

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 Tuesday, April 14, 2015:

Req. C150P101521957
Request for Letters of Interest & Qualifications
(LIQ) for Professional Surveying Services.

If you are interested in submitting your firm's qualifications, please make your request in writing.

Your request should include a brief statement regarding your interest for obtaining the LIQ Package. Also, your request should include the requisition number and name of the project.

Written questions regarding this LIQ will be accepted no later than 4:30 p.m., Tuesday, April 7, 2015. Please send all questions to Katrina Bradley via e-mail at kbradley@transitchicago.com.

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 Illinois Department of Transportation.

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.

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 Illinois Department of Transportation 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

By: Ellen McCormack
Vice President
Purchasing & Supply Chain

March 30, 2015



CHICAGO TRANSIT AUTHORITY
Letters of Interest and Qualifications (LIQ)
FOR
PROFESSIONAL SURVEYING SERVICES
REQUISITION NO. C15OP101521957

All Responses Must Be Submitted To The Authority At The Following Address:

Chicago Transit Authority
Bid Office - 2nd Floor
567 W. Lake Street
Chicago, IL 60661-1498

All Signatures to be sworn before a Notary Public

Responses Must Be Received No Later Than 3:30 P.M., Central Time, April 14, 2015. The Outside of the Envelopes or Packages Must Clearly Indicate the Name of the Project and Requisition Number

Written questions regarding this LIQ will be accepted no later than 4:30p.m., April 7, 2015. Please send all questions to Katrina Bradley via e-mail at kbradley@transitchicago.com.

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
Ellen McCormack, Vice President, Purchasing & Supply Chain
Forrest Claypool, President
Terry Peterson, Chairman

CHICAGO TRANSIT AUTHORITY

**Letters of Interest and Qualifications
Requisition No. C15OP101521957**

PROFESSIONAL SURVEYING SERVICES

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I. INTRODUCTION

The Chicago Transit Authority ("CTA") is a municipal corporation created by the State of Illinois under the Metropolitan Transit Authority Act ("Act") 70 ILCS 3605, et seq., which provides transit services in the Chicago metropolitan area.

CTA operates the second largest public transportation system in the United States, 24 hours per day, 7 days per week. On an average weekday, 1.5 million trips are taken on the CTA throughout its service area. CTA operates approximately 2,032 buses, over 150 routes, covering 2,429 miles. CTA's bus network encompasses more than 11,000 posted bus stops. CTA's 1,190 Rapid Transit cars provide service to 144 stations, over eight routes, comprising 222.6 rail route miles. CTA's goal is to provide service that is safe, clean, on-time, courteous and efficient.

CTA's construction and repair projects frequently involve professional survey work. Some survey assignments include parcels that are adjacent to CTA's rail tracks at the surface level. Other projects concern property beneath the elevated rail structure, air right and subterranean easement issues. Survey work may also be required for garages, park-and-ride facilities along rapid transit routes and for CTA's ongoing renovation of its rail stations and other work not specifically described herein.

The Chicago Transit Authority requests proposals from qualified entities licensed in Illinois for professional surveying services on an as-needed basis for a period of five years. The CTA intends to contract with multiple surveyors and may use more than one firm at a time. CTA does not guarantee a minimum number of assignments.

II. SCOPE OF SERVICES

Surveyors must be licensed by the State of Illinois as defined by the Professional Land Surveyor Act of 1989, (225 ILCS 330) and must have a minimum of three years experience (however five years is more desirable) as a licensed surveyor in Illinois or other U.S. state. Proposers must have all the necessary equipment and staff to complete assignments within the allotted time, generally 30 days unless otherwise specified in the assignment.

Services to be provided by surveyors include, but are not limited to:

- A. The surveying and preparation of boundary descriptions and measurement of the area of any portion of the earth's surface, the lengths and directions of the boundary lines, or the contour of the surface for conveying or recording, or for establishing or reestablishing, locating, defining and making or monumenting land boundaries or lines and the platting of lands and subdivisions;
- B. Surveying and measuring the area of any portion of the earth's subsurface, or surveying and measuring an area of the airspace over the earth's surface to determine the location of property rights;
- C. Executing and issuing certificates, endorsements, reports, or plats which portray the relationship between existing physical objects or structures and one or more

- corners or boundaries of any tract or lot of land or boundaries of a portion of the surface, subsurface or airspace;
- D. Labeling, designating, naming or otherwise identifying legal lines, property lines or land title lines of the United States Rectangular System or any subdivision thereof on any photograph, photographic composite, or mosaic map of any portion of the earth's surface for the purpose of recording the same in the Office of Recorder or Registrar of Titles in any county.
 - E. Other services normally associated with professional land surveying.

III. GENERAL STANDARDS FOR SURVEYS

The following are standard requirements for surveys required by the CTA. The CTA reserves the right to modify, delete, alter or change requirements for particular surveys.

- A. When work is performed in proximity to electrified track and moving trains, on-site survey personnel will be required to take a one-day CTA rail safety training class prior to work performance. Safety training certifications are valid for one year. The fee for this class is \$200.00 per person.
- B. Work performed within 50 feet of an active track will require the Contractor to obtain railroad protective insurance. For all plans, drawings, specifications and other documents such as legal descriptions and related survey credentials produced or used by the surveyor, valuable papers insurance is also required.
- C. Each property corner for a plat of survey shall be marked by cutting crosses in walk and curbs, or by placing nails in asphalt pavement. Iron pipes shall be used on interior corners where walks and curbs are not available. All such marks and nails shall be shown and described on the appropriate map or plat.
- D. Plats shall be drawn to an appropriate scale, showing adjoining buildings and/or any other permanent structures. A basic survey plat must show the legal description of the property and any encroachments, address or addresses of the property, zoning classification, permanent tax index number, the area of the land in square feet, improvements of lot, if any, including any and all advertising signs whether affixed or free-standing, and the elevation of sidewalks, curbs and gutters at 50-foot intervals, together with all drainage structures within or surrounding the parcel. **When showing rail elevation, a maximum 25-foot interval shall be used.**
- E. Plats must show existing sub-surface utilities in streets and alleys and must show surface features such as poles and trees.
- F. Depending upon the nature of the assignment, the surveyor may be directed to show additional information.
- G. A title block must be placed in the lower right-hand corner of the survey plat and must contain, at a minimum, the following information:
 - (Line 1) Plat of Survey
 - (Line 2) Chicago Transit Authority

(Line 3)	Name of Surveyor
(Line 4)	Scale of Survey
(Line 5)	Date of Survey

- H. Survey reports must conform to current guidelines established by the State of Illinois and must be completed within the time limits specified in the survey orders placed by CTA.
- I. Completed surveys must be signed and sealed by a registered licensed surveyor.
- J. The Surveyor agrees that, at CTA's request, the employee who completed the survey will testify in any legislative or judicial proceeding in which such testimony is required.
- K. The Surveyor must be available, at times that are mutually convenient, to consult, to meet with CTA employees regarding services to be performed. The Surveyor must initiate such consultations whenever the Surveyor is in doubt as to any aspect of the survey assignment or needs legal advice on any aspect of the services to be provided to the CTA. The CTA may also initiate such consultations whenever CTA is in doubt regarding any aspect of the services. There shall be no charge by either party for such consultations.
- L. The Surveyor shall keep all field notes and office computations in a neat and orderly manner, clearly indexed, which shall be open for inspection during the course of work and which shall become the property of the Chicago Transit Authority. The Surveyor shall at all times before final acceptance of work, furnish instruments and assistance to a duly authorized agent of the CTA in any oversight of field work as may be necessary. Field notes and office computations must be maintained by the surveyor at least two years following completion of an assignment.

IV. SUBMITTAL FORMAT

Responses shall be submitted on standard 8.5 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. Provide eight complete copies of the LIQ response. All copies become the property of the CTA and will not be returned. The CTA is not liable for any cost incurred by respondents in replying to this LIQ or negotiations relating to this LIQ.

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 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 authorized officer of the firm, 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. It shall also include a list of proposed sub-consultants, including those required to fulfill the DBE Commitment. Include necessary language that your firm is licensed and registered by the State of Illinois as defined by the Professional Land Surveyor Act of 1989 (225 ILCS 330).

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.

- B. QUALIFICATIONS OF THE FIRM:** Describe your firm and its capabilities including:

At least five years of experience in commercial/industrial surveys. Examples of commercial/industrial work may include office buildings, highways, public agencies, subdivisions, factories or other non-residential work. Include three commercial/ industrial projects in which the firm performed surveying services within the past two years. The respondent shall submit project assignments, description of the work performed, and current client references for each project submitted (name, position, address, and telephone number). Failure to provide current information may result in your proposal being removed from further consideration.

- C. QUALIFICATIONS OF KEY PERSONNEL:** Submit an organization chart with the proposed management structure and identify the assigned key personnel and other support personnel necessary to fulfill the requirements within the CTA's schedule. The availability of an adequate number of personnel in the key disciplines shall be presented to insure that the firm can meet the potential of working on multiple assignments.

Submit resumes for each of the key personnel shown on the organization chart and who 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.

Key personnel shall include:

Surveyor- Surveyors must be licensed in Illinois with preferably 5 or more years experience in commercial surveying. While it is not required, it is desirable for the surveyor to have some experience surveying properties containing active or former railroads. The surveyor shall identify membership(s) of professional organizations(state if active or inactive), recent or current classes and/or training, professional journals or the like.

D. FIRM'S ABILITY TO MEET CTA'S TIMEFRAME FOR SURVEY WORK:

Provide the following information for two commercial or industrial survey projects completed within a 30 day period, and two projects completed ahead of schedule, and two examples of projects where the firm experienced unexpected complications that were performed within the last two (2) years:

- a. The name of the client and the client's current telephone number.
- b. A narrative description of the project, including dates of start and completion. If completion was beyond 30 days, provide an explanation and state whether the circumstance was beyond the firm's control.

VI. EVALUATION CRITERIA

CTA intends to select qualified firms that best satisfy its needs. All proposals will be evaluated on the following criteria in order of importance:

- A. Qualification of the firm. (Section V.B.)
- B. Qualification(s) of Key Personnel (Section V.C.)
- C. Firm's ability to meet CTA timeframe on surveys. (Section V.D.)

VII. SELECTION PROCESS

An Evaluation Committee, consisting of Senior CTA management staff, will review the Letters of Interest and Qualifications ("LIQ") submittals in accordance with the evaluation criteria set forth herein. The CTA reserves the right to qualify multiple surveyors or to reject any and all responses, or parts thereof, with or without cause, if determined to be in the best interest of the CTA. The top six ranked firms will be submitted to the Chicago Transit Board for its approval. Firms on the Board-approved list of Surveyors will be selected on an as-needed basis. Inclusion of a firm on the qualified list does not guarantee that a firm will be selected.

As a part of CTA's evaluation, 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 (3) 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.

The Authority will enter into a Contract with the selected firm or firms. Upon approval and execution of a contract between the CTA and an entity, the terms of the contract will prevail. Assignments will be based on a number of factors including CTA's need, cost, the ability of the surveyor to meet the assignment deadline, and the type of survey work commonly performed by the surveyor. Selection will be performed on a rotational basis. If no surveyor can meet CTA's time deadline, CTA reserves the right to select and utilize an appraiser not named on the approved surveyors list

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. The Respondent understands and agrees that the restrictions provided in this paragraph are applicable to all sub-consultants, 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 design contract.

IX. BID PROTEST PROCEDURE

Any protest regarding this solicitation, or an evaluation or award hereunder, must be submitted in accordance with the Authority's bid protest procedures, available at:

<http://www.transitchicago.com/asset.aspx?AssetId=5857>.

X. SUBMISSION DATA:

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

- A. Disclosure of ownership for Professional and Consulting service (Prime and sub-consultants)
- 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 Sub-consultants)
- D. Lobbying Certificate (Prime and Sub-consultants)
- E. Certification of Drug free Workplace (Only Prime)
- F. LIQ Non-Disclosure Statement Prime Consultant (Only Prime)
- G. LIQ Non-Disclosure Statement Sub-Consultant (Only Sub-consultants)

Bidder shall submit eight (8) copies of their response to:

OVERNIGHT OR HAND DELIVERY:

**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. C15OP101521957
Letter of Interest & Qualification
PROFESSIONAL SURVEYING SERVICES**

Due Date: April 14, 2015

ATTACHMENT A

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

[FOR INFORMATION ONLY]

SPECIAL CONDITIONS
DISADVANTAGED BUSINESS ENTERPRISE COMMITMENT
REQUESTS FOR PROPOSALS (RFP)
LETTERS OF INTEREST AND QUALIFICATIONS (LIQ)
REQUISITION NUMBER: C15OP101521957

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 CTA contracts, regardless of funding source.
- B. The Authority has established the following DBE contract goal for this project:

Disadvantaged Business Enterprise Goal: 0%

- C. The submitted proposal is to include a written commitment that the Proposer will comply with the DBE goal.
- D. The DBE contract goal shall be expressed as a percentage of the total contract price. However, in the event this is a revenue generating contract, the DBE contract 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 meet the DBE goal by evidencing participation by one or more certified DBEs. The Proposer may also meet the goal by documenting good faith efforts to meet the goal as described in 49 C.F.R. Part 26 and as set forth in Section V below and/or by a combination of DBE participation and good faith efforts documentation.
- E. The DBE contract 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 the 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 sufficient documentation of its good faith efforts to meet the DBE goal 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 Director of Diversity to be most reflective of the DBE's claimed specialty or expertise. Credit toward the DBE contract goal for this contract shall be limited to the participation of firms performing within their Area of Specialty. The Authority reserves the right to investigate and determine active DBE participation and applicable DBE credit specifically identified for this contract prior to award.

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

- B. **"Authority"** means the Chicago Transit Authority.
- C. **"Commercial Useful Function" or "CUF"** means that a DBE is responsible for execution of a distinct element of the work of a Contract and carries out its responsibilities by actually performing, managing, and/or supervising the work involved. With respect to materials and supplies used on a contract, the DBE must be responsible for negotiating price, determining quantity and quality, ordering materials and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, the Authority will evaluate the amount of work subcontracted, industry practices, and other relevant factors. However, it is not a commercially useful function when a DBE's role is limited to that of an extra participant through which funds are passed to obtain the appearance of DBE participation on the Contract.
- D. **"Disadvantaged Business Enterprise" or "DBE"** means a small business certified by the Illinois Universal Certification Program (IL UCP) as a business owned and controlled by socially and economically disadvantaged individuals in accordance with USDOT Regulation 49 CFR, Part 26.
- E. **"Directory"** means the Directory of Certified Disadvantaged Business Enterprises maintained and published by IL UCP and entitled the "IL UCP DBE Directory." The directory will be available on the Authority's web site. Bidders are responsible for verifying the current certification status of all proposed DBE's.
- F. **"Funding Source"** means any source of funds used for an Authority contract. It includes, but is not limited to, funds provided by the US Department of Transportation (DOT), the Federal Transit Administration (FTA), the Illinois Department of Transportation (IDOT), the Regional Transportation Authority (RTA), the City of Chicago (City), the Federal Emergency Management Agency (FEMA), the Illinois Emergency Management Agency (IEMA), the US Department of Homeland Security (DHS) or the Department of Commerce and Economic Opportunity (DCEO).
- G. **"Good Faith Efforts"** means efforts to achieve a DBE contract goal as specified in 49 CFR, Part 26 and Section V hereof.
- H. **"IL UCP"** means the Illinois Unified Certification Program.

- I. **"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. Bidders may develop joint venture agreements as an instrument to provide participation by DBEs in contract work. A joint venture seeking to be credited for DBE participation may be formed among DBE firms or between a DBE firm and non-DBE firm.

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

- J. **"LIQ"** means a Letter of Interest and Qualifications.

- K. **"Proposal"** includes the following Authority purchasing requests: Request for Proposals (RFP).

- L. **"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.

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

- N. **"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.

- O. **"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 Director of Diversity 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.

*** Presumption applies to federally funded contracts only.**

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

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

III. JOINT VENTURES

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

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

IV. COUNTING DBE PARTICIPATION TOWARD THE CONTRACT GOAL

The inclusion of any DBE by the Proposer in its bid documents shall not conclusively establish the Bidder'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 Director of Diversity, of the specific duties which will be performed by the DBE.

The Proposer may count toward its DBE goal only expenditures to firms which are currently certified by the IL UCP and which perform a CUF.

To determine whether a firm is performing a CUF, the Director of Diversity will evaluate the amount of work subcontracted, industry practices and other relevant factors. The Director of Diversity 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 Director of Diversity must determine the fee or charge to be reasonable and not excessive as compared with fees or charges customarily allowed for similar services.
- G. The Proposer must use good business judgment when negotiating with Subcontractors and take a DBE's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using DBE firms is not sufficient reason to fail to meet the DBE goal set forth in the contract, as long as such costs are reasonable.

V. GOOD FAITH EFFORTS

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

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 bids in the Contractor's efforts to meet the contract DBE contract goal.

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

- A. Attendance at a pre-bid 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 bids 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; and
 - 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 Bidder'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 from third parties.

VI. PROCEDURE TO DETERMINE BID COMPLIANCE

- A. If the Proposer is a Joint Venture, the Proposer as well as the Joint Venture partner **MUST** complete and sign Schedule B.
- B. A DBE Subcontractor of any tier, DBE Joint Venture partner and/or the Proposer if it is a DBE **MUST** complete and sign Schedule C.
- C. The Proposer **MUST** complete and sign Schedule D.
- D. All completed Schedules **MUST** be submitted at the same time as or prior to submittal of the sealed proposal unless the Authority directs otherwise. Any proposals submitted without completed and executed Schedules and/or evidence of good faith efforts in the time frame required by the Authority may be deemed non-responsible.

E. 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 at the time of submitting the completed Schedules. **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 bids.**
- 2. All Letters of Certification or Re-certification issued by the IL UCP must include a statement of the DBE firm's area of specialization, relevant NAICS codes and appropriate DBE goal credit (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 bid opening. Further, the DBE's request for a new area of specialization must be approved by the certifying agency so that the DBE firm is certified in the expanded area of specialization prior to the **DUE DATE FOR PROPOSALS.**

F. Joint Ventures

- 3. Where the Proposer proposes to include in its bid a DBE, which is a joint venturer, the Proposer must submit a fully executed copy of the Joint Venture agreement with its bid. 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.
- 4. 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.

G. Bidders List

The Proposer must also create a Bidders List, consisting of information about all Subcontractors that submitted a Bid or quote. The Bidders List will include the name, address, DBE/non-DBE status, age of firm and the appropriate range of annual gross receipts. A form for creating the Bidder's List included in this RFP or LIQ.

VIII. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

- A.** The Proposer shall, within seven (7) calendar days of contract award, or prior to any work being performed by any Subcontractor of any tier, execute written subcontracts or purchase orders with the Subcontractors included in the Bid. In the event the Proposer cannot complete the agreement with one or more Subcontractors within this seven (7) day period, the Proposer must provide a written explanation for the delay and an estimated date by which the written agreement will be completed to the Director of Diversity. These written agreements shall be made available to the Director of Diversity upon request. All contracts between the Proposer and its Subcontractors must contain a prompt payment clause as set forth in Section VIII herein.
- B.** During the term of annual contracts, the Contractor must utilize the "Chicago Transit Authority's Disadvantaged Business Enterprise System (B2GNOW)" <https://cta.dbesystem.com/> which provides the Contractor an easy to use web-based service for reporting payments rendered to all Subcontractors. The frequency with which these reporting will vary based on each individual contract, but in no event will reporting be required less frequently than quarterly. **Failure to follow these directions may delay payment.**
- C.** In the case of a one-time procurement with either a single or multiple deliveries, the contractor must utilize the "Chicago Transit Authority's Disadvantaged Business Enterprise System (B2GNOW)" <https://cta.dbesystem.com/> which provides the Contractor with an easy to use web-based service for reporting payments rendered to all Subcontractors. The required entries on B2GNOW must be completed prior to or concurrently with the Contractor's submittal of its final invoice to the Authority user department identified in the contract. PLEASE NOTE: Two different processes must be followed. (1) The original invoices must be submitted directly to the Authority department identified in the contract and (2) a report of Subcontract Payments must be entered onto B2GNOW. **Failure to follow these directions may delay final payment.**

The address for the Director of Diversity is:

**CTA Director of Diversity
Diversity Programs Department
567 W. Lake Street
Chicago, IL 60661-1465**

VIII. PROMPT PAYMENT TO SUBCONTRACTORS

A. Federally Funded Construction Contracts and All Non-Construction Contracts

1. The Contractor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed **on all contracts except construction contracts funded with other than federal funds** no later than fourteen (14) calendar days after the Contractor has received payment from the Authority. All of the Contractor's contracts with its Subcontractors must state that the Subcontractor will receive payment within fourteen (14) calendar days of the date that the Contractor has received payment from the Authority.
2. In addition, all Retainage amounts **on all contracts except construction contracts funded with other than federal funds** must be paid by the Contractor to the Subcontractor no later than fourteen (14) calendar days after the Subcontractor has, in the opinion of the Authority's authorized representative, satisfactorily completed its portion of the Work. All of the Contractor's contracts with its Subcontractors must state that the Subcontractor will receive payment of Retainage within fourteen (14) calendar days of the date that the Subcontractor has, in the opinion of the Authority's authorized representative, satisfactorily completed its portion of the Work.

B. Non-federally Funded Construction Contracts

1. The Contractor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed **on a construction contract funded with non-federal funds** no later than fourteen (14) calendar days after the Contractor has received payment from the Authority. All of the Contractor's subcontracts must state that the Subcontractor will receive payment within fourteen (14) calendar days of the date that the Contractor received payment from the Authority.
- C. A delay in or postponement of payment to the Subcontractor requires good cause and prior written approval of the General Manager, Purchasing.
- D. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
- E. The Authority will not pay the Contractor for work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing with the Authority of lien waivers, canceled checks (if requested) and the Contractor's sworn statement that it has complied with the prompt payment requirements. Prime Contractors must submit a prompt payment affidavit (form to be provided by the Authority) which identify each Subcontractor (both DBE and non-DBE) and the date and amount of the last payment to such Subcontractor, with every payment request filed with Authority, except for the first payment request, on every contract with the Authority.
- F. Failure to comply with these prompt payment requirements is a breach of the Contract which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment. In addition, Contractor's failure to promptly pay its Subcontractors may also be subject to the provisions of 50 ILCS 505/9.

IX. 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 Bids but prior to contract award. However, in the event the Purchasing Agent, after consulting with the Diversity Department, determines that a critical DBE Subcontractor is non-responsible, the Authority may require that Proposer replace the non-responsible DBE Subcontractor prior to contract award. In that event, Proposer must replace the non-responsible DBE Subcontractor with a responsible, certified DBE Subcontractor or document adequate good faith efforts as set forth in Section V hereof, must submit all information required in subsection C.5 hereof, and must receive the prior written approval of the Director of Diversity for such substitution.
- B. Further, after award, 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 Director of Diversity. 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 Director of Diversity 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 document adequate good faith efforts as set forth in Section V hereof.
 - 5. The Contractor's request for approval of a substitution must include the name, address, and principal official of the proposed substitute Subcontractor and the dollar value and scope of work of the proposed subcontract. If the new Subcontractor is a DBE, all DBE affidavits and documents required by **Schedule C** shall be attached.
 - 6. The Authority will evaluate the submitted documentation and respond within fifteen (15) calendar days to the request for approval of the substitution. The Authority's response may

approve the request, seek more information, request an interview to clarify the problem or reject the proposed DBE substitution, with the reasons for the rejection stated in the Authority's response. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Authority will respond as soon as practicable.

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

X. NON-COMPLIANCE

- A. Failure to comply with the DBE requirements of the contract or with the DBE substitution procedures or failure to use DBEs as stated in the Bid constitutes a material breach of contract. The Director of Diversity, 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 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.
- C. In addition, federal and state laws apply to false representations, deception and fraud:
1. Illinois Law. Under Illinois law, it is a Class 2 felony to make certain false representations as to the status of a person or entity in obtaining a governmental contract. In addition, any person convicted of this felony offense must pay to the governmental unit that issued the contract a penalty equal to one and a half times the amount of the contract. (720 ILCS 5/17-29)
 2. Federal Law. False, fraudulent, or deceitful statements made in connection with DBE participation in DOT assisted programs could also result in liability under 49 CFR Part 31, Program Fraud and Civil Remedies and possible prosecution under 18 U.S.C. 1001.
- D. If the Contractor does not pay any Subcontractor listed on a pay request or return a Subcontractor's retainage within the time limits required under the prompt payment provision for federally funded construction contracts and/or non-construction contracts however funded set forth in subsection A of Section IX hereof, the Contractor must pay the Subcontractor an additional amount for interest at the lower of one percent (1%) per month or the highest lawful rate on the outstanding balance, for each month, prorated per diem for any partial month, that the Contractor fails or refuses to pay the Subcontractor. All agreements between the Contractor and its Subcontractors must provide for interest as set forth herein for all contracts funded with federal funds and/or all non-construction contracts however funded.
- E. If the Contractor does not pay any Subcontractor listed on a pay request within the time limits required under the prompt payment provision for construction contracts funded with non-federal funds set forth in subsection B of Section IX hereof, the Contractor must pay the Subcontractor an additional amount for interest in the amount of two percent (2%) per month on the outstanding balance for each month, prorated per diem for any partial month, that the Contractor fails or refuses to pay the Subcontractor. All agreements between the Contractor and its Subcontractors must provide for interest as set forth here if the construction contract is funded with non-federal funds.
- F. The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate.

The Contractor agrees to include this assurance in all subcontracts.

- G. The Contractor further 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."

XI. RECORD KEEPING

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

XII. 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: donna@donnamgaines.com Website: www.ablechicago.com Services</p> <ul style="list-style-type: none"> • Business Development 	<p>Black Contractor United (BCU) 11906 S. Michigan Ave. Chicago, IL 60628 Contact: Belinda Henderson Phone: (773) 483-4000 Fax: (773) 483-4150 Email: belinda_bcu@att.net / bcunewera@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 St., Suite 2300 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
<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>
<p>Hispanic-American Construction Industry Association (HACIA) 650 West Lake Street; Suite 415 Chicago, IL 60607 Contact: Jorge Perez Phone: (312) 575-0389 Fax: (312) 575-0544 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: asoto@ihccbusiness.net Website: www.ihccbusiness.net Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance

DBE Assistance Agencies (Continued)

<p>Latin American Chamber of Commerce (LACC) 3512 W. Fullerton Ave. Chicago, IL 60647 Contact: D. Lorenzo Padron Phone: (773) 252-5211 Fax: (773) 252-7065 Email: D.LorenzoPadron@LACCUSA.com Website: www.LACCUSA.com</p> <p>Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance 	<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: Freida Curry Phone: (312) 853-3477 Fax: (312) 853-0145 Email: fcurry@wbdc.org Website: www.wbdc.org</p> <p>Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance 	<p>Women Construction Owners & Executives (WCOE) 308 Circle Avenue Forest Park, IL 60130 Contact: Mary Kay Minaghan Phone: (708) 366-1250 Fax: (708) 366-5418 E-mail: mkm@mkmservices.com Website: www.wcoeusa.org</p> <p>Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance

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

<p>Chicago Transit Authority Project Information Purchasing Department 567 W. Lake St. Chicago, IL 60661-1465 Fax: (312) 681-2405</p> <p>Purchasing General Manager Randi Brokvist Phone: (312) 681-2420 E-mail: rbrokvist@transitchicago.com</p> <p>Purchasing General Manager Robert K. Miller Phone: (312) 681-2428 E-mail: rmiller@transitchicago.com</p>	<p>Chicago Transit Authority Diversity Programs Information Diversity Programs Department 567 W. Lake St. Chicago, IL 60661-1465 Fax: (312) 681-2605</p> <p>Contract Compliance Department Mary Person Phone: (312) 681-2612 E-mail: mperson@transitchicago.com</p> <p>DBE Certification Department Nelson Robles Phone: (312) 681-2616 E-mail: nrobles@transitchicago.com</p>
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DBE - 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): _____

DBE - 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:

DBE - SCHEDULE B

AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

VIII. Control of and Participation in the Joint Venture *(continued)*

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?

DBE - SCHEDULE B

- X. State the approximate number of personnel (by trade) needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the majority firm, DBE firm, or the joint venture.

Trade	Non-DBE Firm (number)	DBE (number)	Joint Venture (number)
Professional			
Administrative/Clerical			
Unskilled Labor			

If any personnel proposed for this project will be employees of the joint venture:

- A. Are any proposed Joint Venture employees currently employed by either venturer? _____
· Employed by non-DBE (number): _____ Employed by DBE: _____
- B. Identify by name and firm the individual who will be responsible for joint venture hiring: _____

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

DBE - 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 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, Diversity Department directly in writing or through the prime contractor if the joint venture is a subcontractor.*

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

(Name of DBE Firm)

(Printed Name of Owner, President, or Authorized Agent of DBE)

(Printed Title)

Date

Phone

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

(Name of non-DBE Firm)

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

(Printed Title)

Date

Phone

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

Officers of (Name of non-DBE firm) _____ and

(Name of DBE firm)

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.

OFFICIAL NOTARY SEAL:

Signature of Notary Public

My Commission Expires:

DBE - SCHEDULE C

Bidder's or Proposer's failure to submit all 3 pages of this Schedule C with its bid will result in the bid being rejected in its entirety.

**LETTER OF INTENT FROM DBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER,
AND/OR CONSULTANT (If Prime Contractor is a DBE firm, only fill out Schedule D)**

NAME OF PROJECT / CONTRACT:**REQUISITION NO.:****JOB ORDER NO.:****TOTAL CONTRACT VALUE:**

FROM: (Name of DBE Firm)

TO: (Name of Prime Contractor)

and the Chicago Transit Authority

The DBE status of the undersigned is confirmed by the attached Letter of Certification dated _____ or the attached DBE Application (Exhibit A). (If proposing to perform as a DBE/non DBE Joint Venture, the Letter of Certification from the DBE venturer is attached along with a completed Schedule B and joint venture agreement).

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract (attach additional pages if necessary):

NAICS CODES – List codes assigned to DBEs that can be used on this project:	DESCRIPTION OF WORK FOR ENTIRE CONTRACT TERM– Please describe in DETAIL what TYPE of WORK you will be performing for the entire length on this project:	QUANTITY	UNIT PRICE	Total DBE Contract Value listed separately for each item
				TOTAL DBE CONTRACT

MULTI-PHASE PROJECT(S) – For those projects that are multi-phase, please indicate the phase in which the DBEs will be performing work:

DBE - SCHEDULE C

Bidder's or Proposer's failure to submit all 3 pages of this Schedule C with its bid will result in the bid being rejected in its entirety.

LETTER OF INTENT FROM DBE (continued) / REQUISITION / JOB NO.:

Sub-Contracting Levels

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 BELOW.

%_____ 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 ANY dollar amount of the DBEs scope of work will be sublet, a brief explanation and description of the work to be sublet must be attached to this schedule.

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

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

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

(Name of DBE Firm)

(Printed Name of Owner, President, or Authorized Agent of DBE)

(Printed Title)

Date

Phone

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

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

(Name of non-DBE Firm)

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

(Printed Title)

Date

Phone

DBE - SCHEDULE C

LETTER OF INTENT FROM DBE (continued) / REQUISITION / JOB NO.:

Bidder's or Proposer's failure to submit all 3 pages of this Schedule C with its bid will result in the bid being rejected in its entirety.

THIS FORM MUST BE SIGNED AND NOTARIZED

DBE AFFIDAVIT

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

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

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

(Printed Name of Owner, President, or Authorized Agent of DBE)

(Date)

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

(Name of DBE firm)

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

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

OFFICIAL NOTARY SEAL:

Signature of Notary Public

My Commission Expires:

DBE - SCHEDULE D

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

DBE UTILIZATION PLAN

NAME OF PROJECT / CONTRACT:

REQUISITION NO.:

JOB ORDER NO.:

TOTAL CONTRACT VALUE:

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 Small Business Enterprises (DBE) Schedules for each DBE. Listed below is/are the agreements(s) that correspond(s) with the Schedule C submitted by each DBE and listed separately for each DBE participating on the above mentioned contract (attached additional pages if necessary):

DBE FIRM(S)	DESCRIPTION OF WORK FOR ENTIRE CONTRACT TERM— Please describe in DETAIL what TYPE of WORK the DBEs will be performing on this contract for its entire length:	TOTAL DOLLAR AMOUNT OF EACH DBE CONTRACT
		TOTAL \$\$ for ALL DBE:

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

(Printed Name of DBE Liaison Officer) (Phone)

(Email)

DBE - SCHEDULE D

PRIME CONTRACTOR AFFIDAVIT THIS FORM MUST BE SIGNED AND NOTARIZED

DBE UTILIZATION PLAN / REQUISITION / JOB NO.:

I hereby acknowledge that I have been advised of the following:

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

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

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

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

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

(Name of Prime Contractor Firm)

(Printed Name of Owner, President, or Authorized Agent of Prime Contractor)

(Date)

(Signature of Owner, President, or Authorized Agent of Prime Contractor)

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

(Name of Affiant)

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

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

OFFICIAL NOTARY SEAL:

Signature of Notary Public

My Commission Expires:

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

GUIDANCE CONCERNING GOOD FAITH EFFORTS (49 CFR – 26.53)

In order to be responsive, a bidder must make good faith efforts to meet the DBE participation goal set forth in the contract. The bidder must document the good faith efforts it made in that regard. Thus, the Bid submitted to the Authority must be accompanied by written documentation prepared by the bidder 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 bidder consider all qualified DBEs, who express an interest in performing work under the contract. This means that the bidder cannot reject a DBE as unqualified unless the bidder 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 bids 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 bidder 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 bid and the type of contract involved.

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

ATTACHMENT B
INSURANCE REQUIREMENTS
[FOR INFORMATION ONLY]

**CHICAGO TRANSIT AUTHORITY
INSURANCE AND BOND REQUIREMENTS**
[Short Form rev. 11/13/09]

REQUISITION NUMBER: **C150P101521957**
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. debarment or suspension, and
2. 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 occurrence basis.
- D. 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.
- E. 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.
- F. 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: 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, Policy Limit

B. COMPREHENSIVE OR COMMERCIAL GENERAL LIABILITY:

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal Injury and Advertising Injury

\$1,000,000 Per Occurrence

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

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:

- N/A** Bodily Injury/Property Damage per Occurrence
- N/A** Bodily Injury/Property Damage Aggregate

G. CARGO LIABILITY/INLAND MARINE

N/A OCC/AGG

H. PROFESSIONAL LIABILITY

\$2,000,000 PER CLAIM

I. OTHER INSURANCE: CTA NAMED ADDITIONAL INSURED ON THE GENERAL LIABILITY POLICY

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 A VII 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: **N/A**



INSURANCE CERTIFICATE OF COVERAGE

Issue Date: _____

Named Insured: _____ RFP#: _____

Specification #: _____

Address: _____
(NUMBER & STREET)

(CITY) (STATE) (ZIP)Project #: _____
Contract #: _____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 <input type="checkbox"/> 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 Management
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.

☐ Individual

☐ Limited liability company

☐ Business corporation

☐ Partnership

☐ Not-for-Profit corporation

☐ Joint Venture

☐ Sole Proprietorship

☐ 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

LOBBYING (Prime & Sub)

DRUG FREE WORKPLACE (Prime Only)

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

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

its principles:

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

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

(Signature and Title of Authorized Official)

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

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

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

its principles:

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

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

(Signature and Title of Authorized Official)

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

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)

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

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. C15OP101521957 Letters of Interest and Qualifications (LIQ) for Professional Surveying 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. C15OP101521957 Letters of Interest and Qualifications (LIQ) for Professional Surveying 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: () _____ - _____

E-Mail: _____

How many years has your company been in business? _____

How many employees? _____ *Annual Sales?* _____

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

Manufacturer ____ *Supplier* ____ *Distributor* ____ *Other (explain)* _____

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

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

Firm Name

Contact Person

Telephone

ATTACHMENT G
FREEDOM OF INFORMATION ACT DECLARATION
[FOR INFORMATION ONLY]

For Insertion into Solicitation Documents for all procurements NOT subject to a public bid opening, such as a request for proposals (RFP) or a request for letters of interest and qualification (LIQ):

FREEDOM OF INFORMATION ACT NOTICE

Proposer/Respondent must complete the attached Freedom of Information Declaration and affix it to the front of each proposal/letter of interest and qualification that Proposer/Respondent submits to CTA.

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

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

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

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

In the event that a FOIA request is made for records that contain information that Proposer/Respondent has identified and marked as "proprietary," "privileged," or "confidential," CTA will notify Proposer/Respondent of the request and will allow Proposer/Respondent an opportunity to review the records requested under FOIA so that Proposer/Respondent can confirm that all marked and identified proprietary, privileged or confidential information has been removed. Before allowing information that Proposer/Respondent has identified and marked as "proprietary," "privileged," or "confidential" to be redacted from a proposal/letter of interest or qualification (or other record), CTA may require Proposer/Respondent to provide CTA with additional information regarding the materials marked and identified for redaction. CTA will not allow the redaction of any information that does not meet the statutory FOIA exemptions.

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

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

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

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

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

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

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

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

- B. Proposer/Respondent must also mark each page or portion of a page containing proprietary, privileged, or confidential information, as specifically as possible, with the following legend: “[**Proprietary**] or [**Privileged**] or [**Confidential**] Information: This page or the portion of the page indicated contains proprietary, privileged or confidential information.”
- C. Please note that CTA will not honor any request to redact information from records that does not meet the requirements of FOIA including, for example, a request that CTA redact the entire contents of a proposal/letter of interest and qualification. Excessive or indiscriminate marking of information as proprietary, privileged or confidential will be grounds for CTA to deem no information as being exempt from public disclosure under FOIA and disclosing all contents of the proposal/letter of interest and qualification.

FREEDOM OF INFORMATION DECLARATION

Place an "X" on the appropriate line and fill in the blanks:

_____ There is no information contained in the attached proposal/letter of interest and qualification that is proprietary, privileged or confidential to Proposer/Respondent:

(Insert the name of your company)

pursuant to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/1 *et seq.* I acknowledge that the entire contents of the attached proposal/letter of interest and qualification may be publicly disclosed by CTA upon request pursuant to FOIA or may be published in whole or in part on CTA's website or in any other format without further notice to Proposer/Respondent.

_____ The attached proposal/letter of interest and qualification contains information that is proprietary, privileged, or confidential to Proposer/Respondent:

(Insert the name of your company)

pursuant to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/1 *et seq.* To the extent that proprietary, privileged or confidential information is being submitted to CTA in the attached proposal/letter of interest and qualification, the proposal/letter of interest and qualification has been marked as required by CTA's Freedom of Information Act Notice. I acknowledge that the contents of the attached proposal/letter of interest and qualification that are not identified as containing proprietary, privileged or confidential information may be publicly disclosed by CTA upon request or may be published in whole or in part on CTA's website or in any other format without further notice to Proposer/Respondent.

If CTA has any questions regarding the contents of the attached proposal/letter of interest and qualification or information marked as proprietary, privileged, or confidential by Proposer/Respondent, CTA's Freedom of Information Officer should contact (Please Print):

Name: _____

Title: _____

Company: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail: _____

ATTACHMENT H

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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

PROFESSIONAL LAND SURVEYING SERVICES

Various Assignments As-Needed

rev 03/15

Funding:

Job Order:

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PROFESSIONAL CONSULTANT SERVICES AGREEMENT

for

THIS AGREEMENT entered into as of the ____ day of _____, 201__, by and between the Chicago Transit Authority, a Municipal Corporation of the State of Illinois, hereinafter referred to as the "Authority" or "CTA"; and:

professional land surveying consultants authorized to do business in the State of Illinois, hereinafter referred to as the "Consultant".

RECITALS

WHEREAS, the Authority requires certain professional land surveying services; and

WHEREAS, the Consultant warrants and represents that it is ready, willing and able to perform such professional land surveying 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 Project Manager of 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 _____, 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.

"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 the completion of the Scope of Services as expressly noted herein or as may be required by the Authority.

"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.

"Project Director" means the person assigned by Consultant as Consultant's project manager pursuant to Section 6.4.

"Project Manager" means the Authority's Project Manager within the User Department.

"Purchasing Agent" means for this Agreement 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 Agreement matters involving additional time and money.

"Request for Task Order Proposal" means a request by the Authority to Consultant to submit a Task Order Proposal for a land survey.

"Scope of Services" means those services detailed in each task order.

"Services" means, collectively, those necessary to complete the Scope of Services, 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.

"Task Order Assignment" means those land surveys assigned to Consultant for completion after acceptance by the Authority of a Contractor's Task Order Proposal.

"Task Order Proposal" means the Consultant's proposed Fixed Fee to complete the land survey needed by the Authority as described in the Request for Task Order Proposal.

"Using Department" or "CTA User" means the Authority department identified by the Authority at the initiation of the Scope of Services.

"Vice President of the Using Department" or "VP Using Department" means the Authority Vice President identified by the Authority at the kick-off meeting held at the initiation of the Scope of Services.

ARTICLE 3. DUTIES AND OBLIGATIONS OF THE CONSULTANT

3.1 Land Surveys

a. Land Surveys Description

The description and purpose of the Land Surveys shall be as described in the LIQ Document, Exhibit VII.

b. Land Survey Site

The location(s) of the Authority's property to be surveyed will vary per Task Order.

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 land surveying services. 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.

All Deliverables shall be prepared in a form and content satisfactory to the Authority and shall be delivered in a timely manner.

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 Scope of Services 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 User Department or designated representative, the following services:

- a. All Services specified by Exhibit I to this Agreement.
- b. Meetings

The Consultant shall attend such meetings with representatives of the Authority and other interested parties as may be reasonably required in connection with the provision of the Scope of Services hereunder.

3.4 Term of Services – Method of Task Order Assignment

The term of this Agreement will commence as of date on which both parties have executed this Agreement and continue for a period of five years (the "Term"). The Authority's use of the Consultant's Services will be based on need, availability, the type of assignment and the response time involved.

The Authority has executed survey contracts with several qualified firms. Work requests will be rotated among these qualified firms. Work requests will be issued as follows:

- a. the Authority will contact the Consultant by facsimile and/or e-mail to issue a Request for Task Order Proposal. The Consultant must respond to the Authority's Request for Task Order Proposal within two (2) business days. Consultant must indicate to the Authority whether or not it is able to submit a Task Order Proposal in response to the Request for Task Order Proposal. Should Consultant be unable to submit a Task Order Proposal at that time, the Authority will utilize the services of another firm. If Consultant is able to submit a Task Order Proposal, CTA will

mail, messenger or otherwise transmit a description of the proposed land survey and allow Consultant a reasonable time to submit questions. Consultant must submit its Task Order Proposal within seven (7) business days after receiving the description of the proposed land survey.

- b. The Consultant's Task Order Proposal will be evaluated by the Authority. A Task Order Proposal must include a statement of a fixed price for the proposed land survey and documentation supporting that price. In its evaluation, the Authority will review the Task Order Proposal to determine the Consultant's understanding of the proposed land survey and the reasonableness of the price proposed by Consultant. If the Authority determines that the proposed price is unreasonable for the proposed land survey services, the Contractor will be so notified, and the Authority may, at the Authority's sole discretion, contact the Consultant to negotiate the work and price. If the Authority determines the price is unreasonable, with or without negotiation, the Authority will then issue a Request for Task Proposal to another firm. If the Authority accepts the Contractor's Task Order Proposal, the Authority will issue a Notice to Proceed (NTP) by letter or e-mail identifying the specific work. The assigned Request for Task Order Proposal and Task Order Proposals will become part of this Contract.

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 thirty (30) days after receipt of the Notice to Proceed develop and deliver to Authority the Scope of Services for that Task Order.

4.3 Time is of the Essence

Time is of the essence in the Scope of Services. The Consultant shall commence its Services immediately upon receipt of the Notice to Proceed and shall diligently prosecute the Scope of Services to completion.

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 "Fixed Price" Agreement. . In evaluating the price of a Consultant's Task Order Proposal, the Authority will not consider fees of more than \$70 per hour for any person unless the Consultant provides the Purchasing Agent with documentation to support the reasonableness for all individuals whose salaries exceed \$70/hour.
- b) The Consultant will be entitled to receive for satisfactory performance of the Scope of Services the fee as described in each Task Order. The Authority will review a draft of the completed land survey for each Task Order to determine if corrections are needed. The Authority will notify the vendor upon approval of the final survey documents and will request that the vendor invoice the Authority. Invoices will be paid through the Authority's accounts payable system. The Authority normally pays invoices within thirty days of receipt.
- c) Consultant will not be guaranteed a minimum number of assignments under this Agreement. The Authority's use of the Consultant's Services will be based on need, availability, the type of assignment and the response time involved. More than one land surveyor will be used by the CTA at any one time.

5.2 Method of Payment; Invoices

At the completion of Scope of Services, the Consultant shall submit to the Authority an itemized invoice on forms furnished by the Authority. The invoice shall be for Services completed during the invoice period based on the Fixed Fee within the Task Order Proposal submitted by Consultant and approved by the Authority. Payment will be made in full on the basis of approved invoices and supporting documentation.

5.3 [Intentionally Deleted]

5.4 Fixed Fee Payment

The total amount of fixed fee is to be paid at the completion of the Scope of Services by the Consultant.

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 Scope of Services, 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 Agreement work.
- 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 Agreement 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 maintain a staff of competent personnel which is fully equipped, available as needed, licensed as appropriate, and qualified to perform the Services required by this Agreement. The Consultant shall include such persons and positions as identified in the Key Personnel listed in Attachment A of Exhibit I, List of Key Personnel.

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 Agreement - 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.

6.4 Consultant's Project Director.

The Consultant will assign a Project Director for the Agreement, qualified to act in a liaison capacity, and to be available at all times, on matters pertinent to the Scope of Services.

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 Agreement, 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 in whole or in part 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

10.1 CHANGES (AMENDMENT)

The Authority may request changes to a task order assigned to Consultant. Such changes, including any increase or decrease to the Fixed Fee for the Services or delivery time of the

Services, 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 Project Manager upon discovering any conditions or circumstances that may require an adjustment to the Fixed Fee for the Services or delivery time of the Services. Upon notification, the Project Manager will attempt to resolve the identified issue as promptly as possible. The Consultant shall deliver written notice of such claim to the Project Manager within seven (7) 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. Every Claim shall include a sworn and signed certification stating that Consultant has fully reviewed the claim, and that the supporting data is current, accurate, and complete. The certification must also 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 person 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 Agreement.
- c. Within ten (10) days of receipt of a Claim, the Project Manager will send Consultant a writing either: 1) accepting the Claim, or 2) denying the Claim, or 3) requesting additional documentation. If the Project Manager determines that additional documentation is required to evaluate the Claim, he will request additional documentation from the Consultant and state the time for providing additional documentation. Failure by Consultant to provide adequate documentation may result in denial of the Claim.
- d. If the Consultant accepts the Project Manager'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 Project Manager'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 Project Manager's determination. By failing to meet the time limits specified, the Consultant may potentially waive its right to seek an adjustment to the Fixed Fee for the Services or delivery time of the Services. 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 Project Manager 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 [Intentionally Deleted]

ARTICLE 11. DISPUTES

Any dispute concerning an adjustment to Fixed Fee for the Services or delivery time of the Services 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 Scope of Work under the Agreement, as directed by the Authority.

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

12.1 [Intentionally Deleted]

12.2 Termination Provisions for Fixed-Price Consultant Agreement

- a. The Authority may terminate this Agreement in whole or 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 Scope of Services 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 Scope of Services. 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 Agreement is terminated for default, the Consultant shall, if directed by the Authority in its sole discretion, assign such Subconsultant contracts to the Authority. 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 Agreement 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 Agreement 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 a land survey 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 or 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 hereinafter in effect, which may in any manner affect the performance of the Agreement. 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{ TC "18.25 Assurance of Compliance with 49 CFR Part 26"\f C \1 "3" }.

The Consultant, Subconsultant(s) and their employees shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26, as it may be amended from time to time, in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Authority deems appropriate.

The Consultant agrees to include this assurance in all subcontracts.

15.3 Civil Rights.

1. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132, and Federal Transit Law at 49 USC § 5332, 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 Agreement:
 - 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 Agreement. 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 Agreement, 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 Agreement or with any of such rules, regulations, or orders, this Agreement 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 Agreement, 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 Agreement are undertaken or assumed, so that such provisions will be binding upon such Subconsultant. In the same manner as with other provisions of this Agreement, 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 Agreement 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 Agreement. 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 Agreement, 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 Agreement 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 Agreement 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 Agreement, 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 Agreement 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 Agreement 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 Agreement pertains, may have any personal interest, direct or indirect, in this Agreement 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 Agreement 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 Agreement 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 Agreement, 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 Agreement. 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 Agreement, 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 Agreement, the Federal Government is not a party to this Agreement and will not be subject to any obligations or liabilities to the Consultant, or any other person (whether or not a party to this Agreement) in connection with this Agreement or pertaining to any matter resulting from this Agreement 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 (21), 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 Agreement. The Consultant's failure to so comply will constitute a material breach of this Agreement.

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 4220.1F, 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 Scope of Services. 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 auditors, the State Office of the Executive Inspector General, the U.S. Department of Transportation, the Comptroller General of the United States, and the State of Illinois, who may inspect and audit all data and records of 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 completion or termination of this Agreement. In the event of litigation or settlement of claims arising from the performance of this Agreement, 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 a Land Survey 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 Authority's Project

Mangaer, or designee, of any such intended entry. Consent to enter upon a Land Survey 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.

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 Scope of Services. 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 Illinois State Officials and Employees' Ethics Act.

The Consultant agrees to comply with all of the requirements of the Illinois State Officials and Employees' Ethics Act, 5 ILCS 430/1-1 et seq ("Ethics Act"), as it may be amended from time to time, the provisions of which are incorporated into this Agreement to the same force and effect as if set forth in full herein. As required by the Ethics Act, as amended, the Consultant agrees to cooperate fully and expeditiously with the State Office of the Executive Inspector General in all investigations. This obligation applies to all officers, directors, agents, partners, employees, and Subconsultants of the Consultant. Consultant agrees to insert this provision in any subcontracts that it awards in furtherance of performing the Services under this Agreement. Consultant agrees to provide all documents, data, files and other information and access to all witnesses and locations as specified by the State Office of the Executive Inspector General in accordance with the Ethics Act, as amended.

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

The Consultant warrants that no person or agency has been employed or retained to solicit or obtain this Agreement 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 Agreement without liability or, in its discretion, to deduct from the Agreement 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 Scope of Services 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 18. 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 Scope of Work 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 Project Manager 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 15.7 "Authority Ethics Ordinance"
11. Section 15.8 "Program Fraud and False or Fraudulent Statements and Related Acts"
12. Section 15.9 "Foreign Trade Restrictions"
13. Section 15.10 "Conflict of Interest"
14. Section 15.12 "No Federal Obligation to Consultant or Others"
15. Section 15.13 "Obligation to Comply with Changes in Federal Laws and Regulations"
16. Section 15.14 "Incorporation of Federal Transit Administration (FTA) Terms"
17. Section 15.15 "Environmental Requirements"
18. Section 15.16 "Fly America"
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 Agreement 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 all attachments, exhibits and certifications 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 below starting with the Agreement having most precedence and the LIQ Response having least precedence.

1. Scope of Services
2. Cost & Price Sheet
3. Resumes of Key Personnel
4. Insurance Requirements
5. Special Conditions Regarding Disadvantaged Business Enterprise Commitment (Schedules B, C & D)

6. Disclosure of Ownership Interests
7. Certification of Primary Participant regarding Debarment, Suspension, and Other Responsibility Matters
8. Certification of Lower Tier Participant Regarding Debarment, Suspension, and other Responsibility matters
9. Certification of Restrictions on Lobbying
10. Affidavit of Prompt Payment
11. Affidavit of Minimum Wage Payment
12. Certification of Drug Free Workplace
13. LIQ Document
14. LIQ Response

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>

Article 21. Minimum Wage.

Consultant and its Subconsultants must comply with Transit Board Ordinance No. 014-124 ("Minimum Wage Ordinance") and any regulations promulgated in pursuant thereof, to provide for a fair and adequate minimum wage to be paid to certain employees of certain Authority contractors and subcontractors, as described in categories 1, 2 and 3 below. As of November 15, 2014, the minimum wage to be paid pursuant to the Minimum Wage Ordinance is \$13.00 per hour ("Minimum Wage"). This minimum hourly wage is subject to adjustment on July 1 of every year based on the Consumer Price Index.

The Minimum Wage must be paid to:

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

however; the Minimum Wage requirement does not apply:

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

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

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

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

ACCEPTANCE

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

Contract Number:

Dated this _____ day of _____, 201__, at Chicago, IL

CONSULTANT

CHICAGO TRANSIT AUTHORITY

Authorized Signature

TITLE: _____

Vice President Purchasing & Supply Chain

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