

CHICAGO TRANSIT AUTHORITY
Advertisement for Professional Services

Proposals will be received for the following by Chicago Transit Authority at the Bid Office - 2nd Floor, 567 W. Lake St., Chicago, Illinois 60661-1498, no later than 3:30 p.m. on Friday, May 11, 2012:

Req. C12FR101272861

Request For Letters of Interest & Qualifications
(LIQ) for General Engineering Consultant Services.

If you have any questions regarding the above, you may contact Katrina Bradley, Procurement Administrator at 312/681-2452.

Any contract resulting from this solicitation is subject to a financial assistance between the Chicago Transit Authority, the United States Department of Transportation and the Regional Transportation Authority.

The contractor will be required to furnish certified copies of any and all Insurance Policies required in relation to this contract prior to CTA's execution.

Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations and Affirmative Action requirements of the Federal Transit Administration and the Illinois Human Rights Commission.

Contractor will be required to certify that their firm is not on the Comptroller General's list of ineligible contractors.

Chicago Transit Authority hereby gives notice that it will affirmatively ensure that in regard to any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit responses to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

This contract shall be subject to the Federal Construction Safety and Health Standards Clause.

PLEASE NOTE: Where proposals are sent by mail, delivery service or delivered in-person to the CTA Bid Office, the bidders shall be responsible for their delivery only to the Bid Office before the advertised due date and hour for the proposals. The Bid Office hours are Monday through Friday from 8:00 a.m. to 4:30 p.m. Chicago time, except holidays.

(2)

The right is reserved to accept any proposal or to reject any and all proposals. Acceptance of any proposal is subject to concurrence by the Regional Transportation Authority and the United States Department of Transportation.

All inquiries should be directed to and copies of the documents obtained from the Bid Office - 2nd Floor, 567 W. Lake St., Chicago, Illinois 60661-1498.

CHICAGO TRANSIT AUTHORITY

April 20, 2012

By: Marina Popovic
Vice President,
Purchasing & Warehousing



CHICAGO TRANSIT AUTHORITY
Letters of Interest and Qualifications (LIQ)
FOR
GENERAL ENGINEERING CONSULTANT SERVICES
REQUISITION NO. C12FR101272861

Confidentiality and Non-Disclosure: Firms requiring additional assistance shall only contact Katrina Bradley, Sr. Coordinator Procurement at (312) 681-2452. Firms, including all team sub-consultants, who contact any other CTA personnel either verbally or in writing, concerning this solicitation package, are in violation of the procedures for this procurement and any submitted proposals may be disqualified.

ISSUED BY:
Chicago Transit Authority, Purchasing Department
567 W. Lake Street, Chicago, IL 60661-1498
Marina Popovic, Vice President, Purchasing & Warehousing
Forrest Claypool, President
Terry Peterson, Chairman

General Engineering Consultant Services

Letters of Interest and Qualifications

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I. PROJECT DESCRIPTION AND SCOPE OF SERVICES

The Chicago Transit Authority (CTA) is seeking professional consulting firms with multidisciplinary expertise in civil, structural, mechanical, electrical and architectural engineering to provide on-call General Engineering Consultant (GEC) services in support of the delivery of selected Power & Way and Facility projects within CTA's five year Capital Improvement Program (CIP) as well as capital maintenance projects. Not all projects within the CIP will be assigned to one of the GEC firms and CTA explicitly reserves the right to perform some or all engineering tasks with CTA's own forces or to solicit project-specific design services for projects within the CIP.

The services to be secured include but are not limited to conducting specialized engineering/architectural investigations of existing conditions, final design services to support the on-going power and way maintenance, facility maintenance, and capital construction programs, providing engineering and architectural support to CTA Engineering and Capital Construction during the implementation of capital construction and capital maintenance projects, and providing specialized engineering support for projects serving both the CTA rail and bus systems.

CTA intends to select three or more firms (herein after referred to as the "Consultant" or "GEC") to provide project engineering services on a task order basis. All firms interested in performing such work are encouraged to respond to this solicitation.

On any given project, CTA will select a firm to be designated as the Designer of Record (herein after referred to as the "DoR") or CTA may elect to have CTA's Engineering department act as DoR with the Consultant providing selected engineering services performed under the direction of the CTA Chief Engineer. Duties of the Consultant will differ from project to project, but will generally include multi-discipline design engineering and/or specialized (discipline-specific) engineering responsibilities. In all cases CTA will retain project ownership authority. The Consultant teams will report to CTA's designated project manager, supported by CTA Engineering's design coordinator assigned to each project. In every case, the Consultant teams will integrate their own efforts with CTA Engineering, CTA Construction, CTA's Program Management consultant and other staff professionals at CTA. Specific work assignments may require the Consultant personnel to work within CTA's engineering offices at 567 West Lake Street in Chicago.

CTA will acquire Construction Management Services under a separate contract for each task assigned under this GEC contract. A Consultant selected to provide Designer of Record services on any project will not be permitted to act as Construction Manager on the same project, however firms can be selected as the Designer of Record on one project and selected as Construction Manager on a

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different project.

General Engineering Consultants will be called upon to provide professional technical services to a wide variety of projects related to the new construction, replacement and renovation of existing CTA infrastructure. The specific assignments given to the GECs will vary, but to facilitate the Respondent in identifying appropriate staff skill sets, the following describes in general terms the nature of projects that the Consultants may be assigned.

History of CTA's Infrastructure:

The Chicago Transit Authority (CTA) began service in 1947, however much of the CTA's infrastructure pre-dates the creation of the CTA. The oldest sections of CTA's elevated infrastructure, including the Green, Blue and Pink Lines as well as the Loop Elevated date from the 1890's. Later additions to the elevated, including the north side segment of the Red Line, the Brown Line, the Yellow Line and the Purple Line were constructed between 1900 and 1929. The State Street (Red Line) and Dearborn (Blue Line) subways were constructed in the 1940's and early 1950's, respectively. Extensions to the Red Line (Dan Ryan) and the Blue Line (O'Hare) date from the 1960's and 1970's. The most recent route, the Orange Line was constructed in the 1990's.

While mid-life renewals and projects to restore sections of the rail system to a state of good repair have been undertaken over the last 20 years, the extent of the rail system and the overall age of the underlying infrastructure require continual renewal and reinvestment. CTA has an equally large number of facilities that support rail operations including parking garages, parking lots, kiss and ride lots, bus bays, access roads, sidewalks, underground utilities, storm water management facilities, railcar storage yards and shop facilities, salt domes, traction power facilities, tiebreaker facilities and others.

CTA also operates and maintains an extensive bus fleet, requiring bus turnaround facilities and bus garage facilities throughout the region. Parts of the present CTA bus operations and maintenance facilities are over 30 years old and are showing signs of age. Many of the CTA bus facilities were acquired from the previous local bus providers and are much older than 30 years.

Civil and Structural Engineering Projects:

Typically, civil design will focus on restoration of existing infrastructure and adopting new technology where appropriate. Many improvements in construction technology and revisions in regulatory requirements since the system was initially built will present unique challenges for civil designers when retrofitting existing systems to comply with new requirements.

Civil engineering projects will include land surveys, GIS mapping, inspections, grading and drainage projects at existing CTA maintenance facilities, stormwater management at facilities and along CTA's at grade right of way, pavement

projects at CTA bus maintenance facilities, bus turnarounds and parking facilities under elevated ROW. GEC assignments may include land survey work, GIS mapping, geotechnical investigations, right-of-way investigations, trackwork design, field engineering and project commissioning.

Typical aerial track structure projects may include repairs to and replacement of deteriorated structural components including flange angle replacement, track stringers, bents, diaphragms, sway bracing, platform support structures for wayside equipment and column base renewal. Structural renewal of elevated station support structures may also be similar in nature to elevated track structure work. Retaining wall, concrete viaduct and bridge abutment structure projects may include repairs, stabilization and replacement.

Power & Way Electrical Systems Projects:

CTA's rail transit system operates using 600V direct current supplied through traction power substations and distributed on a CTA-owned transmission network. This 600V DC system also provides power to City-owned and operated bridges. Electrical projects may include mid-life extensions, upgrades, replacement of or expansions to the existing traction power substations and distribution network.

CTA operates several specialized electrical networks including train control (signal systems), data collection and transmission (SCADA), and various communications networks for revenue, security, fire alarm, voice and data. Projects may include work on these and similar systems. Within stations and power & way facilities, existing electrical distribution systems have been in use over 50 years and are in need of life extension rehabilitation. Other electrical system projects may include replacement and/or renovation of existing fire alarm systems, lighting replacement and upgrade projects, alternative energy projects (photovoltaic systems), emergency generator systems, electrical heating systems and similar mid-voltage projects.

Facility Engineering Projects:

CTA has an ongoing program to renew its rapid transit stations to keep them compliant with current codes and ordinances, improve customer convenience and safety and address systemic maintenance issues. Station projects may range from technical support of CTA's ongoing station renewal program to the design of replacement stations along existing CTA routes. Station work is to be undertaken in accordance with the CTA Station Design Guidelines and designed with attention given to aesthetics, durability, functionality, sustainability and quality. New station designs shall have the common range of materials and follow the design principles established by CTA.

In addition to rapid transit stations, other CTA buildings can include parking structures, pedestrian bridges, and customer service facilities. Non-public facilities can include but are not limited to industrial facilities such as rail yard and bus maintenance shop buildings, administrative yard buildings, ancillary rail buildings

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and traction power substations. Transit operations support and maintenance facility projects will typically require coordination with other facilities and systems that will have deferred maintenance issues that need to be addressed in conjunction with system upgrades. These project types may require architectural, mechanical, environmental and communication engineering support from the proposed GEC. CTA has an ongoing program to renew its facilities to keep them compliant with current codes and ordinances, improve customer convenience and safety and address systemic maintenance issues.

Facility Mechanical Engineering Projects:

Mechanical Engineering on CTA projects will include inspections, asset evaluations, heating, cooling and ventilation (mechanical system) design, industrial ventilation design, process piping design, domestic water design, sanitary waste design, industrial waste (i.e. oil water separator) design, vehicle wash design, building automation design, vehicle fuel delivery design, underground storage tank monitoring system analysis, water reclaim system design and vehicle lift (rail car and bus) design.

Other mechanical systems projects may include drainage and deep well pumping systems in subways, subway ventilation systems, fire pump house and related components, fire standpipe systems in subway tunnels, standpipe systems in vent shafts, fire protection systems including the controls (wet and dry) for bus and rail maintenance facilities, clean agent fire suppression systems in train control, communications, and other computer facilities, plumbing systems for rail and bus facilities, and heating, ventilation and air conditioning systems.

Related Engineering Support Services:

The General Engineering Consultant (GEC) may also be called upon to provide supporting professional technical services in addition to the previously mentioned range of architectural and engineering services. The Consultant shall provide key professional staff appropriate for each of the disciplines identified in each task order to be responsible for the quality of the Consultant's work and compliance with applicable codes and regulations. GEC responsibilities will consist of, but are not limited to the following duties:

- Special Engineering and Architectural Investigations
- Geotechnical Investigations
- GIS Mapping Services
- Noise and Vibration Investigations
- Land Surveying
- Civil Systems Analysis
- Building Systems Commissioning

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- Environmental Engineering
- Historic Building Analysis and Documentation
- Utility Systems Analysis Reviewing the various project staging scenarios and providing recommendations to CTA on alternatives
- Sustainability analysis and LEED certification consultation
- Provide required technical documentation and assist CTA in permitting activities as required by ordinance
- Computer-aided Drafting (CAD) and Building Information Modeling (BIM) Services.
- Right-of-Way Structural Systems Inspection and Analysis
- Right-of-Way Trackwork Systems Inspection and Analysis
- Subway Ventilation Systems Inspection and Analysis
- Traction Power Conversion and Conveyance Systems Analysis
- Train Control Systems Analysis
- Supervisory Control and Data Acquisition (SCADA) Systems
- Communication Systems Analysis
- Architectural Programming and Space Planning
- Landscape Architecture Design
- Building Structural System Inspection and Analysis
- Inspection and Design of Thermal, Moisture Protection and Coating Systems
- Vertical Conveyance System Analysis
- Facility Mechanical and Electrical Systems Analysis
- Facility Building Automation Systems (BAS) and Global Building Management Systems (GBMS) Analysis
- Communication Systems Analysis
- Security Systems Analysis

Design Phase Deliverables:

The GEC shall prepare design deliverable submittals for each phase of each task order assignment. Usually these design phases shall consist of Scope Validation (10%), Concept (30%), and Detailed (60%). Each task order shall identify the specific submittals required for that assignment. In general the Consultant shall be responsible for:

- Developing and implementing an internal GEC Quality Assurance Plan.
- Deliverables shall be furnished in both hardcopy and electronic formats.
- Electronic copies of all deliverables shall be submitted to CTA through the web-based project management system.
- Statements of probable construction cost shall be provided with each submittal for each phase of construction.
- CTA will review and provide comments within three weeks of receipt of submittals.
- The GEC shall respond to or incorporate comments within two weeks of receipt of comments.
- Progress drawings shall be delivered in AutoCAD DWF format. Other progress deliverable documents shall be delivered electronically in Adobe PDF format.
- The GEC shall also provide three (3) hard copies of each document.

Procurement and Permitting Deliverables:

If the task order assignment designates the GEC as Designer of Record (DoR) and/or Structural Engineer of record, the Consultant shall prepare sealed and signed Issued for Permit & Procurement (90%) Documentation, and Issued for Construction (100%) Documentation for each construction phase of the project.

- Permit Documents shall include all calculations, worksheets, applications and inspection reports required to secure permits for the work from all agencies having regulatory authority over the construction of the proposed improvements. In the City of Chicago this shall include but not be limited to the Chicago Department of Buildings (DOB), Chicago Department of Transportation (CDOT), Mayor's Office for People with Disabilities (MOPD), Chicago Department of Zoning and Land Use Planning (DZP), Chicago Department of Water Management (CDWM) and other City departments having regulatory authority over the work.
- If the task order includes surveying services, the GEC shall provide sealed and signed ALTA property surveys required to obtain permits.
- CTA will determine on each task order if it is CTA's intent to apply for LEED certification for the project. If required, the DoR shall incorporate into the design appropriate sustainable elements and provide documentation in support of CTA's application for LEED certification.
- The GEC shall participate in pre-intake meetings with permit regulatory agencies, permit intake meetings, permit review meetings, and preparation of corrections based upon permit review comments from regulatory agencies.

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- The GEC shall make all permit corrections in accordance with City of Chicago Standards or other regulatory agencies as applicable.
- The GEC shall assist CTA in responding to questions submitted to CTA during the procurement process and prepare technical documentation as may be required to support such responses for incorporation into addenda to the procurement documents.
- The GEC shall prepare and submit to CTA conformed Issued for Construction Documents that incorporate all permit corrections and procurement addenda. The issued for Construction Documents shall be submitted to CTA within two weeks of final approval notification from the permitting agency and CTA.
- Permit and Issued for Construction drawings shall be delivered in AutoCAD DWF format and Adobe PDF format. Other Permit and Issued for Construction documents shall be delivered electronically in Adobe PDF format. DWF and PDF files bearing professional seals shall be electronically watermarked.
- The GEC shall also provide three (3) hard copies of each document.
- Permit submission and conformed construction drawings shall be delivered in the latest version of AutoCAD DWG format approved for use by CTA in addition to the DWF and hard copies indicated above.
- All CAD files shall meet CTA's current drawing standards for AutoCAD version control, line weight, layering standards and file naming conventions.

Construction Phase Deliverables:

On most CTA projects the Construction Manager engaged by CTA will provide on-site observation and quality assurance services for the project. The GEC shall assist CTA during the construction process, including responding to requests for information (RFIs) and preparing supporting documents for proposed contract changes (bulletins). The GEC shall also review contractor submittals and indicate to CTA if the submittal should be approved, approved as noted or revised and resubmitted.

If requested by the CTA Chief Engineer or his designee, the GEC will participate in project progress meetings and will conduct site observations of the work. The GEC will conduct field visits as deemed necessary by the CTA for duration of time that Contractor is on site. The GEC shall submit written reports of each site visit to the Chief Engineer.

The GEC may participate in factory visits to inspect major system components of the work before shipping as requested by the CTA Chief Engineer or his designee. The GEC shall submit written reports of each factory visit to the Chief Engineer.

- The Consultant will prepare As-Built drawings based upon the Construction Manager's approved copy of the Contractor's "red-lined" record documents.

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The GEC will review the Construction Manager's approved copy of the Contractor's "red-lined" record documents and determine if it is adequate to prepare the As-Built drawings. The GEC shall not be held responsible for the verification of the Contractor's record documents.

- The GEC will prepare as-installed documentation for elements of the Project performed by CTA forces and third parties (e.g., utility companies and other public agencies).
- The Consultant shall also verify that all CAD files meet CTA's current drawing standards for AutoCAD title blocks, version control, line weight, layering standards and file naming conventions.

Web-based Communications:

The CTA has established a web-based project management system and website for each project to:

- Provide for document management and control;
- Compress design document transmittal time;
- Provide collaboration and meeting space for geographically separated project participants;
- Provide an electronic library for a variety of project documents;
- Provide a means for on-going contractor outreach and community awareness; and
- Facilitate the dissemination of the project status and other critical reports.

All written communications between the CTA and the GEC, including all intermediate and final document transmittals will be made via the CTA Project Website.

The GEC is required to establish Internet connectivity to access the CTA Project Website. The GEC will be solely responsible for furnishing the hardware and software required by the GEC to establish and maintain access to the Project Website. The GEC also will be solely responsible for coordination between the CTA Project Website, Sub consultants and suppliers.

II. GENERAL REQUIREMENTS

- A. Professional Qualifications of the Firm:** Illinois law requires corporations, partnerships and sole proprietorships practicing architecture, professional engineering, structural engineering or land surveying to be licensed with the Department of Professional Regulation (DPR), 217/785-0800. Corporations, partnerships, limited liability partnerships, limited liability companies and sole proprietorships operating under an assumed name shall provide the CTA with

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a copy of their professional design firm license 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.

The successful prime consultant firm shall be registered with DPR. The managing agent(s) shall be a full time employee for the prime consulting firm and shall hold a valid Professional Registration in the State of Illinois for Architecture (RA), Civil Engineering (PE) or Structural Engineering (SE). Proposals from firms who do not have a managing agent who holds a valid Professional Registration in the State of Illinois for Architecture (RA), Civil Engineering (PE) or Structural Engineering (SE) shall not be considered.

- B. **Professional Qualifications of Subconsultant Firms:** Each subconsultant of the prime consulting firm that practices architecture, civil engineering, mechanical engineering, electrical engineering, structural engineering or land surveying shall also be licensed with the Department of Professional Regulation. The proposal response shall include a copy of the professional design firm license 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 or professional land surveying services.

III. **TERM OF SERVICES**

It is anticipated that the contract for performance of General Engineering Consultant services will be awarded prior to, or contemporaneously with, the approval of CTA's 2011-2014 Capital Improvement Program by the CTA Board.

The duration for the services under this Contract will be approximately five (5) years from Notice-to-Proceed.

IV. **SUBMITTAL FORMAT**

Responses shall be submitted on standard 8 ½ x 11" letter size paper and bound on the long side with material on one side only. The use of expensive papers and binding and elaborate submittals is discouraged. No material will be returned.

Firms are advised to adhere to submittal requirements. Failure to comply with the instruction of this request may be cause for rejection of the submission. The CTA reserves the right to accept or reject any or all submittals.

V. **SUBMITTAL CONTENTS**

The following criteria will be used to evaluate and score responses based upon the most preferable or ideal qualification(s) for maximum scoring. Responses submitted with fewer qualifications will be scored progressively downward accordingly.

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The Submittal must include the following items with each section and number subsection separated by a tab:

A. **COVER LETTER:** A transmittal letter signed by an officer of the consultant, which contains a commitment to provide the services with the team described in the qualification submission and the commitment to meet the Disadvantaged Business Enterprises "DBE" goals established by the CTA as detailed in exhibit (DBE Exhibit). It shall also include a list of proposed subconsultants, including those required to fulfill the DBE Commitment.

B. **PROJECT EXPERIENCE OF THE PRIME FIRM:** The Respondent shall submit the following documentation:

The ideal Prime Consultant will demonstrate their ability to manage large multidisciplinary projects (\$20 Million or more) through the submission of up to eight (8) design projects involving construction contract amounts averaging greater than \$50 Million on which the respondent was the prime design consultant. Submitting examples of more than two (2) renovation projects on operating rail rapid transit systems will receive greater consideration. Reference projects from a subconsultant will not be considered in this section of the response.

Proposals which consist of at least two (2) rail rapid transit infrastructure design projects completed within the past five (5) years will be scored higher than proposals without such experience. Each project submittal shall include the following information:

- Name of Project
- Brief Narrative Description of Project
- Role of the firm on the project
- Percentage of project for which firm was responsible
- Firm's Contract Amount
- Location
- Project Original Budget
- Project Final Budget
- Project Start Date
- Scheduled Design Completion Date
- Actual Design Completion Date
- Final Completion Date
- Client and Alternate Client reference (name, position, street address, email address, and telephone number)

References which do not include current and accurate client contact information will not be included in the respondent's score.

C. **Project Experience as a Discipline Lead of Prime or Subconsultant Firms:**
The ideal Prime or Subconsultant Firms who will be design discipline lead in

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the key disciplines of architectural, civil or structural engineering will demonstrate their experience in technical areas most important to CTA through the submission of up to eight (8) design projects involving construction contract amounts of not less than \$20 Million on which the consultant or subconsultant was the discipline lead for the key disciplines of architectural, civil or structural engineering. Submitting examples of more than two (2) renovation projects on operating rail rapid transit systems will receive greater consideration.

The projects submitted under this part of the response do not need to be the same projects as submitted for Section V.B.1, above. References for subconsultants who are proposed as discipline lead for architectural, civil or structural engineering services shall be submitted under this section. Subconsultant references shall include the same information noted above for the prime consultant.

D. QUALIFICATIONS OF THE KEY PERSONNEL: The Consultant shall submit an organizational chart with the proposed management structure and identify the key positions necessary to complete the described scope of services within CTA's schedule which shall include the following key personnel:

- The Design Principal,
- a minimum of two representative Design Project Managers (the Design Principal will not be considered as one of the representative Design Project Managers,
- The Quality Manager (the Design Principal will not be considered as the Quality Manager),
- The discipline lead for:
 - 1) Civil Engineering,
 - 2) Structural Engineering,
 - 3) Architecture,
 - 4) Mechanical Engineering,
 - 5) Electrical Engineering,
 - 6) Traction Power Systems Engineering, and
 - 7) Train Control Systems Engineering.

The organization chart should also identify the additional Consultant staff required to provide architectural, design engineering, field engineering, land surveying, estimating and support personnel, as necessary to complete the described scope of services. This organizational chart must include all key personnel identified in this solicitation.

Submit resumes no more than two (2) pages in length for each of the key

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personnel that the firm will commit to the performance of the contract. The resumes shall describe each individual's relevant experience and dates related to that experience. Identify and include copies of professional license(s)/certification(s) and academic degrees obtained for each individual where necessary.

In addition to resumes, provide information on five (5) projects for each of the key personnel described below that the team member has participated in during the past ten (10) years, which are closest in scope and magnitude to this solicitation. Include the following information for each project:

- Title and brief narrative describing the project
- Individual's role on the project.
- Initial and Final Project budget
- Client's name and reference for domestic projects only. Give lead and alternate contact persons, job titles, email addresses and phone numbers
- Location of Consultant's office(s) where the work was performed
- Names of key personnel and firms involved in the project
- Duration of project
- Date completed or projected completion date

No more than three (3) pages per project will be accepted. An image, if provided, is included in the total page limit for each project.

Key personnel responsibilities shall include:

1. **Design Principal:** The Design Principal is responsible for the day-to-day operations for the GEC team, including its subconsultants and shall be the individual who shall lead all task order negotiations and be responsible for overall team performance. CTA is looking for a Design Principal who is experienced managing comparably-sized projects in rail rapid transit and/or public rail transit infrastructure design, including management of infrastructure renewal projects on an existing, operating rapid transit system.

An ideal candidate will have sixteen (16) or more year's experience, with an average project size greater than \$40 Million and at least four (4) projects on an existing, operating rapid transit system. The Design Principal shall be a full time employee of the Respondent.

2. **Design Project Manager:** The Design Project Manager shall be identified on a task order by task order basis, shall be responsible for the day-to-day scheduling and technical excellence for the DoR on the assigned task order(s) and shall be the individual who shall sign and seal all permit documents. On large or particularly complex projects

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CTA may ask the consultant to assign a second individual as Deputy Project Manager. CTA is looking for a Design PM who is experienced in rail rapid transit and/or public rail transit infrastructure design project management, including management of infrastructure renewal projects on an existing, operating rapid transit system.

An ideal candidate will have ten (10) or more year's experience, with an average project size greater than \$20 Million and at least four (4) projects on an existing, operating rapid transit system. The Design Project Manager shall hold and maintain current professional registration with the State of Illinois in Structural Engineering (SE), Professional Engineering (PE) or Architecture (RA). The Design PM shall be a full time employee of the Respondent.

3. **Lead Discipline Engineers:** The successful consultant shall provide lead discipline engineers for architectural, civil, structural, mechanical, electrical, traction power and train control (signal) systems. The CTA is looking for Lead Discipline Engineers who are experienced in rail rapid transit and/or public rail transit infrastructure engineering design.

An ideal candidate will have ten (10) or more year's experience and at least four (4) projects on an existing, operating rapid transit system.

Lead Discipline Engineers may be from the Prime or its proposed subconsultants, provided that one of the Discipline Leads in the key disciplines of Structural Engineering (SE), Civil Engineering (PE) or Architecture (RA) is from the Respondent firm and any subconsultant discipline leads are from a firm that meets the requirements for paragraph II.B, above.

VI. SELECTION PROCESS

An Evaluation Committee will review the submittal in accordance with the Evaluation Criteria. Respondents may be invited to make an oral presentation.

The CTA retains the option to interview potential key personnel prior to final selection and negotiation.

VII. EVALUATION CRITERIA

The CTA's primary objective in the evaluation process is to select the firm best qualified to implement the Project. The evaluation criteria for selection in descending order of importance are as follows:

1. **Project Experience of the Prime Respondent Firm** [Section V.B]
2. **Qualifications of Key Personnel** [Section V.D]
3. **Project Experience of Prime Respondent or Subconsultant Firms as a Discipline Lead** [Section V.C]

As a part of CTA's evaluation of the Team/Firm, CTA shall consider Consultant's past performance on CTA projects. CTA rates all of its Consultants on a rating scale from 1 to 5, with 1 as the lowest possible score and 5 as the highest possible score or a rating scale of "A" to "E", with "E" as the lowest possible score and "A" as the highest possible score. To the extent that the average of Consultant's performance evaluation scores over the immediately preceding three years is less than 3 or a "C" (depending on the rating scale utilized), such average performance evaluation score shall negatively affect CTA's evaluation of the professional qualifications of the Consultant.

VIII. CONFLICT OF INTEREST

The Respondent understands and agrees that the Respondent is prohibited from performing any work or services for the CTA, which conflicts with the role of the Respondent in any other contracts between the Respondent and the CTA. Any consultant or subconsultants that have worked on developing the scope of work for projects within the CTA Capital Improvement Program 2011-2014 are precluded from working on this Contract. The Respondent understands and agrees that the restrictions provided in this paragraph are applicable to all subconsultants, which are proposed to be used by the Respondent for the proposed services. The Respondent has sole responsibility for compliance with this provision. Submission of any LIQ in violation of this provision will not be considered further and is a material breach of any awarded construction management contract.

IX. SUBMISSION DATA:

The respondent's proposal shall include the following additional information:

- (a) Disclosure of ownership for Professional and Consulting service. (Prime and subconsultants).
- (b) Certification of Primary Participant Regarding Debarment, Suspension and other Responsibility Matters (Only Prime)
- (c) Certification of Lower Tier Participant Regarding Debarment, Suspension and other Responsibility Matters (Only Subconsultants)
- (d) Certification Regarding a Drug Free Workplace.
- (e) Lobbying Certificate (Prime and Subconsultants)
- (f) LIQ Non-Disclosure Statement Prime Consultant (Only Prime)
- (g) LIQ Non-Disclosure Statement Sub-Consultant (Only Subconsultants)

The Respondent shall submit 10 copies of their response to:

**Chicago Transit Authority
Bid Office – 2nd Floor
567 West Lake Street
Chicago, IL 60661-1498**

The outside of each envelope or package must be labeled:

**Requisition No. C12FR101272861
Letter of Interest & Qualification
GENERAL ENGINEERING CONSULTANT
CTA 2011-2014 CAPITAL IMPROVEMENT PROGRAM**

Due Date: May 11, 2012

ATTACHMENT A

**SPECIAL CONDITIONS REGARDING DISADVANTAGED BUSINESS ENTERPRISES
COMMITMENT (DBE)**

[FOR INFORMATION ONLY]

**SPECIAL CONDITIONS
DISADVANTAGED BUSINESS ENTERPRISE COMMITMENT
REQUEST FOR PROPOSALS (RFP)
REQUISITION NUMBER: 101272861**

I. POLICY AND TERMS

- A. The policy of the Chicago Transit 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 C.F.R. Part 26 can compete fairly for contracts financed **in whole or in part with federal funds**.
- B. The Authority has established the following DBE participation goal for this project:

Disadvantaged Business Enterprise Goal: 30%

- C. **The submitted RFP proposal is to include a written commitment that the proposer will comply with the DBE goal.**
- D. The DBE participation goal shall be expressed as a percentage of the total contract price. However, in the event this is a revenue generating contract, the DBE participation goal is based on the proposer's operating expenses and not on the total anticipated revenue to be generated by the contract. The proposer may also meet the goal by showing good faith efforts to meet the goal as described in 49 C.F.R. Part 26 and as set forth in Section V below.
- E. The DBE participation goal shall apply to the total dollar value of this contract, inclusive of all amendments, modifications, options and change orders. The proposer agrees to make its best effort to include DBE participation in any contract modification work.
- F. The goal may be met, as further explained in Section IV hereof, by proposer's status as a DBE, by a joint venture with one or more DBEs, by subcontracting a portion of the work to one or more DBEs, by the purchase of materials used in the performance of the contract from one or more DBEs or by any combination of the above or through a showing of good faith efforts as defined in Section V hereof.
- G. All documentation of good faith efforts by a proposer **must** be included in the envelope or package containing the proposal.
- H. The Authority prohibits agreements between a proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other proposers.

II. DEFINITIONS

- A. **"Area of Specialty"** means the description of the DBE's business, which has been determined by the IL UCP, to be most reflective of the DBE's claimed specialty or expertise. Credit toward the DBE participation 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.
- a. **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. **"Disadvantaged Business Enterprise" or "DBE"** means a small business certified by the Illinois Unified 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.
- C. **"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 the Authority's web site... Proposers are responsible for verifying the current certification status of all proposed DBE's.
- D. **"Good Faith Efforts"** means efforts to achieve a DBE contract goal as specified in 49 CFR, Part 26 and Section V hereof.
- E. **"IL UCP"** means the Illinois Unified Certification Program.
- F. **"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.
- a. 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.
- G. **"LIQ"** means a Letter of Interest and Qualifications.
- H. **"Proposal"** includes the following Authority purchasing requests: Request for Proposals (RFP).
- I. **"Proposer"** includes bidders, consultants and contractors as well as proposers. The terms "Proposer," "Consultant," "Bidder" and "Contractor" may be used interchangeably in these Special Conditions.

- J. **"Purchasing Agent"** means the Authority employee who holds the position of General Manager, Purchasing, or the successor position.
- K. **"Small Business Concern"** means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto except that a small business concern shall not include any concern or groups of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$22.41 million, or as revised from time to time, over the three (3) previous fiscal years.
- L. **"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, Jauvlu, 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 General Manager, DBE Program, 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.

III. JOINT VENTURES

Contractors may develop joint venture agreements. A joint venture seeking to be credited for DBE participation may be formed among DBE firms or between a DBE firm and a non-DBE firm. The General Manager, DBE Program, will evaluate the joint venture agreement submitted on behalf of

the proposed joint venture and all related documents to determine whether the DBE requirements have been satisfied. In addition, the General Manager, DBE Program, will consider the record of the joint venturers as joint venturers on other CTA contracts, if any. The decision of the General Manager, DBE Program, regarding eligibility of the joint venture shall be final.

A joint venture is eligible to receive DBE credit if, and only if, all of the following requirements are satisfied:

1. the DBE joint venturer(s) share in the 1) ownership, 2) control, 3) management responsibilities, 4) risks and 5) profits of the joint venture in proportion with the DBE ownership percentage; and
2. the DBE joint venturer(s) are responsible for a clearly defined portion of the work to be performed in proportion with the DBE ownership percentage.

NOTE: DBE/non-DBE joint venturers are creditable at any tier. Whenever a joint venture is proposed as the prime contractor, the 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 General Manager, DBE Program, 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 with the IL UCP and which perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a distinct element of the work and carries out its responsibilities by actually performing, managing and supervising the work involved.

To determine whether a firm is performing a commercially useful function, the General Manager, DBE Program, will evaluate the amount of work subcontracted, industry practices and other relevant factors. The General Manager, DBE Program, 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.

- C. Consistent with normal industry practices, a DBE may enter into subcontracts. If a DBE subcontracts more than thirty percent (30%) or a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, 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 terms "manufacturer" and "regular dealer" are defined in 49 C.F.R. Part 26.55(e) (1)(ii) and (2)(ii).
- F. The proposer may count towards its DBE goal expenditures to DBEs which are not manufacturers or regular dealers, 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 C.F.R. Part 26. However, the General Manager, DBE Program, 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 determined responsible, a proposer must make good faith efforts to meet the DBE participation 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 participation goal. Mere *pro forma* efforts are not acceptable and will be rejected by the General Manager, DBE Program.

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 affiliation (for example, union vs. non-union employee status), are not legitimate causes for the rejection or non-solicitation of proposals in the

Contractor's efforts to meet the contract DBE 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 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. Attendance at a pre-proposal meeting, if any, scheduled by the Authority to inform DBEs of subcontracting opportunities under a given solicitation.
- B. 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 available, publication for a shorter reasonable time is acceptable.
- C. Written notification to capable DBEs that their interest in the contract is solicited.
- D. 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.
 - 3. A statement explaining why additional agreements with DBEs were not reached.
- E. For each DBE the proposer contacted but rejected as unqualified, the reason for the proposer's conclusion.
- F. Documentation of efforts made to assist the DBEs contacted that needed assistance in obtaining bonding or insurance required by the proposer or the Authority.
- G. Documentation of efforts to utilize the services of small business organizations, community and contractor groups to locate qualified DBEs.
- H. 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.
- I. 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.
- J. Documentation of any efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
- K. Documentation of use of DBEs on other contracts with the Authority.

VI. PROCEDURE TO DETERMINE PROPOSAL COMPLIANCE

The proposer **MUST** complete and sign Schedule D to the Contract documents and must sign Schedule C. If the proposer is a joint venture, the proposer **MUST** complete and sign Schedule B. Schedule C **MUST** be completed and signed by the DBE subcontractor(s). The Schedules **MUST** be submitted at the same time as or prior to submittal of the sealed proposal or promptly upon request from the Authority, when applicable. In addition, any documentation evidencing the proposer's good faith efforts to meet the contract DBE goal must be submitted concurrently with submission of said Schedules. Any proposers submitting proposals without completed and executed Schedules B, C & D and/or evidence of good faith efforts, if applicable will be deemed non-responsible. Proposers who have not submitted Schedules B, C and D with their proposals and who do not submit such Schedules promptly upon request from the Authority will have their proposals rejected by the Authority.

A. Letters of Certification

1. A copy of each proposed DBE firm's current Letter of Certification or Re-certification from the IL UCP should be submitted with the proposal. ALL CERTIFICATIONS BY THE IL UCP MUST BE PRE-CERTIFICATIONS. This means that the DBE's certification must be issued by the IL UCP before the due date for proposals.
2. All Letters of Certification or Re-certification issued by the IL UCP include a statement of the DBE firm's area of specialization (see Section IV. COUNTING DBE PARTICIPATION TOWARD THE CONTRACT GOAL). The DBE firm'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 firm 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 must be agreed to by the General Manager, DBE Program, and the DBE firm must be certified prior to the **DUE DATE FOR PROPOSALS**.

B. Joint Ventures

1. Where the proposer proposes to include in its proposal a DBE, which is a joint venturer, the proposer must submit a fully executed copy of the joint venture agreement as well as a completed Schedule B 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, the proposed joint venture agreement shall include specific details related to:
1) 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; 4) the DBE management, supervisory and operating personnel to be dedicated to the performance of the project; and 5) the authority of each joint venturer to contractually obligate the joint venture and to expend funds. Failure to submit a copy of the joint venture agreement will cause the firm to be considered by the Authority to be non-responsible.

VII. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

- A. The proposer shall, within five (5) business days of contract award, or prior to any work being performed by the DBE subcontractor, execute written subcontracts or purchase orders with the DBE subcontractors included in the proposal. In the event the proposer cannot complete the agreement with one or more DBE subcontractors within this five 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 General Manager, DBE Program. These written agreements shall be made available to the General Manager, DBE Program, upon request. All contracts between the proposer and its subcontractors must contain a prompt payment clause as required by the Local Government Prompt Payment Act, 50 ILCS 505/9. (See section X.C. hereof.)
- B. During the term of annual contracts, the proposer shall submit regular "Status Reports of DBE Subcontract Payments" in a form acceptable to the Authority. The frequency with which these reports are to be submitted will be determined by the General Manager, DBE Program, but in no event will reports be required less frequently than quarterly. **In the absence of written notice from the General Manager, DBE Program, the proposer's first "Status Report of DBE Subcontract Payments" will be due ninety (90) days after the date of contract award, with additional reports due quarterly thereafter.**
- C. In the case of a one-time procurement with either a single or multiple deliveries, a "Status Report of DBE Subcontract Payments," in a form acceptable to the Authority, indicating final DBE payments shall be submitted directly to the General Manager, DBE Program. This status report must be submitted prior to or at the same time as the proposer submits its final invoice to the Authority user department identified in the solicitation. (NOTICE: The original invoices must be submitted directly to the Authority department identified in the contract documents and the Status Report of DBE Subcontract Payments must be submitted directly to the General Manager, DBE Program.) **Failure to follow these directions may delay final payment.**

The address for the General Manager, DBE Program, is: **CTA DBE-General Manager, Diversity Department, 567 W. Lake Street, Chicago, IL 60661-1465.**

VIII. DBE SUBSTITUTIONS

- A. Arbitrary changes by the proposer of the 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 DBE 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 show adequate good faith efforts as set forth Section V hereof, must submit all information required in subsection C.5 hereof, and must receive the prior written approval of the General Manager, DBE Program for such substitution.

- B. Further, after entering into each approved DBE subcontract, the Contractor shall neither terminate the subcontract for convenience, nor reduce the scope of the work to be performed by the DBE, nor decrease the price to the DBE, without receiving prior written approval of the General Manager, DBE Program. Such approval is required even if the DBE agrees with the change to the DBE's contract desired by the Contractor.
- C. It may become necessary, at times, to substitute a new subcontractor in order to complete the contract work. The substitution procedure to be followed is:
1. The Contractor must immediately notify the General Manager, DBE Program, 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. 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.
 3. 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 show 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) business days to the request for approval of a 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) business days, and a copy submitted to the General Manager, DBE Program.

- 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.

IX. NON-COMPLIANCE

- A. Failure to comply with the DBE requirements of the contract or failure to use DBEs as stated in the proposal constitutes a material breach of contract. The General Manager, DBE Program, shall have the discretion to recommend to the Authority's Purchasing Agent that the Purchasing Agent 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; 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 subcontractor 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. 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.
- E. If the Contractor does not pay any subcontractor or material supplier listed on a pay request, or if a subcontractor or material supplier does not pay any lower tier subcontractor or supplier, within the 15 day time limit set forth in the Local Government Prompt Payment Act, 50 ILCS 5055/9 ("Prompt Payment Act") , the Contractor must pay the subcontractor/material supplier an additional amount for interest at the rate of two percent (2%) per month (or, the amount provided in the Prompt Payment Act, as amended) on the outstanding balance, for each month, prorated per diem for any partial month, that the Contractor fails or refuses to pay the subcontractor/supplier. Provided that, in the event the Contractor receives less than full payment from the Authority and/or the Contractor has rejected the subcontractor/supplier's work or materials, the Contractor's obligations to make payment are limited by the provisions of the Prompt Payment Act. All agreements between the Contractor and its subcontractors/supplier and with lower tier subcontractors/suppliers must provide for payment and interest as set forth herein.
- F. The Contractor agrees to include the following assurance in all of its subcontracts: "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."
- G. 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 federal Department of Transportation 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.

X. 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 and its Inspector General, its Federal and/or State funding agencies, the U.S. Department of Justice, the USDOT and any duly authorized representatives thereof. In addition, the Contractor shall, at all times, cooperate with the Authority's Inspector General.

The Proposer must also create a bidders list, consisting of information about all subcontractors that submitted a proposal or a quote. The bidders list must include the name, address, DBE/non-DBE status, age of firm and the appropriate range of annual gross receipts. The form for the bidders list suggested by the Authority can be found in the DBE forms section of the IFB documents. Failure to submit this information will result in the firm being deemed non-responsible for the contract.

XI. MINORITY FINANCIAL INSTITUTIONS

The proposer is encouraged to utilize financial institutions owned and controlled by socially and economically disadvantaged individuals. Use of such institutions may be considered by the Authority as evidence of proposer's willingness to do business with DBEs. Information about such institutions is available in the Authority's DBE Program Directory, which is available on-line at <http://www.federalreserve.gov/releases/mob/current/default.htm>.

DBE Assistance Agencies

The following agencies are available to prospective bidders for assistance.

<p>Alliance of Business Leaders & Entrepreneurs (ABLE) 150 N. Michigan Ave., Suite 2800 Chicago, IL 60601 Contact: Donna Gaines Phone: (312) 624-7733 Fax: (312) 275-7841 Email: dgaines@ablechicago.com Website: www.ablechicago.com Services</p> <ul style="list-style-type: none"> • Business Development 	<p>Black Contractor United (BCU) 400 W. 76th St., Suite 200 Chicago, IL 60620 Contact: Belinda Henderson Phone: (773) 483-4000 Fax: (773) 483-4150 Email: belinda_bcu@att.net Website: www.blackcontractorsunited.com Services</p> <ul style="list-style-type: none"> • Business Development
<p>Chatham Business Association (CBA) 8441 S. Cottage Grove Ave. Chicago, IL 60619 Contact: Melinda Kelly Phone: (773) 994-5006 Fax: (773) 994-9871 Email: melkelcba@sbcglobal.net Website: www.cbaworks.org Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance 	<p>Chicago Minority Business Development Council, Inc. (CMBDC) 105 W. Adams Chicago, IL 60603 Contact: Shelia C. Hill Morgan Phone: (312) 755-8880 Fax: (312) 755-8890 Email: shillmorgan@chicagomsdc.org Website: www.cmbdc.org Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance
<p>Chicago Urban League (CUL) 4510 S. Michigan Ave. Chicago, IL 60653 Contact: Kenya Spann Phone: (773) 285-5800 Fax: (773) 285-7772 Email: kspann@thechicagourbanleague.org Website: www.thechicagourbanleague.org Services</p> <ul style="list-style-type: none"> • Business Development 	<p>Federation of Women Contractors (FWC) 5650 S. Archer Ave. Chicago, IL 60638 Contact: Joan Anderse Phone: (312) 360-1122 Fax: (312) 360-0239 Email: joan@andersenpump.com Website: www.fwcchicago.com Services</p> <ul style="list-style-type: none"> • Business Development
<p>Hispanic-American Construction Industry Association (HACIA) 901 West Jackson Blvd., Suite 205 Chicago, IL 60607 Contact: Jorge Perez Phone: (312) 666-5910 ext. 22 Fax: (312) 666-5692 Email: jperez@haciaworks.org Website: www.haciaworks.org Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance 	<p>Illinois Hispanic Chamber of Commerce (IHCC) 855 W. Adams, Suite 100 Chicago, IL 60607 Contact: Omar Duque Phone: (312) 425-9500 Fax: (312) 425-9510 Email: oduque@hccbusiness.net Website: www.ihccbusiness.net Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance

DBE Assistance Agencies (Continued)

<p>Philippine American Chamber of Commerce of Greater Chicago (PACCGC) 3413 N. Milwaukee Ave. Chicago, IL 60641 Contact: James Villar Phone: (773) 545-4330 Fax: (773) 545-4373 Email: jamesvillar@paccgc.org Website: www.paccgc.org</p> <p>Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance 	<p>Women's Business Development Center (WBDC) 8 S. Michigan Ave., 4th Floor Chicago, IL 60603 Contact: Danae Kovac Phone: (312) 853-3477 Fax: (312) 853-0145 Email: dkovac@wbdc.org Website: www.wbdc.org</p> <p>Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance
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Project information and current DBE directory of certified local and out-of-state companies are available.

<p>Chicago Transit Authority Project Information c/o Marina Popovic Purchasing Department 567 W. Lake St. Chicago, IL 60661-1498 Phone: (312) 681-2400 Fax: (312) 681-2405 E-mail: mpopovic@transitchicago.com</p>	<p>Chicago Transit Authority DBE Directory c/o Gloria M. Camarena Diversity Programs Department 567 W. Lake St. Chicago, IL 60661-1498 Phone: (312) 681-2600 Fax: (312) 681-2605 E-mail: gcamarena@transitchicago.com</p>
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Schedule B

AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

This Schedule B need not be submitted if all joint venturers are DBEs. In such a case, however, the written joint venture agreement and a copy of the current IL UCP Letter of Certification for each DBE must be submitted.

ALL INFORMATION REQUESTED BY THIS SCHEDULE MUST BE ANSWERED IN THE SPACES PROVIDED BY JOINT VENTURERS AT ANY TIER. ADDITIONAL SHEETS MAY BE ATTACHED.

- I. Name of joint venture:** _____
Address of joint venture: _____

Phone number of joint venture: _____
- II. Identify each non-DBE venturer(s):**
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning DBE compliance: _____
- III. Identify each DBE venturer(s):**
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning DBE compliance: _____
- IV. Describe the role(s) of the DBE venturer(s) in the joint venture:**

- V. Attach a copy of the joint venture agreement.** In order to demonstrate the DBE venturer'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 venturer; and (4) the commitment of management, supervisory and operative personnel employed by the DBE to be dedicated to the performance of the project.
- VI. Attach a copy of the current IL UCP Letter of Certification for each DBE joint venturer.**
- VII. Ownership of the Joint Venture:**
A. What is the percentage(s) of DBE ownership in the joint venture?

DBE ownership percentage(s): _____
Non-DBE ownership percentage(s): _____

Schedule B
AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

VII. Ownership of the Joint Venture *(continued)*:

B. Specify DBE/non-DBE percentages for each of the following (provide narrative descriptions and other detail as applicable):

1. Sharing of profit and loss: _____

2. Capital contributions:

(a) Dollar amounts of initial contribution: _____

(b) Dollar amounts of anticipated on-going contributions: _____

3. Contributions of equipment *(specify types, quality and quantities of equipment to be provided by each venturer)*:

4. Other applicable ownership interests, including ownership options or other agreements, which restrict or limit ownership and/or control:

5. **Provide copies of all written agreements between venturers concerning this project.**

6. Identify each current Chicago Transit Authority contract and each contract completed during the past two (2) years by either of the joint venture partners participating in this joint venture:

VIII. Control of and Participation in the Joint Venture. Identify by name and firm those 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. Joint venture check signing:

B. Authority to enter contracts on behalf of the joint venture:

Schedule B
AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

- C. Signing, co-signing and/or collateralizing loans:

- D. Acquisition of lines of credit:

- E. Acquisition and indemnification of payment and performance bonds:

- F. Negotiating and signing labor agreements:

- G. Management of contract performance. *(Identify by name and firm only):*

1. Supervision of field operations:

2. Major purchases:

3. Estimating:

4. Engineering:

IX. Financial Controls of Joint Venture:

- A. Which firm and/or individual will be responsible for keeping the books of account?

- B. Identify the "managing partner," if any, and describe the means and measure of their compensation:

- C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

Schedule B
AFFIDAVIT OF DBE/NON-DBE 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 venturer in the undertaking. Further, the undersigned covenant and agree, under which work is done for CTA by the venturers, 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 venturer relevant to the joint venture by authorized representatives of CTA, its Inspector General 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 General Manager, DBE Program directly in writing or through the prime contractor if the joint venture is a subcontractor.*

Name of DBE Partner Firm

Name of Non-DBE Partner Firm

Signature of Affiant

Signature of Affiant

Name and Title of Affiant (Type or Print)

Name and Title of Affiant (Type or Print)

Date

Date

On this _____ day of _____, 20____, the above-signed Officers of

(Name of Joint Venture)

personally known to me as the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS OF, I hereunto set my hand and official seal.

Signature of Notary Public

My Commission Expires: _____

SEAL

**Schedule C:
LETTER OF INTENT FROM DBE**

Sub-Contracting 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 MORE THAN THIRTY PERCENT (30%) OF THE DOLLAR AMOUNT OF THE DBE's SCOPE OF WORK WILL BE SUBLET, A BRIEF EXPLANATION AND DESCRIPTION OF THE WORK TO BE SUBLET MUST BE ATTACHED TO THIS SCHEDULE.

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 (5) five calendar days of your receipt of a signed contract from the Chicago Transit Authority.

(Signature of Owner, President or Authorized Agent of DBE)

Name/Title (Print)

Date

Phone

If proposing to perform as a DBE/non-DBE Joint Venture:

(Signature of Owner, President or Authorized Agent of non-DBE)

Name/Title (Print)

Date

Phone

On this _____ day of _____, 20____, the above-signed Officer

(Name of DBE company)

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

IN WITNESS OF, I hereunto set my hand and official seal.

Signature of Notary Public

My Commission Expires: _____

SEAL

Schedule D: DBE UTILIZATION PLAN

Bidder's or Proposer's failure to submit both pages of this form with its bid will result in the bid being rejected in its entirety

Name of Project/Contract: _____

Requisition No.: _____

Job Order No.: _____

State of _____

County (City) of _____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

_____ and duly authorized representative of
(Title of Affiant)

(Name of Prime Contractor)

and that I have personally reviewed the material and facts set forth in and submitted with the attached Disadvantaged Business Enterprises (DBE) Schedules for each DBE. Listed below is/are the agreement(s) that correspond(s) with the Schedule C submitted by **each** DBE and **listed separately** for **each** DBE participating on the above mentioned contract:

[illegible]

Total Dollar Amount for All DBE Contracts Listed Above: \$ _____

**Schedule D:
AFFIDAVIT OF PRIME CONTRACTOR**

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 formal agreements with all listed DBE firms for work as indicated by this Schedule D and accompanying Schedules, and will enter into such agreements within five (5) calendar days after receipt of the contract executed by the Chicago Transit Authority. In the event the Prime Contractor cannot meet said five (5) day schedule, it must provide a written explanation for the delay and an estimate date by which the written agreement will be completed.

The Prime Contractor designated the following person as their DBE Liaison Officer:

(Name - Please Print or Type)

(Phone)

I do solemnly declare and affirm under penalty of perjury that the contents of the foregoing document are true and correct, and that I am authorized on behalf of the Prime Contractor to make this affidavit.

(Name of Prime Contractor – Print or Type)

(Signature)

(Name and Title of Affiant – Print or Type)

(Date)

On this _____ day of _____, 20____, the

(Title of Affiant)

(Name of Company)

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

IN WITNESS OF, I hereunto set my hand and official seal.

Signature of Notary Public

My Commission Expires: _____

SEAL

NAME OF PRIME BIDDER

BIDDERS LIST

BID NO. _____

DATE: _____

JOB ORDER NO. _____

BID DUE DATE: _____

BUS. PHONE NO. _____

ADDRESS: _____

CITY: _____

STATE: _____

CONTACT PERSON: _____

As the prime bidder, listed below is the information about (Name of Firm) _____ that is requested by the Authority.

Also, included on the following list are all firms who responded to a solicitation by submitting a bid or quote as a subcontractor. Furthermore, included on the list are all firms who submitted a bid or quote on their own. Under gross receipt column list range using the following: **Under \$500,000, \$500,000-\$1,000,000, \$1,000,000-\$2,000,000, \$2,000,000-\$2,500,000, \$2,500,000-\$3,000,000, \$3,000,000-\$3,500,000, \$3,500,000-\$4,000,000, over \$4,000,000.**

FIRM NAME	FIRM ADDRESS	DBE OR NON-DBE	AGE OF FIRM	GROSS RECEIPT RANGE

ATTACHMENT B
INSURANCE REQUIREMENTS
[FOR INFORMATION ONLY]

**CHICAGO TRANSIT AUTHORITY
INSURANCE AND BOND REQUIREMENTS**

[Long Form rev. 11/13/09]

REQUISITION NUMBER: C12FR101272861
SPECIFICATION NUMBER CTA:

PART I. GENERAL INSTRUCTIONS AND REQUIREMENTS

A. WAYS TO COMPLY WITH CTA INSURANCE REQUIREMENTS.

1. HOW TO COMPLY IF CGL, AUTOMOBILE LIABILITY, OWNERS PROTECTIVE LIABILITY, BUILDER'S RISK INSURANCE, CONTRACTORS POLLUTION LIABILITY, WORKERS COMPENSATION AND/OR PROFESSIONAL LIABILITY ARE REQUIRED BY PART III OF THIS DOCUMENT.

Contractors must provide the CTA with the following documents:

- a) CTA Certificate of Coverage on the CTA approved form. The CTA Certificate of Coverage may be completed only by an authorized representative of the insurance company, an agent, broker, or underwriter. Certificates of Insurance must disclose all deductibles and/or self insured retentions.
- b) Certified copy of the insurance policy

Methods (a) is a temporary method that is valid only for 90 days. Policies must be furnished prior to the expiration of this 90 day period. Failure to provide policies before expiration of this 90 day period is a material breach of the Contract which may result in default and, if uncured, termination for default.

2. HOW IS RAILROAD PROTECTIVE LIABILITY INSURANCE SATISFIED? THE CTA'S RAILROAD PROTECTIVE LIABILITY PROGRAM PROVIDES \$2,000,000 PER OCCURRENCE/ \$6,000,000 AGGREGATE LIMITS. TO BE IN COMPLIANCE WITH THE RAILROAD PROTECTIVE REQUIREMENTS, SEE PART III.B OF THIS DOCUMENT.

- For work performed within fifty (50) feet of rail right-of-way, the work of the Contractor is covered through the Blanket Railroad Protective policy.
- The contractor must provide evidence that the CGL policy exclusion for work within fifty (50) feet of rail right of way has been deleted by endorsement to their CGL policy.

The CTA may cancel the Blanket Railroad Protective Liability Policy prior to the expiration of coverage. If cancelled, The CTA agrees to provide the contractor with 30 days prior written notice.

If any portion or all of the need for or cost of such insurance shall result from Contractor's breach of this Contract, such insurance costs shall be a non-reimbursable cost to Contractor. CTA reserves the right to review the remaining project scope and to determine if the work to be performed within fifty (50) feet of rail right of way requires Railroad Protective Liability Insurance. The CTA further agrees that for premium expenses incurred by the Contractor for Railroad Protective Liability Insurance will be a reimbursable expense.

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

The Contractor must furnish all required insurance and performance and payment bond documents within fourteen days of the date that the Contractor receives a letter (the "Insurance Submittal

Letter") from the CTA's General Manager of Purchasing requesting the Contractor to submit the documents required by these Insurance and Bond Requirements. CTA will not execute the Contract until the required insurance and bond 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 of the following at the CTA's sole discretion:

1. forfeiture of bid bond or bid deposit and award of Contract to the next lowest responsible/responsive bidder,
2. debarment or suspension, and
- 3.. determination of Contractor non-responsibility.

C. CTA ADDRESS.

All notices and documents must be mailed to the CTA at:

Chicago Transit Authority
Manager of Insurance Controls, Risk Compliance
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 and bond 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.

PART II. INSURANCE REQUIREMENTS

- A. The CTA must be named as an Additional Insured and Certificate Holder. When the CTA is an additional insured, the coverage shall be primary.
- B. The CTA must be the Named Insured on the Owners Protective Liability and Builders Risk Insurance policies.
- C. The Commercial General Liability and Owners Protective Liability, General Aggregate Limit of Liability, if any, must apply on a per location, per project basis by endorsement to the policy.
- D. All policies must provide that the insurer shall not cancel, terminate, reduce or materially change the insurance afforded by the policy unless 30 days written notice of such cancellation, termination, reduction or changes has been mailed to the CTA by certified mail. This language must be endorsed to all policies required by these Insurance Requirements.
- E. All insurance carriers must be acceptable to the CTA. All insurance companies shall have at least an A VII POLICY HOLDER RATING, or better, by the A.M. Best Co., Inc. Insurance companies with lower ratings will not be accepted. Carriers licensed to do business in the State of Illinois must issue all insurance, with the exception of Railroad Protective.
- F. To the extent permitted by the Contractor's insurance policies required by the CTA, the Contractor and its insurers waive all rights of subrogation against the CTA.
- G. When any required insurance expires, due to the attainment of a normal expiration date or renewal date, the Contractor shall supply the CTA with a Certificate of Insurance and an Insurance Policy which shall clearly evidence the continuation of coverage in the same manner, with the same limits of protection and scope of coverage as was provided by the previous policy. All renewal, replacement policies, binders, and certificates shall: (i) be in form and substance

satisfactory to the CTA, (ii) be written by carriers acceptable to the CTA, and (iii) satisfy all these Insurance Requirements.

- H. These Insurance Requirements set forth the CTA's minimum acceptable insurance requirements for this contract. If the Contractor desires additional coverages, or higher limits of liability than those set forth in these Insurance Requirements, the Contractor shall be responsible for the acquisition and cost of such additional protection. Such additional insurance coverages and/or higher limits shall also inure to the benefit of the CTA.
- I. If the Contractor cannot have the CTA added as an additional insured with primary coverage to the Contractor's Commercial General Liability, Automobile and Umbrella policy, then Contractor shall purchase the required coverage for the CTA under a separate policy, which must be primary/non-contributory.
- J. 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

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, Each Employee
\$1,000,000	Bodily Injury by Disease, Policy Limit

B. COMPREHENSIVE OR COMMERCIAL GENERAL LIABILITY:

\$2,000,000	General Aggregate (Per Location)
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal Injury and Advertising Injury
\$2,000,000	Per Occurrence

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

When work is to be performed within fifty (50) feet of rail right-of-way the Contractor will be enrolled as a participant in the CTA Blanket Railroad Protective program. In addition, Contractors and Sub-contractors are required to provide endorsements to their CGL policy eliminating the exclusion for work within fifty (50) feet of rail right-of-way.

- a. Limits must be equal to the Railroad Protective Liability per occurrence limit of \$2,000,000 per occurrence.
- b. An endorsement must be provided deleting the contractual exclusion for work within 50' of the rail right of way.

- c. A certificate of insurance satisfying (a) and (b) above must be presented.

C. AUTOMOBILE LIABILITY

\$1,000,000	Combined Single Limit (Bodily Injury and Property Damage)
N/A	Uninsured/Underinsured Motorist Including Owned, Non-Owned, Hired and Borrowed Vehicles and Equipment

D. UMBRELLA LIABILITY

N/A	Each occurrence and in the aggregate, excess of the underlying policies.
-----	--

The Umbrella Liability Policy shall specifically identify each of the policies described in A, B, and C above on the Schedule of Underlying Coverages, and shall provide coverage at least as broad as each of the underlying policies.

E. OWNERS PROTECTIVE LIABILITY

N/A	General Aggregate (Per Location)
N/A	Per Occurrence
N/A	Combined Single Limit (Bodily Injury and Property Damage Per Location)

The definition of designated contractor must be amended to include contractors of every tier.

F. THE CTA WILL PROVIDE A BLANKET RAILROAD PROTECTIVE LIABILITY POLICY:

\$2,000,000	Bodily Injury/Property Damage per Occurrence
\$6,000,000	Bodily Injury/Property Damage Aggregate

G. VALUABLE PAPERS

\$500,000	Occurrence
-----------	------------

H. PROFESSIONAL LIABILITY

\$2,000,000	Per Claim
-------------	-----------

I. POLLUTION/ENVIRONMENTAL LIABILITY

\$1,000,000	Occurrence
-------------	------------

J. OTHER INSURANCE:

CTA requires a complete General Liability policy and must be named additional insured.

PART IV PERFORMANCE AND PAYMENT BOND REQUIREMENTS

- A. The Contractor shall furnish separate Performance and Payment Bonds.
- B. The surety or sureties issuing the bond must be acceptable to the Authority and must have a Best's Key Rating Guide of AVII or greater and be listed in the most recently published "Listing of Approved Sureties" of the U.S. Department of the Treasury Circular 570, with underwriting limitations in excess of the Contract Price. The bond must cover the warranty period required by the Contract.
- C. The Performance Bond shall be for faithful performance of the Contract.
- D. The Payment Bond shall be for security for the payment of all persons for furnishing materials, provisions, or other supplies, or items used in, upon, for, or about the performance of the Work contracted to be done, or for performing any Work or labor thereon of any kind.
- E. The Authority reserves the right to require additional security under this Contract if any surety upon any bond furnished with this Contract becomes unacceptable to the Authority.

PART V. PERFORMANCE AND PAYMENT BONDS REQUIRED FOR THIS CONTRACT.

Payment Bond: N/A
Performance Bond: N/A
Fidelity Bond (Employee Dishonesty): N/A



Issue Date: _____

INSURANCE CERTIFICATE OF COVERAGE

Named Insured: _____ RFP#: _____

Specification #: _____

Address: _____
(NUMBER & STREET)

Project #: _____

Contract #: _____

(CITY) (STATE) (ZIP)

Description of Operation/Location	
-----------------------------------	--

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the Chicago Transit Authority. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the Chicago Transit Authority at the address shown on this Certificate. This certificate is issued to the Chicago Transit Authority in consideration of the contract entered into with the named insured, and it is mutually understood that the Chicago Transit Authority relies on this certificate as a basis for continuing such agreement with the named insured.

Type of insurance	Insurer Name	Policy Number	Policy Period	Limits of Liability All Limits in Thousands
Commercial General Liability <input type="checkbox"/> Occurrence <input type="checkbox"/> Claims made <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse Underground <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution Commercial General Liability Form #: CG 00 01 _____				Each Occurrence \$ _____ General Aggregate \$ _____ Products/Completed Operations Aggregate \$ _____ Deductible and/or Self Insured Retention \$ _____
Automobile Liability (Any Auto)				Each Occurrence \$ _____
Excess Liability <input type="checkbox"/> Umbrella Liability				Each Occurrence \$ _____
Workers' Compensation and Employer's Liability				WC \$ _____ Employers Liability \$ _____
Builders' Risk/Course of Construction				Amount of Contract \$ _____
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				_____

- a) Each insurance policy required by this agreement, except policies for workers' compensation and professional liability, will read:
"The Chicago Transit Authority is an additional insured as respects to operations and activities of, or on behalf of the named insured, performed under contract with or permit from the Chicago Transit Authority".
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for separation of insureds applicable to the named insured and the CTA.
- c) General Liability, Auto Liability, Workers Compensation and Property insurers shall waive all rights of subrogation against the Chicago Transit Authority.
- d) The General Liability policies, including excess and umbrella will insure all liabilities assumed under the provisions of the Hold Harmless and Indemnity Clause contained in the Contract and not exclude any construction and/or demolition work performed within 50 feet of railroad track. Commercial General Liability must be written on the ISO Occurrence Form CG 00 01 12 04 (or a substitute form providing equivalent coverage) and include the following endorsement: Contractual Liability Railroads ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage). The Contractor shall be responsible for arranging that all subcontractors maintain the necessary insurance requirements.
- e) The receipt of this certificate by the CTA does not constitute agreement by the CTA that the insurance requirements in the contract have been fully met, or that the insurance companies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Receipt of Notice	Signature of Authorized Representative
Certificate Holder/Additional Insured	_____
Chicago Transit Authority Dept. of Risk Compliance 567 W. Lake St. Chicago, IL 60661	Agent/Company Address _____ _____ Telephone _____

ATTACHMENT C

**DISCLOSURE OF OWNERSHIP FOR PROFESSIONAL AND CONSULTING
SERVICES**

[TO BE COMPLETED AND SUBMITTED]

DISCLOSURE OF OWNERSHIP AND INTERESTS AFFIDAVIT

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

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

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

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

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

Requisition Number: _____ Bidder Name: _____

Bidder Business Address: _____

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

☐ Purchasing ☐ Other: _____

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

DISCLOSURE OF OWNERSHIP INTERESTS

Indicate below whether the Bidder is an individual or a legal entity and, if a legal entity, indicate the type of entity. Then complete Part (A), (B), (C), or (D) below as applicable. All Bidders shall complete Part (E). For Bidders that are sole proprietorships, Part (E) 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.

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Limited liability company |
| <input type="checkbox"/> Business corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Not-for-Profit corporation | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Liability Partnership |
| | { } Other: _____ |

A. 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
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. 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
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

C. LIMITED LIABILITY COMPANIES

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

Name	Title
_____	_____
_____	_____
_____	_____

2. List below the name, business address, and percentage of ownership interest of each (i) member and (ii) manager.

Name	Business Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

D. 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
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

E. ADDITIONAL 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
_____	_____	_____
_____	_____	_____
_____	_____	_____

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)

ATTACHMENT D

CERTIFICATIONS

[TO BE COMPLETED AND SUBMITTED]

DEBARMENT – PRIMARY
DEBARMENT – LOWER TIER
DRUG FREE WORKPLACE (Prime Only)
LOBBYING (Prime & Sub)

**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 frauds or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

THE PRIMARY PARTICIPANT (APPLICANT OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD
PARTY CONTRACT) _____ CERTIFIES OR
(Company name)
AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS
SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF
31 U.S.C. SECTIONS 3801 *ET SEQ.* ARE APPLICABLE THERETO.

(Signature and Title of Authorized Official)

If you are unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

**CERTIFICATION OF LOWER TIER PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

_____, certifies to the best of our knowledge and belief that it and
(Company's name)

its principles:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of frauds or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

THE LOWER TIER PARTICIPANT (APPLICANT OR POTENTIAL CONTRACTOR FOR A MAJOR
THIRD PARTY CONTRACT) _____ CERTIFIES
(Company name)
OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS
SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF
31 U.S.C. SECTIONS 3801 *ET SEQ.* ARE APPLICABLE THERETO.

(Signature and Title of Authorized Official)

If you are unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

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.

Signature and Title of Authorized Official

Date

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

Executed this _____ day of _____, 20_____.

By: _____
(Type or print name of contractor)

(Signature of authorized officer)

(Title of authorized officer)

ATTACHMENT E

LIQ NON-DISCLOSURE STATEMENTS PRIME AND SUB-CONSULTANT

[TO BE COMPLETED AND SUBMITTED]

LIQ NON-DISCLOSURE STATEMENT

In connection with the Proposal submitted herewith in response to the Chicago Transit Authority's ("CTA") Letters of Interest and Qualifications ("LIQ"), **Requisition No. C12FR101272861 Letters of Interest and Qualifications (LIQ) for General Engineering Consultant Services:**

____ ("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 General Manager – Purchasing, the Vice President – Purchasing and Warehousing and any other CTA person or position specifically authorized in writing by either the CTA's Procurement Administrator, General Manager - Purchasing, or Vice President – Purchasing and Warehousing.
4. The Company shall not disclose any Confidential Evaluation Material to, or use any such information for the advantage or disadvantage of, any third person. The term "third person" shall be broadly interpreted to include without limitation any corporation, company, group, partnership or an individual other than the Company Parties and Authorized CTA Personnel.

5. Notwithstanding the above, the obligations of Company regarding the Confidential Evaluation Material do not apply to information which in the opinion of Company's counsel is otherwise required to be disclosed by law. In such event, Company shall provide CTA with written notice of such a determination, and a supporting statement from its counsel, prior to disclosure.
6. Company shall advise the CTA in writing if it learns of any unauthorized use or disclosure of Confidential Evaluation Material.
7. The CTA shall be entitled to equitable relief, including injunction, if any provision of this Statement is breached. Additionally, the CTA reserves the right to disqualify the Company from further consideration for the Transaction in the event of a breach of the terms of this Statement.
8. This Statement is governed by the laws of the State of Illinois and any lawsuits involving this Statement shall be filed in courts of competent jurisdiction located in Cook County, Illinois.
9. This Statement shall be effective as of the date signed and shall continue in full force and effect until the date on which a contract award for the Transaction is made by the CTA's Board.

Agreed to and Accepted:

Company

By: _____

Name: _____

Title: _____

Date: _____

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. C12FR101272861 Letters of Interest and Qualifications (LIQ) for General Engineering Consultant Services:**

____ ("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 General Manager – Purchasing, the Vice President – Purchasing and Warehousing and any other CTA person or position specifically authorized in writing by either the CTA's Procurement Administrator, General Manager - Purchasing, or Vice President – Purchasing and Warehousing.
4. The Company shall not disclose any Confidential Evaluation Material to, or use any such information for the advantage or disadvantage of, any third person. The term "third person" shall be broadly interpreted to include without limitation any corporation, company, group, partnership or an individual other than the Company Parties and Authorized CTA Personnel.

5. Notwithstanding the above, the obligations of Company regarding the Confidential Evaluation Material do not apply to information which in the opinion of Company's counsel is otherwise required to be disclosed by law. In such event, Company shall provide CTA with written notice of such a determination, and a supporting statement from its counsel, prior to disclosure.
6. Company shall advise the CTA in writing if it learns of any unauthorized use or disclosure of Confidential Evaluation Material.
7. The CTA shall be entitled to equitable relief, including injunction, if any provision of this Statement is breached. Additionally, the CTA reserves the right to disqualify the Company from further consideration for the Transaction in the event of a breach of the terms of this Statement.
8. This Statement is governed by the laws of the State of Illinois and any lawsuits involving this Statement shall be filed in courts of competent jurisdiction located in Cook County, Illinois.
9. This Statement shall be effective as of the date signed and shall continue in full force and effect until the date on which a contract award for the Transaction is made by the CTA's Board.

Agreed to and Accepted:

Company

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT F

BRIEF HISTORY OF COMPANY

[TO BE COMPLETED AND SUBMITTED]

Prime Only

BRIEF HISTORY OF YOUR COMPANY

Tell us about your company:

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Local Contact Person: _____

Title: _____

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

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, and a person and a telephone at that firm which CTA may contact.

Firm Name

Contact Person

Telephone

[illegible]

ATTACHMENT G

BID PROTEST PROCEDURE

[FOR INFORMATION ONLY]

BID PROTEST PROCEDURES

SECTION I – AUTHORITY BID PROTEST PROCEDURE

- A. The Chicago Transit Authority (CTA/ Authority)** will hear and consider a bona fide bid protest regarding its procurement actions. It is anticipated that the majority of protests will be evaluated and finally decided by the Authority. Accordingly, the Authority intends to provide a thorough review of all bona fide bid protests. The Authority's primary concern, however, is the timely procurement of needed capital equipment, supplies or services. It does not intend to allow the filing of bid protests to unnecessarily delay the procurement process, especially if the protest involved is vexatious or frivolous in nature.

Notwithstanding the availability of these protest procedures, any interested party is encouraged to exhaust all methods described in the Contract Documents of resolving a procurement issue before filing a formal protest with the Authority. In its consideration of a bid protest, the Authority reserves the right to give due consideration to the good faith efforts of the protestor to resolve the issue involved through informal methods.

Note – The Federal Transit Administration (FTA) will be notified by the Authority of all formal, written protests, when FTA funds are involved.

B. Definitions for purposes of this section -

1. The term "days" refers to working days of the Authority.
2. The term "interested party" means any person (a) who is an actual bidder or prospective bidder in the procurement involved, and (b) whose direct economic interest would be affected by the award of the contract or by a failure to award the contract.

C. Submission of Protest

Any interested party may file a bid protest with the Authority on the basis that the Authority has failed to comply with applicable Federal or State law or with the Authority's Procurement Regulations. The protest must be filed in accordance with the timing requirements set forth in subsection D. "*Types of Protests and Timing*" of this section, and must include:

1. The name and address of the protestor.
2. The number of the contract solicitation.
3. A statement of the grounds for the protest, and in particular the Federal or State law or Authority Regulation alleged to have been violated. This statement should be accompanied by any supporting documentation the protesting party desires the Authority to consider in making its decision.

Protest should be submitted to: **General Manager Purchasing
Chicago Transit Authority
567 W. Lake Street
Chicago, IL 60661-1465**

D. Types of Protests and Timing

The requirement for timely filing of a bid protest with the Authority will depend upon the type of protests involved. The Authority will consider the following three types of protest by interested parties:

1. Protest regarding solicitation

Any bid protest regarding the solicitation by the Authority must be filed **no later than five (5) days before the opening of bids**. Any protest filed after that date which raises issues regarding the solicitation will not be considered by the Authority.

This type of protest would include any claim that the bid solicitation contained exclusionary or discriminatory specifications, any challenge to the basis of award, or any claim that the solicitation documents or the solicitation process violated applicable Federal or State law, or that the Authority failed to follow its Procurement Regulations in the solicitation of bids.

2. Protests regarding bid evaluation

Any bid protest regarding the evaluation of bids by the Authority must be filed with the Authority **no later than twenty (20) days after the opening of bids**. Any protest filed after such date which raises issues regarding the bid evaluation will not be considered by the Authority.

This type of protest would include any challenge to determinations by the Authority of the responsiveness of a bid or the responsibility of a bidder, or any claim that the evaluation of bids violated federal or State law or the Authority's Procurement Regulations.

3. Protests Regarding Award of Contract

Any protest regarding the award of the contract must be filed **no later than ten (10) days after the date of award**. Any protest regarding the award of the contract filed after that date will not be considered by the Authority.

This type of protest will only be entertained by the Authority if the protestor is able to demonstrate that the party awarded the contract fraudulently represented itself as a responsible bidder or that the Authority violated Federal or State law or its Procurement Regulations in the award of the contract.

E. Authority Response

1. Types of Protests

The Authority will notify the protestor upon timely receipt of a bid protest and may, where appropriate, request additional information from the protestor. The Authority may, at its discretion, meet with the protestor to review the matters raised by the protest. The Authority's consideration of the particular types of protests will, except as otherwise provided in subsection 2. *"Decisions by Authority"* of this section, be in accordance with the following provisions:

a. Protest regarding solicitation

Upon receipt of a timely filed protest regarding the solicitation, the Authority will postpone the opening of bids until resolution of the protest. No additional bids will be accepted during the period of postponement.

If the protest regarding the solicitation involves a claim of unduly restrictive or exclusionary specifications, the Authority will, in evaluation of the protest, consider both the specific need of the Authority for the feature or item challenged and any effects on competition of including the specification regarding that feature or item. If the Authority determines that such feature or item was included in the specification in order to meet justified and valid transit needs of the Authority, and was not unduly restrictive of competition or designed to exclude a particular competitor, then the Authority will have grounds to deny the protest.

b. Protests regarding bid evaluation

Upon receipt of a timely filed protest regarding the evaluation of bids, the Authority will suspend its evaluation of all bids submitted until resolution of the protest if the Authority determines that the protestor has established that there are reasonable doubts regarding the responsiveness of a bid or the responsibility of a bidder or regarding the Authority's compliance with Federal or State law or its Procurement Regulations.

c. Protests after award

Upon receipt of a timely filed protest regarding the award of a contract, the Authority will issue a stop work order, if necessary, until the resolution of the protest if the Authority determines that the protestor has established a prima facie case that the contract was awarded fraudulently or in violation of that Federal or State law or the Authority's Procurement Regulations.

2. Decisions by Authority

As indicated above, in most instances the Authority will suspend the procurement process upon receipt of a bona fide bid protest. However, the Authority reserves the right, notwithstanding the pendency of a protest, to proceed with the appropriate action in the procurement process or under the contract in the following cases:

- a. where the item to be procured is urgently required;
- b. where the Authority determines that the protest was vexatious or frivolous; and
- c. where delivery or performance will be unduly delayed, or other undue harm will occur, by failure to make the award promptly.

After review of a bid protest submitted under this section, the Authority will issue a written decision of the basis of the information provided by the protestor, the results of any meetings with the protestor, and the Authority's own investigation. If the protest is upheld, the Authority will take appropriate action to correct the procurement process and protect the rights of the protestor, including resolicitation of bids, revised evaluation of bids or Authority determinations, or termination of the contract. If the protest is denied, the Authority will lift any suspension imposed and proceed with the procurement process or the contract, as the case may be.

The availability of review of bid protest by FTA is described in Section II. As noted in that section, under FTA's revised procurement guidelines the role of the Federal government in bid protest review is quite limited.

SECTION II – FTA BID PROTEST PROCEDURE

Reviews of protests by FTA will be limited to claims that the CTA failed to have or follow protest procedures, or claims that CTA failed to review a complaint or protest. A protestor must exhaust all administrative remedies with the CTA before pursuing a protest with FTA. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation.

Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities.

ATTACHMENT H
MANUAL OF PROCEDURES
[FOR INFORMATION ONLY]



MANUAL OF PROCEDURES

for

Architectural and Engineering Services

AUGUST 2011



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I. PURPOSE:

- A. This Manual is intended to supplement and become a part of the Professional Consulting Services Agreement between the Consultant and Chicago Transit Authority (hereinafter referred to as CTA). It describes in detail some of the requirements and procedures referred to in the Agreement Contract.
- B. This Manual is not intended to be all inclusive nor does it represent instruction in all areas where instruction may ultimately be deemed necessary. It will be supplemented from time to time during the life of the Agreement Contract by issuance of standards and procedures covering details of construction, materials, workmanship and program.
- C. This Manual concerns itself primarily with the operational details needed in dealings with the CTA, and describes some procedures for expeditious processing of the project from the initial contract through completion of construction and guarantee period.
- D. This Manual establishes the procedures and standards which will be followed in all projects of the CTA. Specific detailed information regarding the project is outlined in the consultant's Scope of Services



II. DEFINITIONS

A. Contract Terms

1. Agreement: A legally binding arrangement between CTA and any business or individual.
2. Authority (CTA): Chicago Transit Authority
3. Authorization to Proceed (ATP): Documented permission to advance to the next phase of a project.
4. Consultant: Architectural and/or engineering firm or associated firms who are retained by the CTA to prepare designs, contract drawings and contract specifications for individual projects.
5. Construction Manager: Business hired by CTA to act as an administrator of a construction project.
6. Designer of Record (DoR): Business that is liable for the documents prepared for a specific task.
7. GEC: General Engineering Consultant. See Consultant above.
8. Professional Consulting Services Agreement (PSA):
9. Program Manager: The individual within the CTA's Construction Department who is responsible for a project from cradle to grave.
10. Quality Management System (QMS):
11. Web-Based Project Management System (WBPM):
12. Contract Change Terms
 - a. Task Order (TO): An agreement to provide professional services for a specific assignment.
 - b. Proceed Order (PO): Written authorization for a consultant or contractor to perform a specified work for an agreed cost greater than \$10,000.
 - c. Change Order (CO): A written directive that amends a contract from its previous condition.



- d. Directive Order / Directive Letter (DL): Written instruction to perform a specific task.
- 13. Contract Deliverable Terms
 - a. Contract Documents: Drawings and/or specifications
 - b. Permit Documents: Drawings, calculations, etc issued for review by a governing agency for the purpose of obtaining permission for construction at a specific location.
 - c. Record Documents: Official evidence that recalls past events
 - d. Infrastructure: The underlying basic framework of the CTA.
 - e. Infrastructure Systems:
 - f. Facilities: Buildings/structures owned and/or operated by the CTA.
 - g. Facility Systems: Systems within a building/structure such as structural, plumbing, HVAC, etc.
- B. Other Common Definitions
 - 1. ALTA:
 - 2. As-Built Documents: Drawings and/or specifications prepared at the end of construction that reflects the conditions of the project at its completion.
 - 3. AREMA:
 - 3. CDOT: Chicago Department of Transportation
 - 5. IDOT: Illinois Department of Transportation
 - 6. ROW: CTA's Right-of-Way. Property owned and/or operated by the Chicago Transit Authority.
 - 7. MWRDGC: Metropolitan Waste Reclamation District of Greater Chicago
 - 8. FTA – Federal Transportation Administration. Governmental Agency that funds a portion of the project.
 - 9. Project Management Plan (PMP) – A document that is used to convey purpose, need and a project scope for a Capital Improvement Project.



III. CONTRACT ADMINISTRATION

- A. CTA will, prior to the execution of the Agreement Contract, provide:
1. This Manual of Procedures, including a list of standard forms which will be available to Consultant.
 2. The following items of specific project information:
 - a. Program for space, staffing and operational requirements
 - b. Site designation
 - c. Schematic concept data (if applicable)
 - d. Construction budget for Project and Project Description
 - e. Project time schedule
 - f. Site Survey (if applicable)
 - g. Sub-soil investigation (if applicable)
 - h. Environmental Report (if applicable)
 - i. Engineering Design Criteria
- B. Consultant shall be responsible for complying with the following requirements:
1. The Consultant must obtain CTA property permits before entering upon CTA's property. These must be requested in writing with the names of individuals and their social security numbers. DO NOT ENTER any CTA shops, garages, substations or right-of-way without being accompanied by an assigned employee of CTA. Observe all CTA Safety Rules and Regulations including those outlined in the Capital Projects Safety Manual. Copies of these regulations will be provided.
 2. All Consultant personnel who will be working in close proximity to the CTA's tracks will be required to attend a Rapid Transit Right-of-Way Safety Training Session once a year at a cost of \$200. per person per session. Training classes must be requested in writing with the names of the individuals, their affiliations and their social security numbers. Make payment payable to the Chicago transit Authority. Schedule one full eight (8) hour day for the session. The training session is limited to a maximum of eight (8) individuals per day. Certification is good only for a one year period.
 3. All contacts concerning the project shall be conducted through the CTA's Chief Infrastructure Officer or designee.



4. When Authorization to Proceed (ATP) has been received by the Consultant, a schedule with actual dates for the various milestones must be authorized by CTA in writing.

5. Address all direct correspondence to CTA:

Chicago Transit Authority
567 West Lake Street, 9th Floor
Chicago, Illinois 60661
Attention: Project Manager

When appropriate include copies for the CTA Department Manager and others.

6. Meetings will generally be scheduled by CTA. When parties other than the Consultant and the Sub-consultants involved in the project find it necessary to schedule meetings among themselves, such meetings must be cleared by CTA Project Manager. The Consultant will be responsible for distributing an agenda at least one day in advance of the meeting.
7. The Consultant shall prepare the minutes of all meetings attended. Distribute to all meeting attendees and other parties designated by CTA within four (4) working days after the date of the meeting. Minutes should list all discussions, all decisions reached, a copy of the attendance sheet and a request for comments and corrections to the minutes. If required, at the end of each meeting, the time, date and location for the next meeting will be established, with a determination of what work is expected to be accomplished during the intervening period and a list of action items with the responsible party identified. (A sample copy of the minute's format is in the Appendix.)
8. Work progress reports are required on a monthly basis in order to track progress and to verify services at the time of invoice submittal. The report shall be submitted by the 10th day of each month to CTA's Project Manager and a copy should be included with the invoice covering the same period.
9. Prepare invoices for Fee Payments in accordance with the terms in the Professional Consulting Services Agreement and the instructions in the Appendix. Accompany all applications for payment of extra charges, or reimbursable items with copies of corresponding authorization letters and proceed orders previously issued by CTA. Sample invoices are also included in the Appendix.



Invoices are to be mailed to:

Chicago Transit Authority
567 West Lake Street, 7th Floor
Chicago, Illinois 60661
Attention: Manager, Contract and Vendor Oversight

10. CTA may hire an independent cost consultant for the purpose of providing CTA with total project budget information and current cost data for the project. CTA will advise in writing if there is any change in the construction budget.
11. A request for a contract amendment will be considered only if the proposed work is beyond the scope of the original contract. The request should be directed to the CTA Project Manager. The request should consist of a brief narrative describing the proposed extra services and explaining the need for those services, a detailed breakdown of the estimated labor hours required for the extra services, a listing of additional direct cost with their dollar value and a completed cost and price analysis form (#CTA 316.03).

The Consultant shall not undertake any of the out of scope work without the approval of CTA's Chief Engineer.



IV. SAFETY AND SECURITY

- A. The Consultant shall comply with this Handbook and the applicable provisions of CTA's "Safety Manual for Contract Construction On, Above, or Adjacent to the CTA Rail System" (CTA Safety Manual), the Illinois State Uniform Fire Prevention and Building Code, Occupational Safety and Health Administration (OSHA), the Environmental Protection Administration (Federal), Department of Environmental Conservation (State), Department of Environmental Protection (City), the National Fire Protection Association (NFPA) including National Electrical Codes, all other applicable rules and regulations, including Drug and Alcohol Laws.
- B. Safety of passenger and other persons, property, Authority employees and of all employees of the Consultant and contractors, sub-contractors working on the job site of this Project shall be a primary responsibility and concern for the Contractor. If employees of the Consultant or its subconsultants observe an unsafe condition while on Authority property, this condition must immediately be reported to the CTA Control Center.
 - 1. An unsafe condition is a condition that gives rise to the imminent possibility of serious injury to workers or the public, of serious damage to property or the environment, or of affecting the safe movement of trains.
 - 2. When an Unsafe Condition exists at a project site, work shall be stopped in the affected area until the condition is corrected.
 - 3. The Consultant shall immediately notify the Authority of all accidents witnessed by the Consultant involving personal injury and damage to property and all near misses.
 - 4. The Consultant shall prepare and submit a copy of the Authority's Supervisor's Accident Investigation Report to the Authority no later than twenty-four hours following each accident. Near misses shall be reported in writing to the Authority and "a lessons learned" session shall be held.
- C. The Consultant must obtain CTA property permits before entering upon CTA's property. These must be requested in writing with the names of individuals and their social security numbers. **DO NOT ENTER** any CTA shops, garages, substations or right-of-way without being accompanied by an assigned employee of CTA.
- D. Safety Requirements for Work Performed along the Right Of Way (ROW):
 - 1. Rail Safety Training: All jobsite personnel, including but not limited to all Consultant and Subconsultant management personnel



engaged in on-site operational, safety or quality oversight and all employees that will perform work on, above or adjacent to the CTA right-of-way, including but not limited to work on any platform work area shall have successfully completed the Authority's Rail Safety Training and hold a current, valid Rail Safety Tour Identification Card prior to commencement of work and be thoroughly familiar with Authority railroad operations.

- a. Attendance at the Authority's Rail Safety Training shall be completed once every year.
 - b. The required attendance by Consultant's and Subconsultant's employees at the Authority's Rail Safety Training shall in no way diminish or modify Consultant's obligations to provide complete and adequate safety training to such personnel.
 - c. The Consultant shall maintain a list of all employees (including Subconsultants) having valid Rail Safety Tour Identification Cards, and shall submit the list to the Authority quarterly. The list shall contain all "employees" names, social security numbers, job function / classification, employer, date of attendance, and date of expiration.
2. Personal Protective Equipment (PPE):
- a. Mandatory items shall be worn at all times while on the Project Site. These PPE requirements include:
 - Eye Protection - Grinding or chipping shall require a face shield.
 - Head Protection – SEI certified hard hats meeting the ANSI Z89.1 1997 requirements for Type 1 Class E protection must be properly worn, and maintained – (no bump caps or cowboy-type hard hats).
 - High Visibility Safety Vests – All Contractor employees exposed to vehicular traffic or motorized equipment must wear a CTA-approved safety vest.
 - Acceptable work shoes – Shoes should be in good condition without breaks or splits, at least six inches high, (preferably leather with safety toe), and be completely laced or buckled. The shoe must have defined heels that are no more than one inch high (sneakers/gym shoes are prohibited). The sole should be at least ¼" thick at all points and provide good traction under slippery conditions.



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- Acceptable clothing for heavy construction work (no tank tops, or short trousers of any type).
 - Other PPE as is required by the Consultant's work or OSHA.
3. The Consultant shall ensure that all of his employees and those of his subconsultants fully understand and comply with the provisions of applicable Authority Flagging Rules and Authority Safety Rules, before working on or adjacent to any operating track.
 4. In the event the Work is being performed under a Bulletin with 3rd rail power off, the Consultant shall ascertain from the Authority the exact limits where the power was removed. The Consultant shall disseminate this information to all Consultant and Subconsultant employees working within the work area.



V. GENERAL REQUIREMENTS

- A. Prepare documentation and reports in conformance to the standardized format of this manual.
- B. Obtain surveys and sub-soil reports as required. Reimbursement by CTA will be made per Agreement Contract.
- C. During the negotiation phase attend a site visit scheduled by CTA during the negotiation phase to become familiar with existing conditions. All available site information will be made available by CTA. Advise CTA in writing if additional site information is required. Indicate how this information will be obtained. Secure CTA approval in writing before proceeding.
- D. Coordinate allowable limits of contractor work with CTA.
- E. It is the Consultant's responsibility to prepare contract documents that comply with the latest edition of all applicable Building Codes including the local Building Code, all Federal, State, County, MWRDGC, A.R.E.M.A. and City Health, Safety and Fire Regulations where applicable. Follow Zoning Requirements for the project.
 - 1. Provide to CTA Contract Documents and Record Field Documents (As Builts) prepared on AutoCad DWG or DXF format, or Intergraph MicroStation, DGN format, transferred by magnetic media to our servers by any of the following:
 - a. Web-Based Project Management (WBPM) System.
 - b. CD-ROM.
 - c. DVD.
 - 2. Provide specifications prepared in latest Microsoft Word format on CD-ROM, DVD or WBPM system as requested.
- F. Develop construction staging plans and suggested construction procedures where rail or bus operations must be maintained.
- G. All rail, bus and other vehicle clearances must be checked throughout the design process. Perform necessary field surveys to assure that clearances will be met.
- H. Prepare building permit application and submit to the appropriate governmental agencies for review. Make required adjustments necessary to receive notice of approval prior to time of Invitation for Bids.



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- I. Reproduction costs of sketches, studies, presentations, review, approval drawings and specifications, etc., required for the Consultant's use during the development and construction of the project are part of the Consultant's services and are not reimbursable expenses. Only reproduction costs for producing required sets of documents for milestone submittals and for bidding are reimbursable.
- J. If required, provide one rendering approximately 20" x 30" colored, a full size color reproduction (both framed) and twelve (12) copies of 8" x 10" glossy finish colored photos. If required, provide a mass model.
- K. If required, Provide CTA with up to fifteen (15) sets of drawings, specifications and presentation reports for each review. One (1) set will be returned with approval or comments along with written comments.
- L. Identify additional property acquisition requirements (include air rights and easements) and assist the CTA in obtaining property appraisals.
- M. The Consultant shall submit a project specific Quality Assurance Plan for review and approval within fifteen (15) days after the ATP. The QA Plan must meet the requirements set forth by the CTA.



VI. CONTRACT DELIVERABLES

A. Design Phase Deliverables:

1. The GEC shall prepare design deliverable submittals for each phase of each task order assignment. Usually these phases shall consist of Scope Validation (10%) Design, Concept (30%) Design, Detailed (60%) Design. Each task order shall identify the specific submittals required for that assignment. In general the Consultant shall be responsible for:
 - a. Developing and implementing an internal GEC Quality Assurance Plan.
 - b. Deliverables shall be furnished in both hardcopy and electronic formats.
 - c. Electronic copies of all deliverables shall be submitted to CTA through the web-based project management system.
 - d. Statements of probable construction cost shall be provided with each submittal for each phase of construction.
 - e. CTA will review and provide comments within three weeks of receipt of submittals.
 - f. The GEC shall respond to or incorporate comments within two weeks of receipt of comments.
 - g. Progress drawings shall be delivered in AutoCAD DWF format. Other progress deliverable documents shall be delivered electronically in Adobe PDF format.
 - h. The GEC shall also provide three (3) hard copies of each document.

B. Procurement and Permitting Deliverables:

1. If the task order assignment designates the GEC as Designer of Record (DoR) and/or Structural Engineer of record, the Consultant shall prepare sealed and signed Issued for Permit & Procurement (90%) Documentation, and Issued for Construction (100%) Documentation for each construction phase of the project.
 - a. Permit Documents shall include all calculations, worksheets, applications and inspection reports required to secure permits for the work from all agencies having regulatory



- authority over the construction of the proposed improvements. In the City of Chicago this shall include but not be limited to the Chicago Department of Buildings (DOB), Chicago Department of Transportation (CDOT), Mayor's Office for People with Disabilities (MOPD), Chicago Department of Zoning and Land Use Planning (DZP), Chicago Department of Water Management (CDWM) and other City departments having regulatory authority over the work.
- b. If the task order includes surveying services, the GEC shall provide sealed and signed ALTA property surveys required to obtain permits.
 - c. It is CTA's intent to apply for LEED certification for all facility projects with State of Illinois funding. The DoR shall incorporate into the design appropriate sustainable elements and provide documentation in support of CTA's application for LEED certification.
 - d. The GEC shall participate in pre-intake meetings with permit regulatory agencies, permit intake meetings, permit review meetings, and preparation of corrections based upon permit review comments from regulatory agencies.
 - e. The GEC shall make all permit corrections in accordance with City of Chicago Standards or other regulatory agencies as applicable.
 - f. The GEC shall assist CTA in responding to questions submitted to CTA during the procurement process and prepare technical documentation as may be required to support such responses for incorporation into addenda to the procurement documents.
 - g. The GEC shall prepare and submit to CTA conformed Issued for Construction Documents that incorporate all permit corrections and procurement addenda. The issued for Construction Documents shall be submitted to CTA within two weeks of final approval notification from the permitting agency and CTA.
 - h. Permit and Issued for Construction drawings shall be delivered in AutoCAD DWF format and Adobe PDF format. Other Permit and Issued for Construction documents shall be delivered electronically in Adobe PDF format. DWF and



PDF files bearing professional seals shall be electronically watermarked.

- i. The GEC shall also provide three (3) hard copies of each document.
- j. Permit submission and conformed construction drawings shall be delivered in AutoCAD 2006 DWG format in addition to the DWF and hard copies indicated above.
- k. All CAD files shall meet CTA's current drawing standards for AutoCAD version control, line weight, layering standards and file naming conventions.

C. Construction Phase Deliverables:

- 1. The GEC shall assist CTA during the construction process, including responding to requests for information (RFIs) and preparing supporting documents for proposed contract changes (bulletins).
- 2. The GEC shall review contractor submittals and indicate to CTA if the submittal should be approved, approved as noted or revised and resubmitted.
- 3. The GEC will participate in project progress meetings and will conduct site observations of the work as requested by the CTA Chief Engineer or his designee. The GEC will conduct a minimum of 1 field visit per week for duration of time that Contractor is on site. The GEC shall submit written reports of each site visit to the Chief Engineer.
- 4. The GEC will participate in factory visits to inspect major system components of the work before shipping as requested by the CTA Chief Engineer or his designee. The GEC shall submit written reports of each factory visit to the Chief Engineer.
- 5. Based upon the record documentation furnished by the contractor, the GEC shall review and approve all as-built documentation for the completed project.
 - a. The GEC will review the Contractor's as-installed documentation and determine if it is adequate to be incorporated into CTA infrastructure drawings and databases.



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- b. The GEC will prepare as-installed documentation for elements of the Project performed by CTA forces and third parties (e.g., utility companies and other public agencies).
 - c. As-Built Documents shall incorporate all field sketches and construction revisions, specification revisions, operating and maintenance manuals and shall be submitted to CTA within two weeks of final acceptance notification from CTA.
 - d. As-Built drawings shall be delivered in AutoCAD 2006 DWG format and AutoCAD DWF format. Other As-Built documents shall be delivered electronically in a format compatible with existing CTA Infrastructure databases.
 - e. The DoR shall also verify that all Contractor or third-party-generated CAD files meet CTA's current drawing standards for AutoCAD title blocks, version control, line weight, layering standards and file naming conventions.
- D. Web-based Communications:
- 1. The CTA has established a web-based project management system and website for each project to:
 - a. Provide for document management and control;
 - b. The DoR shall also verify that all Contractor or third-party-generated CAD files meet CTA's current drawing standards for AutoCAD title blocks, version control, line weight, layering standards and file naming convention
 - c. Compress design document transmittal time;
 - d. Provide collaboration and meeting space for geographically separated project participants;
 - e. Provide an electronic library for a variety of project documents;
 - f. Provide a means for on-going contractor outreach and community awareness; and
 - g. Facilitate the dissemination of the project status and other critical reports.
 - 2. All written communications between the CTA and the GEC, including all intermediate and final document transmittals will be made via the CTA Project Website.



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3. The GEC is required to establish Internet connectivity to access the CTA Project Website. The GEC will be solely responsible for furnishing the hardware and software required by the GEC to establish and maintain access to the Project Website. The GEC also will be solely responsible for coordination between the CTA Project Website, Sub consultants and suppliers.



VII. PREPARATION OF DRAWINGS AND SPECIFICATIONS

SCHEMATIC DESIGN PHASE

- A. Develop schematic concept data presented in the Building Program and sketches, if required.
- B. Prepare all schematic drawings on CTA's standard drawing sheet. CTA will furnish an electronic version of this standard 24" x 36" drawing sheet along with a blank cover sheet. Title block information and general arrangement of documents will also be provided.
- C. The submittal should include at least the following:
 - 1. Key site plan showing property lines and relationships between the new and existing (if any buildings and building locations).
 - 2. Sketch site plan (if applicable) showing existing and proposed contours, landscaping features, lighting, roads, walks, ramps and utility connections.
 - 3. Sketch sections through the building.
 - 4. Sketch floor plans.
 - 5. Sketch elevations and sections.
 - 6. Track alignment and profiles
 - 7. Sketches and description which will indicate the building systems selected including the special characteristics of the systems together with an economic analysis which affected the choice and coordination of all systems.
 - 8. Area computations, gross square feet by major areas.
 - 9. Statement of intent for principle materials.
 - 10. Preliminary statement of probable constructions costs. Space square foot cost. (If the project is other than a building or structure, prepare schematic design in accordance with B.1 to 9 wherever applicable.)
 - 11. Environmental Impact Report and/or an Environmental Phase I Study if required.



12. Identify additional property acquisition and air rights.
- D. Submit twenty-five (25) sets of design drawings to the City of Chicago, Office of Underground Coordination (OUC). The drawings shall indicate all proposed structure and building construction which may interfere with existing underground utilities. The OUC will transmit the drawings to all public utilities for notification about the proposed construction and to obtain data from them.
- E. Present the submittal at a meeting scheduled by CTA at the end of Schematic Design Phase. Within a period of ten (10) working days after this presentation, CTA will schedule another meeting for the purpose of approving or discussing and resolving all comments made by CTA.
- F. Do not proceed into Design Development Phase without approval in writing from CTA of Schematic Design Phase Solution. This approval will include any deviations from the current program, budget or schedule.

DESIGN DEVELOPMENT PHASE

- A. After approval of the Schematic Design Phase Presentation Report, commence and complete the Design Development Phase by further refinement of the concept, the selected building systems, the circulation patterns, site relationships and building program areas.
- B. The object of this phase is to fix and illustrate the size and character of the entire project in all its essentials.
- C. The Consultant is responsible for the development of construction staging plans subject to review and approval by CTA. The Consultant is ultimately responsible for the constructibility of the work including phasing.
 1. Where detailed CTA rapid transit operating requirements are needed to implement the construction project, staging plans and specifications must be reviewed by the CTA STARS (Single Track & Reroute) Committee. Emphasize staging work and highlight CTA force-work and material requirements if any.
- D. Prepare the Design Development presentation report to generally include:
 1. Site plan, showing location of each building by dimension, existing and finished contours, ground floor elevations, location and extent of roads, walks, parkways, utilities (existing, new and relocated) site construction and limits of contract.



2. Landscape plan (if applicable) which includes general type and location of landscape and all above-grade site construction. Include any retaining walls, steps, lighting, walks, roads and all other such necessary details.
3. Floor plans which include program space requirements and room layouts.
4. Development of spaces in which equipment is programmed. Include electrical, mechanical and communication equipment.
5. Elevations and sections.
6. Wall sections showing general construction, materials, foundations, floors heights, etc.
7. Preliminary room finish schedules.
8. Outline specifications:
 - a. Finishes of exterior and interior
 - b. Construction materials
 - c. Structural, mechanical and electrical systems and design data
 - d. Signal, communications and auxiliary systems
 - e. Material of any sort to be used in the project
 - f. Security, fire alarm and remote alarm systems
 - g. Track and special track-work requirements
 - h. Other items specific to the project.
9. Show recommendation to most suitable structural system including location, kind and sizes of primary structural members. Include a diagram showing floor loads.
10. Single line diagram of mechanical and electrical systems. Use explanatory sections and cutaway sketches as required.
11. Estimate track alignment and special-work locations and prove that the track fits.
12. Establish utility service connection requirements.
13. Basic layouts of lighting systems showing lighting intensities. Establish light sources, select light fixtures and furnish lighting calculations.
14. Illustrations showing areas requiring acoustical treatment.



15. Updated area computations.
 16. Cost analysis. A preliminary cost estimate with costs broken down into unit forms. An appropriate contingency factor should be applied to account for unknown or undeveloped elements of the project.
 - a. Provide a suggested list of additive and deductive alternates. The approved cost estimate will become the construction budget against which all future estimates will be compared.
 17. A preliminary bar chart construction schedule showing all major construction activities and phases of the work. Show relationships and interdependencies with other CTA projects.
 18. A material and color board. This board shall display samples of paint, ceilings, walls, floor coverings together with exterior and interior materials and finishes. Each item shall be identified as to where it shall be used. After approval of board, it shall become the property of CTA.
- E. Present the submittal at a meeting scheduled by CTA at the end of Design Development Phase. Within a period of ten (10) days after this presentation, CTA will schedule another meeting for the purpose of approving or discussing and resolving comments made by CTA.
- F. Do not proceed into Construction Documents Phase without obtaining written approval from CTA of the Design Development Phase presentation report solution. This approval will include any deviations from the approved program, budget and schedule.

CONSTRUCTION DOCUMENTS PHASE

- A. After approval from CTA of the Design Development Phase solution, proceed with the preparation of Construction Documents in final form for bidding.
- B. Show all phases of construction work so that the intent is understood by all concerned. Show details necessary and/or required to provide clear and explicit direction to the installing contractor.
- C. The Pre-Final 90% submittal shall represent a substantially complete contract document package. All work shall be complete except that the plans may not have been checked at this point. The submittal will not be accepted unless it is substantially complete.



- D. The Consultant shall prepare the bid proposal sheet and in cooperation with CTA, determine the number of calendar days required to complete construction.
- E. A Liquidated Damage provision is required in all projects. The Consultant will assist the CTA in determining the amount of the Liquidated Damage for each day of delay.
- F. Drawing Requirements:
 - 1. Prepare drawing for general notes, phasing, architectural, civil, structural, plumbing, mechanical, electrical, landscaping, fire protection, track, traction power, signal and communication work. The drawings shall be ordered as shown in the Appendix.
 - 2. CTA will provide the Specification Number(s), Project Number(s), and the Requisition Number(s) and any Funding Agency Number(s).
 - 3. Do not use trade names or manufacturers names on the drawings.
- G. Specification Requirements:
 - 1. Provide specifications in the CSI format and include Division 1 sections coordinated with the General and Special Conditions.
 - 2. When trade names, products, etc., or names of manufacturers are listed in the specifications, list more than one such name plus the phrase "or approved equal".
 - 3. Place CTA's Specification Number (provided by CTA) at top left of each page of the Detail Specifications.
 - 4. Collate and bind specifications into one or two volumes as agreed upon with the CTA. Incorporate a complete Table of Contents in each volume.
 - 5. CTA will furnish a set of "Government Requirements" for printing. Bind into the Specifications.
- H. An updated cost estimate should be provided. If the cost estimate exceeds the construction budget established previously, provide written suggestions for reducing the costs and redesign if necessary to accommodate the budget. The source of all pricing data should be identified.



- I. Refined construction bar chart schedules should be provided at each milestone submittal. Coordination and interface with other CTA projects shall be highlighted. Long lead items shall be identified. All project staging should be clearly illustrated.
- J. Within the first week after submittal of the 90% documents, the Consultant and the CTA will participate in a field review meeting, conducted at the project site. The purpose of the field review is to make sure that all existing field conditions are accounted for in the documents.
- K. When the 90% review is complete and all corrections and changes made:
 - 1. Supply up to fifteen (15) sets of complete documents for CTA's submittal to funding agencies and internal reference. All drawings shall be signed and/or initialed in the designated place, dated and the complete drawing set numbered. The cover sheet shall state "100% Submittal".
 - 2. Prepare building permit application and City of Chicago Electrical Inspection Bureau Permit and submit for review. Adjust drawings for necessary approval for building permit. (See Section III paragraph E.) Application for MWRDGC permits and other agencies may also be required.

BID PHASE

- A. After CTA receives the required approvals and all corrections and comments have been incorporated into the Documents, the project is ready to bid:
 - 1. Upon written notice by the CTA, print the number of Drawings and Specifications per Agreement Contract. The cover sheet shall be sealed and signed by the Consultant's Licensed Professional Engineer, Structural Engineer or Architect. Each drawing sheet shall indicate "REV. 1, DATE, ISSUED FOR BIDS."
 - 2. Assist CTA in responding to Contractor inquiries during the bidding period.
 - 3. Prepare and print all Addenda which will be approved and distributed by CTA. (See samples in the Appendix.)
 - 4. Attend pre-bid meeting.
 - 5. Update the site survey to be current with the permit application.



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6. If the low bid exceeds the construction cost estimate by more than 10%, the Consultant shall redesign the project to fall within the budget at no cost to the Authority.



VIII. CONSTRUCTION PHASE

- A. After award of construction, the Consultant shall update the Contract Documents to include all Addenda and issue the construction set as "REV _____, DATE, ISSUED FOR CONSTRUCTION." Submit up to twenty (20) full and half-size sets as set forth in the Agreement Contract. CTA will schedule a preconstruction conference with the contractors to discuss construction procedures, cost breakdown, pay application procedures and documentation to be supplied by the Contractor, Subcontractors and Material Suppliers in support thereof.
- B. CTW will provide complete field supervision and schedule all construction meetings unless otherwise provided for in Agreement Contract. All instructions to Contractor shall be made through the CTA. Do not communicate directly with Contractors.
- C. Submit bimonthly progress reports of site inspections if required in the Agreement Contract.
- D. Cooperate with CTA in preparing and processing Contract modifications and reviewing proposals and substitutions.
- E. Procedures for Processing Shop Drawings, Brochures and Samples

The following procedures are required for reviewing and processing Shop Drawings, Brochures and Samples:

CONTRACTOR

- 1. Contractor shall submit a shop drawing, brochure and sample "Time Schedule". This schedule shall show the dates of proposed preparation and submission.
- 2. All shop drawings, brochures and samples must bear the Contractor's stamp certifying they comply with the Contract Documents. (Documents not stamped will be returned.)
- 3. Submission will be sent to CTA's Construction Administrator, unless otherwise directed at preconstruction meeting.
- 4. CTA will log in the submittals and forward them to the Consultant for review.



CONSULTANT

1. Promptly review submittals with fifteen (15) working days and indicate "Approved", "Approved as Noted" or "Rejected" on all copies.
2. Retain one (1) copy of shop drawing or brochure and forward balance to CTA complying with the contract review time frame.

CTA

1. CTA may review the documents returned by the Consultant. If a change appears to be required, the change will be discussed with the Consultant.

F. Description of Contract Change Order Documents

Field memos, bulletins, proceed orders and change orders involve unanticipated circumstances or events within the scope of the contract, but which require a modification to the contract.

Field Memo: A written directive to the contractor from designated personnel at the CTA Engineering or Construction Department regarding changes in the work to be performed under the contract. Field memos are limited cost increases or decreases not in excess of \$10,000. Field memos shall not be used to grant time extensions to the contract. Field memos do not constitute authorization for payment to the contractor until they are incorporated into approved change orders.

Proceed Order: A written directive to the contractor, from the Materials Management Department, regarding changes to the work to be performed under the contract. Proceed orders are utilized for cost increases or decreases in excess of \$10,000. Proceed order do not constitute authorization for payment to the contractor until they are incorporated into approved change orders

Bulletin: A request for a proposal from the contractor including a description of he change and sketches or revise drawings indicating the extent of the work.

Change Order: A written directive and authorization for payment or time extension from the CTA by its authorized agent, to the contractor regarding changes in the work under the contract. A change order may include future work to be performed under the contract or work performed in accordance with previously authorized field memos or proceed orders issued by the CTA through its authorized agent.



G. Procedures for Contract Change Orders

1. A request for a Contract Change Order can be initiated by CTA, Consultant or Contractor.
2. In all cases, CTA will prepare the formal Contract Changer Order. Information, sketches, revised drawings, proposals and any supporting back-up may be furnished by Consultant, Contractor or CTA. CTA will prepare and issue all Field Memos, Bulletins, Proceed Orders and Change Orders.
3. The procedures outlined herein are required prerequisites for any changes in the Contract Documents that may arise, for any cause, during the construction of the project.
4. **Bulletins** (Request for Proposal)
 - a. The "Description of Change" portion will be prepared by the Consultant in cooperation with the CTA.
 - b. The CTA's Project Manager or the Consultant will prepare sketches or revise drawings to further describe the change.
 - c. The CTA's Project Manager will submit the "Description of Change" and the necessary drawing to the Construction Department, who will prepare the formal Bulletin, and send to Contractor.
5. **Proceed Order**
 - a. After a discussion of the change with the Contractor and the Consultant (if retained), and a determination has been made by the Initiating Department Head, a Proceed Order will be initiated.
 - b. The Proceed Order will contain the agreed not-to-exceed price.
6. **Change Order**
 - a. Proposal
 - 1) Contractor will prepare proposal for work including allowable



MANUAL OF PROCEDURES
for
Architectural and Engineering Services

AUGUST 2011

- 2) Construction Department will retain original proposal and forward two(2) copies to CTA's Project Manager.
- b. Proposal Review
 - 1) CTA's Project Manager will forward copy of Contractor's proposal to Consultant for review and comments.
 - 2) The CTA and Contractor will negotiate an acceptable price and if applicable any time extensions.
 - 3) When CTA's Project Manager finds the proposal fair and reasonable, and the Consultant concurs, the Project Manager will draft a change order for further processing.
- c. Distribution of Executed Change Orders
 - 1) Materials Management Department will send Contractor a fully executed copy.
 - 2) Construction Controller will receive a copy of the fully executed change order and distribute copies as follows:
 - Two (2) - Construction Department
 - One (1) - Project Manager (a copy will be given to the Consultant)
- H. Review all guarantees, warranties, operating manuals and other related documents submitted by Contractors, and forward to CTA after recommendation of approval.
- I. At the substantial completion of construction, inspect the project with CTA's field representative and assist in the preparation of a "Punch List".
- J. Prior to final acceptance, inspect the project and submit a report in writing that all work has been completed in accordance with drawings, specifications and all authorized revisions or describe exceptions thereto.
- K. Upon completion of the construction work, prepare the "As-Built" drawings and submit to CTA. Also submit a record copy of all design calculations.



IX. POST CONSTRUCTION SERVICES

A. Preventive Maintenance Plan

1. Develop a comprehensive Preventive Maintenance Plan for all building components requiring routine servicing or inspection. Do not limit to electrical/mechanical components. Include other components requiring maintenance such as hardware, valves, roofs, etc.
2. Submit plan format for the CTA's approval prior to final assembly of data.
3. Include the following in the Preventive Maintenance Plan:
 - a. A Master Schedule indicating all manufacturer suggested or industry standard inspections and servicing. Master Schedule to be indexed by component and time interval, commencing with the data of final acceptance.
 - b. A bound and indexed set of operating and maintenance manuals.
 - c. A list of service related products and equipment (lubricants, coolants, special tools, etc.).
 - d. A list of suggested spare parts, including quantities.
 - e. Manuals and lists shall include all items in the Master Schedule and shall be cross referenced with the Master Schedule to facilitate access to maintenance information.
4. A draft copy of the plan shall be submitted for CTA review within three months after the Notice of Substantial Completion. The final plan shall be submitted one month after receipt of CTA's comments on the draft.

B. Facility Inspection

1. Perform a complete inspection of the facility during the tenth month after substantial completion.
2. Eleven months after substantial completion provide a written report indicating:



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- a. Defects in workmanship or materials which should be corrected by the contractor under the construction contract's guarantee provisions.
- b. Conditions requiring correction but not covered by the contractor's guarantee, along with suggested corrective action.



APPENDICES

CONTENTS:

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| A. | SAMPLE OF MEETING MINUTES | (Pages A-1 through A-5) |
| B. | SAMPLE INVOICE | (Pages B-1 through B-5) |
| C. | SAMPLE CONTRACT ADDENDUM | (Pages C-1 through C-6) |
| D. | SAMPLE - BULLETIN
FIELD MEMO
PROCEED ORDER
CHANGE ORDER | (Pages D-1 through D-8) |



APPENDIX A

SAMPLE OF MEETING MINUTES



Construction Management

CIA Contract No. C02F11214

CTE | AECOM

Turner
AFRAM Corporation
Carter Consulting, Inc.
Infrastructure Engineering, Inc.
LYK Engineering Services
Mata Corporation, Inc.

MEETING MINUTES: Ravenswood (Brown) Line Expansion and Clark Junction - Armitage - Chicago
Weekly Progress Meeting # 98

Requisition No.: C05F1100177588 (Armitage - Chicago)
Meeting Date: Wednesday, December 5, 2007 @ 10:00 AM
Location: 2518 N. Lincoln, Suite 101
Chicago, IL 60614

Chairperson: Peg Bruszewski

ASC
3-Station

Attendees:

Attendees	Name	Org./Title	Attendees	Name	Org./Title
	Abnied Alousawi	CM/Field Inspector		Atul MohlaJee	CTA/QA Coordinator
X	James Alexander	FHP-T QCM		Bob Mollitor	FHP-T/Safety
X	Roger Baker	CTP/Com		Bill Nichols	K&K/PM
	Paul Bakun	K&K/Sr. Project Manager		Chris Norhbrock	FHP-T
	Iheam Ibezio	CTA/PI	X	Kevin Prosser	FHPT/PM
X	Jon Devler	CTP/Sr.PM		Joe Rogers	S&J Const/PM
	Christer Bohman	CTP/QA/QC Mgr.		Juan Rojas	CM/COE
X	Bruce Brunmel	FHPT/QA		Carlo Santucci	FHP-T/QC
X	Peg Bruszewski	CM/RE	X	Jeff Sapinski	CM/Safety Mgr
X	Ken Durza	CTA/Sr. Purchasing		Ralph Scherer	K&K/QCM
	Phil Cahill	CM/Safety	X	Dean Simpson	CM/PM
	Dan Dye	FHP-T / P.E.	X	Phil Stephens	CM/QA
	Chuck Frelheit	FHPT/PE	X	James Thorne	GHP-T/Safety
	Mikhael Ghlin	CM/COE		John Titzer	CTA/Manager
X	Pedro Hurtado	CTA/Mgr.		Larry VanZuldam	FHP-T/PM
	Joseph Jandura	CTP/Sr Scheduling		Stan Walczynski	CM/RE Mgr.
	Jerry Kulmaner	S&J Const/VP		Scott Wheeler	CM/Proj Controls
	Zia Kizilbash	CM/QA Coordinator		Robert Wittmann	CTA/
	Carl Leon	CM/Scheduler	X	Roslyn Woods	CM/COE
X	Hector Macias	PM/CTA	X	Robert Wokurka	PMOC/FTA
	Steve Marcis	FHPT/Jaymor/KMI			

Prepared by Roslyn C. Woods
Issue Date: 12/6/07

Item No.	Date	Item Description	Responsibility	Due Date
Previous Meeting Minute				
1.00	Safety:			
	11/28/07	CM Safety noted one open item at Chicago, baby board work over the street is not done. GC noted that work will be done by 12/4, pending on permit. GC noted at Armitage two of the flagmen turned the slow zone signs, pulled the trips out, and started to leave before the end of shift, leaving construction workers unprotected. GC called Control and Rail. Supervisors turned slow signs back. CM Safety noted this is a serious safety hazard and next time to		
	12/5/07	CM Safety issued a list of open items (see attachment). GC noted that the CH Baby Board work is on the schedule. CM Safety also reminded GC to follow the correct procedure for areas with snow & ice - use sand, no salt. GC to fix deckboard gaps at AR-CM provided photo. CTA to review sandbox placement and relationship to guardrail height-CM provided photo.	GC/CTA	12/12/07
2.00	Administration:			
2.01	Pay Applications -			
	11/28/07	Pencil review for Pay App 19 was held today, 11/28/07 at 9:00 AM.		
	12/5/07	Pay App 19 revision is still with GC.	GC	12/12/07
2.02	Property Passes - Reminded by the CM that all personnel working on CTA must have property passes. The contact person for property pass matters is Theresa Baisden. Her phone number is 312-681-3852.			
	12/5/07	No issues reported.	Information	
2.03	Insurance - Issue 21			
	12/5/07	Updated matrix was posted on 11/6/07.	Information	
2.04	Waste Manifests CM reminded FHP-T that issue 139 will remain open on Pnet for posting of soil remediation documents required by Spec Section 02110. GC delivering Waste Manifests to the CM at the Weekly Progress Meetings.			
	12/5/07	Manifests were delivered at today's meeting.	Information	
3.00	EEO/DBE Utilization:			
3.01	11/30/05	General - FHP-T expressed familiarity with the process; working w/CTA EEO/DBE section.		
	12/5/07	CM noted that ongoing requirements will be tracked via private issue. No new comments.	GC/CTA	
4.00	General Procedures:			

Item No.	Date	Item Description	Responsibility	Due Date
4.01		<u>P-Net Concerns</u> - Training is ongoing as required.		
	12/5/07	No issues reported.	Information	
4.02		<u>Rail Safety Training - RST/Flaggers</u>		
	10/24/07	The contact person for Rail Safety Training is Sarah Villaseñor. Her phone number is 312-681-3811.		
	12/5/07	No issues reported. GC stated all RST is current.	Information	
5.00	<u>QA/QC:</u>			
5.01		<u>General</u> - NCR Log was reviewed. CM Quality audit of GC is scheduled.		
	10/17/07	NCR Log was reviewed. GC noted they are following-up on the rust report at SE.		
	11/28/07	NCR Log was reviewed. NCR 43 was created for anchor bolt. GC is working with K&K on rust galvanizing repairs.		
	12/5/07	NCR Log was reviewed. GC noted that K&K is working on the SE rusted galvanizing repairs.	Information	
6.00	<u>Submittals:</u>			
6.01		<u>Submittals</u> - The Log of Open Submittals was reviewed.		
	11/7/07	GC noted a call was made to the acoustical panel sample supplier. GC also inquired about the color. CTA responded that the color is to match platform stringers.		
	11/14/07	GC noted that the supplier has some samples left and they will be in by end of week. Submittal 347 is overdue with CTA. CTA noted that submittal 349 will be on time. GC confirmed Armitage acoustical panels will be in before station opening.		
	11/28/07	Submittal 347 and 349 was approved. GC noted that the acoustical panel sample will be in by end of week.		
	12/5/07	Submittal Log was reviewed. None were noted as HOT! GC noted that they are still waiting on the acoustical panel - should be in by end of week.	GC	12/7/07
7.00	<u>RFI's:</u>			
7.01		<u>RFI's</u> - The Log of Open RFI's was reviewed.		
	11/28/07	RFI 587 is closed. GC noted that the two new RFIs for Armitage stair 1 and 2 will not be submitted. Foundation work was removed and will be replaced, covered by NCR'S. GC noted RFIS 591, 592, & 593 are HOT!		
	12/5/07	RFI 591 & 592 are closed. GC noted RFI 593 is HOT! GC also advised that a new RFI will be HOT - [7 #600 for Gate at top of AR Stair 2]. CM reminded GC that an RFI is due for the regarding the demo at CHI from 2001-2010.	GC	ASAP
8.00	<u>Utilities:</u>			
8.01-8.04		<u>ComEd/SBC/Cable/Fiber</u>		
	11/28/07	GC noted that Sedgwick AT&T problems resolved on 11/16/07. VMS talking to control still have an open problem to resolve. GC also noted that AR Net POP will start early part of December.		
	12/5/07	CTA/PH to follow-up on VMS at SE, confirm all problems resolved. GC to comment to Issue 401 in response to CTA memo.	GC/CTA	12/12/07
8.05		<u>City Electric /Other Utilities</u>		
	11/28/07	GC noted that BOE installed Sedgwick street light pole. GC also noted the City light fixtures on back order.		
	12/5/07	No new updates.	Information	
9.00	<u>Permits:</u>			
9.04		<u>CDOT</u>		
	11/14/07	GC noted two requests were put in for Chicago and Franklin for southbound only.		
	11/28/07	GC noted Franklin opening is schedule for 12/5/07. GC also noted that there is no CDOT permit for Armitage Stair 1 and 2 work CTA/GC to review. GC noted that CDOT has released GC to proceed with work at Chicago.		
	12/5/07	GC noted Chicago southbound traffic will be open by end of day. CTA will inquire about meeting with GC/CTA/Alderman to discuss AR Stair 1 & 2 - GC will continue to pursue alternate methods to install stairs.	CTA	ASAP

Item No.	Date	Item Description	Responsibility	Due Date
10.00	Change Orders:			
10.01		CO/PCI Log - The Change Order Log was reviewed. CM informed the GC that in order to recommend any T&M work for payment approval, tickets for that work must be provided at the end of the day for CM sign-off.		
	11/28/07	The Change Order Log was reviewed. PCI No. 4 was noted as HQT. Change Order No. 4 is with CM. CM noted that a bi-weekly changes meeting will be held with CM/CTP/Purchasing. CM will coordinate.		
	12/5/07	The Change Order Log was reviewed. New bi-weekly GC/CTA/CM/CTP CO mgs implemented. First meeting held 12/4/07 to identify priorities and required authorization dates. Priorities/Dates noted in CO Log. GC is working with Blazel on PCI 4, price should be end by end of day. PCI 56 CM will revise Bulletin for CH, GC will claim AR. PCI 51 - GC will repost today.	ALL	12/12/07
11.00	Schedule:			
11.01		Schedule		
	11/28/07	Version 3 of September/October update schedule 11/27/07.		
	12/5/07	Same status.	CM	12/8/07
11.02	12/5/07	2-Week Look Back/5-Week Look Ahead - Reviewed line-by-line at meeting. GC stated they may double shift if needed at Armitage to complete work on time for Milestone.	Information	
11.03	12/5/07	Street/Alley Impacts (2-Week Look Ahead) - CTA/CM/GC reviewed.	Information	
12.00	Community Relations/Media Relations:			
	12/5/07	No new updates.	Information	
13.00	New Items:			
13.06	12/5/07	Attendees were asked by the CM to update Issues wherever possible. The Open Issues Log was attached to Minutes. GC/CM will meet to close out Open Issues.	ALL	Ongoing
13.51		Allowance 5		
	11/28/07	CM recommended approval. CTA/PH to provide comment.		
	12/5/07	CTA approved proposal on 11/29/07.	Information	
13.75	10/17/07	Salvage Coordination--Issue 22 Chicago salvage list posted to Web.		
	11/14/07	GC reported on Infill Panels stolen from Chicago Station. Will post to web.		
	11/28/07	GC received police report. GC to post report to Pnet Issue 48.		
	12/5/07	GC posted police report on 11/29/07.	Information	
13.99.Z-8	9/19/07	Chicago Demo Process Plan required.		
	9/26/07	GC noted Chicago Demo Process Plan coming soon.		
	10/3/07	CM is reviewing Process Plan.		
	10/10/07	CM posted Process Plan review comments 10/4/07. GC to post revised ASAP. Brandenburg Pre-Activity scheduled 10.00 A.M. @ site on 10/22		
	10/17/07	A revised Process Plan has been posted. Pre-Activity remains scheduled for 10/22.		
	10/24/07	Meeting held number of issues. GC to revised plan and will post to Pnet by end of day.		
	10/31/07	GC noted that remainder of critical work is scheduled for Chicago after Thanksgiving. GC to provide revised Process Plan with critical lift.		
	11/14/07	Same status. GC stated will post by 11/16/07.		
	11/28/07	Same status. Still with Brandenburg.		
	12/5/07	CM posted comments 11/29/07, GC to respond.	GC	ASAP
13.99.Z-19	10/17/07	CM needs Process Plan for Chicago Erection of Platform Steel, Pre-Activity Meeting may not be needed.		
	10/24/07	GC will upload additional information for Process Plan for Chicago by end of day. (Issue 444)		
	10/31/07	GC provided clarification of statement on 10/25. CM to confirm need for PreActivity.		
	11/7/07	GC will follow-up with S&J and will call CM Safety.		
	11/14/07	GC posted revised Process Plan 11/14.		
	11/28/07	Revised Process plan posted 11/14/07. CM to review.		
	12/5/07	Same status.	CM	12/12/07
13.99.Z-24	10/24/07	CM requested CTA to confirm if sewer release for Chicago Avenue work is ready.		
	11/14/07	CTA/PH to confirm date when drawings will be complete.		
	11/28/07	Same status.		
	12/5/07	CTA/PH waiting on response from City DOWN.	CTA	ASAP

<i>Item No.</i>	<i>Date</i>	<i>Item Description</i>	<i>Responsibility</i>	<i>Due Date</i>
13.99.Z-28	11/14/07	GC to post Matrix of training for SE so staff can be coordinated. CTA needs a minimum 7-day notice.		
	11/28/07	GC will post Matrix for SE by end of week.		
	12/5/07	CTA/PH to post comment to Issue 401, and provide proposed SE training dates/dependent upon department availability.	CTA	12/12/07
13.99.Z-29	11/14/07	CTA requested GC to hold off demo at SE Temp Station. All work on Stair 3 & 4 roofs and drains to proceed.		
	11/28/07	CTA/PH will confirm scope of any changes.		
	12/5/07	GC to create Issue for coordination. GC delivered Platform Gates to West Shops per CTA direction.	GC	12/12/07
13.99.Z-30	11/28/07	CTP/RB noted at 939 Armature the roof is leaking along the south wall. GC will investigate.		
	12/5/07	Repairs in progress. Closed.		
13.99.Z-31	12/5/07	CTA to review P 9 Signs for AR under the historic canopies.	CTA/CM	ASAP
14.00	Customer Feedback:			
	12/5/07	No representatives from Operations or Maintenance/Facilities were present at today's meeting.	Information	
		Next meeting will be Wed 12/12/07 at 10:00 A.M. Location: 2518 N. Lincoln - CM Office		
Please notify the author of the minutes of any corrections and/or clarifications within five (5) business days.				



APPENDIX B

SAMPLE INVOICE

From: SMITH CONSTRUCTION COMPANY
3227 NORTH WESTERN AVE.
CHICAGO, ILL. 60625

Date: February 5, 2010

To: CHICAGO TRANSIT PARTNERS
Attn: Ellen Perez
567 W. Lake Street
9th Floor
Chicago, IL 60661-1498

Contract No. C0000001
Invoice No. ASO1-1
Project No. CTA PM
Bill No. ASO1-1
Billing Period: January 1, 2010
Through: January 31, 2010

Project Title: Professional Program Management Services for
Capital Improvement Program -Annual Service
Order 1

Line	Prime Consultant Costs	Current Invoice	Invoiced to Date
1	Salaries	\$ 7,576.00	\$ 7,576.00
2	Overhead at 115.0% of Line #1	\$ 8,712.40	\$ 8,712.40
3	Subtotal	\$ 16,288.40	\$ 16,288.40
4	Total Profit at 10% of Line 3	\$ 1,628.84	\$ 1,628.84
5	Other Direct Costs	\$ 250.00	\$ 250.00
6	Administrative Fee @ 0% of Line 5	\$ -	\$ -
7	Subtotal	\$ 1,878.84	\$ 1,878.84
	Subconsultant Costs		
8		\$ -	\$ -
9		\$ -	\$ -
10		\$ -	\$ -
11		\$ -	\$ -
12		\$ -	\$ -
13		\$ -	\$ -
14		\$ -	\$ -
15	Administrative Fee @ 0% of Lines 8 thru 14	\$ -	\$ -
16	Subtotal	\$ -	\$ -
17	Due This Invoice - Total (Add lines 3, 7 and 16)	\$ 18,167.24	\$ 18,167.24
		Amount	Percentage
18	Authorized Contract Amount	\$ 1,000,000.00	100.00%
19	Invoiced To Date	\$ 18,167.24	1.82%
20	Available For Invoicing	\$ 981,832.76	98.18%

Project Phase	% of Phase Completed to Date	% of Project	% of Project Completed To Date
Other Costs:			
Reimbursables			
Maintenance Plan			
	Total:		

SMITH CONSTRUCTION COMPANY
3227 NORTH WESTERN AVE.
CHICAGO, ILL. 60625

Invoice No.

1

Contract Number: C0000001
Billing Period: January 1, 2010
Through: January 31, 2010

	<u>TOTAL THIS INVOICE</u>	<u>PREVIOUSLY INVOICED</u>	<u>BILLED JOB TO DATE</u>
Direct Labor	\$ 7,576.00	\$ -	\$ 7,576.00
Overhead @ 115.0%	\$ 8,712.40	\$ -	\$ 8,712.40
Subtotal	\$ 16,288.40	\$ -	\$ 16,288.40
Fixed Fee @ 10%	\$ 1,628.84	\$ -	\$ 1,628.84
Other Direct Cost	\$ 250.00	\$ -	\$ 250.00
Total Amount Due This Invoice	\$ 18,167.24	\$ -	\$ 18,167.24

SMITH CONSTRUCTION COMPANY

Staff Labor Cost Summary (January 1, 2010 Thru January 31, 2010)

INV No. ASO1-1

Employee Name	Position	HOURS		RATE		COST		Total Amount	
		RT	OT	Total Hrs	Reg.	O/T	Reg		O/T
John Smith	Field Engineer	160.00		160.00	\$47.35		\$ 7,576.00	\$ -	\$ 7,576.00
		0.00		0.00	\$ -		\$ -	\$ -	\$ -
		0.00		0.00	\$ -		\$ -	\$ -	\$ -
		0.00		0.00	\$ -		\$ -	\$ -	\$ -
		Sub Total		160.00	0.00		\$ -	\$ 7,576.00	\$ -
HOURS BILLED THIS INVOICE		160.00	0.00	TOTAL AMOUNT		\$ 7,576.00	\$ -	\$ 7,576.00	
GRAND TOTAL									

Page - 1

Invoice No. ASO1-1

B-5



APPENDIX C

SAMPLE CONTRACT ADDENDUM



CHICAGO TRANSIT AUTHORITY

567 West Lake Street
Chicago, Illinois 60661-1498
TEL 312 684-7200
www.transitchicago.com

April 18, 2005

To All Plan Holders

RE: Contract No. C05F1100177587
Brown Line Capacity Expansion Project
Belmont & Fullerton Package
Addendum No. 2

Dear Plan Holder:

Please accept this letter as Addendum No. 2 for the referenced project. The bid opening date is hereby extended to **May 2, 2005 at 11:00 AM**.

We are also including the following document for the referenced contract:

1. Response to Bidder's Questions

Please acknowledge this Addendum No. 2 in the box titled "BIDDERS MUST INSERT ADDENDA NUMBERS HERE - IF ANY" on the appropriate proposal execution page.

Please acknowledge receipt of Addendum No. 2 by signing this letter below and faxing the signed letter to (312) 681-2496.

Sincerely,

Reginald B. Lovelace
General Manager, Purchasing

I hereby acknowledge receipt of Addendum No. 2.

Name: _____ Company: _____

CC: File/wp

PLAN HOLDER'S QUESTIONS
Belmont and Fullerton Stations
Requisition No. C05FH00177687
Specification No. 8058-04

Item No.	Comment	Reply
3	Various "E" drawings illustrate Spec. Section 16050's F.R.E. conduit in sizes, i.e., 3/4", 1", 1-1/4", and 1-1/2", but the attached Champion Fiberglass conduit appears in 2" minimum. Our previously furnished product manufactured by G.E. of Canada was also 2" minimum. Please review the F.R.E. scope of work to accommodate product availability, and then clarify by addendum.	3/4", 1", 1-1/4" and 1-1/2" F.R.E. conduits are available. See page 12 of Champion Fiberglass Catalog. Product availability has been verified by phone with the manufacturer.
6	Item #9.6's retainage reduction was discussed at the 3/22/05 meeting, but if the designated work is accepted and turned over to CTA, can our warranty commence at that time rather than after the respective 1596 calendar day schedule (Belmont) and 1395 calendar day schedule (Fullerton)? Also, after acceptance and as warranty commences, will CTA maintain, clean, furnish and install replacement spare parts or maintenance items, etc.?	Yes. See Addendum No. 3.
7	Spec. section #61110, page #3, item #23 refers to infrared heaters by the mechanical contractor, but spec. section #16852 states they are by us. Please advise what spec. section # and trade furnishes the I.F. heaters.	See Addendum No. 3.
12	Specification item #155001.03J refers to A.F.D.'s by Division #16483, but there is no Division #16483 Specification.	AFD specifications added to Section 15500. See Addendum No. 3.
18	Spec. section #025010 and #025320 refers to both SBC and Ameritech SS fees, but have the SS fees been established with escalation? Also, what are the contact persons' names and phone #'s for CTA, SBC, and Ameritech?	Costs for the NETPOP relocation and reinstallation are covered under Allowance No. 3, Specification Section 01020. Contact names and numbers will be provided subsequent to contract award.
17	Where does page #10 of specification Section #025621's Subway work apply to this bid? Also, what are both CTA's and RCN's phone #'s and contacts for the RCN line work coordination?	Specification Section 025621 modified. See Addendum No. 3.
18	Specification section #025730's paging system refers to a 2 year SBC lease \$ fee. Is this the same \$ fee listed in section #025010? If not, please provide the appropriate names and phone #'s.	Yes.
19	Construction Contract Document Part 2, Article 18.18 "Buy America Clause". Dry type transformers, specification section 18460-3, paragraph 2.02A, lists acceptable manufacturers as Sorgel (Square D), Culler Hammer or approved equal. Both Sorgel and Culler Hammer dry type transformers are presently manufactured in Mexico. Please advise CTA approve equal for these devices, or advise if the CTA has been granted a waiver for these devices.	See Addendum 3.
20	Transient voltage surge protection (TVSS) specification 18671, contract drawings EBE-615 and EFU-615 show integrally mounted TVSS. Specification section 18671-3, paragraph 2.02A lists a Culler Hammer as approved manufacture. This product is currently manufactured in Canada. Please confirm that since this is an integral device to a UL approved assembly that the "Buy America" clause does not apply. If this clause is to be enforced please advise CTA approved equal. Note, due to UL requirements the approved equal device must be located separate from the respective panel and a dedicated 3 pole branch breaker must be added to the panel as a disconnect.	See Addendum 3.
21	Generally, there are four specification sections which require NEMA 12 enclosures for various equipment which are located in the electrical room. Each specification section has different enclosure requirements which should be standardized. Refer to 16075, Interface Terminal Cabinet, 16175, Local Control, 16852, Infrared Heaters, 16991, Control Relay Cabinet.	Specification Sections 16075, 16175, 16852 and 16991 revised to have the same enclosure requirements. See Addendum No. 3.
22	Specification section 16075, Interface Terminal Cabinet, 16075-1, 2, Paragraph 2.01A references NEMA 12 construction, Hoffmann or equal. A.1, A.2 and A.5 specifies 12 gauge stainless steel body with 14 gauge stainless steel door. A.6 specifies breather drain. A.7 specifies bronze grounding stud. Stainless steel is not used for NEMA 12 construction. Stainless steel, NEMA 4X construction with breather drain and grounding stud is normally specified for subway projects where the enclosure is located in tunnels. The following is proposed: Enclosure will be provided as standard Hoffmann, NEMA 12, Bulletin A12, standard 14 gauge body and door, modified for corbin locking handle with CAT 60 key and three point latching as specified. Multicircuit ground bar will be provided. Breather drain will not be provided. Construction will be as supplied on previous CTA projects. Please confirm acceptance of the above.	Specification Section 16075 revised to have the same enclosure requirements with three other spec sections. See Addendum No. 3.
23	Specification section 16175, Local Control Panels, 16175-3, Paragraph 2.01, Materials, D. references Hoffman or equal. D.1 specifies bodies fabricated from 12 gauge sheet steel. Commercial enclosure bodies of the sizes required are fabricated from 14 gauge sheet steel. D.2 specifies doors fabricated from 12 gauge sheet steel. Commercial enclosure doors are fabricated from 14 gauge sheet steel. D.5 specifies that enclosure including door, for indoor applications be 12 gauge galvanized steel. Galvanized steel is not available for commercial enclosures of the type specified. The following is proposed: Enclosure will be provided as standard Hoffman, NEMA 12, Bulletin A12, modified for corbin locking handle with CAT 60 key and three point latching as specified. Multicircuit ground bar will be provided. Construction will be as supplied on previous CTA projects. Please confirm acceptance of above.	Specification Section 16175 revised to have the same enclosure requirements with three other spec sections. See Addendum No. 3.
24	Specification section 16852, Infrared heaters. 16852-2, paragraph 2.01 D.1 references NEMA 12 enclosure only. 16852-3, paragraph 2.03 B.1 references Hoffman A-12. These specifications do not reference corbin locking handle with CAT 60 key and three point latching as per CTA standards. The following is proposed: Enclosure will be provided as standard Hoffman, NEMA 12, Bulletin A12, modified for corbin locking handle with CAT 60 key and three point latching as specified. Multicircuit ground bar will be provided. Construction will be as supplied on previous CTA projects. Please confirm acceptance of above.	Specification Section 16852 revised to have the same enclosure requirements with three other spec sections. See Addendum No. 3.

PLAN HOLDER'S QUESTIONS
Belmont and Fullerton Stations
Requisition No. C05F1100177687
Specification No. 8058-04

Item No.	Comment	Reply
25	Specification section 16991, Control Relay Cabinet. 16991-2, paragraph 2.01A requires two-door NEMA 12 enclosure. Is a single door enclosure as supplied on previous CTA projects acceptable? 2.01A1 requires 12 gauge bodies. Commercial enclosure bodies of the sizes required are fabricated from 14 gauge sheet steel. 2.01A 4 requires hot dip galvanizing. Commercial enclosures are not available hot dipped galvanized nor can they be hot dipped galvanized prior to final product assembly. Warpage affecting NEMA 12 enclosures ratings can not be controlled. Hinge halves are welded to the body and door and although the hinge pin can be removed and the door separated from the body, you can not prevent the hinge barrels from filling with molten metal. This requirement has been taken exception to in the past.	Specification Section 16991 revised to have the same enclosure requirements with three other spec sections. See Addendum No. 3.
25 (cont.)	2.01A 5 requires bronze grounding stud. Multicircuit ground bar has been approved for this enclosure in the past. These specifications do not reference cabin locking handle with CAT 60 key and three point latching per CTA standards. The following is proposed. Enclosure will be provided as standard Hoffman, NEMA 12, Bulletin A12, modified for cabin locking handle with CAT 60 key and three point latching as specified. Multicircuit ground bar will be provided. Construction will be as supplied on previous CTA projects. Please confirm acceptance of above.	Specification Section 16991 revised to have the same enclosure requirements with three other spec sections. See Addendum No. 3.
27	There is no schematic diagram provided for the alarm relay panel and interface terminal compartment. Are these to be developed by the manufacturer from the block diagrams EBE-600, EBE-610, communications drawing COMBE-606 and EFU-609, EFU-610 and communications drawing COMFU-606? Is the kiosk alarm panel eliminated from these stations? Please note that the block diagrams and the Comm RTU SCADA input do not match item to item. In addition, there is a RTU output to the ITC identified as bus holding light. Is this for future provision or are bus holding lights and interface relay to be added to this contract?	Wiring diagram for alarm relay panel added to the Contract Drawings. See Addendum No. 3. Kiosk Alarm Panel does not exist.
28	Specification section 15775 requires heat tracing freeze protection to be supplied. Panel schedule EBE-614 and EFU-614 show that the only heat trace loads are from panel PP-1, elevator #1 and elevator #2 pipe heat tracs. Are these the only heat trace loads? Should these circuits be provided with GFI breakers, per Chicago code? Panel PP-1 also indicates GFI breakers for elevator sill heaters, but does not indicate GFI breakers for future escalator comb heaters. Should these breakers be supplied as GFI type at this time?	These are the only heat trace loads. Circuits for these to be provided with GFI protection. See drawings.
29	Panel designated RS-2 communications room. Should this panel have a main breaker per CTA standards since it is located in a different room than the supply source? Panel schedule does not agree with note communications room layout drawings COMBE-603 and COMFU-603.	Drawings EBE-614 and EFU-614 modified. See Addendum No. 3.
34	Drawing SBE-403 shows 5'-7" for the south stair width at Belmont Station, while drawing ABE-503 gives 6'-1" for the same stair width. Please clarify south stair width.	The 5'-7" dimension is web to web of channel. The channels have 3" wide flanges. 6'-1" is the dimension to the outside flange of the stair stringers. See Addendum No. 3.
37	Please advise on a type of wood that would meet "Buy America".	See Addendum No. 3.
38	Drawing EBE-403 shows dielectric flooring for room M-06. The room finish schedule on ABE-530 shows a concrete floor. Please advise if there is to be dielectric flooring in room M-06. If so, please advise on a specification section. Fullerton drawings similar.	See Addendum No. 3.
39	Are the two rologates at the back of the historic station provided and installed by CTA under the fare collection allowance or regular exit only rologates?	See Addendum No. 3.
40	Detail 2 on ABE-502 shows tactile strips at the top of the stair. Detail 3 on ABE-502 shows grooves in the concrete. Which is correct? Do any of the stairs receive tactile strips?	Detail 3 on ABE-502 is correct. See Addendum No. 3.
41	The door schedule on ABE-531 calls M-13A to be a pair of doors. ABE-103 shows M-13A being a single door. Please advise.	ABE-103 is correct. Drawing ABE-531 changed. See Addendum No. 3.
44	Details 2 and 3 on SBE-402 call for granite treads. Detail 4 on ABE-507 calls for precast treads. Please advise which is correct and the corresponding specification section.	Treads are precast concrete. See Addendum No. 3.
45	Drawing SBE-534 calls out 6'-2 3/4" for the glass plank support width, while drawing SBE-538 calls out 4'-8" and 5'-2 3/4" for the glass plank support width. Please clarify glass plank and support framing dimensions.	The 6'-2 3/4" dimension is correct at Belmont. See Addendum No. 3.
46	Drawing ABE-509, Detail 3, shows the 3/8" closure plate attaching to 3x3 angles, attached to the platform beams. How is the closure plate to be attached to the angles?	See Addendum 3.
47	Sheet SFU-104 shows an extension to an existing footing being constructed at Bent 4143 R for the temporary condition, but the note it refers to indicates that the note is for the type "G" footing which is permanent. Is this a temporary or permanent footing? Are the footings at bents 4130 and 4129 show the symbol for type C but say type G, which are they?	Nomenclature will be clarified. See Addendum No. 3.
48	Specification section 03401 refers to ground mounted barrier. Please confirm that there is only structure mounted barrier.	Specification Section 03401 modified. See Addendum No. 3.
49	Are the sound absorptive panels to be single or double faced? See 03401 2.02 B. and C. Also the specification references texture but none is shown on the plans.	Specification Section 03401 modified. See Addendum No. 3.
50	SFU-602 does not provide details for Columns 4143R1, and 4142R1-4. Please clarify.	See Addendum No. 3.
51	SFU-602 shows #11 bars for the vertical reinforcing in column 5001R4 but no splice length is provided on SFU-544. Please clarify.	SFU-602 revised to indicate 24-#10. Lap lengths for #11 are not required. See Addendum No. 3.
52	Specification section 0901, 1.06, specifies stations not in the current contract for where this specification applies, and does not specify anywhere within the current contract. At which locations does this specification apply to this contract?	Existing cross girders to remain: 4130, 5010, 5128, 6010 and all existing steel surfaces to remain that are damaged during construction. Specification Section 0901 modified. See Addendum No. 3.
54	Specification section 05530 addresses requirements for metal gratings to be installed as a ceiling. Is there any such ceiling grating on this project and, if so, please clarify where ceiling grating is to be installed.	Specification Section 05530 deleted. See Addendum No. 3.
55	Specification 05500 Section 1.05, System Performance Requirements, states that the contractor is responsible for the design of all the metal systems on the drawings. Is it the owner's intent that if the existing design on the drawings are inadequate that it is the contractor's responsibility to improve the design at no additional cost?	Section 1.05 deleted. See Addendum No. 3.

PLAN HOLDER'S QUESTIONS
Belmont and Fullerton Stations
Requisition No. C05F1100177587
Specification No. 8058-04

Item No.	Comment	Reply
56	Drawing ABE-001 states that all stainless steel is to be Type 304, while specification section 05500, section 2.02, specifies all stainless steel to be Type 316 or 316L. Please clarify.	All stainless steel shall be Type 304. Specification Section 05500 modified. See Addendum No. 3.
57	SFU-602 indicates that columns 5002R1 through 5003R4 are type 1; however the remarks on that page indicate these columns are to have added reinforcing shown on SFU 544 which is for type 2. Which type are these? Same question applies for 5133R1 and 5134R1 of Belmont.	4143R1 thru 5001R4 shall be Type 2, other columns shall be Type 1. 5133R1, Type 2. 5134R1, Type 1. See Addendum No. 3.
59	Are the costs of capping and disconnecting utilities for the buildings to be demolished included in the allowance? Is the surface restoration?	See the Bid Documents and Addendum No. 3.
61	Spec section 2110 indicates that locations for special waste will be as indicated on the drawings. No special waste limit is shown on the caisson drawing. Is the entire length to be considered special?	The upper 6'-0" of all material excavated shall be considered special waste. Specification Section 02110 modified. See Addendum No. 3.
66	Are tapered columns to be colored concrete? Must 50% of the cement be white or is the intention to have a consistent color?	Specification Section 03300 modified. See Addendum No. 3.
68	The only rigid insulation shown on the foundation drawings appears to be between the new structures and either the adjacent existing structures or those built in previous phases. Is there no rigid insulation needed on the exterior foundation walls?	Provide rigid insulation at exterior foundation walls at back of house spaces and around the concession. Specification Section 07210 modified. See Addendum No. 3.
70	Drawing ABE-511, Detail 3, shows the connection between the wall panel tube steel and new track stringers. Are the 3/8" plates that attach to the bottom of the track stringers to be field welded to the track stringers, or field drilled into the stringers? Please clarify.	This detail applies to platform stringers only. The connection should be field drilled and bolted. Connections to track stringers are indicated by Detail 8, Dwg. ABE-512. See Addendum No. 3.
71	SFU-141 has several dimension lines near bent 4138R that do not appear to be dimensioning anything - please clarify. Also the lines for the slab edge are missing; is the slab continuous across tracks 1-4 in this area?	See Addendum No. 3.
74	Specification 01350 1.0608 calls for no flagging between Thanksgiving to New Years. Will other CTA trades people (lineman, signman, lawman, etc) be available during this period?	Work that does not require Track Flagging Operations, whether performed by the Contractor or by CTA trades people, is permitted under Specification 01350 1.0608. See Addendum No. 3.
77	Please advise where clock assemblies are to be installed.	There are no clock assemblies. Specification Section 10340 deleted. See Addendum No. 3.
79	Caissons required for Bent 5132R 1-4 (4 ea) & Bents 5008R 4, 4138R 4, & 4139R 1-4 through 4142R 1-4 (22 ea) are not detailed on Sheets SBE 601 & SFE 601. Should they be included in the total Caisson requirement for the project?	The 14 caissons at Fullerton are to be added. We do not end any missing caissons at Belmont. See Addendum No. 3.
80	What gauge should be used on the permanent finer wall thickness for the Owner designed Caissons?	Thickness of the corrugated metal liner is 0.079". See Addendum No. 3.
82	Currently the Authority has two (2) major contracts ongoing adjacent to this project, Dan Ryan Red Line Rehabilitation and The Brown Line Signals. Obviously, these two (2) contracts along with this project must abide by Article 1 Section 28 of the General Conditions "Cooperation Among Contractors". Is this clause in the other two (2) contracts? Additionally, there will be times that this project's schedule will be impacted by limited CTA resources (i.e. flagman, signman, electrician, etc.) that will be busy with the other two (2) contracts. Will the CTA's limited resources be considered an "excusable delay" and will the contractor be compensated monetarily for these delays or will the contractor only be awarded time in the event the CTA does not provide an adequate number of resources for all three projects?	In order to obtain contract language for other CTA contracts, the bidder must contact the CTA's Freedom of Information (FOIA) Officer. In response to the second questions, refer to Part 2, Article 8.2.
84	Will retainage amounts for satisfactorily completed work be released for the contractors work as well as the subcontractors work?	Yes. See Addendum No. 3.
85	Will a Substantial Completion Certificate for the satisfactorily completed work be issued prior to releasing any retainage? If this is the case, has the Authority considered that they could potentially be obligated to issue thousands of Substantial Completion Certificates on a project of this magnitude?	The answer to both inquiries is yes.
96	It is our understanding that eight car trains are used on the Red Line. The Authority states that temporary platforms shall be a minimum of 325 feet. Will this satisfy the requirements for an eight car train or will the temporary platforms need to be longer than 325 feet?	Specification Section 01350 revised. See Addendum No. 3.
97	It states that temporary stairs must be at least 4'-0" in width. Is this wide enough to accommodate passengers passing each other going up and down the same set of stairs or will the Authority require stair widths to be greater than 4'-0"?	Specification Section 01350 revised. See Addendum No. 3.
98	It states that no more than two (2) simultaneous track flagging zones will be permitted at any one given time on this project. If we are erecting steel at Belmont station between two active tracks we will need a slow zone on each track coming into the station. Will each one of these slow zones count independently or will this work area count as one slow zone? If each direction counts as a slow zone, then does this mean we cannot work at Fullerton because our two (2) allotted slow zones are being used at Belmont?	See Addendum No. 3.
100	We understand that the contractor is responsible to examine the construction site prior to bid. For the purpose of estimating, will the contractor be responsible for debris/ditched out vehicles encountered behind the existing stations in the chain link enclosures?	Refer to Part 1, Article 2.3.
108	The Column Schedule for Fullerton Station doesn't match the Track Structure Framing Plan. Please clarify. Column line 4142R is missing from the column schedule. Some of the remarks on the columns schedule appear to be associated with the wrong column lines. The column schedule details 5006R & 5010R columns but they do not appear on the Track Structure Framing plan.	Drawing SFU-602 has been revised. See Addendum No. 3.
109	Concrete Deck Plan sheets SFU-137, -137, and -143 are missing the edge of track slab lines.	Drawings have been revised. See Addendum No. 3.
111	On sheet SBE-131 the total length of the top of the girder 96.083 ft does not agree with the sum of the components, 95.333 ft. Which is correct?	95'-4" is correct. Drawing SBE-131 modified. See addendum No. 3.
116	Section 01500-3.03 A says to locate field offices and storage sheds where assigned by the Authority. Please identify these assigned locations.	See Addendum No. 3.
117	Sections 2041 and 2042 of the contract call for Removing and Reinstalling of the Existing Contact Rail. Sections 16013 and 16600 call to Furnish and install a Contact Rail for the Project. Is it the CTA's intent that the Contractor to provide New Contact Rail?	Provide new contact rail. Specification Section 02041 revised. Section 02042 does not reference contact rail. See Addendum No. 3.
118	What Type of Insulator Chair is to be provided on this job? Project 16602 specifies Blair type but the plans have details for both Blair and Porcelain types?	Blair type insulators shall be used. See Addendum No. 3.

PLAN HOLDER'S QUESTIONS
Belmont and Fullerton Stations
Requisition No. C05F1100177687
Specification No. 8058-04

Item No.	Comment	Reply
120	Is it the CTA's intention to have the contractor relocate the Altgeld Signal house?	The relocation of the Altgeld Signal house has been deleted. See Addendum No. 3.
121	Will it be the contractor's responsibility to relocate the existing signal express cables that are attached to the structure?	See Addendum No. 3.
123	The room finish schedule list room number N02, North Vestibule with a colored concrete floor finish. Structural drawings SBE-109 and detail 5/SBE-517 show a slab depression at the north vestibule. Please clarify the floor finish material for the depressed area and the extent of colored concrete.	See Addendum No. 3.
127	Will the CTA reduce the General Contractors retention proportionately in order that the General Contractor can pay subcontractors in full 14 days after their work is complete?	See Addendum No. 3.
128	Please define, via dimensions, what is considered adjacent?	Adjacent properties are properties that adjoin the parcel that the project is located on, but are not more than 100 feet away from the new right of way line.
138	How long of a work area can one flagger protect before a second flagger is required?	See Addendum No. 3.
142	Drawing SBE-143 references drawing SBE-552 for typical column blockouts in the concrete platform for the canopy columns, which shows a 1-8 1/2" diameter blockout in the platform that is later filled with concrete (see column row 6 on drawing SBE-43). Drawing ABE-106, column row 5, references details on sheet ABE-518, detail 5, which calls for rectangular steel closure plates to fit inside the canopy column flanges to cover the connection plates. These steel closure plates, detailed on sheet ABE-519-7, seem to be called out as typical at platform level with the exception of a few columns that have steel closure plates as detailed on sheet ABE-519, detail 13. Please clarify canopy column blockouts in platform and fill for blockouts between architectural and structural drawings, specifically as to whether concrete fill or steel plates are to be used to fill the blockouts.	Blockouts shown on architectural drawings are correct. Blockouts have been revised and coordinated with architectural drawings. See Addendum No. 3.
143	Drawing ABE-503, Detail 2, has a section drawn through the south stairway, which is shown on sheet ABE-508, Detail 1. Detail 1 on ABE-508, shows a 3/8" closure plate attached to the structural stringers. Noting that the concrete curb shown on this second detail falls at track level, the 3/8" closure plate shown must be attached to the track stringers, while the platform stringers at this location have no such 3/8" closure plate. Please confirm.	Closure plate deleted. See Addendum No. 3.
145	Drawing SFU-149, Detail 1 references perforated metal panels to be shop welded to the purfin assemblies, and that these metal panels are detailed in the architectural drawings. Drawing AFU-113 references perforated steel panels, without showing the extent of the panels or locations. Please clarify limits and locations of perforated metal canopy panels at both Belmont and Fullerton Stations.	There are no perforated metal canopy panels in project. See Addendum No. 3.
148	Please advise where access doors are to be located.	There are no access doors. Specification Section 08310 deleted. See Addendum No. 3.
149	Drawing ABE-109 shows the windbreaks south of the canopy not having a roof. Drawing ABE-114 shows a roof at these canopies. Please advise which is correct. Fullerton drawings are similar.	All windbreaks are labeled "typical", and as such, all will have a roof. See Addendum No. 3.
150	Drawing TFU-105 shows the locations of all fiberglass footwalk and planking to be installed at Fullerton Station, without showing any fiberglass handrail to surround concrete deck openings. It is apparent from the contract that there is no fiberglass handrail required at these stations. Please confirm or clarify.	Handrails are indicated by note 4 on sheets SFU-137, SFU-138, SFU-142, SFU-143, SBE-141 and by note 6 on SBE-135. See Addendum No. 3.



APPENDIX D

SAMPLE BULLETIN, FIELD MEMO, PROCEED ORDER
AND CHANGE ORDER

CHICAGO TRANSIT AUTHORITY

567 West Lake Street
Chicago, Illinois 60661

REQUEST FOR PROPOSAL

BULLETIN NO.	0005	Date:	June 03, 2005
TO:	New Electric Company	Contract No.	(Insert Number Here)
	Attention: John Watt	Specification No.	(Insert Number Here)
		Job Order No.	(Insert Number Here if Applicable)

Contract For: Lewis Junction/Gray Line Signals

- A. This Bulletin is issued to define the scope of revision in drawings and/or specification for a contemplated Change Order. The work required by these revisions shall be in accordance with the general requirements of the original contract documents.
- B. This Bulletin is not a Change Order, and shall not be started without authorization to proceed.
- C. Please prepare and submit in accordance with the conditions of this contract a proposal for the work described. This proposal shall show a detailed breakdown, to include labor, equipment, and material prices of each item. A formal Change Order will be issued after approval by Authority. Your proposal shall include a statement as to the effect this change will have on the completion date.

Description of Change:

Furnish all labor, material, equipment and supervision to effect the following changes to design and construction of the Rockford Relay House, at-grade architectural work and track-level local control panel booth. Note that these changes pertain only to design and construction of the Rockford Relay House.

Specification Section 02800, 2.03:
Not applicable at Rockford.

Specification Section 02810 (CTA Common Specification):
Insert in its entirety.

Specification Section 16801, 1.03.C.7.a:

From: "Provide structural support platform for the relay house. Install relay house at a temporary location under the structure. Temporary location to include foundations, security fencing, and stairway system to the elevated structure. A permanent junction box shall be located at track level to connect all wiring to/from the relay house temporary location. A temporary control panel house at track level shall also be installed on a temporary structure to house a temporary control panel to allow for track level control of the Rockford Interlocking. Upon completion of the guide way structure for tracks 3 and 4 at Mercury Station (constructed by others), the Contractor shall relocate the relay house from at-grade level to a permanent location between tracks 3 and 4. The Contractor shall reuse the junction box to make the permanent wiring connections to the final relay house location.

Once the relay house has been installed and re-tested at its new location, the Contractor shall dismantle and remove to the temporary house foundations, the stairway system and the temporary control panel house and associated structure. The temporary control panel house and all contents (including the control panel) shall be turned over to the CTA."

To: "Install relay house at a permanent location under the structure. The permanent location will include foundations, security fencing, and a stairway system to the elevated structure. Provide the relay house beneath the structure between bents 5015 and 5016 in a location that will not interfere with future access to existing column bases. Stair design and location shall not impact adjacent private property. Desirable stair width is 34-inches; in the event physical constraints preclude the desired stair width, minimum acceptable stair width is 24-inches. Contractor shall

acquire and pay for all required permits. A permanent control panel house at track level shall also be installed on a permanent structure to house a control panel to allow for track level control of the Rockford Interlocking."

Specification Section 16860, 1.01.C:
Not applicable at Rockford.

Specification Section 16801, 1.03.C.7.b:
From: "Provide a new factory-wired local control panel within the new house."
To: "Provide a new factory-wired local control panel within the new track-level control panel booth."

Specification Section 16860, 2.01.A.11:
Not applicable at Rockford.

Specification Section 16860, 2.01.A.13:
Not applicable at Rockford.

Specification Section 16860, 2.01.B:
From: "Cable entrance knockouts in the floor ... cables entering from an underneath access ..."
To: "Cable entrance knockouts in the floor or side ... cables entering from an underneath or side access ..."

Specification Section 16860, 2.02.B.2:
From: "A wall-mounted, stainless steel, rectangular exterior light fixture shall be provided above all relay house doors. This fixture shall be vandal-resistant and UL listed for outdoor use."
To: "Wall-mounted, stainless steel, rectangular cutoff exterior light fixtures shall be provided above the at-grade relay house door and on the each of the other three (3) sides of the relay house. A wall-mounted, stainless steel, rectangular cutoff exterior light fixture shall be provided above the track-level control panel booth door. These fixtures shall be vandal-resistant, and UL listed for outdoor use."

Specification Section 16860, 2.02.F.1:
From: "... furnished with an externally mounted visual and audible maintainer's call. The visual call ..."
To: "... furnished with an externally mounted visual and audible maintainer's call. The maintainer's call light and horn shall be located on the track-level control panel booth, not on the at-grade relay house. The visual call ..."

Specification Section 16860, 2.02.H.1:
From: "An intrusion alarm shall be installed at each entrance to protect against unauthorized entrance to each relay house ... The reset shall be located in the interior of the relay house. The intrusion ..."
To: "An intrusion alarm shall be installed at the at-grade relay house and track-level control panel booth entrances to protect against unauthorized entrance ... The resets shall be located in the interior of the relay house and control panel booth. The intrusion ..."

Specification Section 16860, 2.02.K.1:
From: "One interlocking relay house phone shall be located in the control panel area, and the other phone ..."
To: "One interlocking relay house phone shall be located in the control panel booth, and the other phone ..."

Specification Section 16883, 1.01.A:
From: "... providing new Maintainer's Indication Panels for the signal relay room at Clark Tower and for the signal ..."
To: "... providing new Maintainer's Indication Panels for the signal relay room at Clark Tower, the at-grade relay house at Rockford, and for the signal ..."

Specification Section 16883, 2.03.H:
From: Not applicable at Rockford.
To: A two-position toggle switch shall be mounted on the panel for control of the panel lighting energy. Panel indications shall be active when the switch is in the UP position and extinguished with the switch in the down position. Operation of the lighting on this panel will not be affected by the mode of the interlocking, i.e. AUTO or MANUAL.

Specification Section 16883, 2.03.I:

Add: The size of the maintainer indication panel may be scaled down from that of a full local control panel.

Specification Section 16883, 3.01.A:

Note: Regarding the last sentence ("The track diagram orientation shall agree with the actual track layout and directions."), to comply with this may result in an installation location that is not ideal for viewing by the maintainer. The CTA will consider relaxation of this requirement based on availability of the contractor's panel design and proposed mounting location in the house.

Plans, TCCJ-5186:

From: "2" mesh chain link fence w/ razor wire top. Assembly to extend to underside of stringer, approx. 14' above grade typ."

To: "Ornamental Iron Fence, Type B." CTA Common Drawing CC-406 provides required details.

Plans, TCCJ-5186:

From: Indicated location immediately south of bent 5016.

To: Location between bents 5015 and 5016 that will allow unrestricted access to column bases for future maintenance and repair.

General:

Credit for not relocating the Rockford relay house from at-grade to track-level, including, but not limited to:

- a. Disconnect all cabling from the temporary house location to the track-level junction box.
- b. Pull house from beneath the structure, pick and install at track level with a crane (would have required flagging, possible shutdown/single track, loss of signal system operation on 4 tracks, CTA signal and maintenance forces, etc.).
- c. Reconnect existing cabling to track-level (formerly *permanent*) location.
- d. Retest vital line circuits and local cable connections to ground equipment.

This bulletin would impact topics discussed/resolved at RFI numbers 86, 112, 148, 155, 171, and 172.

Please provide this proposal no later than June 24, 2005.

Initiated by: Jim Signal RE

Very truly yours,

Distribution: R. Lovelace, J. Dalton, G. Zika, R.
Schriks, R. Straubel, M. Crispo, J.
McKelvey, W. Jorgensen, D.
Esposito

CHICAGO TRANSIT AUTHORITY

567 West Lake Street
Chicago, Illinois 60661-1498
(312) 664-7200

FIELD MEMO

FIELD MEMO NO. 12 Date: August 22, 2005
To: Mr. John Watt Contract No. (Insert Number Here)
New Electric Company Specification No. (Insert Number Here)
72 N. Maple Avenue Job Order No. (Insert Number Here If Applicable)
Lisle, IL. 60548

Contract For: Lewis Junction/Gray Line Signals

Gentlemen:

You are hereby authorized and directed to proceed with the work as set forth below, subject to the amount of contract consideration, and the execution of a formal Change Order.

Furnish the labor, material, and equipment and supervision to:

Remove the existing heat tape control cabinets, disconnect the associated wiring, and deliver the cabinets to the CTA as detailed in Bulletin 2, Rev. 1.

The work described in this Field Memo results in a lump sum contract increase in the amount of \$8,431.26. The work under this Field Memo will not extend the contract completion date.

All work to be in accordance with the terms and conditions of your contract and specifications and drawings incident thereto.

It is understood that you cannot be compensated for this work until a formal Contract Change Order is executed.

CM, Project Manager

CTA, Vice President, Capital Construction

CTP, Program Manager

CTA, General Manager, Purchasing

CTA, General Manager, Construction

ACCEPTANCE

We hereby accept the foregoing change and ratify all parts of the subject contract as amended hereby.

Signed - Contractor

Title

Date

CHICAGO TRANSIT AUTHORITY

567 W. Lake Street
Chicago, IL 60661

PROCEED ORDER

PROCEED ORDER NO.	<u>02</u>	Date:	<u>August 24, 2005</u>
TO:	New Electric Company Attention: Mr. John Watt 72 N. Maple Avenue Lisle, IL 60548	Contract No.	<u>(Insert Number Here)</u>
		Specification No.	<u>(Insert Number Here)</u> <u>(Insert Number Here if Applicable)</u>
		Job Order No.	<u>(Insert Number Here if Applicable)</u>

Contract For: Lewis Junction/Gray Line Signals

Gentlemen:

You are hereby authorized and directed to proceed with the work as set for the below, subject to the amount of contract consideration, and the execution of a formal Change Order.

Furnish all necessary labor, material, equipment, plant and insurance to:

Permanently locate the Rockford relay house under the CTA track structure as detailed within Bulletin #5. The permanent location will include foundations, security fencing, and a stairway to the elevated structure.

It is understood and agreed that this Proceed Order work will decrease the contract price by the lump sum amount of (\$56,233.80) and does not extend the overall contract completion date.

All work to be done in accordance with the terms and condition of your contract and the specification and drawings incident thereto.

It is understood that you cannot be compensated for this work until a formal Contract Change Order is executed.

Project Manager, CM

CTA, Vice President Capital Construction

CTP, Program Manager

CTA, General Manager Purchasing

CTA, General Manager, Construction

ACCEPTANCE

We hereby accept the foregoing change and ratify all parts of the subject contract as amended hereby.

Signed - Contractor

Title

Date

Distribution: G. Zika, M. Crispo

CONTRACT CHANGE ORDER

Chicago Transit Authority

Contract No. CO18456

Specification No. Spec ID

Job Order No. JO Number, If applicable

Date: March 27, 2007

Contract Change Order No. CO#0005
Page 1 of 2

☐ Under \$5,000

☒ \$5,000 and Over

Contractor: Contractor Name
Contractor Address - Line 1
Contractor Address - Line 2
Contractor Address - Line 3

Contractor For: Contract Name

Reference: PO #09, PO #10, FM #18,
FM #22, PO #11, PO #12

By this order the Contractor agrees to furnish all labor and materials and perform all services necessary to fully execute the following change to the requirement of the contract documents and specifications:

Item No. 1 -	Proceed Order No. 09 - Changes at station	(\$ 80,522.00)
Item No. 2 -	Finish Installation using CTA Forces	(\$ 32,435.00)
Item No. 3 -	Proceed Order No. 10 - Changes to Relay House	\$ 14,762.00
Item No. 4 -	Field Memo No. 18 - Signage Changes at Station 2	\$ 4,720.00
Item No. 5 -	Field Memo No. 22 - Com Ed Relocation of Service	\$ 3,600.00
Item No. 6 -	Proceed Order 11 - Landscaping Changes	(\$ 6,700.00)
Item No. 7 -	Proceed Order 12 - Platform warming system changes at Station 2	\$ 10,115.00

Change Order continues on next page #2.

CONTRACT CHANGE ORDER

Contract No CO18456, Change Order CO#0005 Page #2, continues from previous page #1.

Acceptance of this Change Order constitutes final disposition of, and compensation for the work described herein, including all claims for time and money.

Except to the extent as described above, this change order shall not, in any other way alter the terms of the contract.

DUE TO THE ABOVE CHANGE:

No Change in Contract Price
(Deduct from Contract Price) \$ (73,060.00)
Add to Contract Price \$ _____

Original Contract Price: \$ 15,270,450.00
Total Price of Previous Change Orders \$ 14,270.00
Revised Contract Price Including this Change Order \$ (58,790.00)

Extension of Contract Time NONE
Previous Completion Date DECEMBER 22, 2008
Revised Completion Date DECEMBER 22, 2008

Approved:
CHICAGO TRANSIT AUTHORITY

By _____
President

By _____
Infraing Department Manager

By _____
Vice President, Purchasing/Warehousing

By _____
Vice President, Capital Investment

Accepted:

GENERAL CONTRACTOR COMPANY NAME

(Contractor)

By _____
(Signature)

FIRSTNAME LASTNAME, MANAGING PARTNER

(Print Name and Title)

Authorized by Ordinance No. _____
Of the Chicago Transit Board. Written in by the signing
CTA Secretary.

Secretary

ATTACHMENT I

QA/QC REQUIREMENTS

[FOR INFORMATION ONLY]

DESIGN CONSULTANT'S QUALITY PROGRAM REQUIREMENTS

I. Development, Submittal, and Acceptance of Design Consultant's Quality Program.

1. Introduction.

Quality is the responsibility of the design consultant (designer). This responsibility includes development and implementation of a Design Consultant's Quality Program (DCQP) for the quality management of all phases of the designer's contract, including design, construction, and post-construction activities as applicable. The DCQP includes the designer's quality manual, the processes employed to satisfy the manual's requirements, and related forms.

Throughout the course of the work, the DCQP will be subject to continual monitoring to assess the effectiveness of the quality processes employed. The designer's implementation of and compliance with its DCQP are subject to review and audit by the Authority. The Authority will pursue its remedies under the contract for the designer's failure to resolve concerns and findings identified during those review and audit activities.

Quality is not solely the responsibility of the designer's quality function; it must be fully acknowledged by all management and support personnel. The designer must communicate, implement, and maintain the DCQP at all levels of its organization. The designer must extend to all participating subconsultants employed by or contractually bound to the designer the requirement to comply with these quality program requirements as appropriate to each subconsultant's scope of work.

2. Scope.

The DCQP must reflect the designer's scope of work and address all quality-related activities and related milestones for the different phases of the project. The requirements in this document reflect those of the Federal Transit Administration's (FTA's) *Quality Assurance and Quality Control Guidelines* (FTA-IT-90-5001-02.1, February 2002) which is available on the Internet [www.fta.dot.gov/office/program/qaqc/index.html]. The Authority has provided these requirements to ensure that designers have sufficient details to develop and implement an appropriate DCQP.

Each of the FTA's 15 elements outlined in the *Quality Assurance and Quality Control Guidelines* and in Section II of this document is potentially applicable to the designer's work scope and must be considered in establishing the scope of the DCQP. The DCQP must clearly identify which of the elements apply to the designer's scope of work. The designer must substantiate conformance to all specified requirements.

3. Design Consultant's Quality Program.

The DCQP must be an internally approved document, signed both by the designer's management representative and by the designer's quality representative, and must carry a revision number and an effective date.

The designer must establish, implement, and maintain an effective DCQP to manage, control, and document design, construction-phase, and post-construction-phase work as required by the designer's scope of services. The DCQP must describe the quality organization in detail and define quality-related responsibilities.

The DCQP must describe the processes used to ensure control and quality for engineering and design work and compliance with contract requirements by the designer. If any of the processes are described in separate procedures, those procedures must be submitted together with the quality manual.

If the content of the DCQP is arranged differently than the order of the FTA requirements shown in Section II, the DCQP must include a matrix that correlates the DCQP's provisions with the FTA requirements.

4. Submittal of Design Consultant's Quality Program.

Within 14 days after the Notice to Proceed (NTP), the designer must submit its internally approved DCQP through the standard submittal process for the Authority's review and acceptance. Quality procedures and forms must be submitted with the manual if they are separate documents.

The designer must submit with the DCQP an organization chart that identifies all proposed quality staff members by name and position title, and the resumes of those candidates, for review and acceptance by the Authority's Manager of Quality Assurance. Acceptance of the proposed quality staff is a prerequisite for acceptance of the DCQP.

If the designer fails to submit its DCQP within the allotted time, or if the submitted DCQP is not accepted by the Authority's Manager of Quality Assurance, the Authority may withhold payments per the contract until the designer furnishes an acceptable plan.

5. Acceptance of Design Consultant's Quality Program.

The Authority's Manager of Quality Assurance is responsible for reviewing and accepting the designer's DCQP and any changes thereto.

6. Proposed Changes to Design Consultant's Quality Program.

As work progresses, the designer must revise the DCQP as appropriate to maintain quality coverage and oversight consistent with the contract. The designer must notify the Authority in writing of any proposed change to the

DCQP. All changes to the accepted DCQP are subject to the review and acceptance process stated in Section I.4 of this document.

7. Subconsultant's Quality Program.

The designer must ensure that each subconsultant employed by or contractually bound to the designer implements and maintains a quality program appropriate to the subconsultant's scope of work that satisfies all relevant aspects of these requirements. The designer must verify the adequacy of each subconsultant's quality program and its implementation. The designer must review and approve all proposed changes to the subconsultant's accepted quality program.

8. Schedule of Activities.

The designer must submit a schedule that describes the required design and checking/review activities, and their respective durations, for each project milestone.

II. General Element Requirements **(FTA's Quality Assurance and Quality Control Guidelines Elements).**

1. Management Responsibility.

- a. The DCQP must include a quality policy signed by senior management for the project.
- b. The DCQP must include an organization chart illustrating lines of authority and the interrelationship of those responsible for executive management, project management, and quality functions. The designer must identify all project quality staff members by name and position title.
- c. The DCQP must identify the responsibilities of the quality organization by position title.
- d. The designer must submit the resumes of all quality organization members for review and acceptance by the Authority's Manager of Quality Assurance. Individuals with responsibility for quality must be qualified on the basis of training, education, and experience. The Authority reserves the right to reject any candidate whose resume does not show education, training, or experience appropriate for the project.
- e. Quality organization members must not be assigned concurrent duties that would negatively impact their ability to monitor quality on this project.
- f. The designer must assign a qualified quality representative to this project who will direct the designer's quality organization, implement and administer the DCQP, and have the authority to act in all quality matters for the designer. The quality representative must not have concurrent design duties on this project.
- g. The designer must submit any proposed changes to the designer's quality organization as a revision to the DCQP, subject to review and acceptance by the Authority's Manager of Quality Assurance.
- h. In order to ensure the independence and authority of the quality function, the designer must establish and describe the process for escalating quality issues beyond the project level should that become necessary.
- i. The designer's management must conduct periodic evaluations of the suitability and effectiveness of the implemented quality system to ensure that all requirements stated in the designer's DCQP are fulfilled.

2. Documented Quality System.

- a. The designer must establish and describe processes for meeting the commitments stated in the DCQP, either within the body of the quality manual

or in separate procedures. These processes must address the 15 DCQP elements described in Section II and include all relevant forms.

- b. Whether the processes are described within the DCQP or in separate procedures, the designer must document the processes according to the following:
 - 1) Purpose: Reason why the process is being implemented.
 - 2) Scope: Boundaries of the process; i.e., to whom or to what the process applies.
 - 3) Definitions: Explanation of words or terms used to describe the process that are not self-explanatory.
 - 4) Process: The sequence of required actions to be performed and the position titles of the persons responsible for performing those actions.
 - 5) Attachments: Documents and/or related materials that are needed for the process such as forms, templates, and flow charts.
 - 6) References: Documents referred to for standards to be followed in relation to the process as well as for information and background.
 - 7) Required Records: The forms or other documents that must be completed to document the process.
- c. The designer must address all quality-related activities and related milestones for the different phases of the project.
- d. The designer must conduct a periodic review of the DCQP to ensure the current applicability and compatibility of interfacing processes.
- e. The designer must make available to project staff the processes applicable to their duties and ensure that those individuals understand how the processes affect their responsibilities.
- f. Where new or revised techniques are used to implement the scope of work, the designer must review and update the DCQP as needed to reflect the new process. The designer must submit the updated DCQP for review and acceptance by the Authority as stated in Section I.4.

3. Design Control.

- a. The designer must establish and describe the processes used for controlling the design to ensure that the design meets specifications and satisfies the Authority's requirements. Design control should include, but is not limited to, the following:

- 1) Ensuring that design requirements are understood
 - 2) Controlling design input
 - 3) Controlling design output
 - 4) Planning design interfaces
 - 5) Planning and executing design verification activities
 - 6) Controlling design changes through project completion
- b. The designer must identify the following:
- 1) Design and development activities and responsibility for those activities
 - 2) Organizational interfaces between groups producing and commenting on the design
 - 3) Information to be documented, transmitted, and reviewed regularly
 - 4) Responsibility for quality assurance of the design
 - 5) Responsibility for approval of the design
- c. The designer must prepare a schedule that describes the required design and checking/review activities, and their durations, for each project milestone.
- d. The designer's design review process must include reviews for constructability, operability, and maintainability.
- e. The designer must establish and describe the process for precluding the use of unverified design data. The designer must complete design verification or qualification testing prior to the use of design data for subsequent design input, procurement, manufacture, or installation
- f. The designer must establish and define the responsibilities of the design team to ensure independent checking and verification of design documents. The designer must identify by name and position title the individuals responsible for design preparation, design checking, and verification of various types of design documents, including those prepared by subconsultants, prior to submittal to the Authority.
- g. The designer must establish and describe the processes for qualification testing to verify and validate acceptability of design features. The designer must test prototype equipment under conditions that simulate the most adverse operating conditions, including environmental conditions under which the equipment would operate in extreme emergency circumstances.

- h. The designer must establish and describe the processes for configuration control, including the following:
 - 1) Unique identification of individual drawings by number, title, and revision status
 - 2) Standard specification format, with each paragraph numbered
 - 3) Drawing lists including all drawings and their numbers, titles, revision status, and approval dates
 - 4) Control of changes to approved drawings or specifications, including the processes for implementation, review, and approval of changes
- i. The designer must ensure that contract documents, including those prepared by subconsultants, include references to relevant standards; drawings; specifications; process requirements; inspection and testing criteria and instructions; and approval criteria for materials, processes, and product.
- j. The designer must ensure that contract documents, including those prepared by subconsultants, clearly identify all required submittals.
- k. The designer must ensure that requirements for design control by the contractor are included in the contract documents, including those prepared by subconsultants, if the contractor has responsibility for design.
- l. The designer must maintain design records, including those prepared by subconsultants, to support the basis and activities of the design process and to provide evidence of the acceptability of the design and continued configuration.
- m. The designer's contract and procurement documents must require the designer's subconsultants to implement measures for design control.
- n. The designer must validate all non-commercial and proprietary computer-aided design software using input data with known results or by manual calculations. Validation of such computer software programs must be performed by qualified technical personnel and must be documented. A validated non-commercial or proprietary computer software program must be revalidated following any change to the program.

4. Document Control

- a. The designer's document control processes must reflect the use of the Authority's web-based project management system.
- b. The designer must establish and describe the processes used for scheduling and managing designer and subconsultant submittals.

- c. The designer must establish and describe the processes for controlling the distribution of documents and data for activities affecting the quality of the work.
- d. The designer must establish and describe the processes for ensuring that the latest approved design input data are available to begin the design effort and that any changes to the approved specifications are made available to those responsible for incorporating the changes into the design.
- e. The designer must establish and describe the process for eliminating obsolete documents from each work location and for ensuring that any superseded documents retained for the record are clearly identified as such.
- f. The designer must establish and describe the process for ensuring that changes to documents are documented in writing, that records must reflect all changes, and that changes are distributed promptly to all locations. Whenever possible, the designer should ensure that changes to documents and data are reviewed by the same authorized personnel who reviewed and approved the original documents.
- g. The designer must establish and maintain a log of controlled documents enumerating the current revision of each document, to whom it was distributed, and when it was distributed.
- h. The following are examples of documents requiring control. This list is not intended to be all-inclusive.
 - 1) Design input
 - 2) Drawings
 - 3) Specifications
 - 4) Quality assurance program and processes
- i. The designer must establish and describe the process for ensuring that the contract documents, including those prepared by subconsultants, address requirements for document control by the contractor, including the use of the Authority's web-based project management system.
- j. As appropriate, the designer's contract and procurement documents must require subconsultants to implement measures for the control of documents.

5. Purchasing.

- a. The designer must establish and describe the process for ensuring that services are procured only from sources capable of meeting the requirements of the contract and procurement documents. The designer must evaluate subconsultants under consideration on the basis of the following:

- 1) Technical competence as evidenced by professional qualifications and experience of the firm and committed personnel
 - 2) Past performance on related or similar projects
 - 3) Familiarity with FTA guidelines and other applicable codes and standards
 - 4) Current commitments of the firm and key personnel
 - 5) Safety and criticality of the project and activity
- b. The designer must establish and describe the processes for ensuring that subconsultant services comply with all quality requirements specified for the designer.
 - c. The designer must establish and describe whether subconsultants may adopt and implement the designer's quality program or whether they will use approved, in-house quality programs appropriate to their scope of work and meeting all applicable codes, standards, specifications, and guidelines. The designer must record which quality plan is being followed by each subconsultant.
 - d. The designer must establish and describe the process for verifying that a subconsultant quality program, and any revisions thereto, used to control work on the project complies with these requirements. If a subconsultant adopts the DCQP, the designer must describe the process for ensuring that subconsultant personnel are made aware of and trained in the DCQP's requirements and any changes thereto.
 - e. The designer must document all subconsultant evaluation and procurement control activities.
 - f. The designer must establish and describe the process for ensuring that contract or procurement documents for subconsultant services extend to the subconsultant all quality program requirements described in this document.

6. Product Identification and Traceability.

- a. The designer must establish and describe the process for ensuring that the contract documents, including those prepared by subconsultants, include requirements for product identification by the contractor to prevent the use of incorrect or defective items and to ensure that only correct and acceptable items are used or installed.
- b. The designer must establish and describe the process for ensuring that the contract documents, including those prepared by subconsultants, include requirements for product traceability to a particular supplier, purchase order, test report, warranty, and location in the final project.

7. Process Control.

- a. The designer must establish and describe the process for ensuring that the contract documents, including those prepared by subconsultants, include requirements for the contractor to control the processes that affect quality and reference the appropriate standards.
- b. The designer must establish and describe the process for ensuring that the contract documents, including those prepared by subconsultants, include requirements for the control of special processes by the contractor and reference the appropriate standards.
- c. Special processes include painting, specialized installations, welding, nondestructive testing, and heat treating. Control of special processes must include the following:
 - 1) Special processes must be performed only by qualified and certified personnel. Certifications must be current and appropriate for the special process being performed.
 - 2) Each special process must be qualified. The material and equipment used to perform the special process must be qualified, properly controlled, and maintained.
 - 3) Inspectors of special processes must be properly qualified and certified, and their certifications must be current.
 - 4) Work involving special processes must be identified, planned, and performed in the proper sequence under controlled conditions according to the referenced standards.
 - 5) Work involving special processes must be performed using written procedures or work instructions.
 - 6) Work involving special process must be continuously monitored where inspection after the fact will not reveal deficiencies.

8. Inspection and Testing.

- a. The designer must establish and describe the process for ensuring that the contract documents, including those prepared by subconsultants, include requirements for testing and inspection by the contractor.
- b. The designer must establish and describe the process for ensuring that contract documents, including those prepared by subconsultants, indicate the types of inspections and tests required, the standards to be achieved, the relevant acceptance criteria, and the records required.

9. Inspection, Measuring, and Test Equipment.

The designer must establish and describe the process for ensuring that contract documents, including those prepared by subconsultants, include requirements for the contractor to control inspection, measuring, and testing equipment.

10. Inspection and Test Status.

The designer must establish and describe the process for ensuring that contract documents, including those prepared by subconsultants, include requirements for identification of inspection and test status by the contractor.

11. Nonconformance.

- a. The designer must establish and describe the processes for identifying, recording, controlling, and resolving nonconforming items.
- b. The designer must document nonconformances and their disposition on appropriate forms and monitor their status by maintaining logs or by computer tracking. The designer's nonconformance report form must provide for identification of the root cause and proposed corrective action for the nonconforming condition and must include the following potential dispositions of the nonconforming work:
 - 1) Reject
 - 2) Rework
 - 3) Repair
 - 4) Use-as-is
- c. The designer must promptly identify and segregate nonconforming design items.
- d. The designer must establish and describe the process for notifying activities affected by the nonconforming work both of the nonconformance and of its disposition.
- e. The designer must establish and define responsibility for initiating nonconformance reports and for reviewing and resolving nonconforming work. Personnel performing evaluations to determine compliance and disposition must have demonstrated competence in the specific area of interest, an adequate understanding of the requirements, and access to pertinent background information.
- f. The designer must ensure that proposed dispositions of "Repair" or "Use-as-is" are justified, documented, and evaluated to ensure the validity of the

design, are reviewed by the designer of record, and are accepted by the Authority.

- g. The designer must ensure that no nonconforming work is used as the basis for additional work until a disposition has been approved and corrective action has been implemented and verified and preventive measures to be taken to prevent recurrence of the nonconformity.
- h. The designer must ensure that applicable design documents are revised to reflect all changes resulting from resolution of nonconformances. Whenever possible, changes must be reviewed and approved by the same design organization that reviewed and approved the original design.
- i. The designer must investigate the root cause of each nonconformance and take appropriate corrective action to prevent recurrence.
- j. The designer must establish and describe the processes for ensuring that contract or procurement documents include requirements for control of nonconforming work by subconsultants.

12. Corrective Action.

- a. The designer must establish and describe the processes for corrective action that provide for the following:
 - 1) Identifying and documenting the root cause for conditions or items that require corrective action
 - 2) Identifying and documenting the corrective action to be taken
 - 3) Ensuring implementation and effectiveness of corrective actions
 - 4) Initiating preventive actions to prevent recurrence of the same or similar problems
 - 5) Analyzing processes to detect and eliminate potential causes of nonconformance
 - 6) Implementing and documenting changes resulting from corrective actions to ensure that processes are amended appropriately
- b. The designer must establish and describe the process for ensuring that its contract and procurement documents include requirements for corrective action by subconsultants.
- c. The designer must establish and describe the process for ensuring that contract documents, including those prepared by subconsultants, include requirements for corrective action by the contractor.

13. Quality Records.

- a. The designer's records management processes must reflect the use of the Authority's web-based project management system.
- b. The designer must establish and describe the processes for producing and controlling quality records and for capturing records produced by its subconsultants.
- c. The designer must establish and describe the process for ensuring that quality records are complete, legible, accurate, and retrievable. Records must identify the activity involved, the person who created the record, and the date of the record.
- d. The designer must identify the records to be maintained as evidence that its activities and those of its subconsultants comply with the requirements of the DCQP.
- e. The designer must establish retention periods for all project records.
- f. The designer must keep quality records in a suitable environment to prevent deterioration, damage, and unauthorized access.
- g. The designer must establish and describe the process for ensuring that contracts and purchasing documents for subconsultant services include requirements for control of quality records.
- h. The designer must establish and describe the process for ensuring that the contract documents, including those prepared by subconsultants, identify records required to be compiled by the contractor.

14. Quality Audits.

- a. The designer must establish and describe the processes for conducting both internal and external audit activities.
- b. The designer's audit program must provide for the following:
 - 1) Scheduling of audits.
 - 2) Internal audit of all designer quality plan elements to verify implementation and effectiveness. The auditor should be independent of the specific activity being audited.
 - 3) External audit of all subconsultants to verify the implementation and effectiveness of their approved quality plans.
 - 4) Formal report of audit results to management of the audited organization.

- 5) Formal documentation of audit findings and resolutions.
- 6) Follow-up as necessary to ensure prompt and acceptable responses to any audit findings.
- 7) Closure of individual findings, and the audit.
- c. The designer must document all audit activities, including the specific objective evidence relied upon by the auditor to determine acceptability or unacceptability.
- d. The designer must follow up to verify implementation and effectiveness of corrective actions for audit findings.
- e. The designer must establish and describe the process for ensuring that its contract and procurement documents include appropriate requirements for its subconsultants to conduct quality assurance compliance audits.

15. Training.

- a. The designer must establish and describe the processes for ensuring that project participants are properly qualified and trained. All training must be conducted by qualified instructors.
- b. The designer must provide training in the requirements of the designer's DCQP for all personnel affecting quality.
- c. The designer must make provisions for retraining of personnel when a process is changed.
- d. The designer must ensure that any new personnel joining the project team are appropriately trained in the DCQP.
- e. When a subconsultant is following the designer's DCQP, the designer must ensure that the subconsultant's project team is appropriately trained in the designer's DCQP.
- f. The designer must ensure that all personnel on the project team are appropriately qualified on the basis of education, training, and/or experience.
- g. When formal certification is required, the designer must ensure that an individual is appropriately certified and that the certification is current.
- h. The designer must ensure that all personnel have adequate understanding of the project requirements commensurate with their responsibilities.
- i. The designer must maintain records of qualifications and certifications and of all quality-related training provided.

- j. The designer must establish and describe the process for ensuring that its contract and procurement documents include requirements for subconsultants to train and certify their personnel as appropriate.
- k. The designer must establish and describe the process for ensuring that the contract documents, including those prepared by subconsultants, include requirements for training and certification.

16. Construction-Phase Services

- a. The designer must establish and describe the process for reviewing contractor submittals.
- b. The designer must establish and describe the process for reviewing requests for information (RFIs).
- c. The designer must establish and describe the process for reviewing nonconformance reports and the dispositions and corrective actions proposed by the contractor.
- d. The designer must establish and describe the process for reviewing as-built drawings.

END OF DESIGN CONSULTANT'S QUALITY PROGRAM REQUIREMENTS

ATTACHMENT J
BLANK CONTRACT FORMAT
[FOR INFORMATION ONLY]

Requisition No.

PROFESSIONAL CONSULTING SERVICES AGREEMENT

between

and

CHICAGO TRANSIT AUTHORITY

for

Funding:

Job Order:

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Exhibit III	Resumes of Key Personnel
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Exhibit V	Manual of Procedures
Exhibit VI	DBE Requirements Disadvantaged Business Enterprise Special Conditions Completed DBE Forms
Exhibit VII	Disclosure of Ownership
Exhibit VIII	Certification of Primary Participant Regarding Debarment, Suspension, and other Responsibility Matters
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Exhibit X	Certification of Restriction on Lobbying
Exhibit XI	Certification of Drug Free Workplace
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Exhibit XIII	LIQ Response

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

For

THIS AGREEMENT entered into as of the ____ day of _____, 2012, by and between the Chicago Transit Authority, a Municipal Corporation of the State of Illinois, hereinafter referred to as the "Authority"; and:

professional engineering and architectural consultants authorized to do business in the State of Illinois, hereinafter referred to as the "Consultant".

RECITALS

WHEREAS, the Authority requires certain professional engineering services for the Work as hereinafter defined; and

WHEREAS, the Consultant warrants and represents that it 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 which are to be kept and performed by the parties hereto, it is mutually agreed by and between the parties as follows:

ARTICLE 1. INCORPORATION OF RECITALS

The above recitals are expressly incorporated in and made a part of this Agreement as though fully set forth hereinafter.

ARTICLE 2. DEFINITIONS

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

"Agreement" means this professional consultant services agreement, including all exhibits or documents attached hereto and/or incorporated by reference herein, and all amendments, modifications, or revisions made in accordance with the terms hereof.

"Authority" or "CTA" means Chicago Transit Authority, a municipal corporation created pursuant to the Metropolitan Transit Authority Act for public ownership and operation of a transportation system in the metropolitan area of Cook County, Illinois.

"Board" means Chicago Transit Board.

"Claim" means notification to the CTA User followed by substantiated documentation that the Consultant believes it is entitled to additional monies and/or time for services performed beyond the scope of work.

"Consultant" means, a duly organized and existing under the laws of the State of Illinois, and authorized to do business under the laws of the State of Illinois, and such successors or assigns, if any, as may be authorized by the terms and conditions of this Agreement.

"Cost plus fixed fee" means a cost reimbursement contract that provides for payment to the architect-engineer of a negotiated fee that is fixed at the inception of the contract. The fixed fee shall not vary with actual cost, but may be adjusted as a result of changes in the work to be performed under the contract, such as change orders and amendments.

"Days" means calendar days as defined by the standard calendar year unless otherwise expressly noted herein.

"Deliverables" means all required submittals, work product, materials, documents, drawings, magnetic media and reports, including all underlying information, data research, and statistics to be provided to the Authority at regular review points and at the completion of the work as expressly noted herein or as may be required by the Authority.

"Directive Order" means a written letter issued by the General Manager, Purchasing to the Consultant which describes the scope of work required to be performed and the time frame in which it must be completed.

"Dispute" means the Consultant contests the CTA User determination regarding its claim and wishes to submit its claim to the CTA Purchasing Department for final determination

"Key Personnel" means those job titles and the person assigned to those positions in accordance with the provisions of Section 6.1 of this Agreement.

"Notice-to-Proceed" means written authorization by the Purchasing Agent for the Consultant to commence its respective services.

"Project" means the preparation of contract documents for specific projects identified in each individual Task Order.

"Project Manager" means the Authority's Project Manager.

"Purchasing Agent" means for this contract the Vice President, Purchasing and Warehousing for the Chicago Transit Authority and/or the General Manager, Purchasing. The Purchasing Agent has sole authority for all contract matters involving additional time and money.

"Services" means, collectively, those necessary to complete the Work, including without limitation those services, and such additional services as may be directed by Authority, to be provided by the Consultant in accordance with the terms and conditions of the Agreement and exhibits hereto including any supplements, modifications or amendments hereto, and any work functions reasonably necessary in order to complete such Services.

"Subconsultants" means those firms and individuals selected by the prime Consultant to perform certain functions under contract with the prime Consultant, as identified pursuant to Section 19.3 of this Agreement.

"Subcontracts" means those contracts entered into by the prime Consultant with Subconsultants in order to perform, directly or indirectly, its Services under the Agreement.

"Submittals" means one category of Deliverables. See the definition for "Deliverables".

"Task Order ("TO") means a service to be performed by the Consultant. Each task order will normally cover a specific task, a single product or study. The scope and budget of each task order are subject to approval of the CTA. The word "Assignment" shall mean task order.

"Work" means the Scope of Services (Exhibit I).

"Work Schedule" means that schedule submitted to and approved by Authority for the completion of those tasks necessary to complete the Work, as may be amended from time to time subject to the written approval of the Authority.

ARTICLE 3. DUTIES AND OBLIGATIONS OF THE CONSULTANT

3.1 The Project

a. Project Description

The description of the Project contained herein below 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.

b. Project site

Location(s) as identified in Exhibit I Scope of Services.

c. Role of the Consultant in the Project

It is the intention of the Authority in retaining the Consultant that the Consultant prepare professional quality Deliverables.

The Consultant hereby warrants and represents that it understands the intended role of the Consultant in the Project as set forth herein and assumes all responsibilities thereunder by its execution of this Agreement. The Consultant further warrants and represents to the Authority that it shall cooperate with the Authority in the performance of its services hereunder including without limitation Authority's officials, employees, agents, and all other interested parties.

d. Role of the Authority in the Project

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

3.2 Standard of Performance

The Consultant shall perform all Services required of it under the terms and conditions of this Agreement 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 described herein. The Consultant shall use its best efforts to assure timely and satisfactory completion of its Services. The Consultant shall at all times act in the best interest of the Authority, consistent with the professional and fiduciary obligations assumed by it in entering into this Agreement. The Consultant shall perform all Services under this Agreement in accordance with the terms and conditions of this Agreement and to the reasonable satisfaction of the Authority.

All Services to be performed by the Consultant which require the exercise of professional skills or judgment shall be accomplished by professionals licensed to practice in the applicable professional discipline in the State of Illinois. The Consultant shall remain responsible for the professional and technical accuracy of all Services or Deliverables furnished under the Agreement.

When the Scope of Services of this Agreement requires the Consultant to prepare reports, procedures, manuals or other Project-related items of a similar nature, the Consultant understands that such items must receive the Authority's review and approval prior to their use in the Project. All Deliverables shall be prepared in a form and content satisfactory to the Authority and shall be delivered in a timely manner consistent with the established Work Schedule.

In the event the Consultant fails to comply with the standards specified in Article 3.2 of this Agreement, the Consultant shall perform again, at its own expense, any and all of the Work which is required to be re-performed as a direct or indirect result of such failure. Notwithstanding any review, approval, acceptance, or payment for any and all of the Services by the Authority, the Consultant shall remain responsible for the professional and technical accuracy of all of the Services and Deliverables, as defined herein and furnished under this Agreement. This provision shall in no way be considered as limiting the rights of the Authority against the Consultant either under this Agreement, in law or in equity.

3.3 Scope of Services

The Consultant shall perform all services required and carry out in a satisfactory manner, as reasonably determined by the Project Manager or designated representative, the following services on matters pertaining to the Project:

- a. All services specified by Exhibit I to this Agreement.
- b. All services required to produce the Deliverables specified by the Contract Deliverables Schedule, Attachment C of Exhibit I.

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 the Authority.

Such partial or incomplete Deliverables may not be considered as satisfying the specific submittal requirements as set forth herein. Partial or incomplete Deliverables shall in no way relieve the Consultant of its schedule or cost commitments hereunder.

- c. Meetings

The Consultant shall meet with Authority's representatives on a regular basis throughout the term of the Agreement, to inform the Project Manager regarding the status of the Work, including without limitation, resolved and unresolved issues, schedules, costs, recommendations and any other appropriate items. The Consultant shall submit a written status report to Authority's Project Manager no less than monthly summarizing the status of the Work, Work Schedule and cost and outlining all other appropriate issues.

The Consultant shall further attend such meetings with representatives of the Authority and other interested parties as may be required in connection with the Work. The Consultant shall be responsible for the preparation of minutes documenting the Consultant's understanding of all such meetings. Copies of such minutes shall be distributed by the Consultant to interested parties in accordance with directions of the Authority's Project Manager or his designated representative.

3.4 Term of Services – Schedule

The term of services is three years from the date of this contract with two one year options.

ARTICLE 4. SCHEDULE

4.1 Mobilization

The Consultant shall commence its Services immediately upon receipt of the written Notice-to-Proceed issued by Authority.

4.2 Schedules

The Consultant shall, within fourteen (14) days after receipt of the Notice-To-Proceed, develop and deliver to Authority for its review and approval a plan which shall indicate in detail its proposed schedule for the completion of the Work (the "Work Plan"). Such Work Plan shall be consistent with estimated schedule for the Project ("Project Schedule") see Article 3.4. If the Consultant's proposed Work Schedule is unsatisfactory, in the sole opinion of Authority, the Consultant shall revise all or any portion of the Work Schedule to the Authority's satisfaction.

4.3 Time is of the Essence

Time is of the essence in the Project. The Consultant shall commence its Services immediately upon Notice-to-Proceed and shall diligently prosecute the Work to completion. The Consultant shall use its best efforts to complete the Work on or ahead of the Work Schedule established in accordance with Section 4.2 hereof.

ARTICLE 5. PAYMENT

5.1 Basis of Payment

The Authority will pay the Consultant for the Services performed under the Agreement as follows:

- a) This is a "Cost plus fixed fee" Agreement. Costs shall be determined on the basis of direct labor costs, overhead and burden plus reimbursables included as Exhibit II (as shown on the Cost & Price Analysis Sheets).
- b) The CTA will pay the consultant for the services performed under the Agreement as negotiated and specified in each Task Order, as the case may be. Further a limitation of funds will be included in each Task Order which cannot be exceeded without prior written approval by the General Manager, Purchasing.

A salary rate schedule for personnel is set forth in Exhibit I, Attachment A. The Consultant shall be paid only actual labor rates for services provided pursuant to this Agreement within the salary ranges shown on Exhibit I. Any changes to the salary range schedule must be approved in writing by the Purchasing Agent before becoming applicable to this Agreement. Adjustments to individual salary rates and company salary ranges shall only be allowed once per year. In addition, the Authority shall not pay more than \$70 per hour for any person unless the Consultant obtains written approval from the Purchasing Agent. The Consultant shall provide the Purchasing Agent with documentation to support the reasonableness for all reimbursable individuals whose salaries exceed \$70/hour.

The Consultant will complete the Services in Exhibit I, Scope of Services, as described and in accordance with the manpower and budget estimate agreed to in each Task Order. Any changes to this manpower and budget estimate must be approved in writing by the General Manager, Purchasing.

c) Overhead and Burden Rates -

Provisional overhead and burden rates shall be used for billing purposes initially. All provisional overhead and burden rates shall be replaced with audited rates in accordance with federal cost principles (FAR Part 31) through audits performed by certified independent accountants as arranged and paid for by the firm being audited. Audited rates shall be submitted annually during the term of the contract. Annual audited rates shall be submitted through the Consultant to the Authority's Purchasing Agent within six months of the end of each firm's current fiscal year. Upon written approval of the Authority, the audited rates will be used to adjust overhead billed for work performed during the Consultant's and Subconsultant's fiscal year upon with the rate is based. The rate will then be used as the provisional rate going forward until the next year's rate is approved. Overhead billed for the final contract year will be based on the rate approved for the previous year.

The Authority, in its sole discretion, reserves the right to waive the requirement for a FAR compliant audit for a specific year, where the Authority has determined that there is good cause. This applies only to Subconsultants and must be requested in writing through the Consultant to the Authority's Purchasing Agent within three (3) months of the end of the Subconsultant's fiscal year. Good cause is intended to cover a financial or other hardship that would befall a Subconsultant, if the FAR compliant audit were required. If the Authority 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). The Authority will perform a review of this rate and reserves the right to perform and 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 Authority's Purchasing Agent. The Authority 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 Authority'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 Authority reserves the right to withhold overhead and burden payments from any firm which fails to provide the Authority with an acceptable audited rate or other documentation required by the Authority, until such time as an acceptable audit or other required documentation is received and approved, in writing, by the Authority.

In addition, the contract value may be adjusted in accordance with the approved overhead and burden rate. The fixed fee dollar amount will not be changed in any way through the overhead adjustment process stated in this section 5.1(d). Any amounts paid to any employee in excess of the Authority approved salary rate or hours shall be the sole responsibility of the Consultant and shall not be passed onto the Authority in any manner including but not limited to increases in the overhead rate.

The following rates will be in effect as provisional rates for the first six months of the contract term:

<u>Consultant</u>	<u>Provisional Rate</u>	<u>Fiscal Year(s) for Audit</u>
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The following overhead and burden rates have been accepted by the Authority and shall be used for the term of this Agreement:

<u>Audited Established Rate(s)</u>

d) Profit or Fee

The profit or fee for each assignment will be negotiated individually based on the type of work.

e) Cognizant Agency Audited Rates:

As required by FTA Circular 4220.1F, (page VI-13, Rev 04/14/09) if the Consultant and/or subconsultants have FAR indirect cost rates established by a cognizant Federal or State government agency, and if those rates are not currently under dispute, then such audited rates will apply for one year applicable accounting periods. Consultant agrees to provide such rates to the Authority. Consultant also agrees to require its subconsultants to provide such rates to the Authority if such rates have been established for the subconsultants.

5.2 Method of Payment; Invoices

The Consultant shall submit to the Authority once each month, an itemized invoice on forms furnished by the Authority. The invoice shall be for Services completed during the invoice period including all subconsultants costs and direct expenses for the period. Payment will be made in full on the basis of approved invoices and supporting documentation.

5.3 Criteria for Payment

Cost and expenses paid to the Consultant shall be those which are reasonable, allocable and allowable under the terms of the contract.

At the time the Consultant reaches 80% of the value of the Contract, it shall submit along with the invoice a "detailed progress report" and a statement whether the Task Order will be completed for the contract amount.

5.4 Fixed Fee Payment

The Consultant shall be paid the full sum amount of its profit/fixed fee in its entirety upon completion of contract work for each task order even if the labor hours are not fully expended.

5.5 Disputed Costs

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

5.6 Taxes.

Federal Excise Tax does not apply to materials purchased for the Authority 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 the Authority 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 the Consultant's Proposal or included in any invoices or supporting documentation. The Authority's Illinois Tax Exemption Identification number is E9978-2987-04.

5.7 Prompt Payment

- A) Consultant(s) are required to pay all Subconsultant(s), both DBE and non-DBE, for all work which the Subconsultant has satisfactorily completed, no later than seven (7) days after the prime Consultant received payment from the Authority.
- B) In addition, all retainage amounts must be returned by the prime Consultants to the Subconsultant no later than fourteen (14) business days after the Subconsultant has satisfactorily completed its portion of the contract work, including punch list items.
- C) A delay in or postponement of payment to the Subconsultant requires good cause and prior written approval of the Purchasing Agent.
- D) All Consultant(s) are 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 reimburse Consultant(s) for work performed unless and until the prime Consultant ensures that the Subconsultant(s) are promptly paid of the work they have performed to date as evidenced by the filing with the Authority of lien waivers and canceled checks.
- F) The Authority will consider failure to comply with these prompt payment requirements a

contract violation which may lead to any remedies permitted under law, including but not limited to, contract debarment.

ARTICLE 6. PERSONNEL

6.1 Key Personnel

The Consultant shall, immediately upon being issued a Notice-to Proceed, assign and maintain a staff of competent personnel which is fully equipped, available as needed, and qualified to perform the Services required by this Agreement. The Consultant shall include such persons and positions as identified in the organization and staffing schedule dated currently herewith, attached hereto and incorporated by reference in this Agreement. The Consultant shall not reassign or replace Key Personnel listed in Attachment A of Exhibit I, List of Key Personnel & Staff Salary Range, without the Authority's prior written consent, which shall not be unreasonably withheld.

The Authority reserves the right to direct the Consultant to remove any personnel from the Services provided under this Agreement upon material reason therefore given in writing, and to review and approve the replacement of Key Personnel. If removal is for cause, any cost of such removal shall be borne by the Consultant.

6.2 Salaries

Salaries of all employees of the Consultant performing services under this Agreement shall be paid unconditionally by the Consultant, and not less often than once a month, without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or permitted under the applicable regulations issued by the United States Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; title 18 U.S.C., Section 874, and Title 40 U.S.C., Section 276c). The Consultant shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all Subcontracts covering work under this Agreement to ensure compliance of all Subconsultants with such regulations, and shall be responsible for the submission of affidavits required thereunder, except as the United States Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

If, in the performance of this Agreement, there is any underpayment of salaries by the Consultant, the Authority may withhold out of payments due to the Consultant an amount sufficient to pay to the employees who were underpaid, the difference between the salaries required to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Authority for and on account of the Consultant to the respective employees to which such amounts are due.

Staff Salary Range for this contract - see Attachment A of Exhibit I.

6.3 Subconsultants

The Consultant undertakes to pay all lawful claims made against it by Subconsultants, suppliers, materialmen, and workmen, and all lawful claims made against it by other third persons arising

out of or in connection with or because of its performance of this Agreement which are attributable to the Consultant. The Consultant further shall cause all of its Subconsultants to pay all lawful claims made against them. In the event such lawful claims are not satisfied, the Authority is hereby empowered to disburse such sums for and on account of the Consultant directly to the respective parties to which such sums are due and owing.

ARTICLE 7. SPECIAL CONDITIONS – INSURANCE, DBE AND OTHER REQUIREMENTS

7.1 Disadvantaged Business Enterprise Commitment

Consultant will comply with all Disadvantaged Business Enterprise terms, conditions and requirements set forth in Exhibit VI and in the Authority's LIQ.

7.2 Insurance

The 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 IV and shall comply with all procedures set forth therein.

ARTICLE 8. INDEMNITY AND LIABILITY

8.1 Indemnity

The Consultant shall indemnify, keep and save harmless the Authority, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, patents claims, suits, liabilities, judgments, costs and expenses which may accrue against the Authority as a consequence of the granting of this Agreement or which may result therefrom, but only to the extent that such injuries, death, losses, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses are caused through negligent acts or omissions of the Consultant or his employees, of the Subconsultant or his employees, if any; and the Consultant shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgment shall be rendered against the Authority in any such action, the Consultant shall at his own expense, satisfy and discharge the same.

8.2 Joint and Several Liability

In the event that the 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 the Consultant shall be the joint and several obligation or undertaking of each such individual or other legal entity.

ARTICLE 9. NOTICES

Notice as provided for herein shall be transmitted by first-class, pre-paid mail addressed to:

If to the CTA:

Chicago Transit Authority
c/o General Manager, Purchasing
Purchasing Department - 4th Floor
567 W. Lake St.
Chicago, Illinois 60661

If to the Consultant:

ARTICLE 10 CHANGES; DIRECTIVE ORDER

10.1 Changes (Amendment)

The Authority may, from time to time, request changes in the Scope of the Services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Authority and the Consultant, shall be incorporated in written amendments to this Agreement.

- a. The Consultant shall provide immediate oral notification to the Vice President of the Using Department upon discovering any conditions or circumstances that may require an adjustment to the Contract Price and/or Contract Time. Upon notification, the VP of the Using Department will attempt to resolve the identified issue as promptly as possible. The Consultant shall deliver written notice of such claim to the VP Using Department within fourteen (14) days of oral notice. The written notice shall include documents to substantiate costs for related services, time impact analysis and any other applicable documentation to support the claim.
- b. The Claim shall include a sworn certification signed by the Consultant for each claim. The Consultant must certify that it has fully reviewed the claim and has determined that the supporting data is current, accurate, and complete and, to the best of the Consultant's knowledge and belief, the amount requested reflects the Contract adjustment for which the Consultant believes the Authority 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 the Consultant and must be signed by the Consultant's president, vice-president, or other officer who is authorized to bind the Consultant. Any false claims may be subject to the penalties imposed by the Program Fraud Civil Remedies Act and United States Department of Transportation regulations, "Program Fraud Civil Remedies," as further described in Section 15.8 of this Contract.

- c. The VP Using Department will respond to the Claim in writing within thirty (30) days of receipt. The response will be either a determination of the Claim or a determination that additional time or documentation is needed to evaluate the Claim. If the VP Using Department determines that additional documentation is required to evaluate the Claim, he will advise the Consultant of claimed costs for which insufficient documentation has been provided to support the claimed costs, and will state the time for providing additional documentation. If the VP Using Department requires additional time to evaluate the Claim, the VP Using Department will advise the Consultant in writing of the additional time that will be required. Failure to provide any of the required information may result in denial of the Claim. The VP Using Department's determination will be sent to the Consultant in writing.
- d. If the Consultant accepts the VP Using Department's determination of the Claim, then the Claim will be handled in accordance with Section 10.1 – Changes. If the Consultant does not accept the VP Using Department's decision with respect to the Claim, then the Consultant may submit a dispute to the General Manager, Purchasing in accordance with Article 11, within thirty (30) days after receipt of the VP Using Department's determination. By failing to meet the time limits specified, the Consultant may potentially waive its right to seek an adjustment to Contract Price and/or Contract Time. The Consultant's compliance with this process is a condition precedent to filing suit.
- e. The Consultant further understands and agrees that, regardless of any case law decision to the contrary, the notice requirements of this Section shall not be subject to or diminished by any claim on the part of the Consultant that the Authority or any person acting on behalf of the Authority, directed the Consultant to provide additional services or had actual or constructive knowledge of additional services were performed. The Consultant further acknowledges that the time requirements and notice content requirements of this Section have the purpose, among others, of allowing the VP Using Department and General Manager, Purchasing, to evaluate claims related to changes in the scope, contemporaneously with the Work that is the subject of the claim and to be able to make decisions that may mitigate the cost of such changes.

10.2 Directive Order

The Authority may need the Consultant to perform work on a project relating to the contract prior to agreement being reached as to whether the consultant is entitled to compensation and/or the amount of compensation. In such event, the Authority may direct the Consultant to perform the work through a Directive Order. The Consultant shall proceed to perform the requested services as described in the Directive Order. Any failure by the Consultant to proceed promptly as directed shall constitute an event of default. However, if the Consultant believes it is entitled to compensation for such work, the Consultant may seek resolution of any disagreement concerning an adjustment to the contract price or contract time that is not resolved by the execution of a change order/amendment by following the procedure as set forth in Article 11, Disputes.

ARTICLE 11. DISPUTES

Any dispute concerning an adjustment to Contract Price or Contract Time that is not resolved by the execution of a Change Order by both the Authority and the Consultant shall be decided by the Authority's General Manager, Purchasing, or designee. The General Manager or designee shall reduce the decision to writing and send a copy of it by certified mail, return receipt requested, to the Consultant. The decision of the General Manager or designee shall be final and binding on the Consultant unless, within 30 days after receipt of a copy of a decision, the Consultant sends by certified mail, return receipt requested, a written appeal to the Authority's Vice President, Purchasing and Warehousing. In connection with such an appeal, the Consultant shall have an opportunity to be heard and to offer evidence in support of its appeal to the Vice President. The decision of the Vice President or designee shall be final and binding on the Consultant unless the 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 the Consultant does not commence such an action for judicial review within 60 days after the Consultant receives a copy of the decision of the Vice President or designee, the Consultant waives all right to seek judicial review. Nothing in this Section relieves the Consultant from diligently proceeding with the Work under the Contract, as directed by the Authority.

ARTICLE 12. EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION

12.1 Termination Provisions for Cost-Reimbursement Contracts

The following provisions apply to both termination for convenience and termination for default. Note, however, that g(4) (i) applies only to the termination for convenience and g(4) (ii) only to termination for default.

- a. The Authority may terminate performance of work under this Agreement in whole or, from time to time, in part, if -
 1. The Purchasing Agent determines that a termination is in the Authority's best interest; or
 2. The Consultant defaults in performing this contract and fails to cure the default within 14 days (unless extended by the Purchasing Agent) after receiving a notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance or other failure to fulfill the contract obligations.
- b. The Purchasing Agent shall terminate by delivering to the Consultant a Notice of Termination specifying whether termination is for default of the Consultant or for convenience of the Authority, the extent of termination, and the effective date. If, after termination for default, it is determined that the Consultant was not in default, the rights and obligations of the parties will be the same as if the termination was for the

convenience of the Authority.

- c. After receipt of a Notice of Termination, and except as directed by the Purchasing Agent, the Consultant shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
1. Stop work as specified in the notice.
 2. Place no further subcontracts or orders (referred to as subcontracts in this clause), except as necessary to complete the continued portion of the agreement.
 3. Terminate all subcontracts to the extent they relate to the work terminated.
 4. Assign to the Authority, as directed by the Purchasing Agent, all right, title, and interest of the Consultant under the subcontracts terminated, in which case the Authority shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
 5. With approval or ratification to the extent required by the Purchasing Agent, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the cost of which would be reimbursable in whole or in part, under this contract; approval or ratification will be final for purposes of this clause.
 6. Transfer title (if not already transferred) and, as directed by the Purchasing Agent, deliver to the Authority (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, (ii) the completed or partially completed plans, drawings, information, and other property that, if the Agreement had been completed, would be required to be furnished to the Authority, and the jigs, dies, fixtures, and other special tools and tooling acquired or manufactured for this agreement, the cost of which the Consultant has been or will be reimbursed under this agreement.
 7. Complete performance of the work not terminated.
 8. Take any action that may be necessary, or that the Purchasing Agent may direct, for the protection and preservation of the property related to this Agreement that is in the possession of the Consultant and in which the Authority has or may acquire an interest.
 9. Use its best efforts to sell, as directed or authorized by the Purchasing Agent, any property of the types referred to in subparagraph (6) above; provided, however, that the Consultant (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Purchasing Agent. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Authority under this

agreement, credited to the price or cost of the work, or paid in any other manner directed by the Purchasing Agent.

- d. After expiration of the period ending 90 days from effective date of termination the Consultant may submit to the Purchasing Agent a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Purchasing Agent. The Consultant may request the Authority to remove those items or enter into an agreement for their storage. Within 15 days, the Authority will accept the items and remove them or enter into a storage agreement. The Purchasing Agent may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.
- e. After termination, the Consultant shall submit a final termination settlement proposal to the Purchasing Agent in the form and with the certification prescribed by the Purchasing Agent. The Consultant shall submit the proposal promptly, but no later than 6 months from the effective date of termination, unless extended in writing by the Purchasing Agent upon written request of the Consultant within this 6 month period. However, if the Purchasing Agent determines that the facts justify it, a termination settlement proposal may be received and acted on after 6 months or any extension. If the Consultant fails to submit the proposal within the time allowed, the Purchasing Agent may determine, on the basis of information available, the amount, if any, due the Consultant because of the termination and shall pay the amount determined.
- f. Subject to paragraph (e) above, the Consultant and the Purchasing Agent may agree on the whole or any part of the amount to be paid (including an allowance for fee) because of the termination. The agreement shall be amended, and the Consultant paid the agreed amount.
- g. If the Consultant and the Purchasing Agent fail to agree in whole or in part on the amount of costs and/or fee to be paid because of the termination of work, the Purchasing Agent shall determine, on the basis of information available, the amount, if any, due the Consultant, and shall pay that amount, which shall include the following:
 - 1. All costs reimbursable under this contract, not previously paid, for the performance of this contract before the effective date of the termination, and those costs that may continue for a reasonable time with the approval of or as directed by the Purchasing Agent, however, the Consultant shall discontinue these costs on the effective date of termination of this agreement.
 - 2. The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (1) above.
 - 3. The reasonable costs of settlement of the work terminated, including:
 - (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

- (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
 - (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. If the termination is for default, no amounts for the preparation of the Consultant's termination settlement proposal may be included.
- 4. A portion of the fee payable under the Agreement, determined as follows:
 - (i) If the Agreement is terminated for the convenience of the Authority, the settlement shall include a percentage of the fee equal to the percentage of completion of work contemplated under the Agreement, but excluding subcontract effort included in Subconsultants' termination proposals, less previous payment for fee.
 - (ii) If the Agreement is terminated for default, the total fee payable shall be such proportionate part of the fee as the total number of articles (or amount of services) delivered to and accepted by the Authority is to the total number of articles (or amount of services) of a like kind required by the Agreement.
- 5. If the settlement includes only fee, it will be determined under subparagraph (g) (4) above.
- h. The federal cost principles in effect on the date of this agreement, shall govern all costs claimed, agreed to, or determined under this clause.
- i. The Consultant shall have the right of appeal, under the Disputes clause, from any determination made by the Purchasing Agent under paragraph (e) or (g) above or paragraph (k) below, except that if the Consultant failed to submit the termination settlement proposal within the time provided in paragraph (e) and failed to request a time extension, there is no right of appeal. If the Purchasing Agent has made a determination of the amount due under paragraph (e), (g) or (k), the Authority shall pay the Consultant (1) the amount determined by the Purchasing Agent if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.
- j. In arriving at the amount due the Consultant under this clause, there shall be deducted:
 - 1. All unliquidated advance or other payments to the Consultant, under the terminated portion of this contract;
 - 2. Any claim which the Authority has against the Consultant under this agreement; and
 - 3. The agreed price for, or the proceeds of sale of materials, supplies, or other things acquired by the Consultant or sole under this clause and not recovered by or credited to the Authority.

- k. The Consultant and Purchasing Agent must agree to any equitable adjustment in fee for the continued portion of the Agreement when there is a partial termination. The Purchasing Agent shall amend the original agreement to reflect the settlement.
 - 1. (1) The Authority may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Consultant for the terminated portion of the agreement, if the Purchasing Agent believes the total of these payments will not exceed the amount to which the Consultant will be entitled.
 - 2. If the total payments exceed the amount finally determined to be due, the Consultant shall repay the excess to the Authority upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b) (2). Interest shall be computed for the period from the date the excess payment is received by the Consultant to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Consultant's termination settlement proposal because of retention or other disposition of termination inventory until 14 days after the date of the retention of disposition, or a later date determined by the Purchasing Agent because of the circumstances.
- l. The provisions of this clause relating to fee are inapplicable if this agreement does not include a fee.

12.2 Termination Provisions for Fixed-Price Consultant Contract

- a. The Authority may terminate this agreement in whole or, from time to time, in part, for the Authority's convenience or because of the failure of the Consultant to fulfill the agreement obligations. The Purchasing Agent shall terminate by delivering to the Consultant a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Consultant shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Purchasing Agent all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process.
- b. If the termination is for the convenience of the Authority, the Purchasing Agent shall make an equitable adjustment in the agreement price but shall allow no anticipated profit on unperformed services.
- c. If the termination is for failure of the Consultant to fulfill the agreement obligations, the Authority may complete the work by agreement or otherwise and the Consultant shall be liable for any additional cost incurred by the Authority.
- d. If, after termination for failure to fulfill agreement obligations, it is determined that the Consultant had not failed, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Authority.

- e. The rights and remedies of the Authority provided in this clause are in addition to any other rights and remedies provided by law or under this agreement.

12.3 Non-Exclusivity

The remedies under the terms of the Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission in the exercise any right or power accruing upon any event of default shall impair any such right or power nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time as often as may be deemed expedient. However, the ability to declare a default shall not survive the expiration of this Agreement.

12.4 Suspension

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

12.5 Subconsultant Contracts - Assignment

If the contract is terminated for default, the Consultant shall, if directed by the Authority, assign such Subconsultant contracts to the Authority as the Authority, in its sole discretion, may direct. The Consultant shall include a provision in all of its Subconsultant contracts which provides that the consultant may assign the Subconsultant contracts to the Authority.

ARTICLE 13. GENERAL

13.1 No Waiver of Legal Rights

Neither the acceptance by the Authority, or any representative of the Authority, 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 the Authority, will operate as a waiver by the Authority of any portion of the Agreement, or of any power herein reserved, or any right of the Authority to damages herein provided. A waiver of any breach of the Agreement will not be held to be a waiver of any other or subsequent breach. The Authority may only waive its rights in a writing executed by the General Manager, Purchasing.

Whenever, under this Agreement, the Authority by a proper power waives the Consultant's performance in any respect, or waives a requirement or condition to either the Authority's or the

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 Agreement; regardless of the number of times the Authority may have waived the performance, requirement, or condition.

13.2 Governing Law and Jurisdiction

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. The Consultant hereby irrevocably submits itself to the exclusive original jurisdiction of those 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 Agreement. The Consultant agrees that service of process on the Consultant may be made, at the option of the Authority, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by the Consultant, or by personal delivery to any officer, director, or managing or general agent of the 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 shall be made in connection with any Authority 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 Nonliability of Public Officials

No official, employee or agent of the Authority shall be charged personally by the Consultant, by its members if a joint venture, or by any Subconsultant of the Consultant, with any liability or expenses of defense or be held personally liable to them under any term or provision of this Agreement, or because of the Authority's execution or attempted execution, or because of any breach hereof.

13.6 Severability

If any provisions of this Agreement shall be held or deemed to be or shall in fact be 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 Agreement shall not affect the remaining portions of this Agreement or any part thereof.

13.7 Interpretation

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be 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 shall otherwise indicate. All references to any exhibit or document shall be 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 shall be 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 Agreement.

13.8 Assigns

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

13.9 Independent Consultant

The 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 the Authority and the Consultant or any Subconsultant. Neither the Consultant nor its Subconsultants, or the employees or agents of any of them, will be deemed for any purpose to be employees of the Authority. The 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 the Consultant's employees.

ARTICLE 14. WARRANTIES AND REPRESENTATIONS

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

- a. That it, and each of its members if a joint venture, is financially solvent; that it and each of its members if a joint venture, its employees, agents or consultants and Subconsultants of any tier are competent to perform the Services required under this Agreement; and that the Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein; and
- b. That the Consultant shall not knowingly use the services of any contractor or consultant who is debarred or suspended by the Authority, 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 Agreement; and

- c. That the Consultant, each of its joint venture members if a joint venture, and its Subconsultants or subcontractors, are not in default at the time of the execution of this Agreement, or deemed by the Purchasing Manager to have, within three (3) years immediately preceding the date of this Agreement, been found to be in default, on any contract awarded by the Authority; and
- d. That this Agreement is feasible of performance in accordance with all of its provisions and requirements and that the Consultant can and shall perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement; and
- e. That, except only for those representations, statements, or promises expressly contained in this Agreement, 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 the Authority, its officials, agents, or employees, has induced the Consultant to enter into this Agreement or has been relied upon by the Consultant, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature, existence, or location of materials, structures, obstructions, utilities or conditions, surface or subsurface, which may be encountered at or on the Project Site; (iii) the nature, quantity, quality or size of any materials, equipment, labor and other facilities, needed for the performance of this Agreement (iv) the general conditions which may in any way affect this Agreement of its performance (v) the compensation provisions of the Agreement; or (vi) any other matters; whether similar to or different from those referred to in (i) through (v) immediately above, affecting or having any connection with this Agreement, the negotiation thereof, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith; and
- f. That the Consultant was given ample opportunity and time and reviewed thoroughly all documents forming this Agreement prior to execution of this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision which it desired or on which it wished to place reliance; and that either every such statement, representation, promise or provisions has been included in this Agreement or else, if omitted, that the Consultant expressly hereby relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance thereon or making any other claim on account of such omission; and
- g. That, the Consultant acknowledges that the Authority, in its selection of the Consultant to perform the services hereunder, materially relied upon the Consultant's Response to the Letters of Interest and Qualifications, which LIQ Response attached hereto as Exhibit XIII, and the Consultant's oral presentation, if any; that the aforesaid information was accurate at the time it was made; and that any material changes in such have not and will not be made without the express written consent of the Authority.

ARTICLE 15. COMPLIANCE WITH ALL LAWS

15.1 Consultant's Compliance with All Laws.

The Consultant shall 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 hereafter in effect, which may in any manner affect the performance of the Agreement. Such laws, ordinances, rules, regulations and executive orders may change and the changed requirements will apply to the Project, as appropriate. Provision(s) required by law, ordinance, rules, regulations or executive orders to be inserted shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be physically amended to make such insertion; however, in no event shall the failure to insert such provision(s) prevent the enforcement of this Agreement.

15.2 Compliance with 49 CFR Part 26.

The Contractor, sub recipient 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.

The Contractor 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, the Consultant agrees that it will not discriminate against any employee or applicant on the basis of race, color, creed, national origin, sex, age, or disability. In addition, the 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, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal Transit Laws at 49 USC § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect Services provided under this Contract. The 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, 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, the 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, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the 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, the 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, the Consultant agrees to comply with any implementing requirements FTA may issue.

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

a. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The 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, 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. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

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

c. The 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, to be provided by the Authority's General Manager, Purchasing, advising the labor union or workers' representative of the Consultant's commitments under Section 202 of Executive Order No, 11246 of September 24, 1965, and will post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

f. In the event of the 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 the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies applied as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Consultant must include the provisions of the above Paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the Authority may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the 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, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

4. The 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, the 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. The 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 the Authority and the Illinois Department of Human Rights in the event that any Subconsultant fails or refuses to comply therewith. In addition, the 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.

The 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. The 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. The Consultant agrees to include the requirements of this Section in all subcontracts that may involve international air transportation.

15.6 State Energy Conservation Plan.

The 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 Authority's Ethics Ordinance, CTA Ordinance No. 004-76, as amended from time to time, the provisions of which are hereby incorporated into this Contract. The 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 shall be voidable as to the Authority at the election of the Authority.

15.8 Program Fraud and False or Fraudulent Statements and Related Acts.

1. The 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, the 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, the 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 the Consultant to the extent the Federal Government deems appropriate.

2. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Authority 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 Authority of 49 USC § 5307, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5307 (n)(1) on the Consultant to the extent the Federal Government deems appropriate.
3. The Consultant agrees to include the above 2 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 Foreign Trade Restrictions.

The 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 the 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 the Authority, cancellation of the Contract at no cost to the Government or the Authority. Further, Consultant agrees that it will incorporate this provision for certification without modification in each subcontract. The Consultant may rely on the certification of a prospective Subconsultant unless the Consultant has knowledge that the certification is erroneous. The Consultant will provide immediate written notice to the Authority 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, the Consultant must provide immediate written notice to the Authority if the 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 the 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 the Consultant or any Subconsultant of any tier

knowingly rendered an erroneous certification, the FTA may direct, through the Authority, cancellation of the Contract or Subcontract for default at no cost to the Federal Government or the Authority.

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 Title 18 USC § 1001.

15.10 Conflict of Interest.

1. No Board member, officer or employee of the Authority 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, the 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 Authority employees, may be admitted to any share or part of this Contract or to any private financial interest, profit, or benefit arising herefrom.
3. The Consultant covenants that it, its officers, directors and employees, and the officers, directors, and employees of such of its members if a joint venture, 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. The Consultant further covenants that, in the performance of this Contract, no person having any such interest will be employed by the Consultant.
4. An organizational conflict of interest exists when the nature of work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or subcontractor or impair its objectivity in performing the Contract. The Consultant is prohibited from performing any work or services for the Authority that conflict with work or services that the Consultant performs under any other contract with the Authority.

The restrictions in this paragraph are applicable to all Subconsultants. The Consultant has sole responsibility for compliance with this provision.

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

15.11 No Exclusionary or Discriminatory Specifications.

Apart from inconsistent requirements imposed by Federal statute or regulations, the 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.

15.12 No Federal Government Obligation to Consultant or Others.

1. The 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 the 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. The 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.

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

The Consultant will at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in FTA's "Master Agreement" (Form FTA MA (--), available on FTA's website <http://www.fta.dot.gov>) between the Authority and FTA, as they may be amended or promulgated from time to time during the term of this Contract. The Consultant's failure to so comply will constitute a material breach of this Contract.

15.14 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 Agreement 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 Agreement. The Consultant must not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of the FTA terms and conditions.

15.15 Environmental Requirements.

For all contracts exceeding \$100,000 in contract value, 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, and the Clean Air Act, as amended, 42 USC § 7401 et seq. The Consultant also must report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required, to the FTA and the appropriate US EPA Regional Office.

The Consultant must also include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

ARTICLE 16. ACCESS AND RECORDS

16.1 Audit, Inspection and Retention of Records

The Consultant and any Subconsultants shall furnish the Authority with such information as may be requested relative to the progress, execution and cost of the Work. The Consultant shall maintain records showing actual time devoted and costs incurred.

The Consultant shall permit and agree to cooperate with the authorized representatives of the Authority including but not limited to, the Authority's Inspector General and auditors, 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 the Consultant relating to the Consultant's performance and Subconsultant contracts under this Agreement from date of this Agreement through and until the expiration of five years after termination of this Agreement. In the event of litigation or settlement of claims arising from the performance of this Contract, the Consultant agrees to maintain the same until the Authority, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

The Consultant shall 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 Agreement for five (5) years after the final payment made in connection with this Agreement. This system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

No provision in this Agreement granting the Authority 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 the Authority would have had in the absence of such provisions.

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

16.2 Right of Entry

The Consultant, and any of its officers, employees, or agents, shall be permitted to enter upon any portion of the Project Site owned by the Authority in connection with the performance of its Services hereunder, subject to the terms and conditions contained herein and those rules established by the Authority. The Consultant shall provide advance notice through the Project Manager, or designee, of any such intended entry. Consent to enter upon a Project Site given by Authority shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Authority.

Safety Training: The Consultant shall comply with all safety procedures and directives including, but not limited to, those specified in the Authority Manual of Procedures.

The Consultant shall use, and shall cause each of its officers, employees and agents to use, the

highest degree of care when entering upon any property owned by Authority in connection with the Work. In the case of any property owned by the Authority, or property owned by and leased from the Authority, the Consultant shall comply and shall 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. Any and all claims, suits or judgments, costs, or expenses, including attorneys' reasonable fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the applicable terms and conditions of this Agreement, including without limitation the indemnification provisions contained in Article 8 of this Agreement.

16.3 Obligation to Comply with Authority's Inspector General Ordinance

The Consultant agrees to comply with all of the requirements of Authority Ordinance No. 99-173, as it may be amended from time to time, the provisions of which are incorporated into this Agreement to the same force and effect as if set forth in full herein. As required by Ordinance No. 99-173, as amended, the Consultant agrees to cooperate fully and expeditiously with the Authority's Inspector General in all investigations or audits. This obligation applies to all officers, directors, agents, partners, employees, and Subconsultants of the Consultant.

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

The Consultant warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Authority shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

"Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a Consultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Authority contracts nor holds itself out as being able to obtain any Authority contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a Consultant and subject to the Consultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Authority contracts nor holds out as being able to obtain any Authority contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Authority contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Authority employee or officer to give consideration or to act regarding a Authority contract on any basis other than the merits of the matter.

ARTICLE 18. OWNERSHIP OF DOCUMENTS, INTELLECTUAL PROPERTY, CONFIDENTIALITY

18.1 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 Agreement or provided as instruments of the Scope of Services are agreed to be the sole property of the Authority. During the performance of the Scope of Services, the 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 the Consultant. At any time, upon demand by the Authority, the Consultant must furnish to Authority, at the Consultant's expense, a complete set of all such materials prepared by the Consultant and its Subconsultants as of the date of such demand. In the event of the Consultant's failure to comply with the Authority's demand hereunder, the parties hereby agree that any remedy at law would be inadequate and that the Authority will be entitled to appropriate injunctive and other equitable relief, including without limitation, the remedy of specific performance.

The 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.

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

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

18.2 Confidential Information.

The 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 the Authority or otherwise learned by it in the performance of the Scope of Services hereunder, as well as information prepared by or on behalf of the Consultant.

18.3 Findings Confidential.

Information developed and obtained by the Consultant during the Project is considered confidential by Authority.

18.4 Advertising and Publicity.

The Consultant must not disclose, use or refer to this Agreement or any of its terms, or the name

of the Authority 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 the Authority. Notwithstanding the above, Consultant may identify the Authority as a customer or client in a general customer reference list or experience statement. Employee newsletters are not subject to this Article. The Consultant agrees to refer all inquiries by outside parties to the Authority.

ARTICLE 19. SUBCONTRACTING & ASSIGNMENT

19.1 No Assignment of Contract.

The Consultant, and each joint venture member if joint venture, shall not assign or otherwise transfer all or part of its rights or obligations under this Agreement, or under its joint venture agreement in whole or in part, unless otherwise provided for herein or without the written consent of the Purchasing Agent and the Chicago Transit Board. The absence of such provision or written consent shall void the attempted assignment or transfer and the attempted assignment or transfer shall be of no effect as to the Work, the Project or this Agreement.

19.2 No Assignment of Contract Funds.

The Consultant shall not transfer or assign any contract funds or claims due or to become due without the prior written approval of the Purchasing Agent. The attempted transfer or assignment of any contract funds which are due or which become due to the Consultant, either in whole or in part, or any interest therein, without such prior consent, shall have no effect upon the Authority.

19.3 Subconsultants.

The Consultant must submit for approval a detailed breakdown of its Subconsultants under this Agreement by name and costs. The Consultant may replace or substitute a Subconsultant only with the prior written approval of the Executive Vice President Construction, Engineering & Facilities and General Manager, Purchasing.

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

The 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 5.6 "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 "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 "Authority Ethics Ordinance"
12. Section 15.8 "Program Fraud and False or Fraudulent Statements and Related Acts"
13. Section 15.9 "Foreign Trade Restrictions"
14. Section 15.10 "Conflict of Interest"
15. Section 15.12 "No Federal Obligation to Consultant or Others"
16. Section 15.13 "Obligation to Comply with Changes in Federal Laws and Regulations"
17. Section 15.14 "Incorporation of Federal Transit Administration (FTA) Terms"
18. Section 15.15 "Environmental Requirements"

19. Article 16 "Access and Records"
20. Article 18 "Ownership of Documents, Intellectual Property, Confidentiality"
21. Section 20.5 "Excluded Parties List System"
22. All other provisions required by Laws and Regulations to apply to Subconsultants.

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

ARTICLE 20. ENTIRE AGREEMENT AND EXECUTION

20.1. Entire Agreement

This Agreement, which includes: Scope of Services, Exhibit 1; Cost & Price Analysis Sheets, Exhibit II; Resumes of Key Personnel, Exhibit III; Insurance Requirements, Exhibit IV; Manual of Procedures, Exhibit V; Special Condition Regarding Disadvantaged Business Enterprise Commitment (Schedules B, C & D) Exhibit VI; Disclosure of Ownership Interests, Exhibit VII; Certification of Primary Participant regarding Debarment, Suspension, and Other Responsibility Matters, Exhibit VIII; Certification of Lower Tier Participant Regarding Debarment, Suspension, and other Responsibility matters, Exhibit IX; Certification of Restrictions on Lobbying, Exhibit X; Certification of Drug Free Workplace, Exhibit XI; LIQ Document, Exhibit XII; LIQ Response, Exhibit XIII; attached hereto, all of which are incorporated herein by this reference as if fully set forth herein, shall constitute the entire Agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or inferred upon this Agreement that are not expressly addressed herein. The order of precedence of component parts of the Agreement shall be in the sequence shown above starting with the Agreement having most precedence and the LIQ Response (Exhibit XIII) having least precedence.

All businesses which submit responses or proposals and all businesses awarded contracts by the Authority are hereby notified that no contract, modification, amendment, change order or extension, if any, shall be effective, or in any way obligate the Authority, until it has been executed by the Authority signatory duly authorized by the Authority's regulations bylaws, and procedures.

20.2 Counterparts.

This Agreement 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.

20.3 Consultant Authority.

Execution of this Agreement by the Consultant is authorized and the signature(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant to all terms and conditions of this Agreement, including, without limitation, each and every representation, certification and warranty contained herein, and including, without limitation, such representations, certifications and warranties attached hereto and incorporated by reference herein.

20.4 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 the Consultant or any agent, partner, employee or officer of the 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.

20.5 Excluded Parties List System.

Contractor warrants and represents that it has checked the Federal Excluded Parties List System ("EPLS"), and has required its subcontractors to check the EPLS, prior to subcontracting any of the services or products purchased under this Agreement. Contractor agrees that it will check the EPLS, and require its subcontractors to check the EPLS, prior to subcontracting any of the services or products purchased under this Agreement. Contractor agrees, and shall require its Subcontractors to agree, that any "person" as defined in 49 CFR 29.985 who is excluded pursuant to 49 CFR Part 29 shall not provide any Work, products or services under this Agreement.

The EPLS can be searched at the following web address: <http://www.epls.gov>

ACCEPTANCE

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

Contract Number:

Total Amount of Contract:

Dated this _____ day of _____, 2012, at Chicago, IL

CONSULTANT

CHICAGO TRANSIT AUTHORITY

Authorized Signature

TITLE: _____

Vice President Purchasing

President

Authorized by Ordinance No. _____

of Chicago Transit Board

Assistant Secretary

Approved as to form and legality, for the sole benefit of
the Chicago Transit Authority subject to proper
authorization and execution thereof:

Attorney