is responsible for remaining up-to-date and current on process requirements.

The Project Website reference documents, including process guides, are available at the following link:

https://support.cta.avicado.net/hc/en-us

5.2.4 Adjacent Construction Manual (ACM)

The Adjacent Construction Manual (ACM) and accompanying addenda contain the technical requirements for working adjacent to CTA infrastructure. The Adjacent Construction Manual and other requirements for working adjacent to CTA infrastructure is available for reference at the following link:

https://www.transitchicago.com/nearbyconstruction/

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5.2.5 Manual of Procedure for Architectural and Engineering Services (MOP)

The Manual of Procedure for Architectural and Engineering Services is intended to supplement and become part of the Contract for architectural and engineering requirements. The Design Build Contractor will be required to adhere to the requirements of this manual for Design-Build projects. The MOP is available on Project Website CTA Program-Wide site for reference at the following link:

Documents \ 02 Reference Documents \ 08 Quality Management System \ 01 Manuals

5.2.6 Infrastructure Design Criteria Manual (IDCM)

The Infrastructure Design Criteria Manual (IDCM) is intended to supplement and become part of the Contract for design criteria requirements. The Design Build Contractor will be required to adhere to the requirements of this manual for Design-Build projects. The IDCM is available on Project Website CTA Program-Wide site for reference at the following link:

Documents \ 02 Reference Documents \ 02 Design References \ 01 Design Criteria

5.2.7 Roadway Worker Protection (RWP) Manual

The Roadway Worker Protection (RWP) Manual provides standard procedures for any worker entering the CTA right-of-way. The RWP Manual is available on Project Website CTA Program-Wide site for reference at the following link:

Documents \ 02 Reference Documents \ 03 Construction References \ Manuals

End of Part

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APPENDIX 3 – Quality Procedures, Work Instructions, and Quality Forms

CTA's QPs, Work Instructions, and Quality Forms are continually evolving, and additional documents may be required. The DOR is responsible for remaining up-to-date and current on all QMS documents. Refer to the index of QPs, Work Instructions, and Quality Forms in Project Website CTA Program-Wide at the following links below for a list of current documents.

5.3.1 Quality Procedures

The current QPs may be accessed through at the following link:

Documents \ 02 Reference Documents \ 08 Quality Management System \ 02 Quality Procedures

5.3.2 Work Instructions

The current Work Instructions may be accessed through at the following link:

Documents \ 02 Reference Documents \ 08 Quality Management System \ 03 Work Instructions

5.3.3 Quality Forms

The current Quality Forms may be accessed through at the following link:

Documents \ 02 Reference Documents \ 08 Quality Management System \ 04 Quality Forms

The link to the full QMS is available in Appendix 2.

End of Part

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APPENDIX 4 – Templates

CTA's templates are used as a basis for providing information in a particular format. These templates reside in Project Website at the folder path shown below under the project named: CTA Program-Wide.

5.4.1 Field Trip Report Template

The current field trip report template may be accessed through the following link:

Documents \ 02 Reference Documents \ 08 Quality Management System \ 06 MOP Reference Documents

5.4.2 GEC Hours Tracking Summary Template

The current GEC hours tracking summary template may be accessed through the following link:

Documents \ 02 Reference Documents \ 08 Quality Management System \ 06 MOP Reference Documents

5.4.3 Construction Cost Estimate Template

The current construction cost estimate template may be accessed through the following link:

Documents \ 02 Reference Documents \ 08 Quality Management System \ 06 MOP Reference Documents

5.4.4 Meeting Minute Templates

The current design progress meeting minute and quality meeting minute templates may be accessed through the following link:

Documents \ 02 Reference Documents \ 08 Quality Management System \ 06 MOP Reference Documents

5.4.5 Design Criteria Conformance Checklist Templates (DCCC)

The current DCC templates may be accessed through the following link:

Documents \ 02 Reference Documents \ 02 Design References \ 01 Templates and Forms

5.4.6 Preliminary Hazard Analysis Template (PHA)

The current PHA template may be accessed through Project Website CTA Program-Wide site at the following link:

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Documents\ 05 Safety & Security Certification \ 01 Templates

5.4.7 Threat Vulnerability Analysis Template (TVA)

The current TVA template may be accessed through Project Website CTA Program-Wide site at the following link:

Documents\ 05 Safety & Security Certification \ 01 Templates

End of Part

APPENDIX 5 – Reference Documents

CTA's reference documents are used to provide supporting information on tasks and deliverables that are to be completed. These documents reside in Project Website at the folder path shown below under the project named: CTA Program-Wide.

5.5.1 CTA Infrastructure Permit Guide

The current CTA Infrastructure Permit Guide may be accessed at the following link:

Documents \ 02 Reference Documents \ 03 Construction References \ Manuals

5.5.2 CTA Design Priority Matrix

The current CTA Design Priority Matrix may be accessed at the following link:

Documents \ 02 Reference Documents \ 08 Quality Management System \ 06 MOP Reference Documents

5.5.3 CTA Specifications Library

The current CTA Specification Library may be accessed for viewing through at the following link below and will need to request an editable version of CTA's Specification by marking up the Specification Index and submit in Project Website:

Documents \ 02 Reference Documents \ 04 Specifications

5.5.4 CTA Standard and Guide Drawings

The current CTA standard and guide drawings may be accessed through the following link:

Documents \ 02 Reference Documents \ 05 Standard and Guide Drawings

End of Part

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APPENDIX 6 – SITPs

5.6.1 System Integrated Test Procedures (SITPs)

SITPs are provided to assist with SSC requirements. Current SITPs are frequently added or revised and are available on Project Website CTA Program-Wide site at the following link:

Documents \ 05 Safety & Security Certification \ 02 SITP

End of Part

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APPENDIX D

TECHNICAL LINKS

1. Infrastructure Design Criteria Manual
2. Master Specifications
3. Standard and Guide Drawings
4. Adjacent Construction Manual
5. Construction Safety Manual

APPENDIX E

Model Agreement

PROFESSIONAL SERVICES CONTRACT

between the

CHICAGO TRANSIT AUTHORITY

And

[CONSULTANT]

for

FOREST PARK PROGRAM

TRACK DESIGN

IMD Station to I-290 Bridge

Requisition No. C25FI103258528

TABLE OF CONTENTS

ARTICLE 1. INCORPORATION OF RECITALS 1

ARTICLE 2. DEFINITIONS 1

ARTICLE 3. DUTIES AND OBLIGATIONS OF THE CONSULTANT 3

3.1 The Project. 3
3.2 Standard of Performance. 3
3.3 Scope of Services. 4
3.4 Meetings. 5
3.5 Progress Reports. 5

ARTICLE 4. TERM AND SCHEDULE 5

4.1 Term of Services. 5
4.2 Mobilization. 5
4.3 Schedule. 5
4.4 Time is of the Essence. 5

ARTICLE 5. PAYMENT & COMPENSATION 6

5.1 Consultant's Compensation. 6
5.2 Invoices. 10
5.3 Payment. 10
5.4 Criteria for Payment 10
5.5 Disputed Invoices or Charges. 10
5.6 Overpayment. 11
5.7 Taxes. 11
5.8 Prompt Payment. 11
5.9 Non-appropriation of Funds. 12

ARTICLE 6. PERSONNEL 12

6.1 Personnel. 12
6.2 Consultant's Representative 13
6.3 Minimum Wage 13

ARTICLE 7. SPECIAL CONDITIONS 14

7.1 Disadvantaged Business Enterprise Commitment. 14
7.2 Insurance. 14
7.3 Workforce Initiatives Commitment 15
7.4 Quality Management System. 15
7.5 Manual of Procedures for Architectural and Engineering Services. 15
7.6 Construction Management Manual. 15
7.7 Adjacent Construction Manual 15
7.8 Construction Safety Manual. 15
7.9 Roadway Workers Protection Manual 15
7.10 Other Special Conditions. 15

ARTICLE 8. INDEMNITY AND LIABILITY 15

8.1 Indemnity. 15
8.2 Joint and Several Liability. 16
8.3 Waiver of Consequential Damages. 16

ARTICLE 9. NOTICES 17

ARTICLE 10. CONTRACT CHANGES 17
10.1 Right to Change Services. 17
10.2 Authorization of Changed Services 18
10.3 Claims by the Consultant for Future Services 18
10.4 Claims by the Consultant for Completed Services 19
10.5 Purchasing Appeal and Notice Period 21
10.6 Directive Order. 21
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. The Directive order will detail the scope of services, time for completion of scope (if required), and Not-To-Exceed cost. 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) 21

ARTICLE 11. DISPUTES 22

ARTICLE 12. DEFAULT AND TERMINATION 22

12.1 Notice of Default and Termination 22
12.2 CTA's Remedies upon Default. 22
12.3 CTA's Remedies upon Termination. 23
12.4 Nonexclusivity. 24
12.5 Suspension. 24
12.6 Court Determination. 24
12.7 Discretion of Director, Purchasing. 24
12.8 Termination for Convenience 24

ARTICLE 13. GENERAL 27

13.1 No Waiver of Legal Rights. 27
13.2 Governing Law and Jurisdiction. 28
13.3 No Third Party Beneficiary. 28
13.4 Contract Inducements. 28
13.5 Limitation of Liability. 28
13.6 Severability. 28
13.7 Contract Interpretation. 29
13.8 Assigns. 29
13.9 Independent Consultant. 29
13.10 Participation by Other Agencies. 29
13.11. Entire Agreement. 30
13.12 Order of Precedence. 30
13.13 Counterparts. 30
13.14 Consultant Authority. 30

ARTICLE 14. WARRANTIES AND REPRESENTATIONS 31

ARTICLE 15. COMPLIANCE WITH ALL LAWS 32

15.1 Consultant's Compliance with All Laws 32
15.2 Compliance with 49 CFR Part 26. 32
15.3 Civil Rights. 32
15.4 Illinois Human Rights Act. 35
15.5 Fly America. 36
15.6 Energy Conservation. 36

15.7 Ethics Ordinance. 36
15.8 Program Fraud and False or Fraudulent Statements and Related Acts; US Department of Transportation Inspector General Notification. 36
15.9 Notification to FTA of Current or Prospective Legal Matters. 37
15.10 Foreign Trade Restrictions. 38
15.11 Conflict of Interest. 39
15.12 No Exclusionary or Discriminatory Specifications. 40
15.13 No Federal Government Obligation to Consultant or Others. 40
15.14 Obligation to Comply with State and Federal Law and Regulations. 40
15.15 Incorporation of Federal Transit Administration (FTA) Terms. 41
15.16 Environmental Requirements. 41
15.17 Permits and Licenses. 41
15.18 Change in Ownership. 41
15.19 Obligation to Comply with the Illinois State Officials and Employees Ethics Act. 42
15.20 Illinois Criminal Code Certification. 42
15.21 Ineligible Consultants. 42
15.22 IDOT Training Program Graduate (TPG) On-The -Job Training 42
15.23 Safe Operation of Motor Vehicles 44
15.24 International Boycott 45
15.25 Goods from Child Labor Act 45
15.26 Illinois Works Jobs Program Action (30 ILCS 559/20-1 et seq.) 45
15.27 Lobbying 45
15.28 Seismic Safety 46
15.29 National Intelligent Transportation Systems Architecture and Standards 46
15.30 Prohibition on Certain Telecommunications Equipment 46
15.31 ADA Access 46
15.32 Federal Anti-Discrimination 47

ARTICLE 16. ACCESS AND RECORDS 47

16.1 Audit, Inspection and Retention of Records. 47
16.2 Right of Entry. 48

ARTICLE 17. OWNERSHIP OF DOCUMENTS, INTELLECTUAL PROPERTY, CONFIDENTIALITY ..49

17.1 Ownership of Documents. 49
17.2 Confidential Information. 50
17.3 Advertising and Publicity. 51

ARTICLE 18. SUBCONTRACTING & ASSIGNMENT 51

18.1 General 51
18.2 Assignments. 51
18.3 Subconsultants. 52

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 _____ (hereinafter referred to as the "Consultant"), a professional engineering and architectural consultant or firm authorized and licensed to do business in the State of Illinois.

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.

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.

Contract. The several writings that comprise the Contract, including these enumerated Articles of this Professional Services 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 the LIQ.

Non-Key Personnel. Those individuals proposed by Consultant for a role identified as "non-key personnel".

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 the Contract, 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 described in the Scope of Services.

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 in the Scope of Services attached as Exhibit 1.

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.

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.

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. 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 the Scope of Services, 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") will commence upon the Notice-to-Proceed issued by CTA, and terminate one year after completion of the overall Project.

4.2 Mobilization.

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. 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, 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. The fixed fee for the Services is $[__]. 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; provided, the Not-to-Exceed amount under this Contract, which cannot be exceeded for any price, fee, costs, or other amounts incurred or accrued during performance of the Services by Consultant, is $[__].

b) Labor Costs

Consultant will be paid only actual labor rates for services provided at the salary rates approved by CTA and attached to this Contract. 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 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 Contract was executed, or, if the Contract was issued after September 1, the following calendar year. CTA reserves the right not to approve increases for staff additions submitted after September 1 for the following year. Annual staff increases must include all required data using the Staff & Wage form. Retroactive effective dates and rates will not be approved.

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.

Promotion requests following a previously approved annual increase are acceptable **with** a rate increase only if the promoted position is vacant and the position is listed on the cost and price sheet.

Consultant will complete the Services as described and in accordance with the manpower and budget estimate described in the cost & price sheets attached as Attachment C. 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). The Provisional Rates may be modified by mutual agreement of the parties and after written approval of CTA Director of Purchasing.

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) Final True-Up

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, as approved in advance by the Chief Infrastructure Officer, subject to any maximum amount set forth in Attachment C, 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 and the number assigned thereto by CTA, and must be forwarded to CTA at the notice addresses specified in Article 9, Notices.

5.3 Payment.

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 dispute resolution 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.

b) CTA reserves the right to identify any individual proposed in Consultant's LIQ (whether or not Key Personnel), and Consultant will use commercially reasonable efforts to include such individual in its team. 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 or Non-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 or Non-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). Retroactive effective dates and rates will not be approved.

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_polices.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 1 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 Workforce Initiatives Commitment.

Consultant will comply with all requirements set forth in Exhibit 4 (Workforce Initiatives Goal and Special Conditions).

7.4 Quality Management System.

Consultant will adopt and comply with CTA's Quality Management System (QMS) described in Exhibit 5 (Quality Manual and Associated Documents), as may be amended from time to time and provided to Consultant. CTA's QMS is comprised of Manuals, Quality Procedures, Work Instructions, and Forms.

7.5 Manual of Procedures for Architectural and Engineering Services.

Consultant will follow the procedures described in Exhibit 6 (Manual of Procedures for Architectural and Engineering Services) in the performance of the Services, as may be amended from time to time and provided to Consultant.

7.6 Construction Management Manual.

Consultant will comply with all requirements set forth in Exhibit 7 (Construction Management Manual), as may be amended from time to time and provided to Consultant.

7.7 Adjacent Construction Manual.

Consultant will comply with all requirements set forth in Exhibit 8 (Adjacent Construction Manual), as may be amended from time to time and provided to Consultant.

7.8 Construction Safety Manual.

Consultant will comply with all requirements set forth in Exhibit 9 (Construction Safety Manual), as may be amended from time to time and provided to Consultant.

7.9 Roadway Workers Protection Manual

Consultant will comply with all requirements set forth in Exhibit 9 (Roadway Workers Protection Manual), as may be amended from time to time and provided to Consultant.

7.10 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 Chief Infrastructure Officer 567 W. Lake Street Chicago, IL 60661-1498
Except invoices to:	Chicago Transit Authority c/o Manager, Financial Audit Oversight 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.

a. CTA may, from time to time, order additions, deletions, or revisions to the Scope of the Services, described generally in this Contract or as provided in any Task Order issued to Consultant, by providing Consultant with a revised Scope of Services, for the Consultant's

review. Within seven (7) days of receipt of such revised Scope of Services, or within a shorter period of time if required under the circumstances, Consultant must either accept the revised Scope of Services or submit comments or exceptions for CTA's review and approval.

b. Within seven (7) days of Consultant's acceptance of the revised Scope of Services or CTA's approval of a final revised Scope of Services, or within a shorter period of time if required under the circumstances, Consultant will submit a proposed level of effort for the CTA's review and approval.

c. Within seven (7) days of CTA's approval of the level of effort or within a shorter period of time if required under the circumstances, Consultant will submit a cost proposal for the revised Scope of Services. Consultant's cost proposal will be reviewed by CTA. If CTA accepts the Consultant's cost proposal, the Consultant will submit DBE schedules for the revised services and CTA will prepare a Contract Amendment in accordance with Section 10.2.

d. If CTA orders Changed Services and Consultant and CTA have not finalized the revised Scope of Services, agreed on an adjustment to the compensation, or agreed on an adjustment to the Schedule within a reasonable period of time, as determined by CTA, the Director, Purchasing may direct Consultant to perform the work through a Directive Order as provided in Section 10.6.

10.2 Authorization of Changed Services

All Changed Services are subject to final approval as required by the Authority's ordinances, regulations, and rules. Consultant will not be entitled to additional compensation for Changed Services until the execution of a Contract Amendment, which may require approval by the Authority's Board.

Consultant's compensation under any Amendment will be paid at the applicable rates set forth in Exhibit 2 for equivalent items as determined by the Director, Purchasing or as otherwise agreed to by the parties and set forth in the terms of the Amendment.

In the event of a decrease in the Scope of Services, the Authority will not pay for lost or anticipated profits resulting from partial or complete deletions of the Scope of Services, and an equitable decrease of the Contract Price and Delivery Schedule will be made to reflect the terms of the Amendment as determined by the Authority.

The Consultant will not be entitled to reimbursement for any costs of preparing a revised Scope of Services, proposed level of effort, or cost proposal unless the Project Manager and Director of Purchasing agrees in writing prior to its preparation.

10.3 Claims by the Consultant for Future Services

Consultant's Submission. Upon discovery of conditions or circumstances that may require an adjustment to compensation or schedule, Consultant must submit a claim for future services in accordance with this Article 10.3. All claims for future services made by the Consultant under this Contract must be made in accordance with the requirements stated below.

a. Oral Notification. Consultant must provide prompt oral notification to the Project Manager upon discovering any conditions or circumstances that may require an adjustment to compensation or Schedule (such conditions or circumstances, the "Claim"). If practicable, Project Manager and Consultant will attempt to resolve the identified conditions or circumstances without increasing the cost, extending the schedule, or otherwise modifying the Scope of Services.

b. Written Notification. Consultant must deliver written notice of any Claim to the Senior Manager, Purchasing and Director, Purchasing within fourteen (14) days of oral notice. The written notice of Claim must include a detailed narrative explaining the nature of the claim including the time period. The written notification must not include a cost proposal. CTA's Response. Within thirty (30) days of receipt of written notice or extended period of time if required under the circumstances, CTA will respond to Consultant's written notice of claim, in writing. The response will be either a determination of the merit of the claim, a determination that additional time or documentation is needed to evaluate the Claim, or a request for revisions. Upon CTA's determination that a claim is meritorious (in whole or in part) CTA will request a revised Scope of Services.

c. Within seven (7) days, or extended period of time if required under the circumstances, of CTA's request for a revised Scope of Services, Consultant will submit a revised and redlined Scope of Services to the Procurement Administrator for the CTA's approval.

d. Within seven (7) days of CTA's approval of the revised and redlined Scope of Services, or extended period of time if required under the circumstances, Consultant will submit a proposed level of effort to the Procurement Administrator **only** for review and approval.

e. Within seven (7) days of CTA's approval of the level of effort, or extended period of time if required under the circumstances, Consultant will submit a cost proposal for the revised Scope of Services to the Procurement Administrator **only** for review and approval.

f. Within seven (7) days of CTA's acceptance of Consultant's cost proposal, or extended period of time if required under the circumstances, the Consultant will submit the signed cost proposal and DBE schedules to the Procurement Administrator and CTA will prepare an Amendment in accordance with Section 10.2 of this Contract.

g. With the final submission of supporting documentation, a sworn certification signed by the Consultant, certifying that the Consultant 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.

10.4 Claims by the Consultant for Completed Services

a. Consultant's Submission. In the event that the Consultant provides services to CTA that are outside the Scope of Services and which may require an adjustment to compensation or schedule, Consultant must submit a claim for completed services in

accordance with this Article 10.4. All claims for completed services made by the Consultant under this Contract must be made in accordance with the requirements stated below.

i. Oral Notification. Consultant must provide prompt oral notification to the Project Manager upon discovering any conditions or circumstances that may require an adjustment to compensation or Schedule (such conditions or circumstances, the "Claim").

ii. Written Notification. Consultant must deliver written notice of any Claim to the Project Manager, Senior Manager, Purchasing and Director, Purchasing within fourteen (14) days of oral notice The written notice of Claim must include at a minimum: (1) a detailed narrative explaining the nature of the claim including time period, (2) an itemized summary of any additions, deletions or changes to the Scope of Services, (3) a redlined Scope of Services, (4) a detailed accounting of actual hours and costs incurred, (5) sufficient documentation to support Consultant's accounting of actual hours and costs, including time sheets or other substantiating documentation, and (6) a sworn certification signed by the Consultant, certifying that the 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.

b. CTA's Response. CTA will respond to Consultant's written notice of claim, in writing, within thirty (30) days of receipt of written notice. The response will be either a determination of the merit of the Claim or a determination that additional time, documentation, or revisions needed for CTA to evaluate the Claim. If Consultant does not accept the determination of the CTA, the Consultant may appeal the decision in accordance with 10.5(a).

i. Upon CTA's approval of the revised and redlined Scope of Services, or within an extended period of time if required under the circumstances, CTA will review the Consultant's accounting of actual hours and costs incurred for comments or acceptance.

ii. Upon CTA's approval of the Consultant's accounting of actual hours and costs incurred, Consultant will submit draft cost and price sheets to the Procurement Administrator for review and approval.

iii. Upon CTA's approval of the draft cost and price sheets, Consultant will submit the signed cost proposal and DBE schedules to the Procurement Administrator and CTA will prepare an Amendment in accordance with Section 10.2 of this Contract.

iv. With the final submission of Consultants' claim including all supporting documentation, Consultant shall reaffirm with a sworn certification signed by the Contractor, certifying that the Consultant 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.

10.5 Purchasing Appeal and Notice Period

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

b. Notice Periods Absolute. Consultant further understands and agrees that, regardless of any case law decision or regulation 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.

10.6 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. The Directive order will detail the scope of services, time for completion of scope (if required), and Not-To-Exceed cost. 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, 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, in whole or in part.

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 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 partial termination, the remedies applying only with respect to such terminated Services):

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, 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 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 completed in the Scope of Services 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 completed and in all events less than the total Not-to-Exceed amount, 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. Scope of Services.
3. Other 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. If any discrepancy or inconsistency should be discovered between the specifications established for the Services and any law, regulation, ordinance, order or decree applicable to the Services, Consultant will report such discrepancy or inconsistency to CTA and will conform its work to any orders or instructions issued by CTA.

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 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*., 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.

   d. Executive Order 14173. Executive Order 14173 explicitly rescinded Executive Order 11246 and certain amendments thereto. The implementing regulations of Executive Order 11246 were not explicitly repealed or modified and are still in effect. To the extent that any requirements in this Contract flow from Executive Order 11246 and its implementing regulations, such requirements will be deemed to have no effect upon repeal of the implementing regulations of Executive Order 11246.

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 this Section and will post copies of the notice in conspicuous places available to employees and applicants for employment.

d. Consultant will comply with the rules, regulations, and relevant orders of the Secretary of Labor and all other applicable rules and regulations.

e. Consultant will furnish all information and reports required 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 and subject to such other sanctions may be imposed and remedies applied as provided 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, 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.

15.4 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.

15.5 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.

15.6 Energy Conservation.

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.

15.7 Ethics Ordinance.

Consultant agrees to comply with the CTA's Ethics Ordinance, CTA Ordinance No. 011-73, 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.

15.8 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.

3. 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.

15.9 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.

15.10 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.

15.11 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. In the event of an anticipated or potential OCI, Consultant must promptly notify the CTA and 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. Failure to notify the CTA of an anticipated or potential OCI will be considered an event of default and may result in the Consultant being disqualified from future CTA contracts.

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.

15.12 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.

15.13 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.

15.14 Obligation to Comply with State and Federal Law and Regulations.

Consultant must at all times comply with all applicable IDOT, RTA and FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in FTA's "Master Agreement" between CTA and FTA, and any agreements between IDOT and RTA and RTA and CTA, 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

15.15 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.

15.16 Environmental Requirements.

1. CLEAN WATER – The Consultant must comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC § 1251 *et seq.* 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.
2. CLEAN AIR - The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

15.17 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.

15.18 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.

15.19 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.

15.20 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.

15.21 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.

15.22 IDOT Training Program Graduate (TPG) On-The -Job Training

Consultant is encouraged to participate in the incentive program to provide additional on-the-job training to certified graduates of IDOT funded pre-apprenticeship training programs (the "IDOT TPG Program").

It is the policy of IDOT to fund IDOT pre-apprenticeship training programs throughout Illinois to provide training and skill-improvement opportunities to assure the increased

participation of minority groups, disadvantaged persons and women in all phases of State-funded construction. The intent of the IDOT TPG Program is to place certified graduates of the IDOT funded pre-apprentice training programs on IDOT-funded project sites when feasible, and provide the graduates with meaningful on-the-job training intended to lead to journey-level employment. IDOT has determined this Contract shall include the IDOT TPG Program requirements. To benefit from the incentives to encourage the participation in the additional on-the-job training under the IDOT TPG Program, Consultant shall make every reasonable effort to employ certified graduates of IDOT-funded pre-apprenticeship training programs.

Participation by Consultant or Subconsultant in the IDOT TPG Program entitles Consultant or Subconsultant to be reimbursed at $15.00 per hour for training provided to a certified TPG on this Contract, subject to CTA's approval. This reimbursement will be made even though Consultant or Subconsultant may receive additional training program funds from other sources for other trainees, provided such other source do not specifically prohibit Consultant or Subconsultant from receiving other reimbursement. For purposes of the IDOT TPG Program, Consultant is not relieved of requirements under the Illinois Prevailing Wage Act or the Federal Davis Bacon Act.

No training reimbursement will be made to Consultant if Consultant or Subconsultant fails to provide the required training. It is expected that a TPG will begin training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project through completion of the Contract, so long as training opportunities exist in the TPG's work classification or until the TPG has completed the training program. Should the TPG's employment end in advance of the completion of the Contract, Consultant must promptly notify the Consultant or CTA staff person designated in writing by CTA that the TPG's involvement in the Contract has ended and supply a written report of the reason for the end of the employment, the hours completed by the TPG under the Contract for which reimbursement under the TPG Program has been or will be sought.

Consultant will provide for the maintenance of records and furnish periodic reports documenting its performance under this Provision.

METHOD OF MEASUREMENT: The unit of measurement is in hours.

BASIS OF PAYMENT: This work will be paid for at the Contract unit price of $15.00 per hour for certified TPGs. The estimated total number of hours, unit price and total price have been included in an allowance added to the Contract to pay for the reimbursement.

Consultant must provide training opportunities aimed at developing full journeyworkers in the type of trade or job classification involved. The initial number of TPGs for which the incentive is available under this Contract is as notified by CTA to Consultant in writing. During the course of performance of the Contract, Consultant may seek approval from CTA for additional incentive-eligible TPGs. In the event Consultant

subcontracts a portion of the Contract work, it will determine how many, if any, of the TPGs are to be trained by the Subconsultant, provided however, that Consultant will retain the primary responsibility for meeting the TPG requirements. Consultant must also insure that this TPG Provision is included in such Subcontract if the TPGs are to be trained by a Subconsultant and that the incentive payment is passed on to each Subconsultant.

For Consultant to meet the obligations for participation in this TPG incentive program under this Provision, IDOT has contracted with several entities to provide screening, tutoring and pre-training to individuals interested in working in the applicable construction classification and has certified those students who have successfully completed the program and are eligible to be TPGs.

The Director of IDOT's Office of Business and Workforce Diversity (OBWD) or the Director's designee will provide assistance and referrals to Consultant for the applicable TPGs. For purposes of this Contract, contacting the Director of IDOT's OBWD or the Director's designee and interviewing each candidate he/she recommends constitutes reasonable recruitment.

Prior to commencing construction, Consultant must submit to CTA for approval the TPGs to be trained in each selected classification. Furthermore, Consultant must specify the starting time for training in each of the classifications. No employee will be employed as a TPG in any classification in which he/she has successfully completed a training course leading to journeyman status or in which he/she has been employed as a journeyworker. Notwithstanding the on-the-job training purpose of this TPG Provision, some offsite training is permissible as long as the offsite training is an integral part of the work of the Contract and does not comprise a significant part of the overall training.

Training and upgrading of TPGs of IDOT pre-apprentice training programs is intended to move said TPGs toward journeyworker status and is the primary objective of this TPG Provision. Accordingly, Consultant will make every effort to enroll TPGs through the IDOT-funded TPG programs. Consultant will be responsible for demonstrating its compliance with the TPG Program in order to be entitled to the TPG Program Provision $15.00 an hour incentive.

Consultant or Subconsultant must provide each TPG with a certificate showing the type and length of training satisfactorily completed.

15.23 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.

15.24 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).

15.25 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).

15.26 Illinois Works Jobs Program Action (30 ILCS 559/20-1 et seq.)

For grants or contracts with an estimated total project cost of $500,000 or more, the grantee or consultant will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantees will be permitted to seek from the Department of Commerce and Economic Opportunity a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The grantee must ensure compliance for the life of the entire project, including during the term of the grant and after the term ends, if applicable, and will be required to report on and certify its compliance.

15.27 Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601, et seq., Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with

respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

15.28 Seismic Safety

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

15.29 National Intelligent Transportation Systems Architecture and Standards

The Consultant agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and to follow FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455, January 8, 2001, and all other applicable federal guidance

15.30 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

15.31 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.

15.32 Federal Anti-Discrimination

1. Pursuant to section 3(b)(iv)(A), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the Consultant agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

2. Pursuant to section (3)(b)(iv)(B), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, by entering into this Agreement, the Consultant certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

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.

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ACCEPTANCE

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

CONSULTANT

By: _____
(Signature)

_____
Name

_____
Title

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)

By: _____
(Signature)

_____
Name

_____
Title

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)

[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.]

CHICAGO TRANSIT AUTHORITY

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

_____
Vice President, Purchasing

Dated: _____

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	Scope of Services
Exhibit 2	Disadvantaged Business Enterprise Special Conditions
Exhibit 3	Insurance Requirements
Exhibit 4	Workforce Initiatives Goal and Special Conditions
Exhibit 5	Quality Manual and Associated Documents
Exhibit 6	Manual of Procedures for Architectural and Engineering Services
Exhibit 7	Construction Management Manual
Exhibit 8	Adjacent Construction Manual
Exhibit 9	Construction Safety Manual
Exhibit 10	Roadway Workers Protection Manual
Exhibit 11	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 F

Insurance and Bond Requirements

CHICAGO TRANSIT AUTHORITY (CTA)
INSURANCE REQUIREMENTS

REQUISITION NUMBER: C25FI103258528
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 included as an additional insured. - A copy of the "Primary & Non-Contributory Other Insurance Condition" endorsement must be provided. ***NOTE: The required limits and coverage for Commercial General Liability may be achieved through a combination of primary and excess or umbrella liability insurance.***
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)
X	Excess or Umbrella Liability **$2,000,000** 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 included as an additional insured. - A copy of the "Primary & Non-Contributory Other Insurance Condition" endorsement must be provided for all Excess or Umbrella Liability policies.
X	Professional Liability **$3,000,000** Per Claim / Aggregate
	Cyber Security & Network Privacy Liability **$2,000,000** Per Occurrence / Aggregate
	Pollution Liability **$2,000,000** Per Occurrence / Aggregate
	Cargo / Inland Marine **$500,000** 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, the Contractor shall supply the CTA with an updated Certificate of Insurance 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 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 included 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 or authorized 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: Statutory - 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, (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.

***NOTE:* The required limits and coverage for Commercial General Liability may be achieved through a combination of primary and excess or umbrella liability insurance.**

- A copy of the "Additional Insured" and "Waiver of Subrogation" endorsements must be provided. The CTA must be included as an additional insured.
- 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. EXCESS OR UMBRELLA LIABILITY

$2,000,000 Each occurrence and in the aggregate, excess of the underlying policies.

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this agreement, then said policies shall be "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including, but not limited to, the additional insured, contractual liability & "insured contract" definition for indemnity, occurrence, no limitation of prior work coverage, and primary & non-contributory insurance requirements stated therein. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

- 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 included as an additional insured.
- A copy of the "Primary & Non-Contributory Other Insurance Condition" endorsement must be provided for all Excess or Umbrella Liability policies.

E. PROFESSIONAL LIABILITY

$3,000,000 Per Claim / 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				

On "Additional Insured" and "Waiver of Subrogation" endorsements, the CTA must be included as an additional insured & 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.

On "Additional Insured" and "Waiver of Subrogation" endorsements, the CTA must be included as an additional insured & 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 G

SPECIAL CONDITIONS:

DISADVANTAGED BUISNESS ENTERPRISE PROGRAM

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

CONTRACT NUMBER: C25FI103258528

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:
25%

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-2

Participant Statement

FOR NON-CONSTRUCTION & NON-TASK ORDER BASED CONTRACTS ONLY

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

SUBCONTRACTOR/SUBCONSULTANT (Non-trucking) ☐ **TRUCKING** ☐ **DISTRIBUTOR** ☐

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: _____

DBE FIRM: _____

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

PRIME CONTRACTOR: _____

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

_____

_____

_____

_____

DBE CONTRACT AMOUNT: $_____

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 may result in the bid being deemed non-responsive and may be excluded from further consideration.

FOR NON-CONSTRUCTION & NON-TASK ORDER BASED CONTRACTS ONLY

DBE - SCHEDULE C-2

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:**

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

CONTRACT TITLE: _____

CONTRACT NUMBER: C25FI103258528

PRIME CONTRACTOR: _____

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

(IF APPLICABLE)

TOTAL BID AMOUNT: _____

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

☐ **Meets or exceeds** the DBE goal assessed and has provided documented participation of _____**%**. Attached are the signed Schedule C required by the Special Conditions assuring that each business will perform a commercially useful function in this work of the contract.

☐ **Failed** to meet the DBE goal assessed through DBE participation but included good faith effort documentation to meet the goal and provided documented participation of _____**%**. Attached are the signed Schedule C required by the Special Conditions 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**
Total DBE Participation (Including the additional page if applicable)				$ 0.00

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

DBE Utilization Plan

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:**

PRIME CONTRACTOR: _____

CONTRACT NUMBER: _____

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 H

SPECIAL CONDITIONS: WORKFORCE INITIATIVES

SPECIAL CONDITIONS
WORKFORCE INITIATIVES

CONTRACT NUMBER: C25FI103258528

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 I

FREEDOM OF INFORMATION ACT NOTICE

FREEDOM OF INFORMATION ACT NOTICE

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 bid materials, contracts, invoices and payment records (among other records). *See* Section 7 and 7.5 of FOIA, 5 ILCS140/7 and 7.5, for a complete list of the exemptions available under FOIA.

Bid materials become the property of the CTA when submitted and cannot be returned. Because the sealed bid materials submitted to CTA in connection with this procurement will be opened at a public bid opening, all contents of the bid materials will be publicly viewable at the bid opening. All bid materials and any subsequent contract (including any later amendments thereto) will be subject to public disclosure under FOIA upon request, without any further notice to you, after the successful bidder and CTA have executed a written contract. CTA may also publish the content of the bid materials and any subsequent contract in connection with this procurement, in whole or in part, on its website or in any other format without any further notice to you.

If you have any questions regarding the FOIA process at CTA, please contact CTA's Freedom of Information Officer at (312) 681-2809 or via e-mail at FOIA@transitchicago.com.

APPENDIX J

CERTIFICATIONS AND SUBMISSION FORMS

1. BRIEF HISTORY OF THE COMPANY

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

DISCLOSURE OF OWNERSHIP AND INTERESTS AFFIDAVIT
(PRIME)

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 Director, 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:

PART I - 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
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____

3. 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

4. List below the names and titles of the officers, if any. If there are no officers, write "none":

Name	Title
_____	_____
_____	_____
_____	_____

5. 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)

2.DISCLOSURE OF OWNERSHIP

SUB-CONSULTANT

DISCLOSURE OF OWNERSHIP AND INTERESTS AFFIDAVIT (SUBCONTRACTOR)

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 Director, 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:

PART I - 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
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____

3. 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

4. List below the names and titles of the officers, if any. If there are no officers, write "none":

Name	Title
_____	_____
_____	_____
_____	_____

5. 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)

3. DEBARMENT

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 indicted 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.

5. Meet the Authority's requirements and that it, its principles, and is subcontractors 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

6. That it is not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is it delinquent in the payment of any tax administered by the Illinois Department of Revenue. For purposes of this certification, delinquent means a debt that is due and owing for which no payment plan, offer-in-compromise, dispute contesting the validity of the debt, or other means addressing the debt has been made.

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

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 indicted 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.

5. Meet the Authority's requirements and that it, its principles, and is subcontractors 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

6. That is is not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is it delinquent in the payment of any tax administered by the Illinois Department of Revenue. For purposes of this certification, delinquent means a debt that is due and owing for which no payment plan, offer-in-compromise, dispute contesting the validity of the debt, or other means addressing the debt has been made

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 - PRIME

LOBBYING CERTIFICATION – (PRIME)

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)

5. LOBBYING - SUB-CONSULTANT

LOBBYING CERTIFICATION – (SUBCONTRACTOR)

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. 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. C25FI103258528** LIQ: Forest Park Program - Track Improvement - IMD (CN469) to I-290 Bridge (CN459), _____ ("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 LIQ.

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 LIQ (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 Director – 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, Director - Purchasing, or Vice President – Purchasing and Supply Chain.

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: _____

rev jrs 042706

8. 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. C**25FI103258528 LIQ: Forest Park Program - Track Improvement - IMD (CN469) to I-290 Bridge (CN459), _____ ("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 LIQ.

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 LIQ (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 Director – 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, Director - Purchasing, or Vice President – Purchasing and Supply Chain.

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: _____

rev jrs 042706

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:

The undersigned understands and agrees that the Contractor and its Subcontractors are required to pay certain employees the minimum wage set forth in the CTA Minimum Wage Regulations, available at: https://www.transitchicago.com/procurement/regulations-and-policies/

(1) ("Minimum Wage"), 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 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 days after the CTA 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 Director, Purchasing.

(4) The undersigned understands and agrees that the CTA 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 CTA 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

PROPOSER NAME: _____

REQUISITION No. C25FI103258528
LIQ - Forest Park Program - Track Design - IMD (CN69) to I-290 Bridge (CN459)

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