

CHICAGO TRANSIT AUTHORITY

Through

JONES LANG LASALLE AMERICAS, INC.

**Request for Proposals for
Operation, Management and Maintenance of
Certain CTA Parking Facilities**

June 1, 2009

Subject: B09OP03768R

Dear Proposer:

The Chicago Transit Authority is seeking proposals for the subject project. Proposal packages are to be delivered to:

Delivery Service or Drop Off

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

or Mail to

Chicago Transit Authority
Bid Office
P.O. Box 7554
Chicago, IL 60680-7554

Due Date: June 26, 2009

Proposals must be received before 3:30 p.m. Chicago time

Where proposals are sent by delivery service or delivered in-person to the CTA Bid Office, the bidders shall be responsible for their delivery to the Bid Office before the advertised date and hour for the opening of bids. If the delivery of the proposal is delayed beyond the date and hour set for the bid opening, proposals thus delayed will not be considered and will be returned unopened. The Bid Office hours are Monday through Friday from 8:00 am to 4:30 pm Chicago time, except holidays.

The following documents should be submitted with the proposal:

**Ten (10) copies of the Technical section
Ten (10) copies of the Price Proposal
Four (4) copies of the DBE portion of the proposal**

Your response should identify the requisition number, the name of the project, the name and address of your firm, a contact person and phone number on the cover page in each section.

Jones Lang LaSalle Americas, Inc. will be managing this RFP and contract as CTA's designated representative. Questions regarding this RFP must be submitted in writing before 5:00 p.m. Chicago time, June 8, 2009 to:

Warren Durbin, Associate
Jones Lang LaSalle Americas, Inc.
200 East Randolph Street
Chicago, Illinois 60601
Phone 312.228.2309
Facsimile 312.416.8106
E-mail to Warren.Durbin@am.jll.com

Questions will not be accepted after this time and date.

CHICAGO TRANSIT AUTHORITY
THROUGH
JONES LANG LASALLE AMERICAS, INC.

REQUISITION NO. B09OP03768R

REQUEST FOR PROPOSALS

FOR

AN AGREEMENT FOR

THE OPERATION, MANAGEMENT AND MAINTENANCE OF

CERTAIN CTA PUBLIC PARKING FACILITIES

FOR A TERM OF FIVE YEARS

June 1, 2009

Confidentiality and Non-Disclosure: Firms requiring additional assistance shall contact Mr. Warren Durbin, Jones Lang LaSalle Americas, Inc. at 312.228.2309 or Patrick McKenna, Chicago Transit Authority at 312.681.2458. Firms, including all team sub-consultants, who contact unauthorized 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. Prime consultants and all sub-consultants are required to sign and submit the “RFP Non-Disclosure Statement Successful Proposer” (Form E) with the proposal.

ISSUED BY
Purchasing Department, Chicago Transit Authority
P.O. Box 7560, Chicago, IL 60680-7560
Marina Popovic, Acting Vice President, Purchasing & Warehousing
Richard L. Rodriguez, President
Carole L. Brown, Chairman

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**CHICAGO TRANSIT AUTHORITY
REQUISITION NO. B09OP03768R
REQUEST FOR PROPOSALS
FOR
THE OPERATION, MANAGEMENT AND MAINTENANCE
OF CERTAIN CTA PUBLIC PARKING FACILITIES**

SECTION 1.00 INTRODUCTION

1.01 Request for Proposals Announcement

The Chicago Transit Authority (the "CTA" or the "Authority") through Jones Lang LaSalle Americas, Inc. ("JLL") is soliciting proposals from qualified firms to operate, manage, and maintain certain CTA Park & Ride and Under 'L' facilities. These facilities include eleven surface commuter parking lots, one structured parking garage, and 31 Under 'L' parking facilities (collectively, "the Parking Facilities") under a single agreement.

The successful proposer will be awarded an agreement to operate, manage, and maintain the subject Parking Facilities for a five year term.

The successful proposer will be required to replace existing revenue collection facilities with state of the art revenue collection equipment in addition to performing the required operating and maintenance services as described in this RFP.

There are no required minimum bid amounts for the: 1) Minimum Guaranteed Compensation, 2) Base Percentage of Net Revenue or 3) Incremental Percentage of Net Revenue.

Jones Lang LaSalle Americas, Inc. will be managing this RFP and contract as CTA's designated representative. Copies of this Request for Proposals ("RFP") are available from CTA's Bid Office and from the CTA website at www.transitchicago.com or www.ctarealestate.com. Questions about the RFP shall be submitted in writing to:

Jones Lang LaSalle, Americas, Inc.
200 E. Randolph Street
Chicago, IL. 60601
Attn: Warren Durbin
Phone 312.228.2309
Facsimile (312.416.8106),
E-mail: Warren.Durbin@am.jll.com

Proposals must be **received** by **June 26, 2009, 3:30 pm (Chicago Time)** at the CTA Bid Office. Proposals received after that time will be returned unopened.

Questions must be submitting in writing to JLL no later than **5:00 PM on June 8, 2009**. Questions will not be accepted after this date and time. Written answers to questions will be provided to registered holders of the RFP document in the form of an addendum by June 15, 2009.

CTA will not be responsible for any costs incurred in the preparation and submittal of proposals. Further, all proposals and materials included in the proposals become the property of the CTA and will not be

returned. The CTA reserves the right to reject any or all proposal(s), in whole or in part, to negotiate with all, some or none of the proposers, and to award an agreement to the proposer whose proposal is most advantageous to the CTA.

All information and materials contained in this RFP or furnished by or on behalf of the CTA are provided without representation or warranty as to the accuracy, completeness or otherwise of such information and are provided to potential proposers without any recourse whatsoever. Each proposer is responsible for independently verifying all information to its own satisfaction.

1.02 CTA Background Information

The Chicago Transit Authority operates the nation's second largest public transportation system, providing bus and elevated/subway train service for Chicago and 40 surrounding suburbs. The CTA operates 24 hours per day, each day of the year. CTA is an integral part of the Chicago area economy and its mission is to deliver quality, affordable transit services that link people, jobs and communities.

The Authority operates a fixed route bus service over approximately 2,517 route miles, utilizing a fleet of nearly 2,222 buses and providing about 1 million passenger trips each weekday in 2008. The Authority's rail system operates about 1,190 rail cars over 224 miles of track and provides about 640,000 passenger trips on an average weekday.

1.03 CTA Parking Program

In addition to fares paid by passengers, CTA derives income from parking, other concessions and rental properties. The scope of this RFP extends only to the Park & Ride facilities and scattered parking sites referred to as Under 'L' parking facilities identified in this RFP in Exhibits 1 and 2 (collectively the "Parking Facilities").

CTA strives to provide customer parking throughout its service area. For this reason, the successful proposer is expected to provide quality management and operations services in keeping with the best practices of the parking management industry for all Parking Facilities listed in this RFP. CTA reserves the right to add or delete parking spaces or Parking Facilities during the term of the agreement.

CTA Park & Ride lots offer short-term parking located within close proximity or directly adjacent to the CTA's Rapid Transit Stations. Park & Ride weekday rates are currently priced at \$4.00 per day at surface lots. Rates at Cumberland Garage start at \$4.00 with a maximum rate of \$12.00 per day. CTA periodically reviews and adjusts parking rates.

The Under 'L' facilities operate under a monthly hang tag system. Residential spaces are \$75 per month and commercial spaces are \$85 per month.

In 2000, the CTA, with agreement from the City of Chicago, began operation of Under 'L' parking facilities which provides monthly permit parking to residents and businesses. The 31 Under 'L' parking facilities are surface parking lots, located directly underneath the elevated right-of-way. The lots feature improvements to the grade surface, such as gravel or crushed asphalt, parking stops and signage. Generally, residents and commercial establishments near the elevated right-of-way use these spaces. These spaces enhance neighborhoods and provide revenue to the CTA. The parking rates for the Under 'L' Program are currently \$75 per month for residential spaces and \$85 per month for commercial spaces. Please see Exhibit 2 for locations, number of spaces and occupancy.

1.04 Offered Agreement - Basic Terms

The basic terms and conditions of the agreement are set forth in this RFP. A model of the agreement (the "Agreement") is attached hereto as Appendix A.

- a) Term: The CTA is offering a comprehensive parking agreement for a five year term.
- b) Scope: The successful proposer will provide all necessary materials, equipment, staff, expertise and services to carry out the required Scope of Services as detailed herein.
- c) Compensation: The successful proposer will pay to the CTA an annual compensation fee which shall be based upon the greater of a Minimum Guaranteed Compensation ("MGC") and a Percentage of Net Revenue ("PNR") Compensation Figure. The PNR Compensation Figure shall be calculated by adding together 1) the product of the Base Percentage of Net Revenues ("Base PNR") times the first \$2.2 million of Net Revenues; and 2) the product of the Incremental Percentage of Net Revenues ("Incremental PNR") times the Net Revenues in excess of \$2.2 million. [By way of example, if Operator's Proposal offered a Base PNR of 43%, Incremental PNR of 90% and Net Revenues from the Parking Facilities were \$2,700,000, then the PNR Compensation Figure would be \$1,396,000 which was calculated as the sum of: 1) 43% times \$2,200,000 which equals \$946,000; and 2) \$500,000 times 90% which equals \$450,000. If the Operator's Proposal offered a MGC of \$1,200,000, then the CTA's Compensation would be \$1,396,000 since this PNR Compensation Figure is greater than the Operator's proposed MGC.] Payment of compensation is further defined below in Section 4.01 and in the Model Agreement provided in Appendix A. Net Revenues shall be defined as Gross Revenues less taxes, fees and other expenses as defined in more detail in the Model Agreement provided in Appendix A. Gross Revenues shall consist of all of the revenues, including all monies, fees, receipts, rents, fines, or other charges collected for the parking of motor vehicles at the CTA parking facilities. A reconciliation of the MGC and the PNR shall be performed semi-annually for each contract year.
- d) Capital Improvements: Certain capital improvements are required during the Initial Term and others are required during the Option Term. Required Initial Term capital improvements by the successful proposer include the replacement of all Park & Ride revenue control and access control equipment in accordance with specifications provided herein.

SECTION 2.00 RFP SCHEDULE

The following schedule* is a guide for implementation of the CTA Parking Services RFP and the Agreement.

1. Publish RFP	June 1, 2009
2. Written Questions Due	June 8, 2009
3. Answers to Questions	June 15, 2009
4. Proposals Due	June 26, 2009

***Note: All dates are approximate and subject to change.**

SECTION 3.00 SCOPE OF SERVICES

The CTA is offering a parking agreement (the “Agreement”) for the management, operation, and maintenance of 12 Park & Ride facilities that consist of 11 surface lots and one structured parking garage together containing approximately 3,400 parking spaces as further described in this RFP and detailed in Exhibit 1 (the “Park & Ride Facilities”). In addition, the successful proposer will be responsible for licensing (to individuals and businesses) and management of approximately 320 parking spaces in 31 lots of varying sizes at locations scattered under and along the rapid transit elevated structure (the “Under ‘L’ Parking Facilities”), as described further in this RFP and detailed in Exhibit 2. The successful proposer shall provide all material, equipment, staff, systems and expertise to perform the scope of services as provided in of the model Agreement provided in Appendix A. This section provides a summary of requirements that are further detailed in the model Agreement provided in Appendix A. The successful proposer will be expected to enter into an Agreement substantially in the same form as provided in Appendix A.

3.01 Parking Facilities

The parking facilities shall include the Park & Ride Facilities and Under ‘L’ Parking Facilities (collectively the “Parking Facilities”) listed below which may be added to or reduced from time- to- time. Diagrams of the Park & Ride Facilities and location maps of the Under ‘L’ Facilities are provided in Exhibit 4. Kiss and Ride locations are not included within the Parking Facilities. Supplemental information about the Parking Facilities is provided in Appendix C.

A. Park & Ride Facilities include:

- a) **Cumberland Garage** – Four story cement parking structure with 1633 parking spaces
- b) **54th/Cermak** – Four separate surface lots offering 175 parking spaces.
- c) **Ashland/63rd** – **Paved** surface lot offering 235 parking spaces.
- d) **Halsted/Archer** – Paved surface lot offering 31 spaces.
- e) **35th/Archer** – Two separate lots offering 69 parking spaces combined.
- f) **48th/Kedzie** – Paved surface lot offering 157 spaces.
- g) **49th/Western** – Paved surface lot offering 200 spaces.
- h) **51st/Pulaski** – Paved surface lot offering 390 spaces.
- i) **Midway** – Paved surface lot offering 299 spaces.
- j) **Kimball/Lawrence** – Paved surface lot offering 73 spaces.
- k) **Kedzie/Lawrence** – Gravel surface lot offering 56 spaces.
- l) **Garfield** – Paved surface lot offering 117 spaces

B. The Under ‘L’ Parking Facilities include:

- a) **Locust/Walton** – Surface parking for 10
- b) **Chestnut/Locust** – Surface parking for 3
- c) **Walton/Oak** – Surface parking for 7
- d) **Oak/Wendell** – Surface parking for 12
- e) **California/Marshall** – Surface parking for 10
- f) **Cleveland/Mohawk** – Surface parking *
- g) **14th Street/14th Place** – Surface parking *
- h) **14th Place/16th Street** – Surface parking for 17
- i) **16th Street/18th Place** – Surface parking for 5
- j) **18th Street/Cullerton** – Surface parking for 26
- k) **Cullerton/21st** – Surface parking for 19

l) 21 st /Cermak –	Surface parking for 17
m) 23 rd Street/24 th Street –	Surface parking *
n) 47 th Street –	Surface parking for 10
o) 13 th Street/14 th Street –	Surface parking *
p) 13 th Street/Hastings –	Surface parking for 22
q) Bloomingdale/Moffat –	Surface parking for 6
r) Western/Campbell –	Surface parking for 27
s) Washtenaw/California –	Surface parking for 28
t) Newport/Cornelia –	Surface parking for 19
u) Roscoe/Newport –	Surface parking for 6
v) Waveland/Grace –	Surface parking for 2
w) Dakin/Sheridan –	Surface parking for 11
x) Southport (3408-3412) –	Surface parking for 12
y) Sheffield/Webster (950 Webster) –	Surface parking for 10
z) North/Concord –	Surface parking for 7
aa) Caton/Wabansia –	Surface parking for 5
bb) Berteau at Ravenswood –	Surface parking for 5
cc) California/Milwaukee/Lyndale –	Surface parking *
dd) Milwaukee/Fullerton/Sacramento –	Surface parking for 6
ee) Milwaukee/Medill/Fullerton –	Surface parking for 18

* Car stops and/or signage need to be added before spaces will be available for rent at these locations. The Operator is responsible for paying these expenses.

The CTA hosts car-sharing locations throughout the system and has separate contracts with I-Go and Zipcar for parking at CTA facilities. Currently there are 36 spaces located in 15 facilities. CTA reserves the right to decrease, maintain, and/or increase car-sharing parking spaces. Increases or decreases will be handled as specified below in 3.02. Car sharing spaces are outside the Parking Facilities and are listed in Exhibit 3. The successful proposer is required allow the program to continue and will not share in any revenue from this program.

3.02 Additions and Deletions of Parking Facilities

The CTA reserves the right to add, reduce or delete Parking Facilities or portions thereof from the Agreement. If a Parking Facility is eliminated in whole or in part from the Agreement, the CTA will reduce the Minimum Guaranteed Compensation (defined in Section 4.00 Paragraph 4.01 herein and in Appendix A) by the amount proposed for that Parking Facility in Form A (or, if a portion of a Parking Facility is deleted from the premises, the MGC will be adjusted on a pro rata basis for that Parking Facility). [By way of example, if Operator's Proposal offered \$10,000 for a Parking Facility with 100 parking spaces, each parking space would represent \$100 per year of MGC. In the event Owner removed five spaces from that Parking Facility, the MGC would be reduced by \$500.]

The addition of new Under 'L' facilities may occur during the term of the Agreement. In addition, the CTA is exploring the potential of transit oriented development around its stations which may impact Parking Facilities included herein.

CTA will have the right during the Term to modify the existing Parking Facilities on a temporary or permanent basis for any reason including, but not limited to the following:

- a) To provide additional parking spaces;
- b) To add one or more parking facility(ies);
- c) To increase the spaces available for public parking by acquisition or devotion of additional land or redesign, re-striping, renumbering or otherwise;
- d) To decrease the number of parking spaces for any transportation purpose (e.g., to perform structural repairs, etc.);
- e) To convert all or part of a Parking Facility to another use (e.g., use part of the land for other transportation purposes, use of the air rights over a Parking Facility for construction, use of all or a portion of a facility for Transit Oriented Development, etc.); or
- f) Upon the sale of a Parking Facility.

The successful proposer shall accommodate these changes in its operation of the Parking Facilities. The successful proposer shall also update the parking Operations Plan (as defined in Appendix A) to accommodate these permanent changes within 30 days of notification of the modification by the CTA. The revised Operations Plan will be subject to the approval of the CTA. In the event the CTA adds additional Facilities, see Appendix A including but not limited to Sections 5 and 42 for a discussion of changes in compensation due under the proposed Agreement.

3.03 General Maintenance Requirements

Maintenance tasks shall be performed in accordance with an approved Operations Plan that will be incorporated into the Agreement. As part of proposers' submittals to the CTA, proposers shall provide a draft Operations Plan that provides a detailed description of how maintenance will be performed. Further definition is provided in the model Agreement found in Appendix A.

The successful proposer shall maintain all Parking Facilities in a clean and safe condition. Maintenance requirements shall include sweeping, garbage and trash removal, revenue and access control equipment, lighting, signage, weed control, snow removal and as further specified in Appendix A.

The successful proposer's services will be subject to CTA review, inspection and verification of any and all maintenance activities and reporting requirements at any time without notice.

The CTA will be responsible for any structural repairs at its structured parking garages as defined in the Agreement.

3.04 Use of Parking Facilities

The successful proposer shall manage, operate, and maintain the Parking Facilities as paid parking for regular vehicles. Regular vehicles are defined as any vehicle that will fit in a standard 9'x16' or 9'x17' parking space. Parking of other vehicles will require CTA permission. The successful proposer shall not use the Parking Facilities for purposes other than those required under the Agreement. However, the CTA reserves the right to itself and others for other ancillary and complimentary uses, including other revenue generating activities, in its sole discretion, except as otherwise stated herein.

The successful proposer is responsible for identifying and complying with all applicable local, state and federal rules, regulations, permits, approvals, laws and any other applicable requirements of law necessary for the proposer to provide the services listed herein.

3.05 Hours of Operation

The successful proposer will operate all Parking Facilities 24 hours a day, seven days a week, 365 days a year (366 in a leap year).

3.06 Revenue Collection and Access Control

The successful proposer will be required to purchase, install and operate new revenue collection equipment for all Park & Ride facilities. Under 'L' facilities are exempt from this requirement. The revenue control system selected by the successful proposer and approved by the Authority (which approval shall be given by the CTA on or before the execution date of the Agreement) must be installed and fully operational within 120 days of the commencement date of the Agreement. Failure to install the approved new revenue control system will result in liquidated damages being assessed in the amount of five (5%) percent of the daily net revenues for every day for each facility beyond the one hundred and twenty day installation period that the new system remains incomplete.

The new access and revenue control equipment and enforcement system shall contain adequate safeguards against employee and third party theft of revenues, manipulation of electronic transaction records and employee or customer parking without payment of a fee unless expressly permitted within the contract Agreement. The new access and revenue control equipment shall accept cash, credit cards, and magnetic smart card as further defined in Appendix A, Exhibit A, Section 2.03. Proposals should address options for retrofitting the equipment in later years to accommodate payment with a proximity card or contactless smart card that would be part of the CTA's train fare payment system.

Specifications of equipment, including cost estimates for the purchase and installation of the equipment, are required as part of Proposal Form F as part of the draft Operations Plan.

Within 30 days of completion of the installation of the revenue and access control equipment, the successful proposer shall provide an accounting, certified as true and correct by an officer of the firm, of the cost of the equipment and installation including copies of invoices, subcontracts, receipts, checks for payment, and lien waivers from all subcontractors ("Cost Accounting of Parking Control Systems").

The successful proposer will be responsible for revenue collection, invoicing and enforcement of the Under 'L' facilities by other methods approved by the CTA. The current Under 'L' program is administered through a website where patrons can purchase the hang tags on a monthly basis.

3.07 Parking Rates

The CTA will determine the parking rates for each parking location. The successful proposer shall collect parking fees in accordance with these approved rates and shall install signage and other notices to customers of parking rates and rate changes as may occur from time to time. Collection of parking fees not in conformance with the CTA published rates shall constitute a breach of contract and may result in termination of the Agreement. The current parking rates for each Parking Facility are listed in Exhibits 1 and 2.

3.08 Staffing

The successful proposer shall provide sufficient staff to conduct daily checks as provided in the Scope of Services of the model Agreement and shall have one full time staff person at the structured parking garage at all times. In addition, the successful proposer will provide staff or subcontractors to carry out all the services required herein. The CTA will consider alternatives to providing one full-time staff person at the structured parking garage to be determined at CTA's sole discretion.

A project manager shall be assigned by the successful proposer with responsibility for oversight of Parking Facilities and shall be the single point of contact between the CTA, its representatives and the successful proposer.

Site staff shall be trained in daily operations as well as customer service. Uniforms shall be provided to site staff with name badges clearly stating the company name and the staff person's name. The successful proposer and its staff shall conduct themselves in a helpful courteous manner towards CTA parking customers at all time. The CTA reserves the right to request that any staff member be removed and replaced in its sole discretion.

The successful proposer must provide CTA with pertinent contact information for two local contacts who will be available 24/7 for emergencies and operational needs.

The CTA reserves the right to require the successful proposer to provide additional personnel or to modify its operating procedures if, in the CTA's sole discretion, the Successful Proposer's operations create congestion, interfere with traffic circulation, or cause material inconvenience for patrons.

The successful proposer and its subcontractors must comply with CTA security requirements for employees including standard commercial background checks.

3.09 Customer Complaints

The successful proposer shall have a methodology for customer complaints and shall post in plain view at each location, contact information for handling customer complaints and questions. Reporting of customer complaints and responses will be required as specified in Appendix A.

3.10 Reporting

The successful proposer shall provide daily and monthly reports including maintenance reports, customer service reports, revenue and occupancy reports and other reports as described in Appendix A and as may be required by the CTA.

3.11 Inspections and Enforcement

The successful proposer shall provide at least the minimum number of parking enforcement checks per day as indicated in the table in Exhibit A.1 of Appendix A. A system for writing violation citations and enforcing parking rules, regulations and fee collection will be implemented and included in monthly reporting as specified in Appendix A. In addition, a clearly marked towing and/or booting system shall be implemented and operated by the successful proposer or its subcontractor.

3.12 Cost of Operations

All costs of operations shall be at the successful proposer's sole expense. In addition to site operations and maintenance costs, the successful proposer will assume all other operating costs, including, but not limited to, all clerical, reporting, accounting, employee benefits and employment taxes, the remittance of all parking taxes, the costs of obtaining all required governmental permits and licenses and the cost of any other fee that may be levied against the subject parking facilities due to their operation or existence.

3.13 Security

The successful proposer is responsible for the security of its employees, on-site cash, the Revenue and Access Control equipment and other Equipment at all locations at successful proposer's own expense.

3.14 Marketing

The successful proposer shall provide all marketing materials and activities to maximize the revenue potential of each Parking Facility.

3.15 Maximization of Parking Facilities

Within 60 days of the commencement date of the Agreement, the successful proposer, at its sole cost, shall provide CTA with a written plan with recommendations for improving, where possible, the parking layout of each facility with the goal of maximizing the revenue potential of each location ("Revenue Maximization Plan"). The Revenue Maximization Plan shall demonstrate that any recommended changes to the parking layout meet any local zoning or permitting requirements, or describe any required steps to obtain any such local approvals. In addition, the plan shall include a cost benefit analysis. In addition, the Revenue Maximization Plan shall describe other additional revenue generating opportunities (both parking and ancillary) possible at each of the Parking Facilities. The successful proposer may commence the Revenue Maximization Plan upon approval by the CTA at any time during the first year of the Term but not later than 60 days after the commencement of Year Two of the Term.

SECTION 4.00 OTHER TERMS

4.01 Payment of Compensation to CTA

The successful proposer will pay to the CTA compensation which shall be based upon the greater of the Minimum Guaranteed Compensation ("MGC") and the Percentage of Net Revenue Compensation Figure ("PNR Compensation Figure"). The PNR Compensation Figure shall be calculated by adding together 1) the product of the Base Percentage of Net Revenues ("Base PNR") times the first \$2.2 million of Net Revenues; and 2) the product of the Incremental Percentage of Net Revenues ("Incremental PNR") times the Net Revenues in excess of \$2.2 million. [By way of example, if Operator's Proposal offered a Base PNR of 43%, Incremental PNR of 90% and Net Revenues from the Parking Facilities were \$2,700,000, then the PNR Compensation Figure would be \$1,396,000 which was calculated as the sum of: 1) 43% times \$2,200,000 which equals \$946,000; and 2) \$500,000 times 90% which equals \$450,000. If the Operator's Proposal offered a MGC of \$1,200,000, then the CTA's Compensation would be \$1,396,000 since this PNR Compensation Figure is greater than the Operator's proposed MGC.] For more detailed definitions and explanations, please refer to Sections 4, 5, and 42 of the Model Agreement at Appendix A.

A reconciliation of the MGC and the PNR shall be performed semi-annually for each contract year. The MGC shall be paid in 12 equal monthly installments in advance. Each semi-annual reconciliation report shall be delivered to the CTA together with any PNR due within 30 days after the close of business for

each 6 month period. In the event any overpayment to the CTA by the successful proposer is determined to have been made after any contract year, then the successful proposer shall credit any overpayment against the next month's MGC. Upon expiration of the Agreement, any overpayment shall be returned by CTA within 30 days of receipt of the annual reconciliation report. Also see Appendix A.

4.02 Insurance

At all times during the term of the Agreement, the successful proposer must maintain policies of insurance as required in Appendix A (including but not limited to Exhibit D, Operator's Insurance and Bond Requirements).

4.03 CTA Designated Representative

The CTA has designated a representative for real estate matters who will act as the primary CTA point of contact with the successful proposer's project manager. The designated representative shall manage the Agreement on behalf of the CTA. The current designated representative is:

Jones Lang LaSalle Americas, Inc.
200 E. Randolph Street
Chicago, IL. 60601
Attn: Warren Durbin, Associate
Phone 312.228.2309
Facsimile 312.416.8106
Warren.Durbin@am.jll.com

SECTION 5.00 SUBMITTAL REQUIREMENTS

Responses to this RFP shall be submitted on standard 8 ½" x 11" single-sided, letter size paper and bound vertically on the left side, with printed material on one side only. The use of expensive and elaborate submittals is not necessary. All proposals submitted become the property of the CTA and no materials will be returned.

A complete proposal as specified in this RFP and must be submitted in three packages under separate cover in the number of copies specified below. Documents with original signatures should be clearly labeled as such. Any failure to comply with the instructions provided in this package might be cause for rejection of the submission.

The proposal must contain sufficient detail to enable the CTA to evaluate it according to the criteria outlined in Section 6.00 Evaluation Process and Criteria. Failure to comply may be cause for rejection of the submission. The CTA reserves the right to accept or reject any or all submittals or parts thereof.

5.01 Technical Proposal and Qualifications – Package One

The CTA seeks a qualified firm that has the experience, staff and financial resources to perform the full range of parking services described in this RFP. Only those proposers (principals, management and operating team) who demonstrate they have at least five consecutive years of experience operating a parking management business in an urban setting with the size and volume commensurate with the CTA system will be considered qualified. This will include experience with a system of similar size, complexity, and use of electronic revenue control equipment. Proposers must also demonstrate sufficient financial resources for operations and future capital improvements.

Proposers are required to submit a technical proposal answering each and every question and request for information included on Forms B, C, D, E and F including, but not limited to, the following:

1. Cover Letter

The cover letter must contain a commitment to provide the services described in this RFP. The cover letter must include the name and signature of a representative of the proposer who is authorized to negotiate a contract with the CTA.

2. Table of Exceptions

A summary must state whether the proposal does or does not fully comply with the requirements as defined in this RFP and shall provide a detailed list of exceptions to the Scope of Work, the Model Management Agreement or other RFP requirements including all exhibits and appendices. This list must be in table form and must identify the page, section number, provision and the specific exception, non-conformance and/or substitute language proposed. Failure to identify any specific items of non-compliance will result in CTA assuming compliance. The CTA, at its sole discretion, may modify, or reject any exception or proposed change. Changes to the Agreement may not be considered or negotiated if not submitted as part of the proposal.

3. Project Approach

- a) A detailed draft maintenance plan, customer service plan, a detailed draft operations plan, and a draft revenue maximization plan demonstrating how the proposer intends to perform the required scope of services provided in Appendix A.
- b) A detailed draft snow removal plan.
- c) A detailed history of the firm, its structure, and its skill and experience in parking operations. This information should be provided for each proposed subcontractor.
- d) Provide three references from suppliers, business associates, or neighborhood organizations with recent (within five years) knowledge of the proposer's work. By providing references, proposer agrees that the CTA may contact each reference.
- e) Provide at least one reference from a financial institution.
- f) Provide resumes of the key personnel who will be responsible for each aspect of the Scope of Work and state who will be the primary contact to the CTA. Key employees whose positions require licensing by any government agency must hold current licenses. Additional training or membership in professional organizations should be noted in key employees' resumes. Replacements for key employees must have equivalent qualifications.
- g) Describe the new access and revenue control system proposed including the expected useful life and strength and integrity of the theft/leakage safeguards.
- h) Describe the specialized information systems that will be provided by the firm at its cost and used in parking management.
- i) Provide a detailed capital improvement plan and demonstrate the resources to carry out the plan.
- j) Provide a summary of the firm's financial resources and stability, including a copy of the last three years audited financial statements.
- k) List and briefly describe all legal actions for the past three years in which the firm (or any team member) has been: (a) a debtor in bankruptcy; (b) a defendant in a lawsuit for deficient performance under a contract; (c) a respondent in an administrative action for deficient performance on a project; (d) a defendant in any criminal action. If a joint venture is submitting a response, this requirement shall apply to each member of the joint venture.

Package One must include one original, one CD-ROM, and nine copies of each of the following unless otherwise noted:

- ✓ Cover Letter signed by a qualified proposer with the name of the proposer and contact information.
- ✓ Proposal Form B – Business Qualifications
- ✓ Proposal Form E – Draft Operations Plan and Draft Revenue Maximization plan

5.02. Disadvantaged Business Enterprise (DBE) – Package Two

Package Two shall contain one original and three copies of proposer's policies and approach to utilization of disadvantaged firms and completed Schedules B, C, and D as appropriate (Form C). The CTA encourages any collaborative arrangements that will work to benefit this project. If such arrangements are made, Proposers must assume full responsibility for the work performed by all sub-contractors.

5.03 Financial Proposal – Package Three

Package Three must include one original and ten copies of Form A – Financial Proposal. Proposers must state their payment proposals in Form A – Financial Proposal. Form A shall be submitted in a separate sealed envelope clearly marked "Package Three: Financial Offer for CTA Parking Management Services RFP Requisition No. B09OP03768R dated June 1, 2009" and with the proposers name and contact information. **Package Three** shall include one original, one CD-ROM, and nine (90) copies of the following:

- ✓ Proposal Form A – Financial Proposal.
- ✓ Commitment Letter for a Performance Bond/Letter Of Credit for the amount of the proposed capital cost of the revenue and access control equipment as described in Exhibit D of Appendix A.
- ✓ Proposal Form D – Certifications
- ✓ Proposal Form E – Non-Disclosure Statement (A separate form must be submitted by the prime consultant and each sub-consultant)
- ✓ Deposit – The lesser of: a) 5% of the total offer amount (MGC and equipment cost) or b) fifty thousand dollars (\$50,000.00) in the form of a banker's or cashier's check made payable to the CTA (one only)

The deposit of the successful proposer will be applied to the first month's MGC. The proposers who are not selected will have their proposal deposit checks and commitment letters for performance bond or letter of credit returned to them upon the earlier of a) the execution of the Agreement by the successful proposer or b) within 120 days from the opening of the Form A - Financial Offer.

At contract execution, the successful proposer shall provide a performance bond or letter of credit that will be released upon 1) completion of the required installation of revenue and access control equipment, and 2) upon the receipt and acceptance of the Accounting of Parking Control Systems as defined herein.

There are no required minimum bid amounts for the: 1) Minimum Guaranteed Compensation, 2) Base Percentage of Net Revenue or 3) Incremental Percentage of Net Revenue; however, the Incremental PNR cannot be less than the Base PNR for an offer to be acceptable.

SECTION 6.00 EVALUATION PROCESS AND CRITERIA

All proposals will be evaluated by the CTA, which reserves the right to make an award or choose not to award to any Proposer, on the basis of greatest benefit to the CTA. The evaluation will be based primarily on the written proposal. However, the CTA may also require oral presentations by those Proposers in the competitive range. All responses will be evaluated by one or more evaluation committee(s). Following the evaluation process, the CTA may select Proposers in the competitive range for negotiations.

The CTA reserves the right to reject any or all proposals or parts thereof as it deems necessary for any reason. In addition, the CTA reserves the right to make an award to one responsible Proposer whose offer best conforms to the requirements of this solicitation and is most advantageous to the CTA.

In reviewing and evaluating the responses to this RFP, the CTA will consider the following factors, which are listed in the order of their relative importance, beginning with the most important:

1. Financial Proposal
 - a. Highest Financial Proposal: The Highest Financial Proposal will be determined by the highest offer MGC provided in Form A – Financial Proposal
 - b. Percentage Revenue: The highest Base PNR and highest Incremental PNR provided in Form A – Financial Proposal
2. Comprehensiveness of the proposed services to meet the requirements of Section 3.00 Scope of Services of this RFP including, but not limited to the operations and maximization plan, date integrity, and anti-theft /manipulation controls.
3. Credentials of the firm including demonstrated financial stability, experience and references

The CTA retains the right to require additional information including revised pricing information from any Proposer, and to determine the veracity of the information in the proposal. A proposal found to be based on inaccurate or misrepresented information may be dismissed from further consideration.

Proposers in the competitive range, in contention for negotiations or award of the contract, may be required to make oral presentations. Failure of a Proposer to report for an oral presentation will be cause for dismissal of that Proposer's proposal from further consideration. However, the CTA is not required to hear a presentation from any Proposer and reserves the right to issue a contract based on the initial proposal submitted without providing any Proposer an opportunity for oral presentations or negotiations.

After determining which Proposers are in the competitive range, the CTA may conduct negotiations with those Proposers to discuss any deficiencies in their proposal and to ensure that the Proposers fully understand all the requirements of the RFP and have, or can obtain, the required equipment, personnel, materials, insurance, software, hardware, or services. Should there be negotiations the CTA will issue to those Proposers remaining in the competitive range an invitation to submit a Best and Final Offer (BAFO). The BAFO will reflect the Proposer's final proposal to the CTA based on the oral presentation and/or negotiations.

At the conclusion of negotiations, and following receipt of any and all additional materials requested, CTA may determine a relative ranking of Proposers based on an all-inclusive evaluation.

RFP EXHIBIT 1

PARK & RIDE FACILITIES

1. Cumberland Garage (5800 N. Cumberland Ave., Chicago IL. 60631)

Description:

Four (4) story cement parking structure with 1633 parking spaces available. The garage offers two (2) entrance lanes with two (2) Amano ETP-22 ticket Dispensers per lane. The garage has three (3) exits lanes with cashier booths. Each booth is equipped with one (1) Amano AGP-5210 fee computer, one (1) Amano AGP-0505 validating slip printer and one (1) Amano AGP-5910 customer display monitors. All five of the garage's gates are equipped with Amano AGP-1710 parking gates. All the above mentioned equipment was installed in September of 2002. This location also has a security guard booth and office trailer.

Rate Structure:

\$4.00 for 12 hours;

\$6.00 for 12-14 hours

\$8.00 for 14-16 hours

\$10.00 for 16-18 hours

\$12.00 for 18-24 hours

Lost Ticket \$12.00

Each additional 24 hours or fraction thereof \$12.00

2. 54th/Cermak (Off Central Ave. North of Cermak, Cicero IL. 60650)

Description: Paved surface lot offering 175 parking spaces. This location was reconstructed in August 2003. The fare collection equipment is steel slot boxes.

Rate Structure: \$4.00 for 12 hours

3. Ashland/63rd (6315 S. Ashland Ave., Chicago IL. 60636)

Description: Surface lot offering 235 parking spaces. This lot was completely resurfaced in November of 2002. A 10" aggregate base course was added where necessary. A 1½" bituminous binder course and 1½" bituminous surface coat were installed. The fare collection equipment for this location is steel slot boxes.

Rate Structure: \$4.00 for 12 hours

4. Halsted/Archer (2520 S. Archer Ave., Chicago IL. 60608)

Description: Paved surface lot with 31 spaces (including one car sharing space). This lot was sealed and restriped in June 2003. The fare collection equipment for this location is steel slot boxes.

Rate Structure: \$4.00 for 24 hours

5. 35th/Archer (3528 S. Leavitt Ave., Chicago IL. 60609)

Description: This location has two (2) separate lots offering 69 parking spaces combined (including two car sharing spaces). This lot was sealed and striped in June 2003. The fare collection equipment for this location is steel slot boxes.

Rate Structure: \$4.00 for 12 hours

6. 48th/Kedzie (3242 W. 48th Place, Chicago IL. 60632)

Description: Paved surface lot offering 157 spaces. This lot was sealed and restriped in June 2003. The fare collection equipment for this location is steel slot boxes.

Rate Structure: \$4.00 for 12 hours

7. 49th/Western (4901 S. Western Ave., Chicago IL. 60609)

Description: Paved surface lot offering 200 spaces. This lot was sealed and restriped in June 2003. The fare collection equipment for this location is steel slot boxes.

Rate Structure: \$4.00 for 12 hours

8. 51st/Pulaski (5106 S. Pulaski Rd., Chicago IL. 60632)

Description: Paved surface lot offering 390 spaces. The fare collection equipment for this location is steel slot boxes.

Rate Structure: \$4.00 for 12 hours

9. Midway (4612 W. 59th St., Chicago IL. 60629)

Description: Paved surface lot offering 299 spaces. This lot was sealed and restriped in June 2003. The fare collection equipment for this location is steel slot boxes. This lot also includes an attendant's booth and office trailer.

Rate Structure: \$4.00 for 12 hours

10. Kimball/Lawrence (4755-57 N. Kimball Ave., Chicago IL. 60625)

Description: Paved surface lot with 73 spaces (including two car sharing spaces). This lot was sealed and restriped in June 2003. The fare collection equipment for this location is steel slot boxes.

Rate Structure: \$4.00 for 12 hours

11. Kedzie/Lawrence (4648 N. Kedzie Ave., Chicago IL. 60625)

Description: Gravel surface lot with 56 spaces (including two car sharing spaces). The fare collection equipment for this location is steel slot boxes.

Rate Structure: \$4.00 for 12 hours

12. Garfield (5419 – 49 S. Prairie Ave., Chicago IL. 60625)

Description: Paved surface lot offering 117 spaces. The fare collection equipment for this location is a pay-by-space machine that accepts cash.

Rate Structure: \$4.00 for 12 hours

RFP EXHIBIT 2 UNDER 'L' PARKING FACILITIES

The Under 'L' facilities operate under a monthly hang tag system. Residential spaces are \$75 per month and commercial spaces are \$85 per month.

Under 'L' Parking Facilities:			
APPROVED UNDER 'L' LOCATIONS	APPROVED SPACES with car stops*	TOTAL SOLD*	OPENING DATE
Locust to Walton (Brown)	10	2	8/1/2006
Chestnut to Locust (Brown)	3	2	8/1/2006
Walton to Oak (Brown)	7	5	8/1/2006
Oak to Wendell (Brown)	12	0	8/1/2006
California to Marshall Blvd. (Pink)	10	0	4/1/2008
Cleveland to Mohawk (Brown)	**	0	9/6/2004
14th St. to 14th Pl. (Green)	**	0	10/1/2006
14th Place to 16th Street (Green)	17	17	10/1/2006
16th Street to 18th Place (Green)	5	4	10/1/2006
18th Street to Cullerton (Green)	26	15	10/1/2006
Cullerton to 21st (Green)	19	13	4/1/2008
21st Street to Cermak (Green)	17	0	10/1/2006
23rd Street to 24th Street (Green)	**	0	10/1/2006
47th (Green Line)	10	0	4/1/2008
13th St. to 14th St. (Green)	**	0	10/1/2006
13th to Hastings (Pink)	22	0	4/1/2008
Bloomingdale to Moffat (Blue)	6	0	3/1/2006
Western to Campbell (Brown)	27	9	3/29/2002
Washtenaw to California (Pink)	28	0	4/1/2008
Newport to Cornelia (Red)	19	19	11/1/2005
Roscoe to Newport (Red)	6	6	5/4/2004
Waveland to Grace (Red)	2	2	10/1/2006
Dakin to Sheridan (Red)	11	11	6/1/2007
Southport (3408-3412) (Brown)	12	12	8/1/2008
Sheffield & Webster (950 Webster) (Red)	10	10	8/1/2008
North to Concord (Blue)	7	1	4/1/2008
Caton to Wabansia (Blue)	5	0	4/1/2008
Berteau at Ravenswood (Brown)	5	4	2008
California/Milwaukee/Lyndale (Blue)	**	0	2008
Milwaukee/Fullerton/Sacramento (Blue)	6	0	2008
Milwaukee/Medill/Fullerton (Blue)	18	0	2008
TOTAL	320	132	

* These counts exclude any car sharing spaces.

** Car stops and/or signage needs to be added before spaces will be available for rent at these locations.

RFP EXHIBIT 3

CAR-SHARE SPACES

The following spaces are Car-Share Spaces and are excluded from the Parking Facilities offered in this RFP:

Park & Ride Facilities:

<u>Facility</u>	<u>Number of Car-Share Spaces</u>
Kimball/Lawrence	2
Kedzie/Lawrence	2
35 th /Archer	2
Halsted/Archer	1
<u>Total Park & Ride Car-Share Spaces:</u>	<u>7</u>

Under 'L' Facilities:

<u>Facility</u>	<u>Number of Car-Share Spaces</u>
Brown Line	
Western to Campbell	3
Chestnut to Wendell	1
Berteau/Ravenswood	2
Southport	2
Blue Line	
North to Concord	3
Caton to Wabansia	3
Milwaukee/California/Lyndale	4
Milwaukee/Fullerton/Sacramento	4
Green Line	
13 th Street to 18 th Street	1
Red Line	
Dakin to Sheridan	3
Roscoe to Cornelia	3
<u>Total Under 'L' Car-Share Spaces:</u>	<u>29</u>
<u>Total Car-Share Spaces:</u>	<u>36</u>

RFP EXHIBIT 4

**PARKING LAYOUT DIAGRAMS FOR PARK AND RIDES
AND
LOCATION MAPS OF UNDER 'L' FACILITIES**

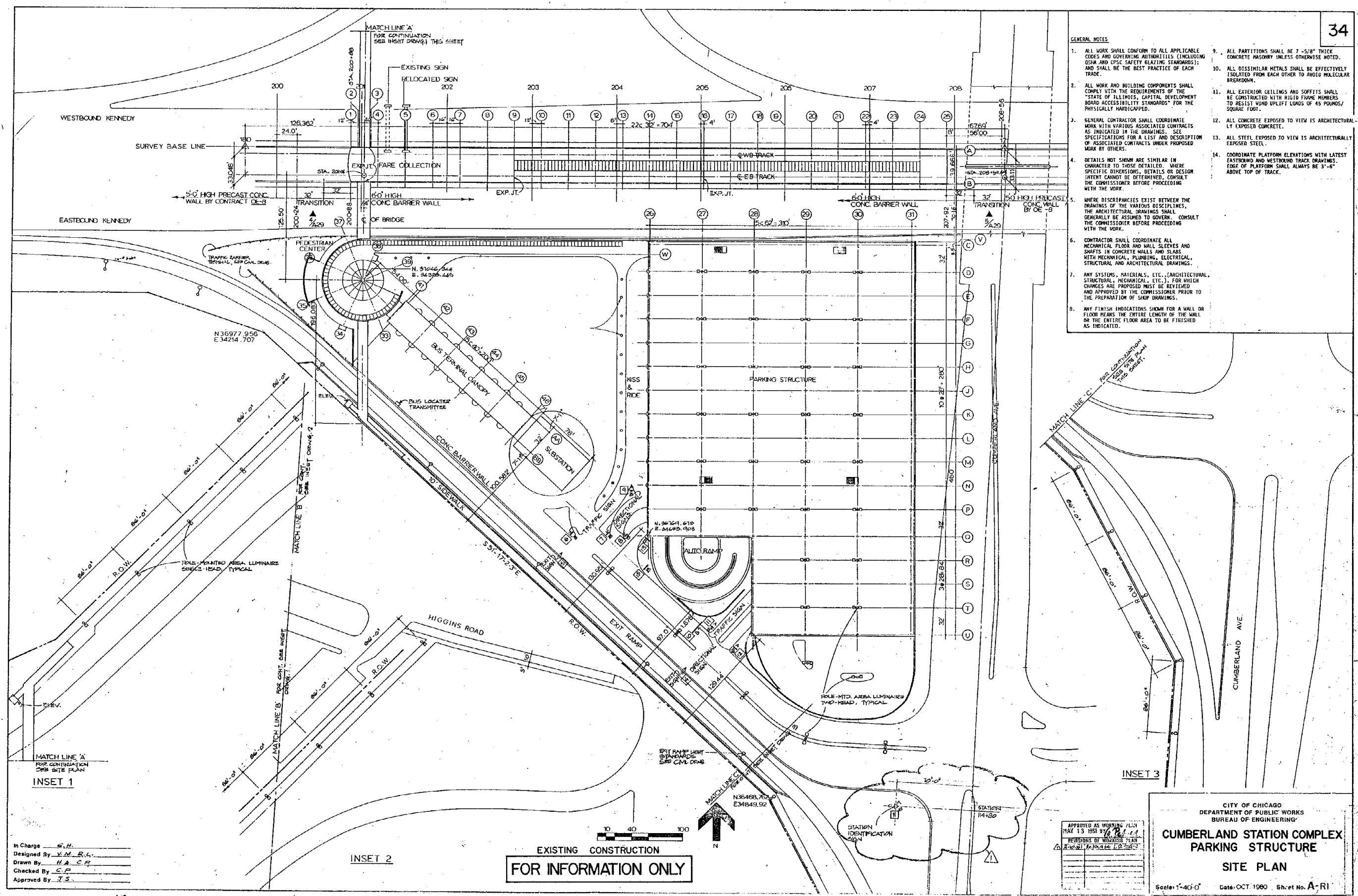
(For planning purposes and subject to verification)

**Ashland Ave. / 63rd St.
Park & Ride**

Cumberland Park & Ride

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO ALL APPLICABLE CODES AND GOVERNING AUTHORITIES (INCLUDING OSHA AND OSHA SAFETY ELATING STANDARDS) AND SHALL BE THE BEST PRACTICE OF EACH TRADE.
2. ALL WORK AND BUILDING COMPONENTS SHALL COMPLY WITH THE REQUIREMENTS OF THE "STATE OF ILLINOIS, CAPITAL DEVELOPMENT BOARD ACCESSIBILITY STANDARDS" FOR THE PHYSICALLY HANDICAPPED.
3. GENERAL CONTRACTOR SHALL COORDINATE WORK WITH VARIOUS ASSOCIATED CONTRACTS AS INDICATED IN THE DRAWINGS. SEE SPECIFICATIONS FOR A LIST AND DESCRIPTION OF ASSOCIATED CONTRACTS UNDER PROPOSED WORK BY OTHERS.
4. DETAILS NOT SHOWN ARE SIMILAR IN CHARACTER TO THOSE DETAILED. WHERE SPECIFIC DIMENSIONS, DETAILS OR DESIGN INTENT CANNOT BE DETERMINED, CONSULT THE COMMISSIONER BEFORE PROCEEDING WITH THE WORK.
5. WHERE DISCREPANCIES EXIST BETWEEN THE DRAWINGS OF THE VARIOUS DISCIPLINES, THE ARCHITECTURAL DRAWINGS SHALL GENERALLY BE ASSUMED TO GOVERN. CONSULT THE COMMISSIONER BEFORE PROCEEDING WITH THE WORK.
6. CONTRACTOR SHALL COORDINATE ALL MECHANICAL, FLOOR AND WALL SLEEVES AND SHAFTS IN CONCRETE WALLS AND SLABS WITH MECHANICAL, PLUMBING, ELECTRICAL, STRUCTURAL AND ARCHITECTURAL DRAWINGS.
7. ANY SYSTEMS, MATERIALS, ETC., (ARCHITECTURAL, STRUCTURAL, MECHANICAL, ETC.), FOR WHICH CHANGES ARE PROPOSED MUST BE REVIEWED AND APPROVED BY THE COMMISSIONER PRIOR TO THE PREPARATION OF SHOP DRAWINGS.
8. ANY FINISH INDICATIONS SHOWN FOR A WALL OR FLOOR MEANS THE ENTIRE LENGTH OF THE WALL OR THE ENTIRE FLOOR AREA TO BE FINISHED AS INDICATED.
9. ALL PARTITIONS SHALL BE 7-5/8" THICK CONCRETE MASONRY UNLESS OTHERWISE NOTED.
10. ALL DISSIMILAR METALS SHALL BE EFFECTIVELY ISOLATED FROM EACH OTHER TO AVOID MOLECULAR BREAKDOWN.
11. ALL EXTERIOR CEILINGS AND SOFFITS SHALL BE CONSTRUCTED WITH RIGID FRAME MEMBERS TO RESIST WIND UPLIFT LOADS OF 45 POUNDS/SQUARE FOOT.
12. ALL CONCRETE EXPOSED TO VIEW IS ARCHITECTURALLY EXPOSED CONCRETE.
13. ALL STEEL EXPOSED TO VIEW IS ARCHITECTURALLY EXPOSED STEEL.
14. COORDINATE PLATFORM ELEVATIONS WITH LATEST EASTBOUND AND WESTBOUND TRACK DRAWINGS. EDGE OF PLATFORM SHALL ALWAYS BE 3'-6" ABOVE TOP OF TRACK.

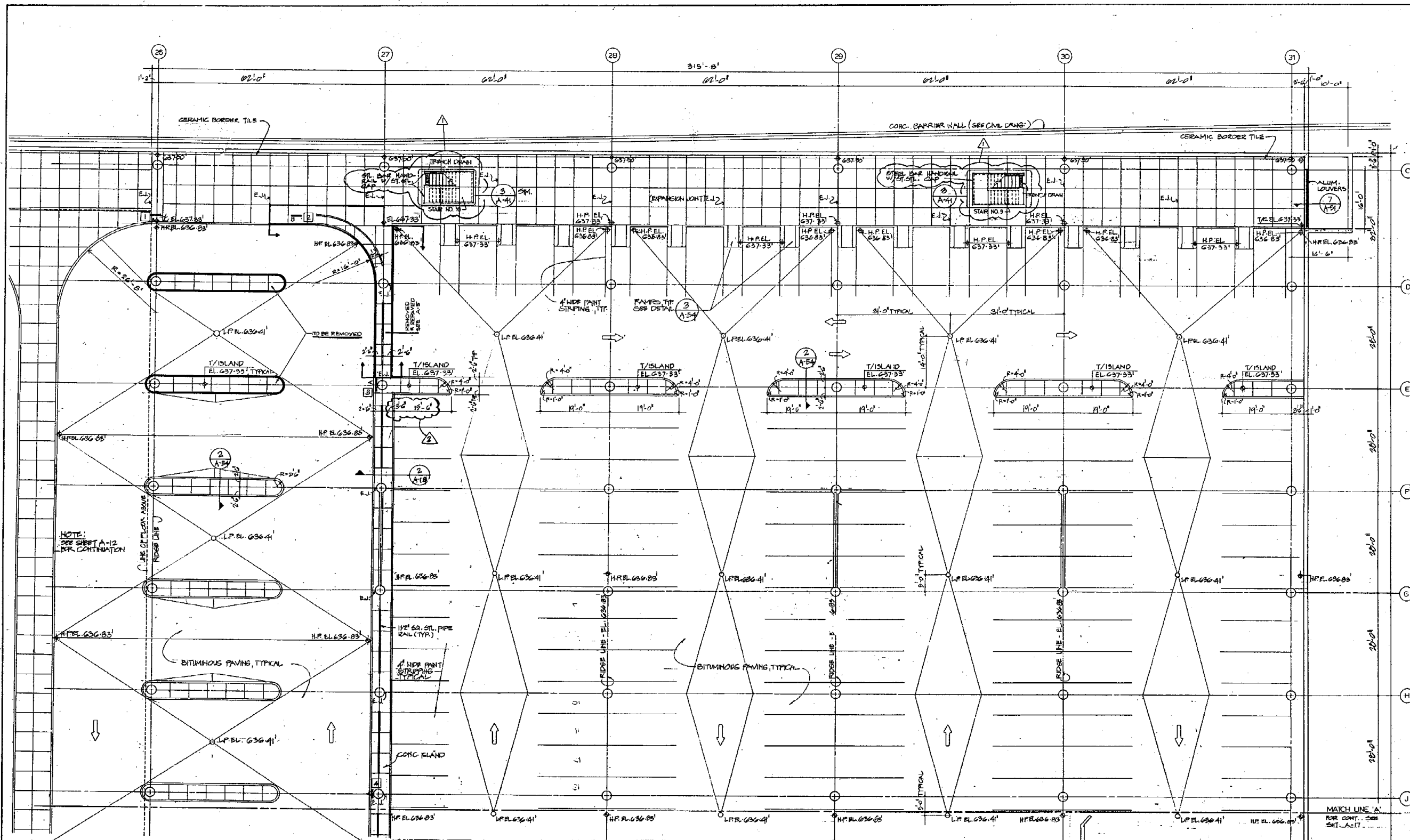


In Charge G.H.
Designed By V.M.R.L.
Drawn By H.A.C.F.
Checked By C.P.
Approved By J.S.

EXISTING CONSTRUCTION
FOR INFORMATION ONLY

APPROVED AS WORKING PLAN
MAY 13 1981 BY R.H.
REVISIONS OF WORKING PLAN
1. 10/21/81 Reissue 10/21/81

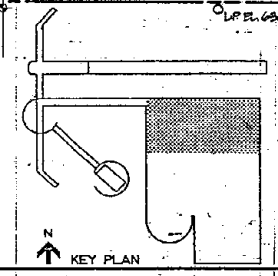
CITY OF CHICAGO
DEPARTMENT OF PUBLIC WORKS
BUREAU OF ENGINEERING
**CUMBERLAND STATION COMPLEX
PARKING STRUCTURE**
SITE PLAN
Scale: 1"=40'-0" Date: OCT. 1980 Sheet No. A-RI



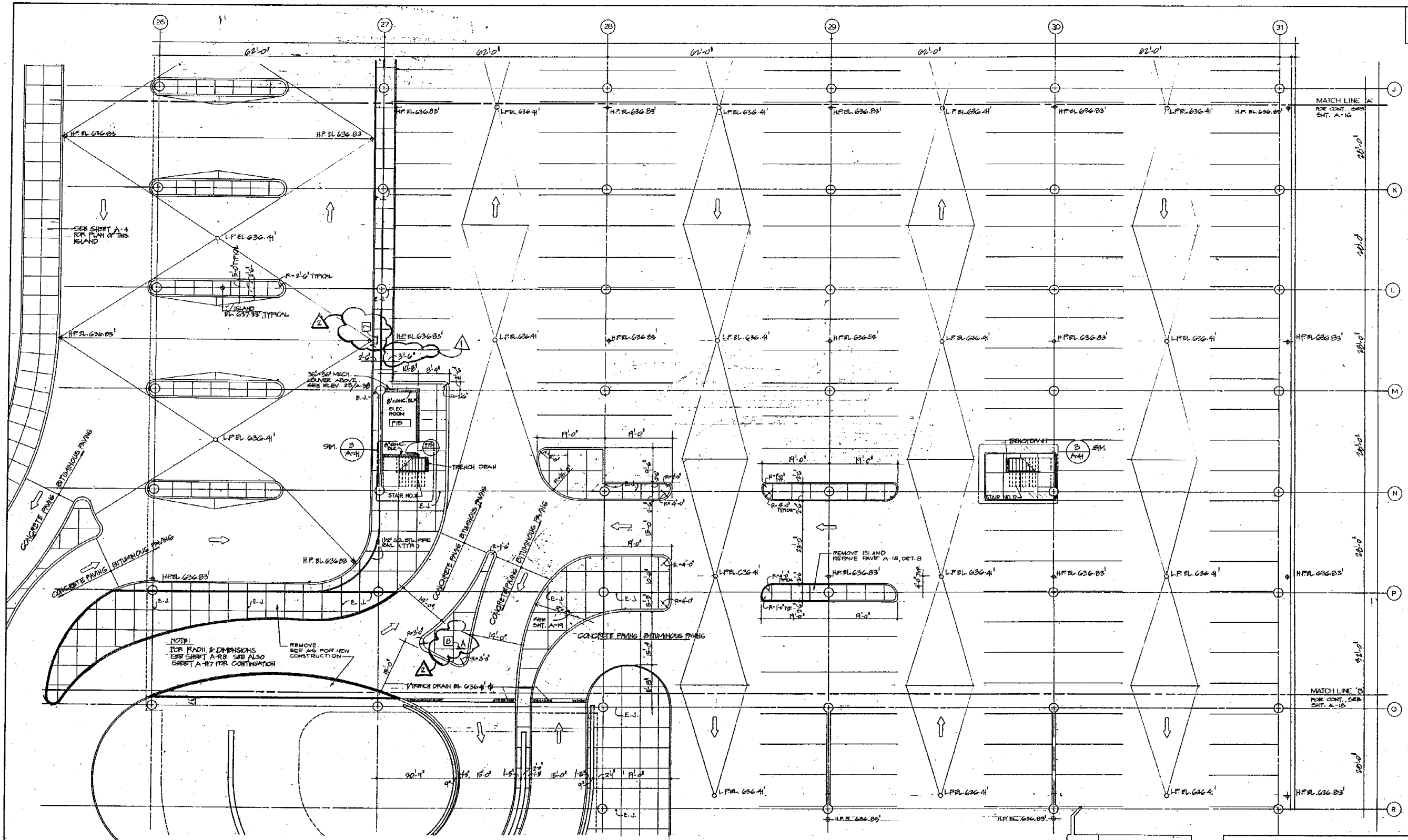
In Charge G.H.
 Designed By V.M./R.H.
 Drawn By H.A./L.C./C.P.
 Checked By C.P.
 Approved By J.S.

EXISTING CONSTRUCTION
 FOR INFORMATION ONLY

REVISIONS OF WORKING PLAN
APPROVED AS WORKING PLAN MAY 18 1981 BY <u>G.H.</u>
REVISIONS OF WORKING PLAN
5-17-81 BY <u>H.A./L.C./C.P.</u>
6-1-81 BY <u>H.A./L.C./C.P.</u>



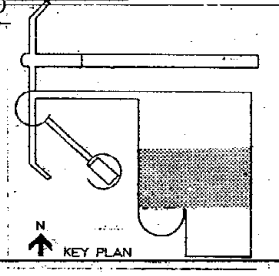
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 DEPARTMENT OF PUBLIC WORKS
 BUREAU OF ENGINEERING
**CUMBERLAND STATION COMPLEX
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 FIRST LEVEL (GRADE)
 PARTIAL PLAN
 Scale: 1/32"=1'-0" Date: OCT. 1980 Sheet No. A-R5



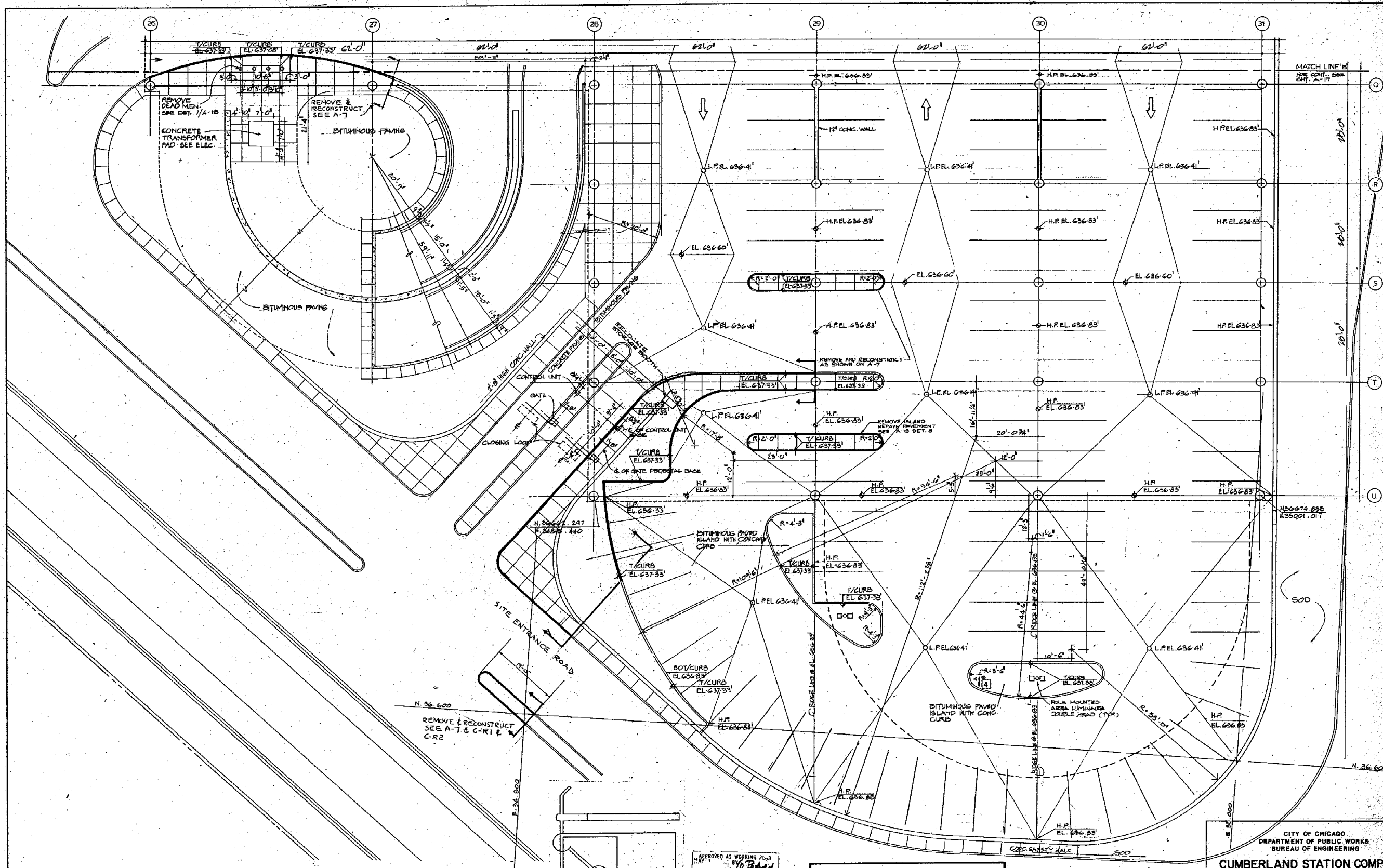
In Charge G.H.
Designed By V.M./E.L.
Drawn By H.A./L.C.
Checked By C.P.
Approved By J.S.

EXISTING CONSTRUCTION
FOR INFORMATION ONLY

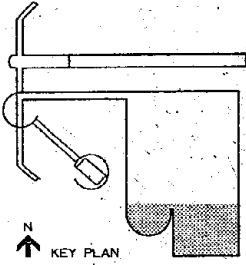
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CITY OF CHICAGO
DEPARTMENT OF PUBLIC WORKS
BUREAU OF ENGINEERING
**CUMBERLAND STATION COMPLEX
PARKING STRUCTURE**
FIRST LEVEL (GRADE)
PARTIAL PLAN
Scale: 1"=10'-0" Date: OCT. 1980 Sheet No. A-R6



In Charge S.H.
Designed By J.M./R.L.
Drawn By M.A./J.C.
Checked By J.C.
Approved By J.S.

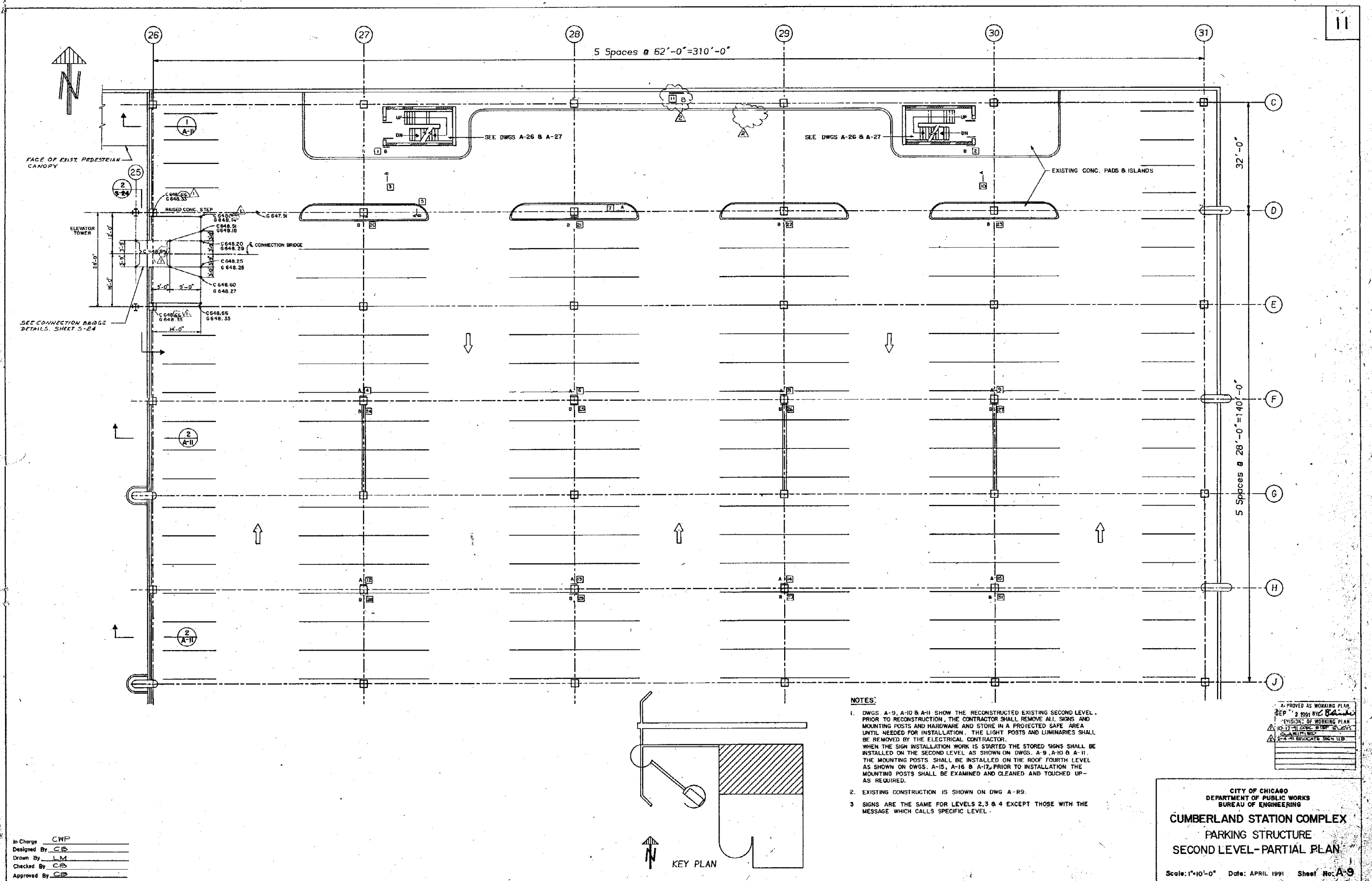


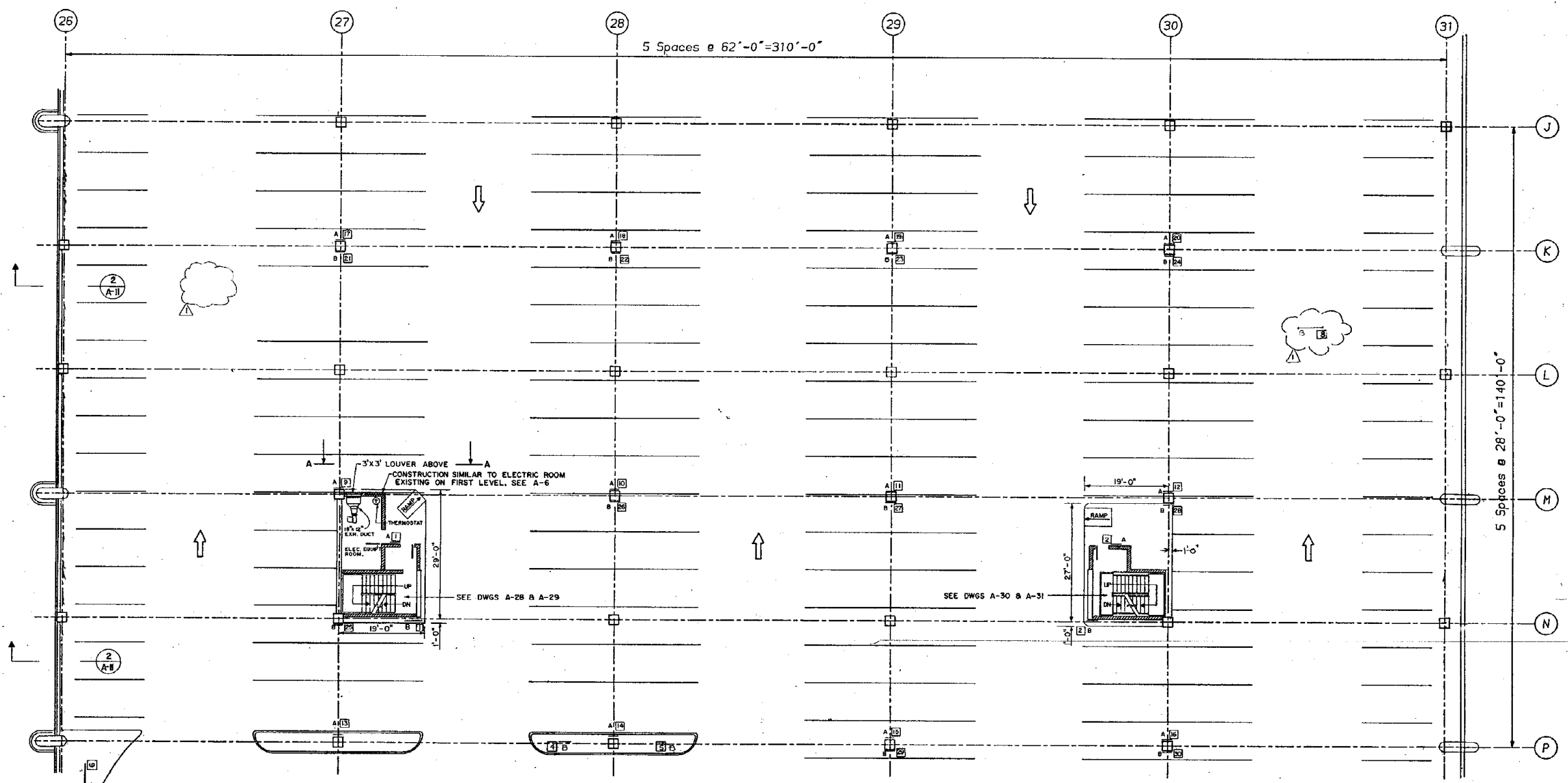
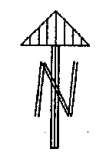
APPROVED AS WORKING PLAN
BY <u>J.P. Bland</u>
REVISIONS OF WORKING PLAN

FOR INFORMATION ONLY

EXISTING CONSTRUCTION

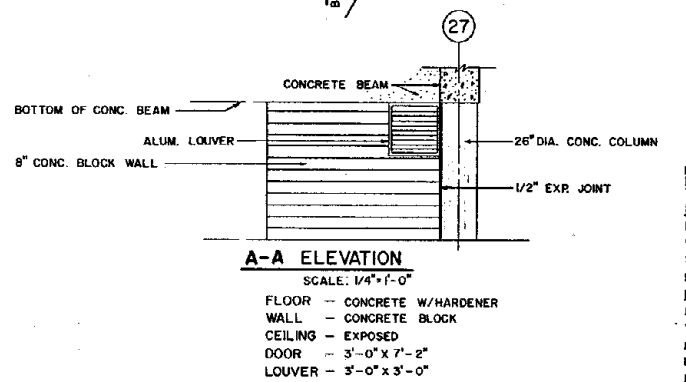
CITY OF CHICAGO
DEPARTMENT OF PUBLIC WORKS
BUREAU OF ENGINEERING
**CUMBERLAND STATION COMPLEX
PARKING STRUCTURE
FIRST LEVEL (GRADE)
PARTIAL PLAN**
Scale: 1"=10'-0"
Date: OCT. 1980 Sheet No. A-17





5 Spaces @ 28'-0" = 140'-0"

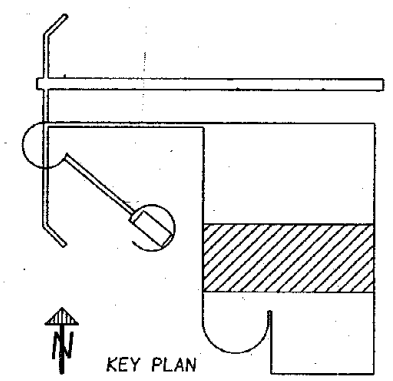
5 Spaces @ 62'-0" = 310'-0"



ELECTRIC ROOM EXHAUST SYSTEM

FAN
BELTED VENT SET
CFM-2064
S.P. H₂O - 1/4"
RPM - 1995
MOTOR
HP - 1/2
VOLT - 208
PH - 3
HZ - 60
DRIVE - BELT

REMARKS
INLET SCREEN HOUSING
DRAIN & VIBRATION ISOLATION



- NOTE:**
1. SEE NOTES NOS. 1 & 3 ON DWG. A-9.
 2. EXISTING CONSTRUCTION SHOWN ON A-10.

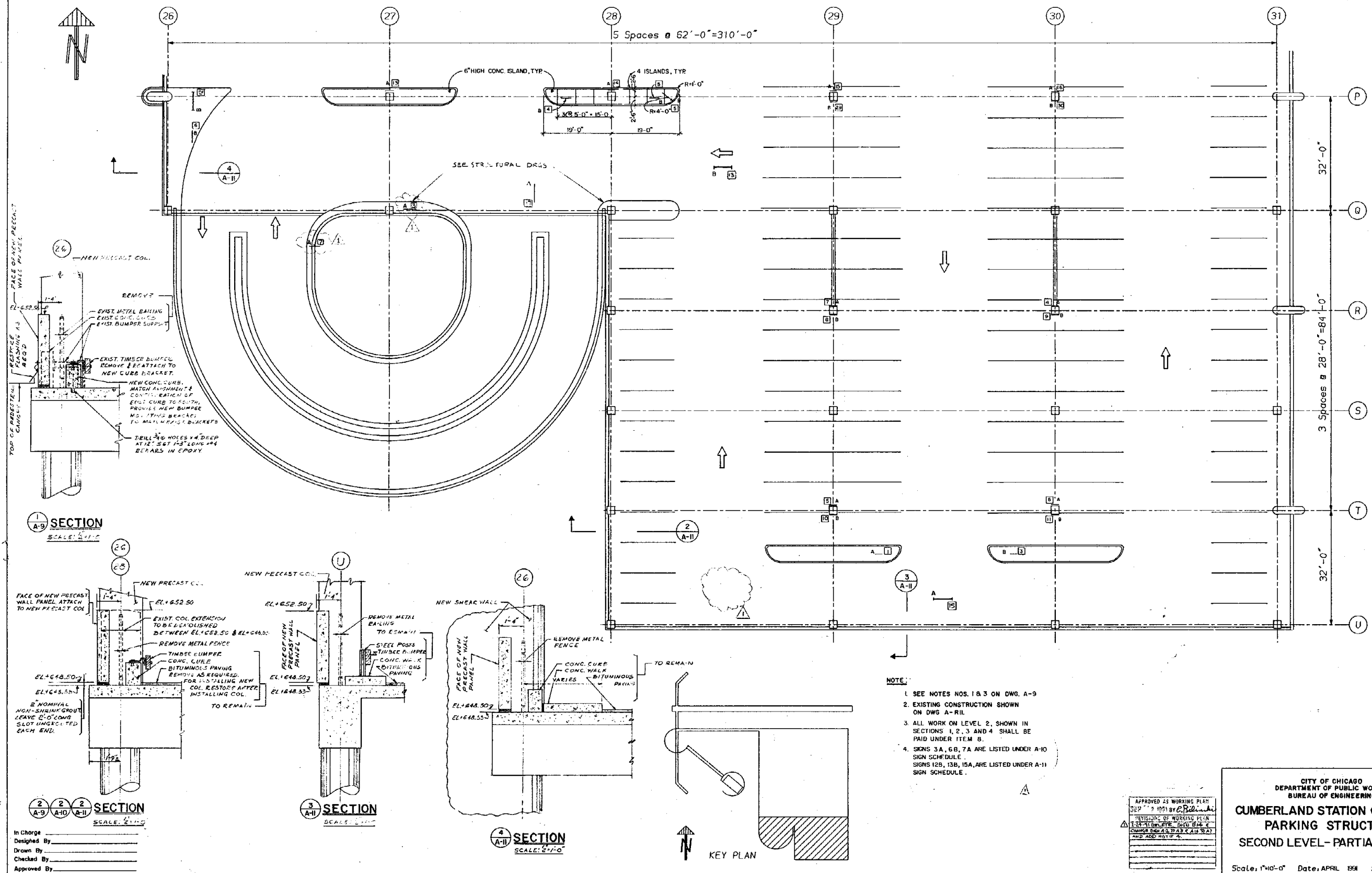
APPROVED AS SHOWN
SEP 1 1998
REVISION OF WORKING PLAN
EX-11 CHAS. P. SIGN 2.7
ADD E. 2

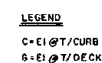
CITY OF CHICAGO
DEPARTMENT OF PUBLIC WORKS
BUREAU OF ENGINEERING

CUMBERLAND STATION COMPLEX
PARKING STRUCTURE
SECOND LEVEL - PARTIAL PLAN

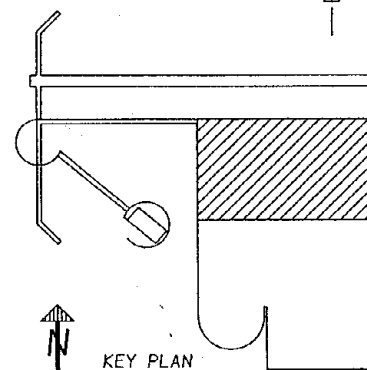
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In Charge _____
Designed By _____
Drawn By _____
Checked By _____
Approved By _____





In Charge CWP
Designed By CB
Drawn By LM
Checked By CB
Approved By CB



NOTES:
SEE NOTES NOS. 1 & 3, DWG. A-9

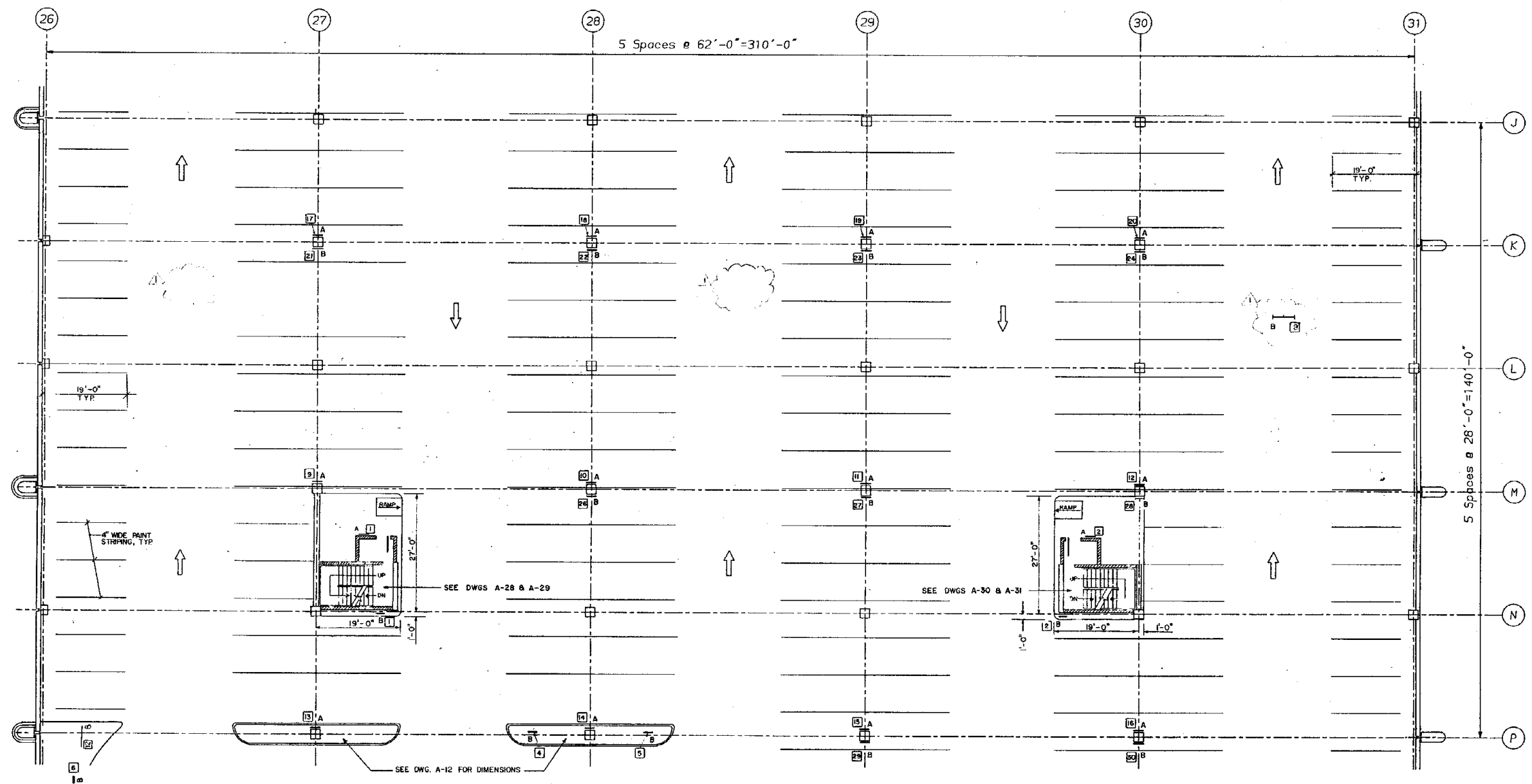
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 10-17-91 CONC. STEP 11A
 CLARIFIED
 2-4-92 PER SIGN 11B

CITY OF CHICAGO
DEPARTMENT OF PUBLIC WORKS
BUREAU OF ENGINEERING

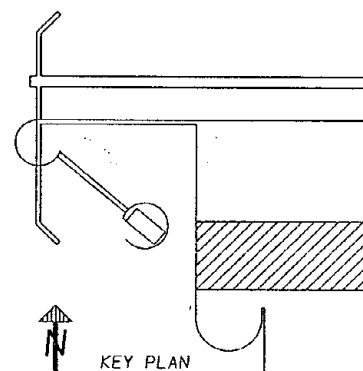
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PARKING STRUCTURE

THIRD LEVEL PARTIAL PLAN

Scale: 1"=10'-0" Date: APRIL 1991 Sheet No. A-12



NOTES:
SEE NOTES NOS. 1 & 3 ON A-9



In Charge CWP
Designed By CB
Drawn By LMA
Checked By CB
Approved By CB

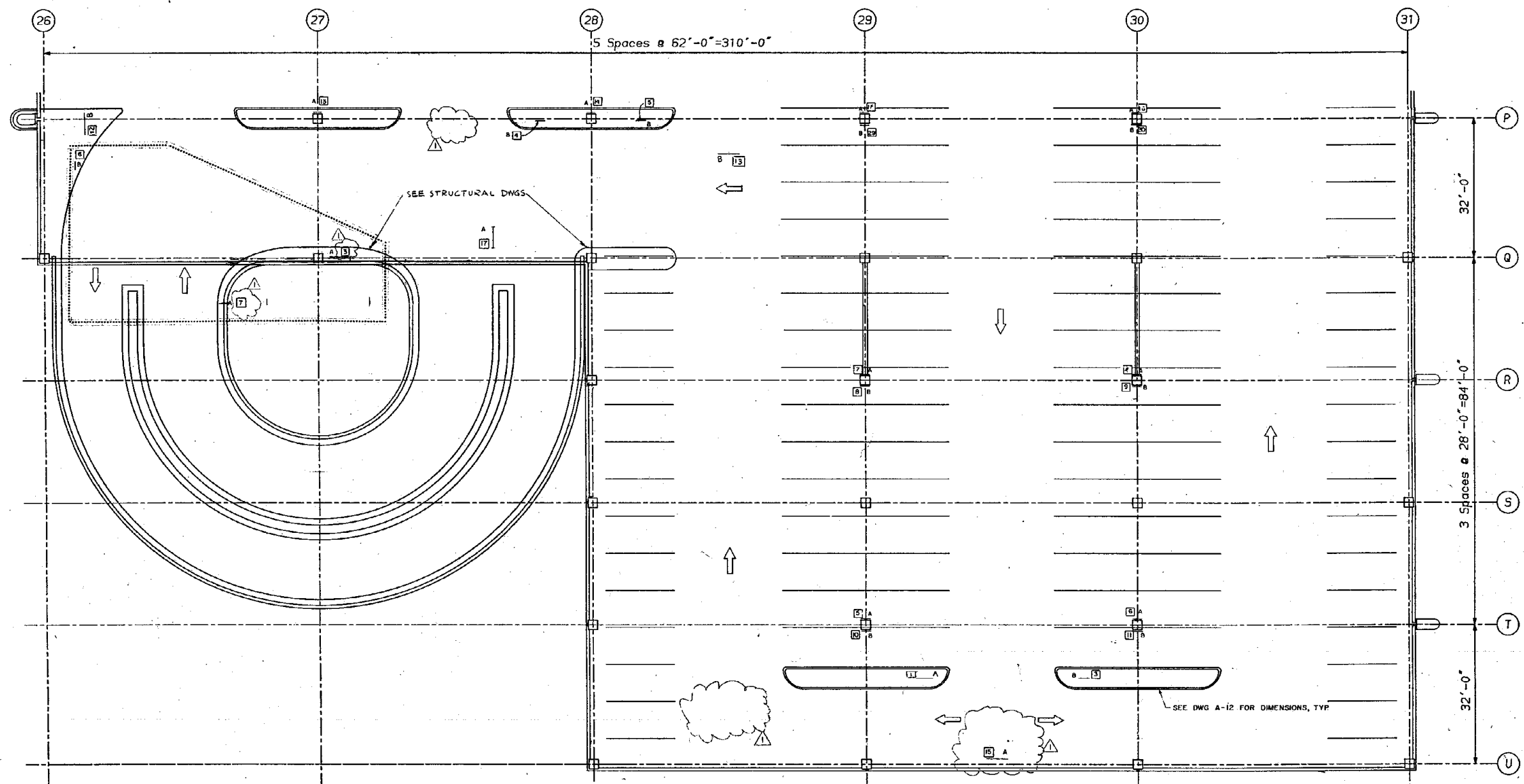
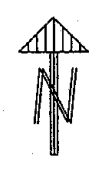
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REVISIONS OF WORKING PLAN
1. 6-92 DELETE SIGN 08-09
AND CHANGE SIGN 09 TO 8.9

CITY OF CHICAGO
DEPARTMENT OF PUBLIC WORKS
BUREAU OF ENGINEERING

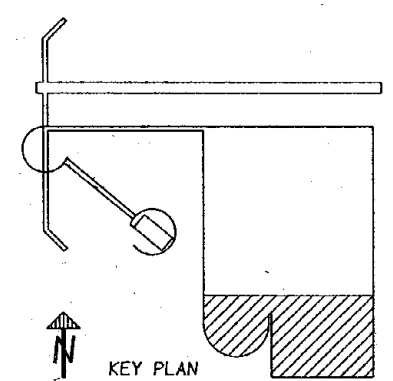
CUMBERLAND STATION COMPLEX
PARKING STRUCTURE

THIRD LEVEL PARTIAL PLAN

Scale: 1"=10'-0" Date: APRIL 1991 Sheet No. A-13



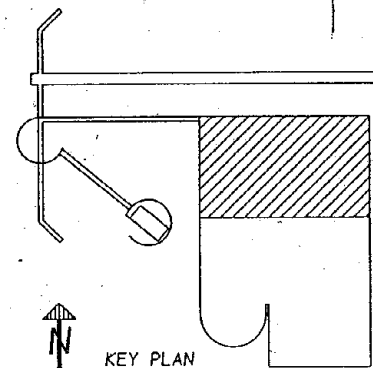
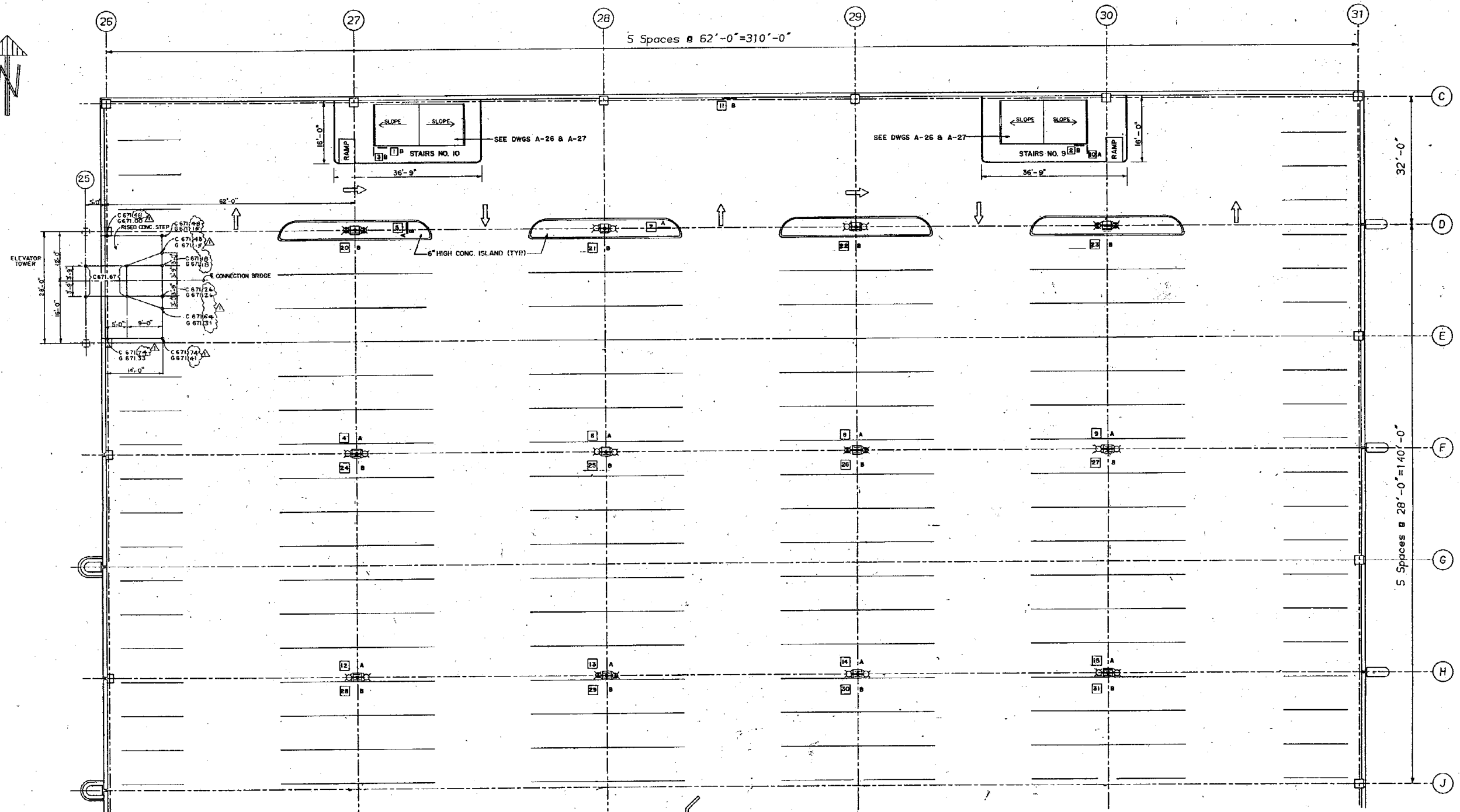
NOTE:
1. SIGNS 3A, 6B AND 7A ARE LISTED UNDER A-10 SIGN SCHEDULE
SIGNS 12B, 13A, AND 15A, ARE LISTED UNDER A-11 SIGN SCHEDULE



In Charge GWP
Designed By CB
Drawn By LMA
Checked By CB
Approved By CB

APPROVED AS WORKING PLAN
SEP 11 1991 BY *[Signature]*
DESIGNED BY WORKING PLAN
DATE: 11/11/90
DRAWN: GWP & LMA

CITY OF CHICAGO
DEPARTMENT OF PUBLIC WORKS
BUREAU OF ENGINEERING
CUMBERLAND STATION COMPLEX
PARKING STRUCTURE
THIRD LEVEL PARTIAL PLAN
Scale: 1"=10'-0" Date: APRIL 1991 Sheet No. A-14

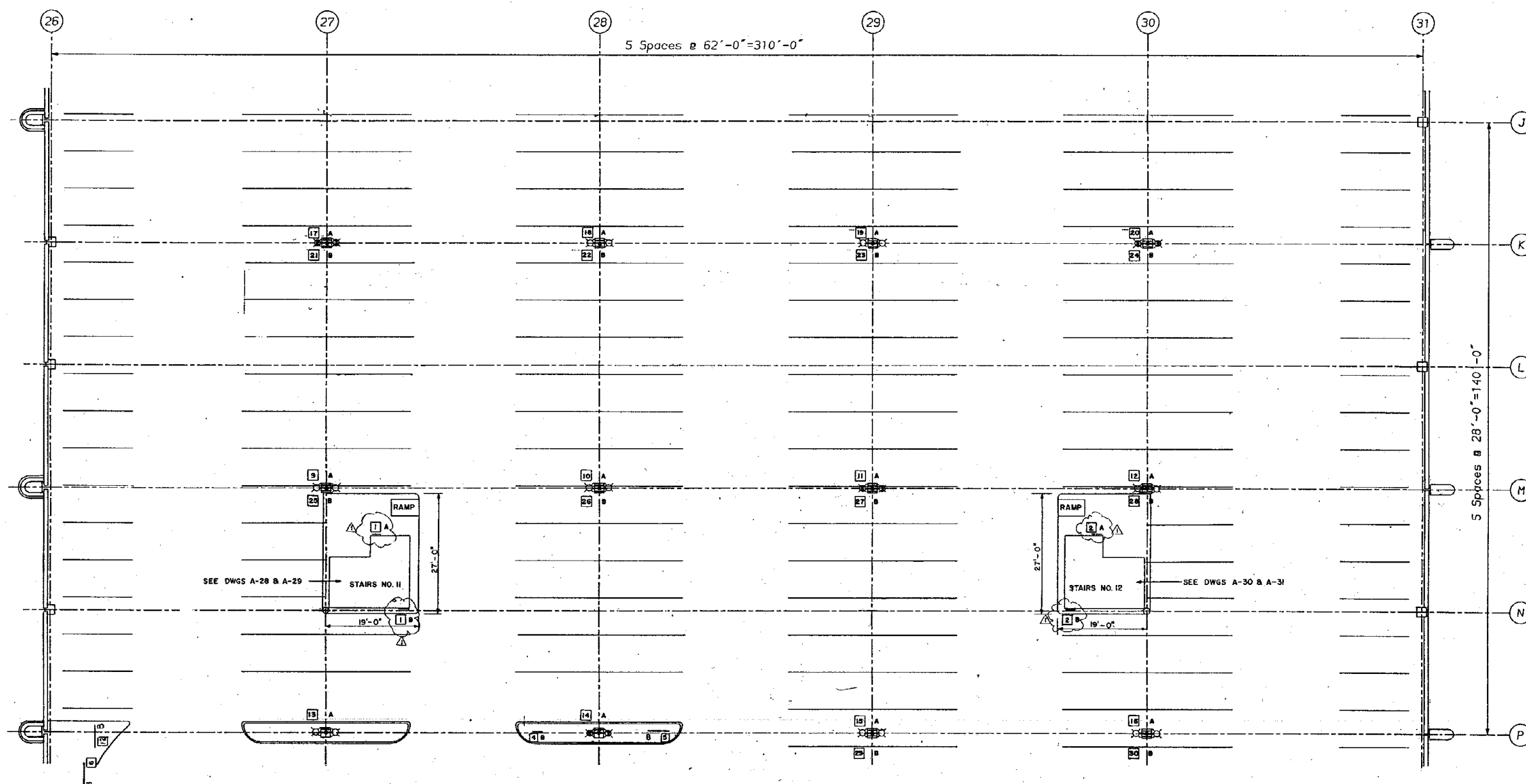


NOTES:
SEE NOTES NOS. 1 & 3 DWG. A-9

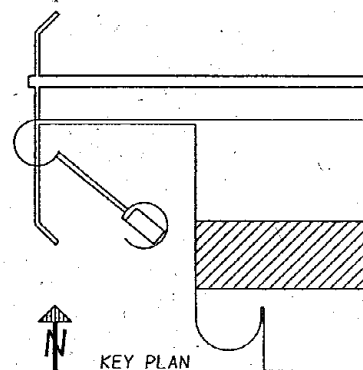
In Charge CWP
Designed By CB
Drawn By LMA
Checked By CB
Approved By CB

APPROVED AS WORKING PLAN
SEP 3 1991 by C. J. [Signature]
REVISIONS OF WORKING PLAN
NO. 1: 11 CONC. STEP ELEV. ELABORATED

CITY OF CHICAGO
DEPARTMENT OF PUBLIC WORKS
BUREAU OF ENGINEERING
**CUMBERLAND STATION COMPLEX
PARKING STRUCTURE**
FOURTH LEVEL PARTIAL PLAN
Scale: 1"=10'-0" Date: APRIL 1991 Sheet No. A-15



NOTES:
SEE NOTES NOS. 1 & 3 ON A-9

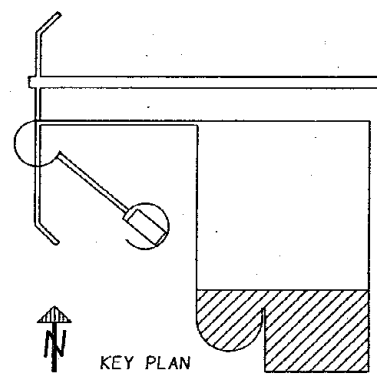
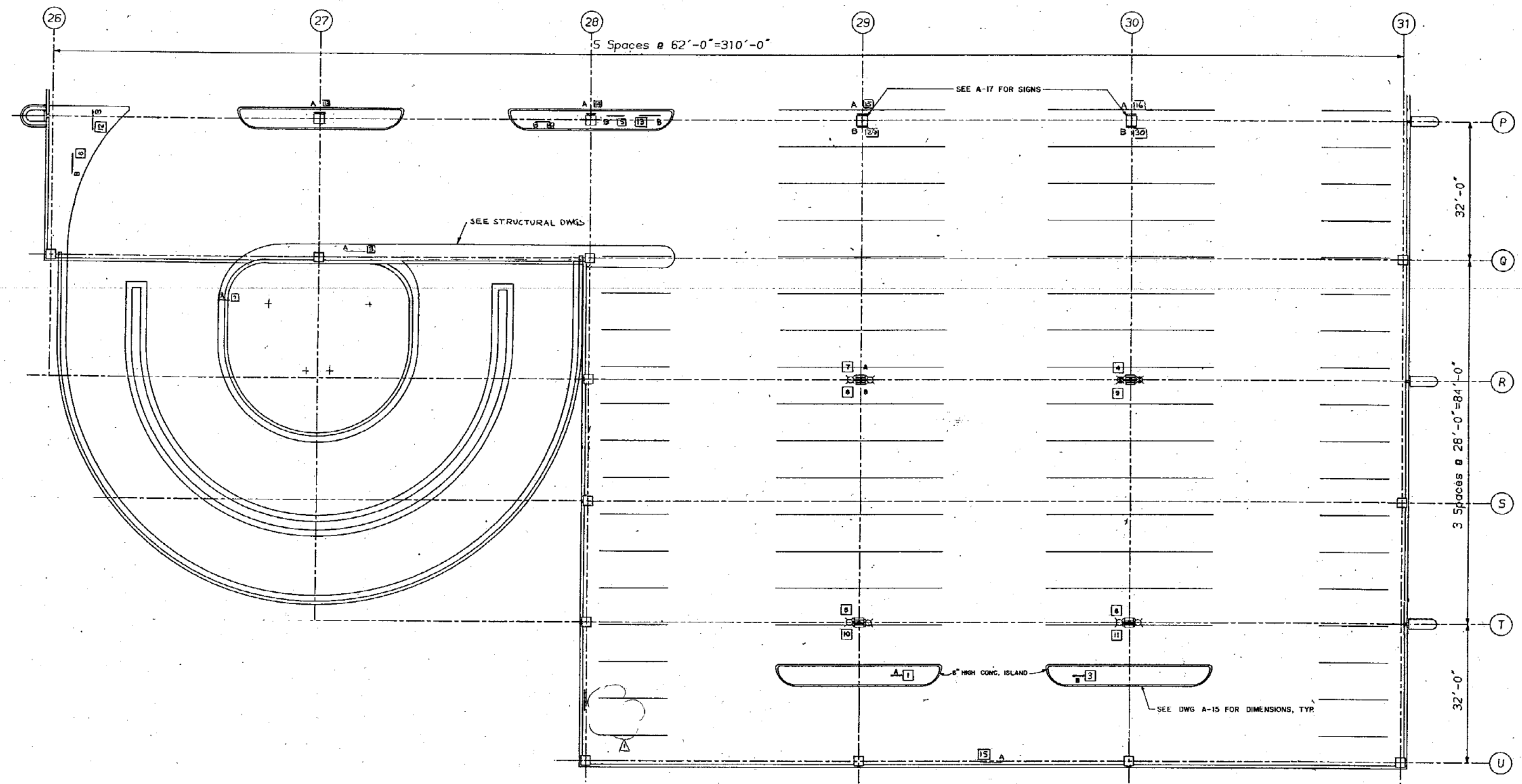
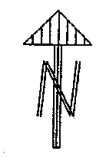


In Charge CWP
Designed By CB
Drawn By LMA
Checked By CB
Approved By CB

APPROVED AS WORKING PLAN
SEP 11 1991
REVISIONS OF WORKING PLAN
2-19-92 Located Stairs Stairs

CITY OF CHICAGO
DEPARTMENT OF PUBLIC WORKS
BUREAU OF ENGINEERING
**CUMBERLAND STATION COMPLEX
PARKING STRUCTURE
FOURTH LEVEL PARTIAL PLAN**
Scale: 1"=10'-0" Date: APRIL 1991 Sheet No. A-16

See Stairs Sign



NOTES:
1. SEE NOTES NOS. 1 & 3 ON A-9.
2. SIGN 3A, 6B AND 7A ARE LISTED UNDER A-10 SIGN SCHEDULE
SIGN 12B, 13A AND 15A, ARE LISTED UNDER A-11 SIGN SCHEDULE

APPROVED AS WORKING PLAN
SEEN BY: [Signature]
REVISIONS OF WORKING PLAN
DATE: [Blank]
BY: [Blank]

CITY OF CHICAGO
DEPARTMENT OF PUBLIC WORKS
BUREAU OF ENGINEERING

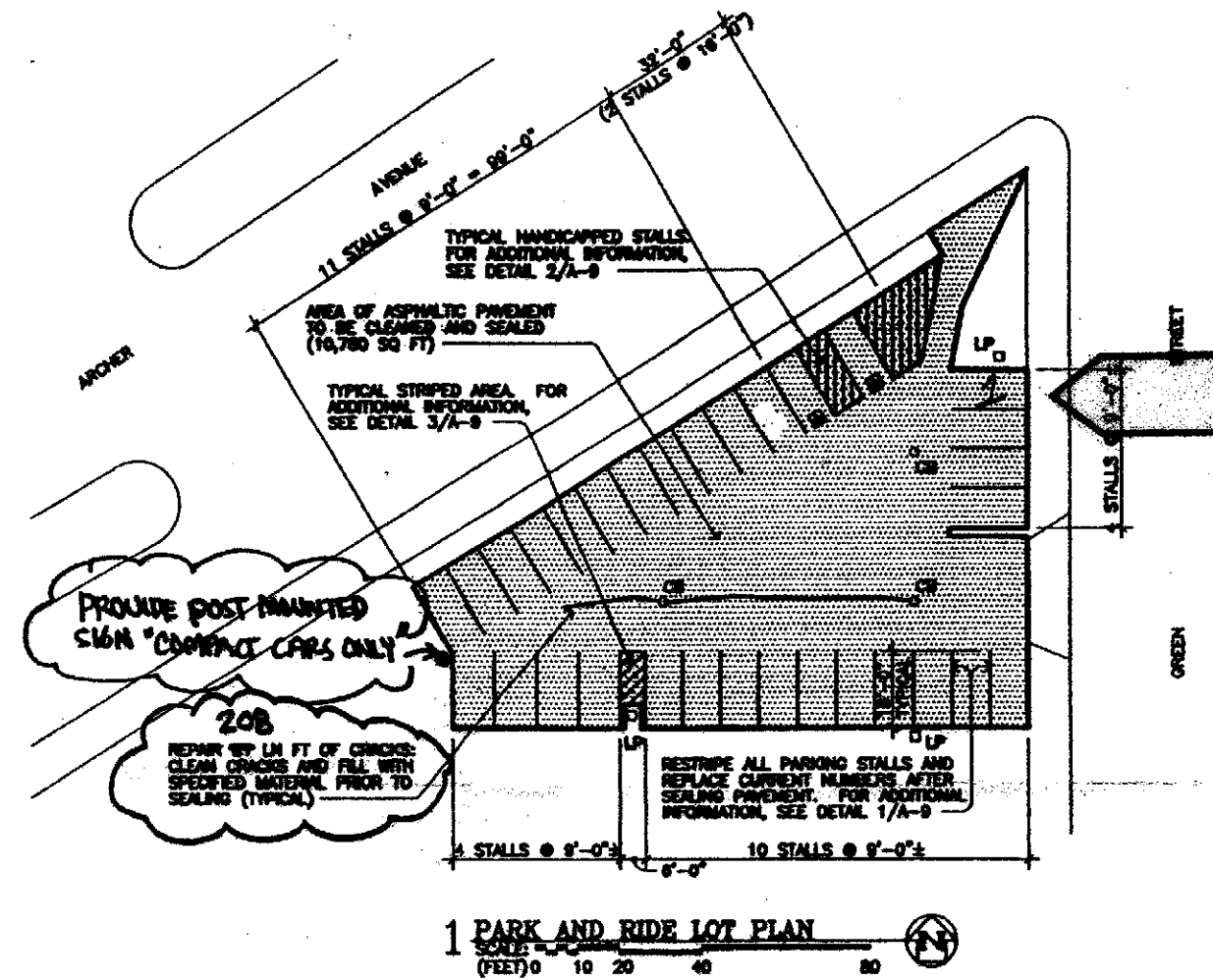
**CUMBERLAND STATION COMPLEX
PARKING STRUCTURE**

FOURTH LEVEL PARTIAL PLAN

Scale: 1"=10'-0" Date: APRIL 1991 Sheet No. A-17

In Charge CWP
Designed By CB
Drawn By LMA
Checked By CB
Approved By CB

**Halsted St. / Archer Ave.
Park & Ride**



4. HALSTED / ARCHER

SUMMARY NOTES:

1. PARKING CAPACITY OF LOT 1 IS 31 STALLS.
2. SQUARE FOOTAGE OF LOT IS 10,700 SQ. FT.
3. TOTAL CRACK LENGTH IS 44 LIN. FT.

202

[illegible]

UPGRADE PARK AND RIDE
2220 SOUTH ARCHER AVENUE CHICAGO, ILLINOIS 60608

HALSTED/ARCHER

Scale: AS NOTED Date: 24 MAY 2002 J.O. No.: 0000

Sheet No.

A-3
of
9

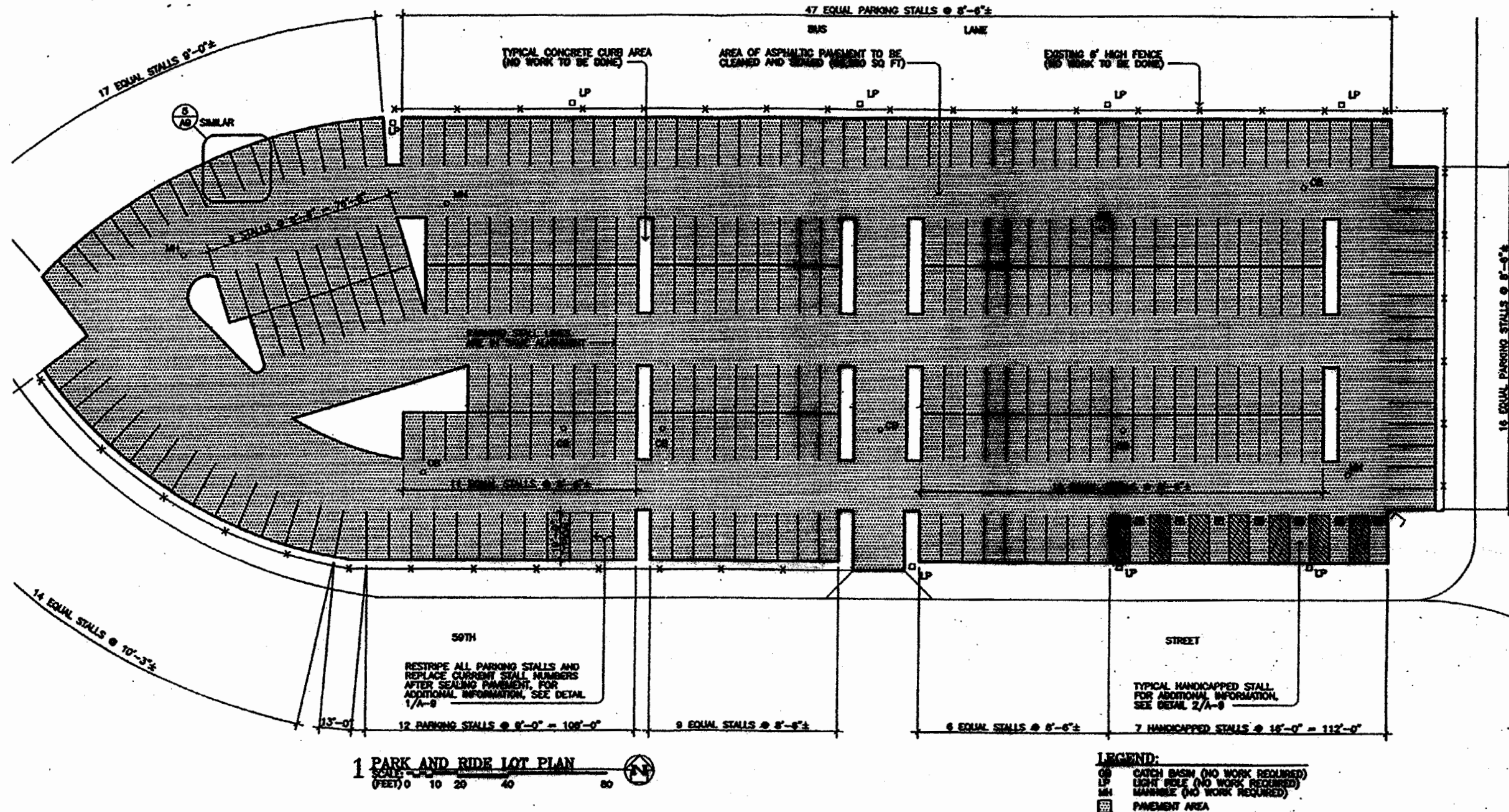
**Kedzie Ave. / Lawrence Ave.
Park & Ride**

**Kimball Ave. / Lawrence Ave.
Park & Ride**



Midway Park & Ride

MIDWAY



SUMMARY NOTES:

1. PARKING CAPACITY OF LOT IS 299 STALLS
2. SQUARE FOOTAGE OF LOT IS 88,200 SQ. FT.

No.	Date	Revision	App'd
1	12-24-02	ISSUED FOR BID	



UPGRADE PARKING AND DRIVE
4012 WEST 50TH STREET, CHICAGO, ILLINOIS 60632

MIDWAY

Scale: AS NOTED Date: 24 MAY 2002 J.D. No: 8889

Sheet No.

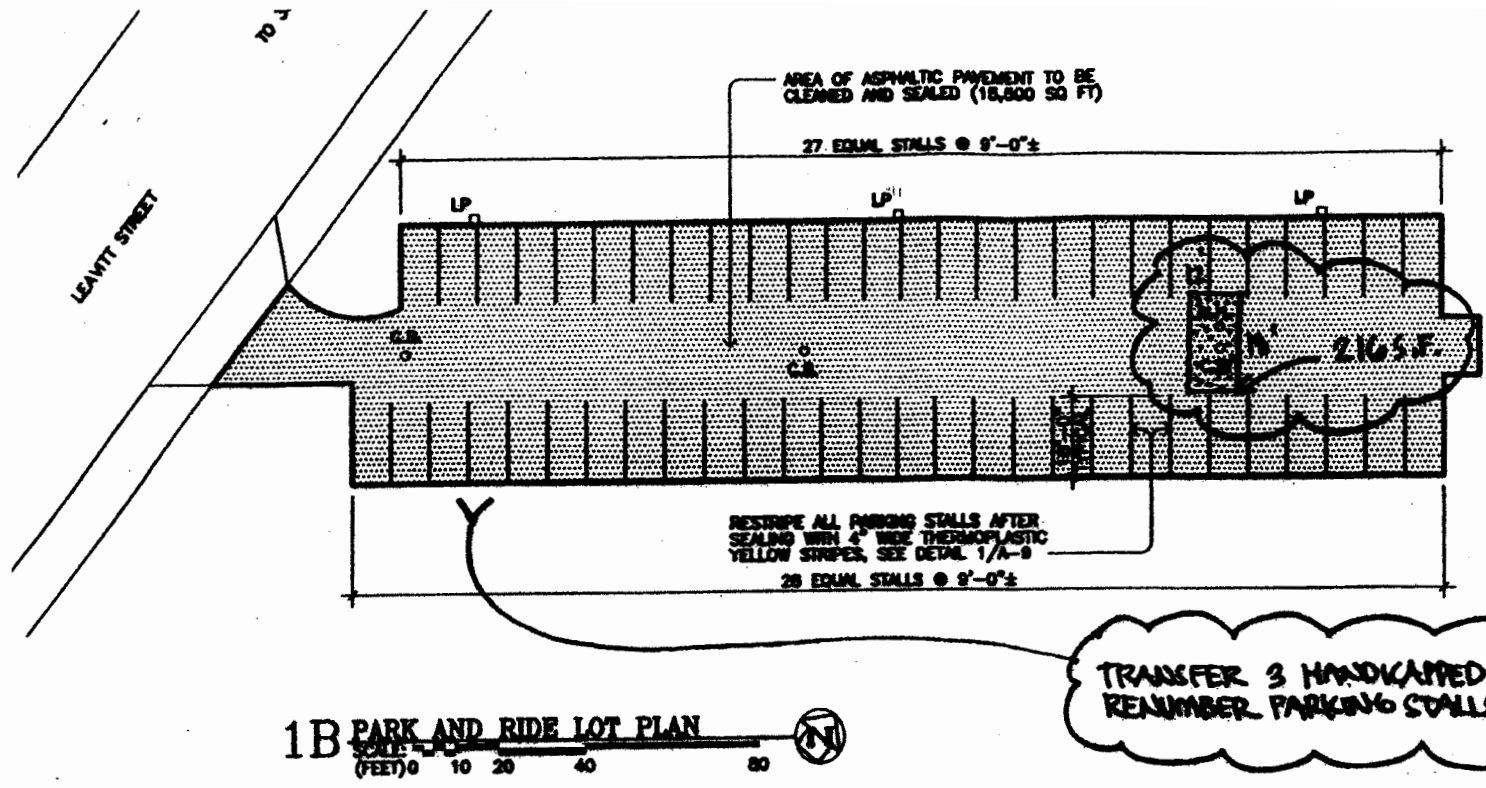
A-7
of
9

8. MIDWAY

**51st St. / Pulaski Rd.
Park & Ride**

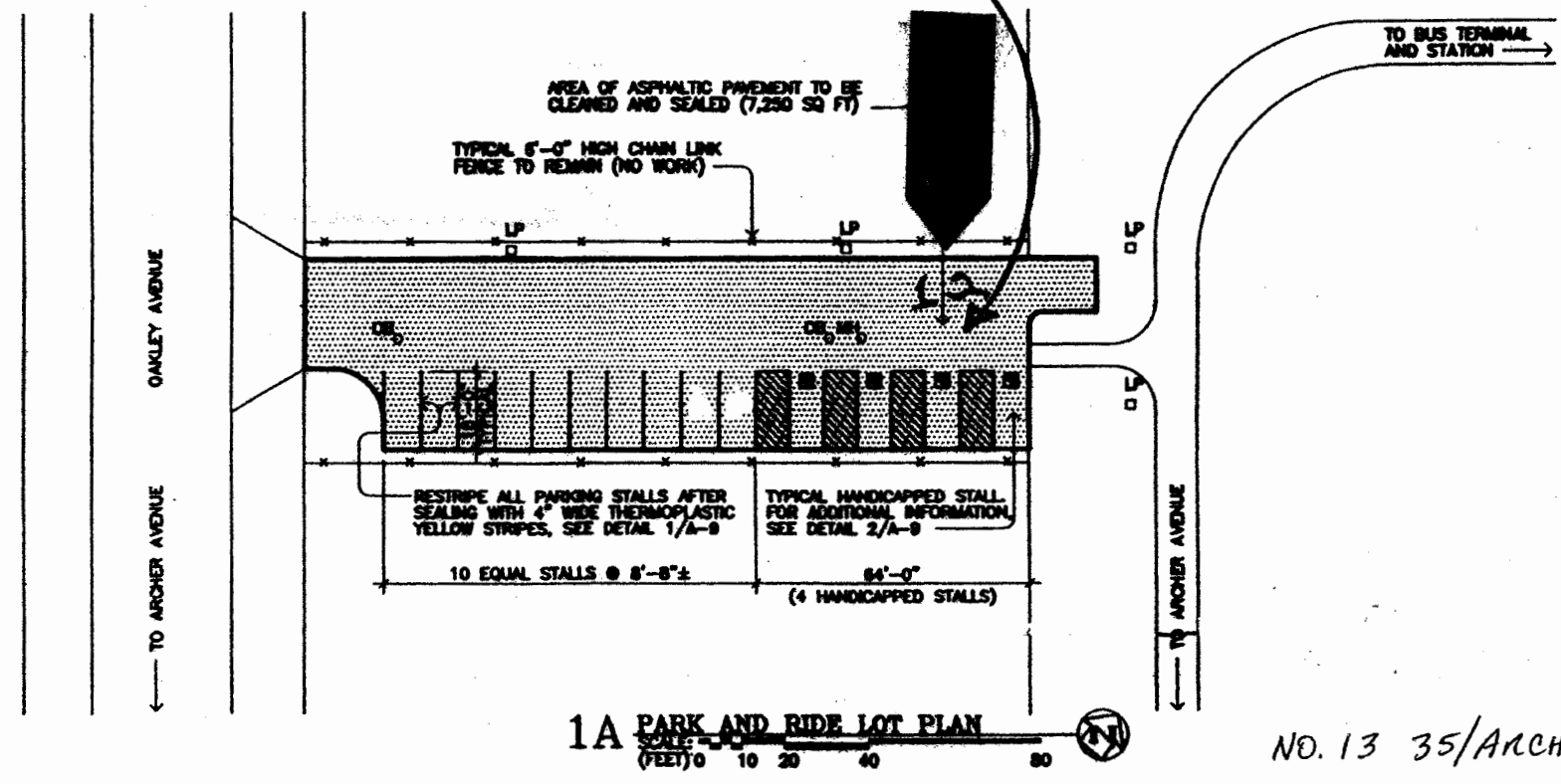
**49th St. / Western Ave.
Park & Ride**

35th St. / Archer Ave.
Park & Ride



TRANSFER 3 HANDICAPPED STALLS
RENUMBER PARKING STALLS AS REQ'D.

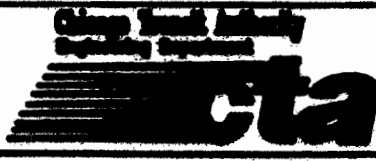
- LEGEND:**
- CB CATCH BASIN (NO WORK REQUIRED)
 - LP LIGHT POLE (NO WORK REQUIRED)
 - MAN MANHOLE (NO WORK REQUIRED)
 - PA PAVEMENT AREA



NO. 13 35/ARCHER

- SUMMARY NOTES:**
1. PARKING CAPACITY OF LOT 1A IS 14 STALLS
PARKING CAPACITY OF LOT 1B IS 68 STALLS
PARKING CAPACITY OF BOTH LOTS IS 82 STALLS
 2. SQUARE FOOTAGE OF LOT 1A IS 7,250 SQ. FT.
SQUARE FOOTAGE OF LOT 1B IS 18,800 SQ. FT.
SQUARE FOOTAGE OF BOTH LOTS IS 26,050 SQ. FT.
 3. TOTAL DAMAGED PAVEMENT AREA IS 2165 SQ. FT.

10/2/02 REVISED PER J.C. STERNY			
15-24-02 ISSUED FOR BID			
No.	Date	Revision	App'd



UPGRADE PARKS AND RIDE
3528 SOUTH LEAVITT AVENUE, CHICAGO, ILLINOIS 60608

35TH/ARCHER

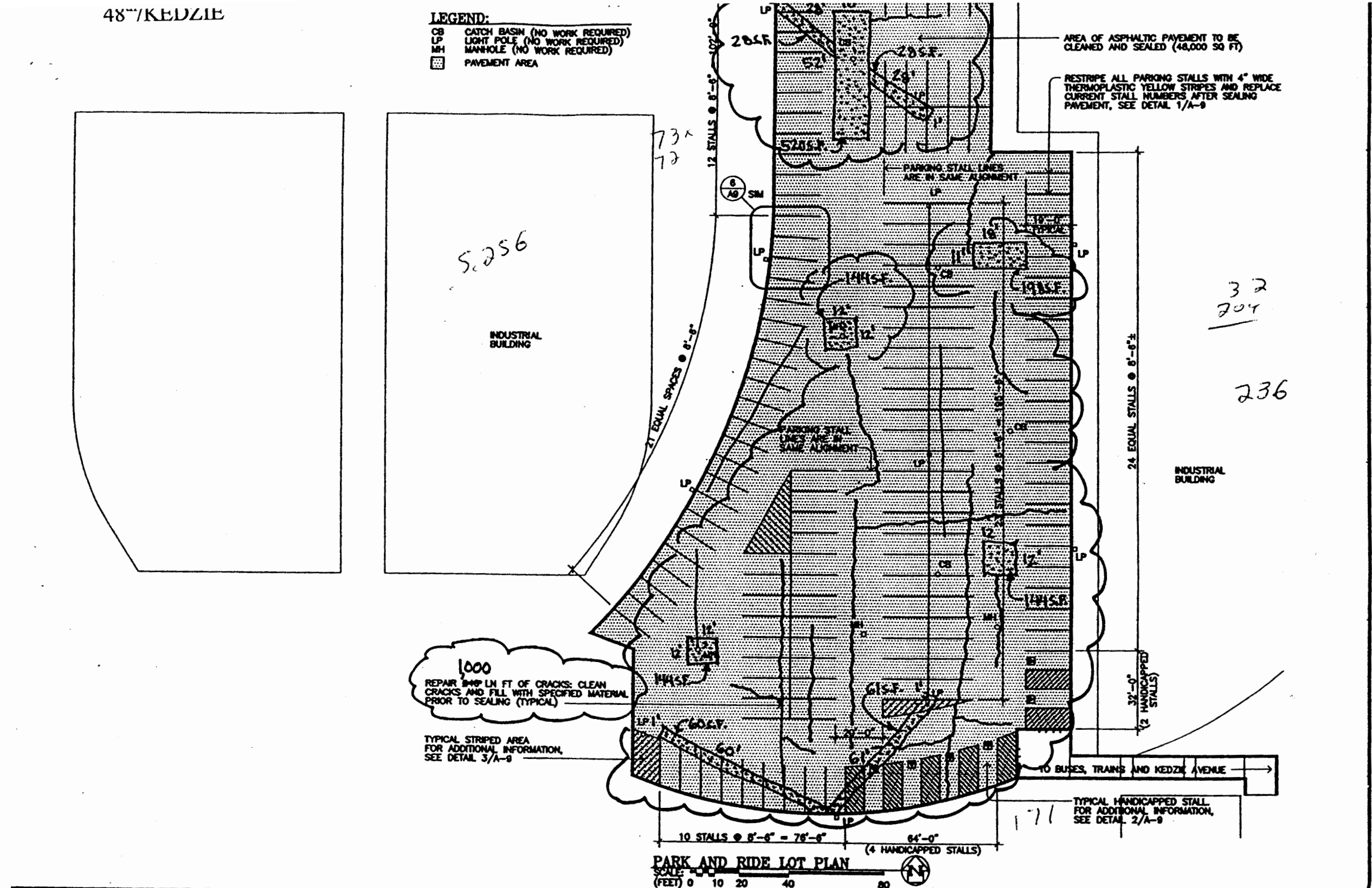
Scale: AS NOTED Date: 24 MAY 2002 J.O. No.: 0890

Sheet No.
A-4
1
0

**48th Pl. / Kedzie Ave.
Park & Ride**

LEGEND:

- CB CATCH BASIN (NO WORK REQUIRED)
- LP LIGHT POLE (NO WORK REQUIRED)
- MH MANHOLE (NO WORK REQUIRED)
- PAVEMENT AREA



1000
REPAIR 1000 L.F. OF CRACKS: CLEAN CRACKS AND FILL WITH SPECIFIED MATERIAL PRIOR TO SEALING (TYPICAL)

TYPICAL STRIPED AREA FOR ADDITIONAL INFORMATION, SEE DETAIL 3/A-9

TYPICAL HANDICAPPED STALL FOR ADDITIONAL INFORMATION, SEE DETAIL 2/A-9

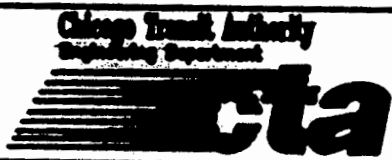
PARK AND RIDE LOT PLAN

SCALE: (FEET) 0 10 20 40 80

ARY NOTES:

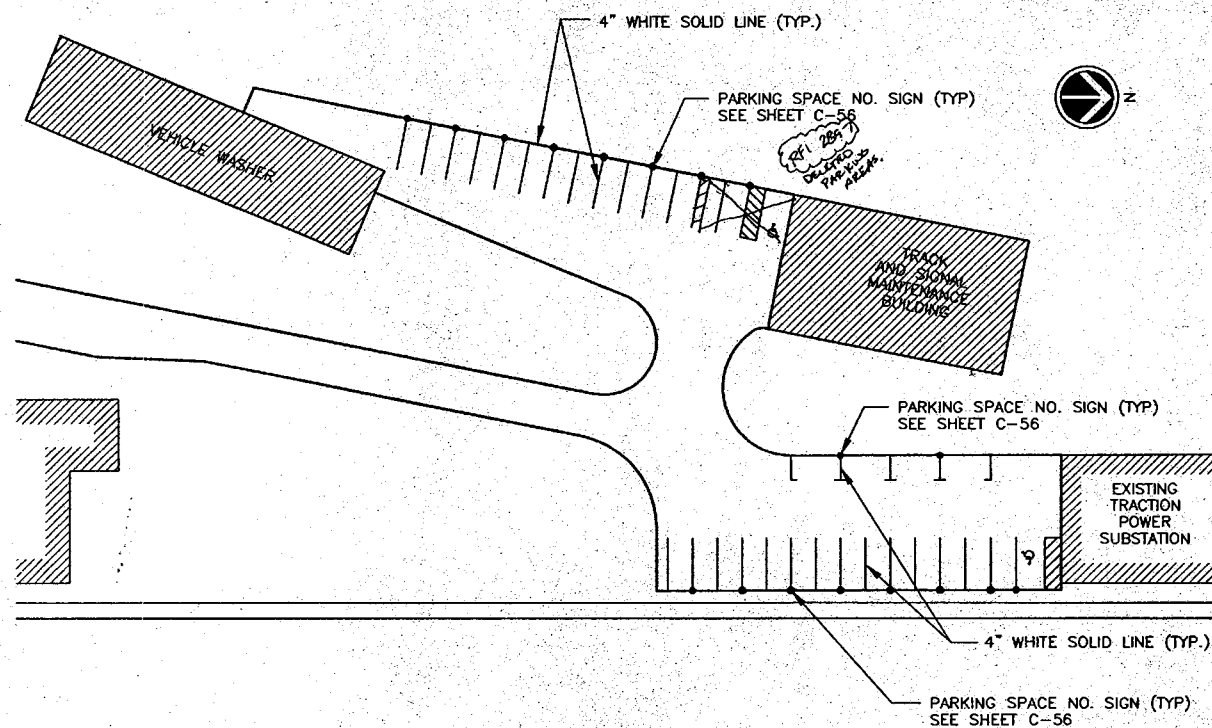
ONE CAPACITY OF LOT IS 154 STALLS
ARE FOOTAGE OF LOT IS 48,000 SQ. FT.
L CRACK LENGTH IS 2400 L.F.
1000
N. DAMAGED PAVEMENT AREA IS 1,327 SQ. FT.

No.	Date	Revision	App'd
1	11/2/02	REVISED PER JCS SURVEY	
2	05-24-02	ISSUED FOR BID	

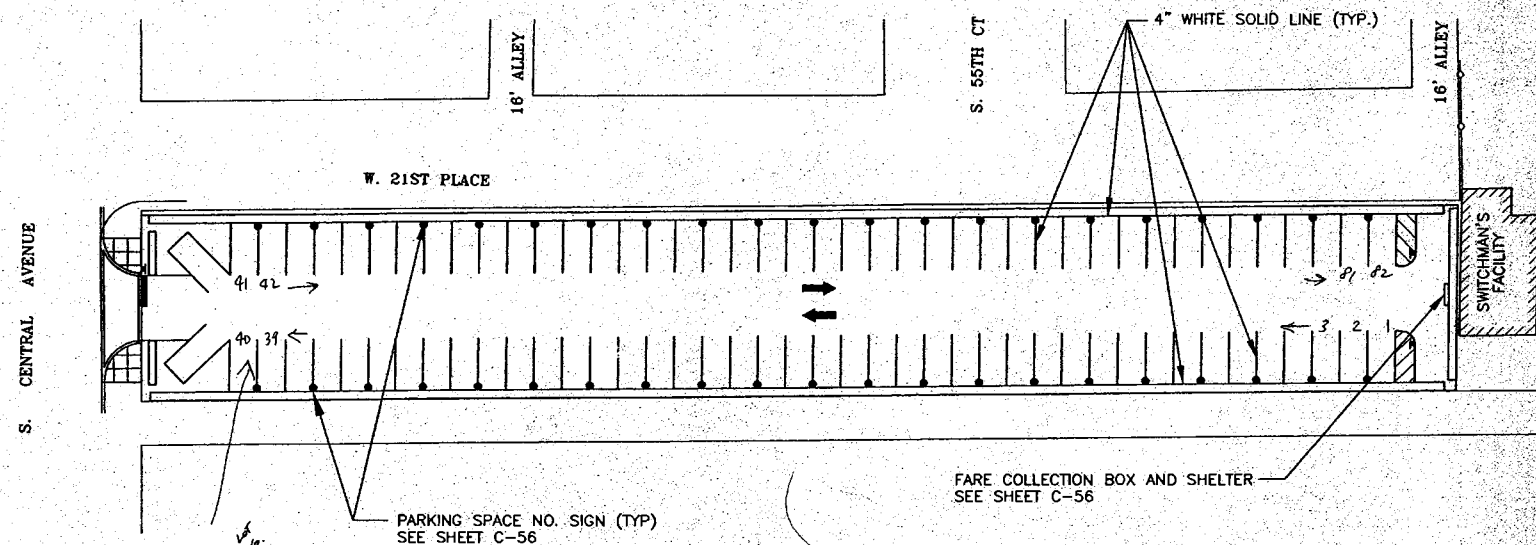


UPGRADE PARKS AND RIDES 3343 WEST 48th PLACE, CHICAGO, ILLINOIS 60632		Sheet No.
48TH/KEDZIE		A-6
Scales: AS NOTED Date: 05 MAY 2002 J.O. No.: 8890		of 9

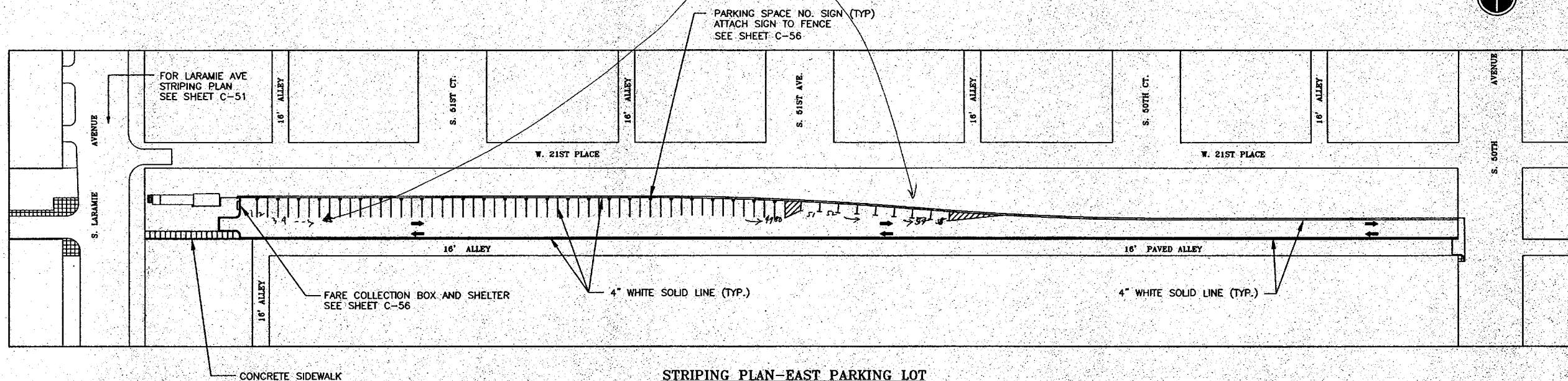
**54th Ave. / Cermak Rd.
Park & Ride**



**STRIPING PLAN
MAINTENANCE BUILDING AREA**
SCALE: 1"=30'



STRIPING PLAN-WEST PARKING LOT
SCALE: 1"=30'



STRIPING PLAN-EAST PARKING LOT
SCALE: 1"=50'

Drawing C-52
Add Note 1 as follows, "See sheet C-50 for striping and signage details."
Add the following note and leader pointing to the south property line of the public alley, "Sign R8-3 to be installed at all existing poles on the south side of alley."

In Charge R. A. Roling
Designed By MAI
Drawn By GYR
Checked By MEP
Approved By

McDonough Associates Inc.
ENGINEERS ARCHITECTS
130 EAST RANDOLPH STREET, SUITE 1000
CHICAGO, ILLINOIS 60601
TEL: (312) 946-8600
FAX: (312) 946-7199

No.	Date	Revision	App'd
11-24-00		ISSUED FOR BIDS	

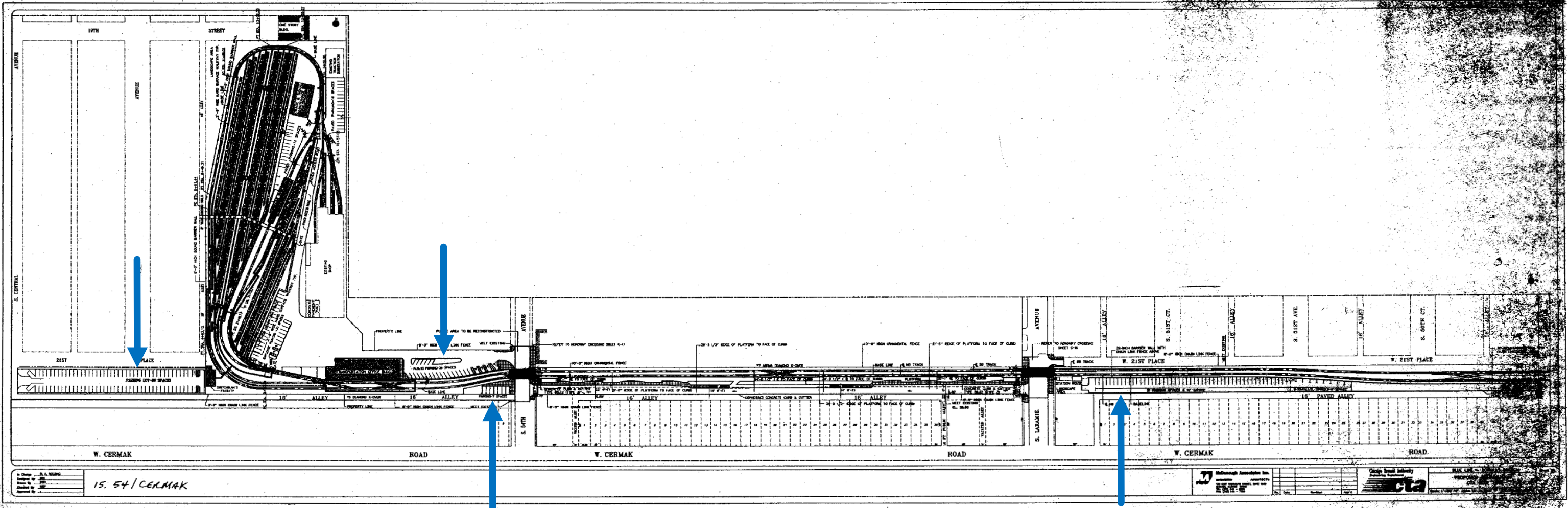
Chicago Transit Authority
Engineering Department

BLUE LINE - DOUGLAS BRANCH, KEELER AVE. TO 54TH YARD

PARKING LOT STRIPING PLANS

Scale: AS SHOWN Date: 5 OCT 2000 J.O. No.: 0423

Sheet No.
C-52
of



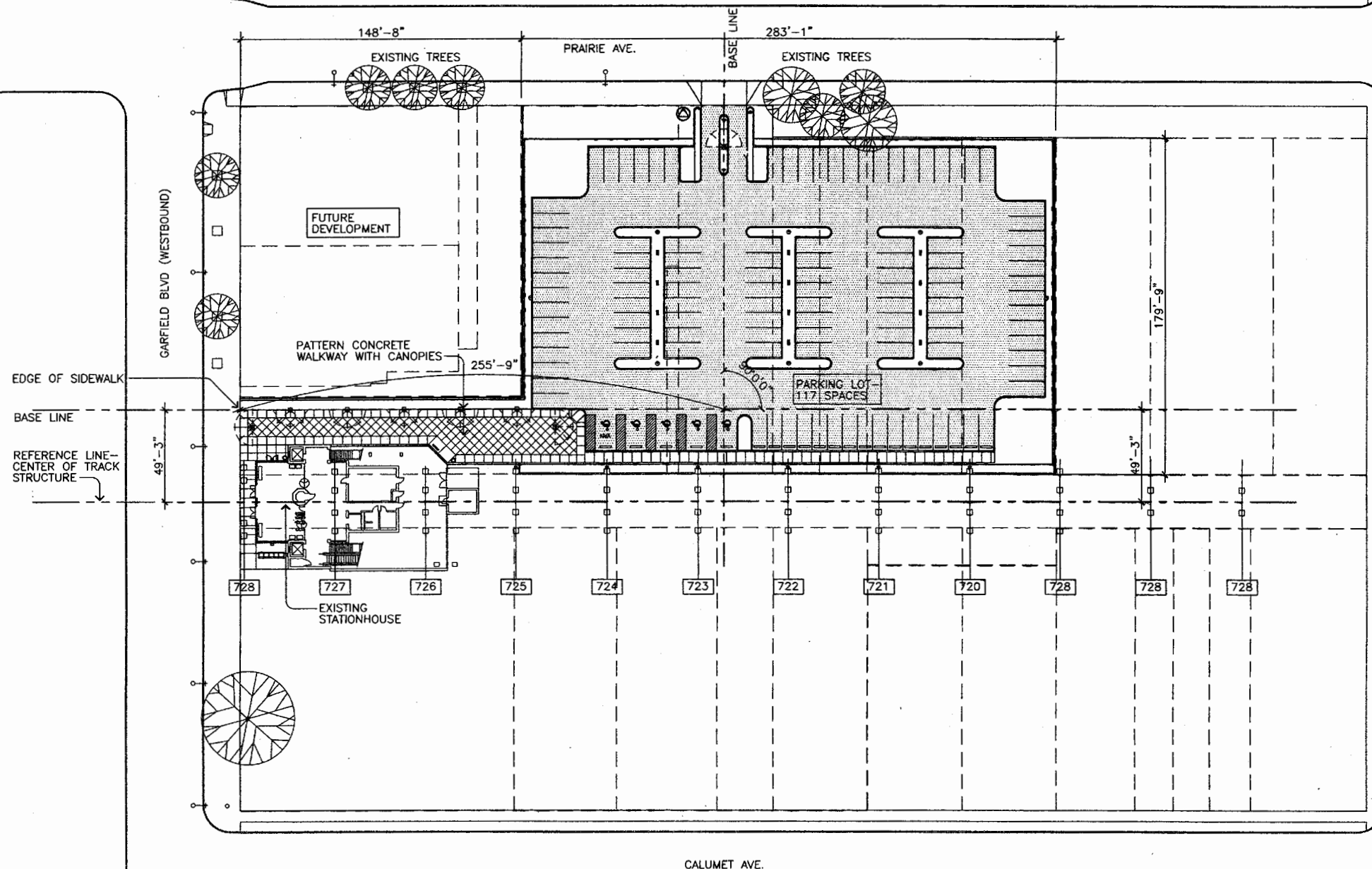
15.54/CERMAK

Logos for engineering and construction firms, including "J" and "cta".

NO.	DATE	REVISION
1	11/17/10	15.54/CERMAK

Garfield Blvd. Park & Ride

GARFIELD BLVD (EASTBOUND)



B1 SITE PLAN
SCALE: (FEET) 0 16 32 64 128



Exp 11/30/04

CONSTRUCT PARK 'N' RIDE
GARFIELD STATION
GARFIELD PARK 'N' RIDE
5433 SOUTH PRAIRIE AVENUE
CHICAGO, ILLINOIS 60615



IN CHARGE	G. ZIKA	
APPROVED BY	C. CAMPOS	
CHECKED BY	C. STROM	
DESIGNED BY	GV, CD	
DRAWN BY	C. DAO	
PROJECT NO		
FILE NAME		
03 OCT 03	REISSUED FOR PERMIT	
28 AUG 03	ISSUED FOR CONSTRUCTION	
14 APR 03	ISSUED FOR BID	
24 MAR 03	ISSUED FOR PERMIT	
10 FEB 03	100% SUBMITTAL	
27 JAN 03	90% SUBMITTAL	
10 JAN 03	60% SUBMITTAL	
12 DEC 02	30% SUBMITTAL	
MARK	DATE	DESCRIPTION
SHEET TITLE		

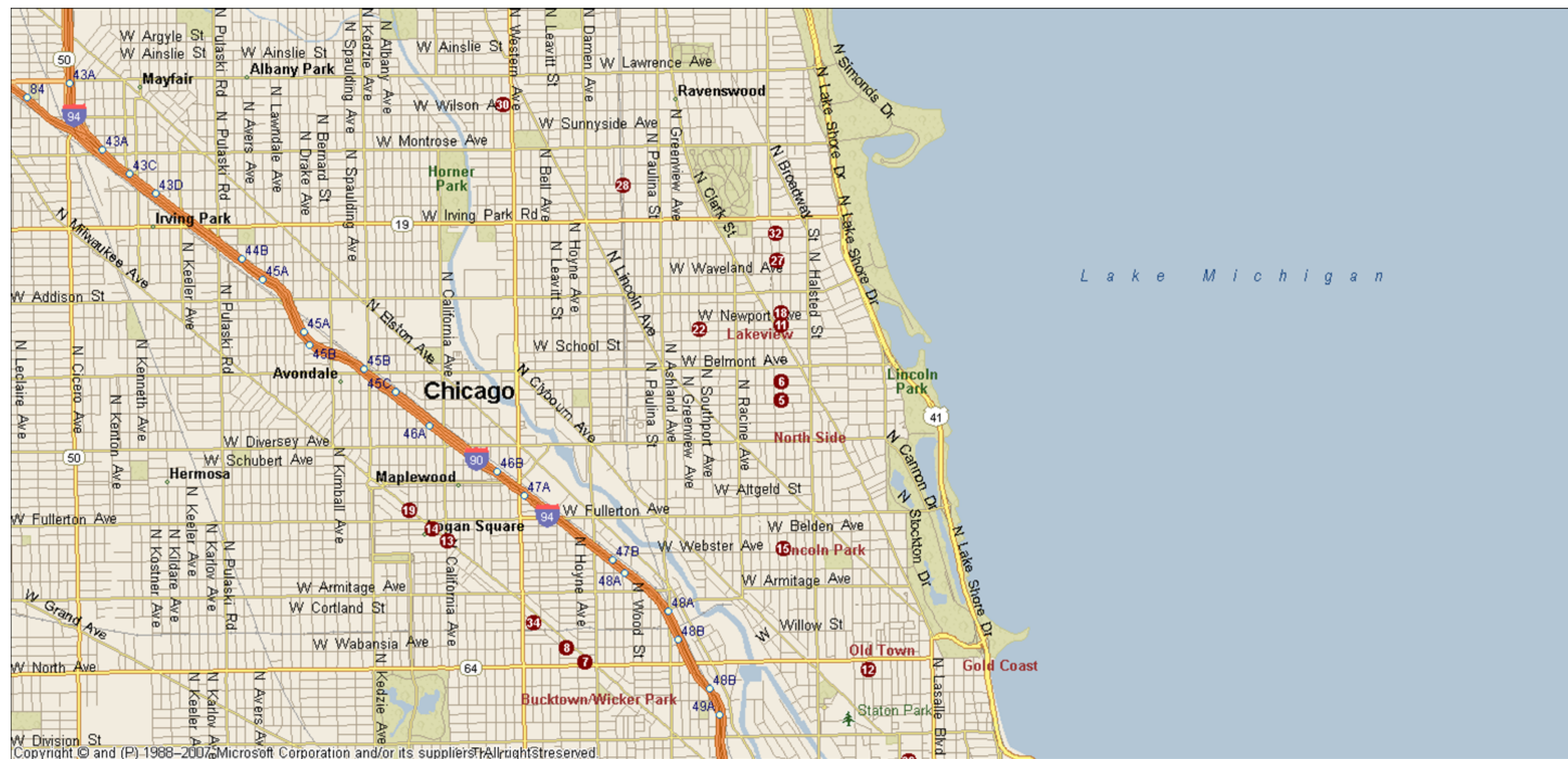
SITE PLAN

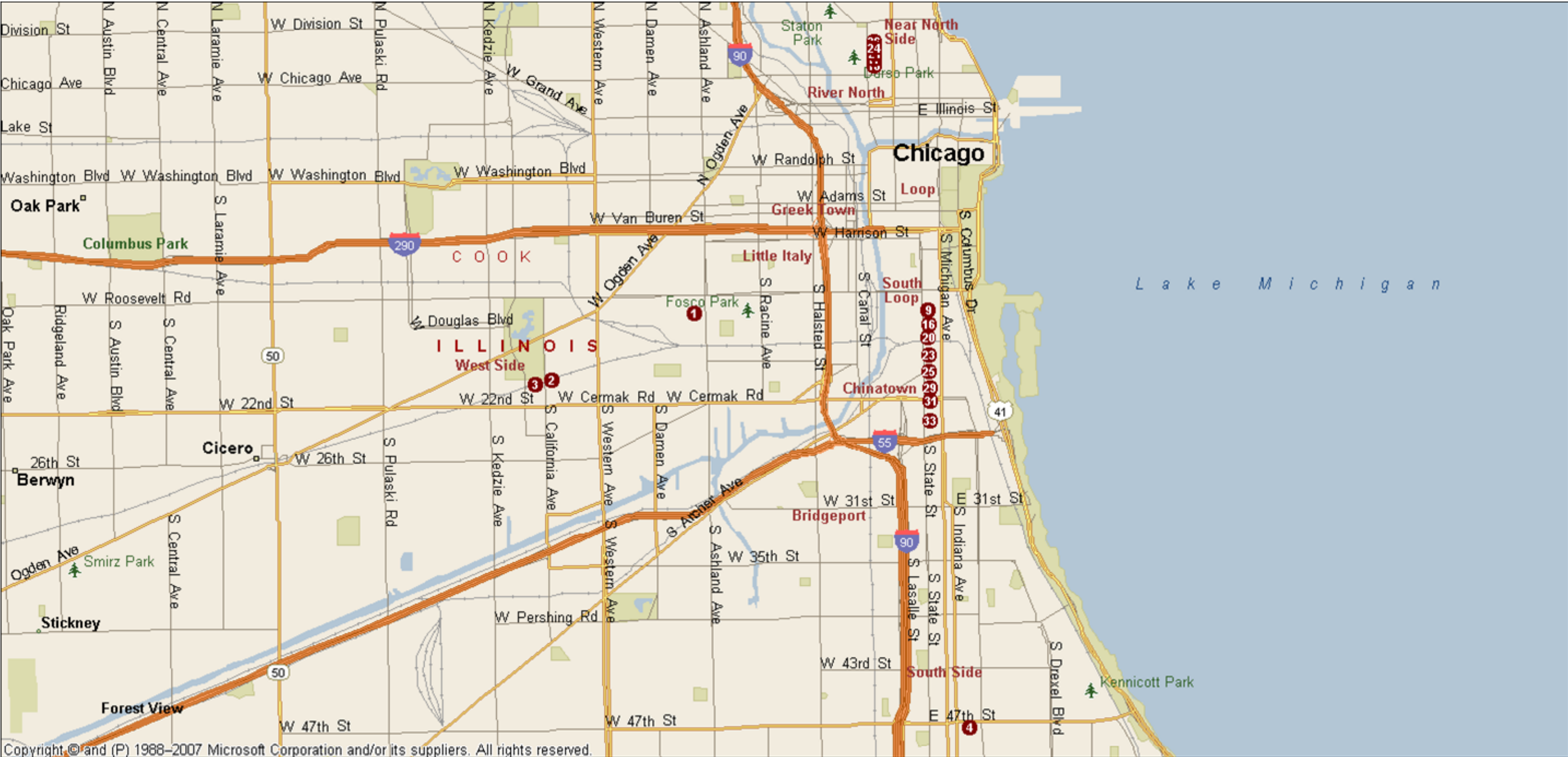
G-101

Under 'L' Parking Facilities

Map Legend

Map Number	Location	Line
1	13th St. to Hastings St.	Pink
2	Washtenaw Ave. to California Ave.	Pink
3	California Ave. to Marshall Blvd.	Pink
4	South of 47th St.	Green
5	NA	
6	NA	
7	North Ave. to Concord Pl.	Blue
8	Caton St. to Wabansia Ave.	Blue
9	13th St. to 14th St.	Green
10	NA	
11	Roscoe St. to Newport Ave.	Red
12	Cleveland Ave. to Mohawk St.	Brown
13	California Ave./Milwaukee Ave./Lyndale St.	Blue
14	Milwaukee Ave. / Medill / Fullerton	Blue
15	Sheffield Ave. / Webster Ave.	Red
16	14th St. to 14th Pl.	Green
17	Chestnut St. to Locust St.	Brown
18	Newport Ave. to Cornelia Ave.	Brown
19	Milwaukee Ave. / Fullerton Ave. / Sacramento Ave.	Blue
20	14th Pl. to 16th Pl.	Green
21	Locust St. to Walton St.	Brown
22	3408 Southport Ave.	Brown
23	16th St. to 18th Pl.	Green
24	Walton St. to Oak St.	Brown
25	18th St. to 20th St.	Green
26	Oak St. to Wendell St.	Brown
27	Waveland Ave. to Grace St.	Brown
28	Ravenswood Ave. at Berteau Ave.	Brown
29	20th St. to 21st. St.	Green
30	Western Ave. to Campbell Ave.	Brown
31	21st St. to Cermak Rd.	Green
32	Dakin St. to Sheridan Rd.	Red
33	23rd St. to 24th St.	Green
34	Bloomington Ave. to Moffat St.	Blue





RFP EXHIBIT 5

HISTORICAL REVENUE INFORMATION

The historical revenue information in this RFP is provided without having been reviewed or audited by the CTA and the CTA makes no representation or warranty as to the accuracy of these figures either historically or as a predictor of future revenue potential.

PLEASE NOTE THAT THE CTA INCREASED RATES AT THE PARK & RIDE PARKING FACILITIES FROM \$2 TO \$4 ON JANUARY 1, 2009. SEE THE FOLLOWING LINK FOR DETAILS:

<http://www.transitchicago.com/news/default.aspx?ArticleId=2243>

Exhibit 5: Historical Revenue Information for CTA Parking Facilities

<u>Cumberland</u>	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Total
Revenue													
Monthly Parking	\$363	\$240	\$240	\$240	\$240	\$200	\$200	\$200	\$258	\$258	\$160	\$172	\$2,771
Transient Parking	\$93,377	\$85,595	\$93,776	\$92,086	\$92,344	\$92,863	\$95,226	\$90,490	\$87,389	\$91,416	\$81,005	\$75,032	\$1,070,599
Short Term Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Permit Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	-\$58	-\$18	\$0	-\$12	-\$88
Total Gross Revenue	\$93,740	\$85,835	\$94,016	\$92,326	\$92,584	\$93,063	\$95,426	\$90,690	\$87,589	\$91,656	\$81,165	\$75,192	\$1,073,282
Parking Tax	-\$5,140	-\$4,733	-\$5,310	-\$4,901	-\$4,789	-\$5,094	-\$5,464	-\$5,379	-\$4,862	-\$4,626	-\$4,412	-\$4,491	-\$59,201
Total Revenue	\$88,600	\$81,102	\$88,706	\$87,425	\$87,795	\$87,969	\$89,962	\$85,311	\$82,727	\$87,030	\$76,753	\$70,701	\$1,014,081
<u>Midway</u>	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Total
Revenue													
Monthly Parking	\$2,388	\$2,548	\$2,754	\$2,760	\$2,720	\$2,680	\$2,680	\$2,917	\$3,268	\$3,311	\$2,945	\$3,268	\$34,239
Transient Parking	\$14,408	\$13,980	\$16,456	\$16,346	\$18,098	\$17,916	\$18,250	\$18,232	\$15,782	\$16,772	\$15,072	\$13,716	\$195,028
Short Term Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Permit Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	-\$239	-\$253	\$0	-\$237	-\$729
Total Gross Revenue	\$16,796	\$16,528	\$19,210	\$19,106	\$20,818	\$20,596	\$20,930	\$21,149	\$18,811	\$19,830	\$18,017	\$16,747	\$228,538
Parking Tax	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenue	\$16,796	\$16,528	\$19,210	\$19,106	\$20,818	\$20,596	\$20,930	\$21,149	\$18,811	\$19,830	\$18,017	\$16,747	\$228,538
<u>51st and Pulaski</u>	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Total
Revenue													
Monthly Parking	\$2,114	\$2,194	\$2,074	\$2,000	\$1,960	\$1,994	\$2,117	\$2,868	\$3,354	\$3,698	\$3,628	\$3,827	\$31,828
Transient Parking	\$17,042	\$15,926	\$18,508	\$17,822	\$19,560	\$19,390	\$19,414	\$19,322	\$16,870	\$18,774	\$16,602	\$15,342	\$214,572
Short Term Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Permit Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	-\$249	-\$267	\$0	-\$276	-\$792
Total Gross Revenue	\$19,156	\$18,120	\$20,582	\$19,822	\$21,520	\$21,384	\$21,531	\$22,190	\$19,975	\$22,205	\$20,230	\$18,893	\$245,608
Parking Tax	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenue	\$19,156	\$18,120	\$20,582	\$19,822	\$21,520	\$21,384	\$21,531	\$22,190	\$19,975	\$22,205	\$20,230	\$18,893	\$245,608
<u>49th and Western</u>	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Total
Revenue													
Monthly Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transient Parking	\$8,900	\$8,134	\$9,786	\$9,332	\$9,726	\$9,754	\$10,282	\$10,258	\$8,544	\$10,024	\$8,801	\$8,122	\$111,663
Short Term Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Permit Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Gross Revenue	\$8,900	\$8,134	\$9,786	\$9,332	\$9,726	\$9,754	\$10,282	\$10,258	\$8,544	\$10,024	\$8,801	\$8,122	\$111,663
Parking Tax	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenue	\$8,900	\$8,134	\$9,786	\$9,332	\$9,726	\$9,754	\$10,282	\$10,258	\$8,544	\$10,024	\$8,801	\$8,122	\$111,663
<u>54th and Cermak</u>	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Total
Revenue													
Monthly Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transient Parking	\$2,870	\$2,990	\$3,318	\$3,082	\$3,352	\$3,354	\$3,358	\$3,826	\$3,312	\$3,780	\$3,168	\$2,780	\$39,190
Short Term Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Permit Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Gross Revenue	\$2,870	\$2,990	\$3,318	\$3,082	\$3,352	\$3,354	\$3,358	\$3,826	\$3,312	\$3,780	\$3,168	\$2,780	\$39,190
Parking Tax	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenue	\$2,870	\$2,990	\$3,318	\$3,082	\$3,352	\$3,354	\$3,358	\$3,826	\$3,312	\$3,780	\$3,168	\$2,780	\$39,190

<u>35th and Archer</u>	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Total
Revenue													
Monthly Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transient Parking	\$3,296	\$3,158	\$3,718	\$3,576	\$3,886	\$4,014	\$3,982	\$4,118	\$3,520	\$4,012	\$3,602	\$3,420	\$44,302
Short Term Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Permit Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Gross Revenue	\$3,296	\$3,158	\$3,718	\$3,576	\$3,886	\$4,014	\$3,982	\$4,118	\$3,520	\$4,012	\$3,602	\$3,420	\$44,302
Parking Tax	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenue	\$3,296	\$3,158	\$3,718	\$3,576	\$3,886	\$4,014	\$3,982	\$4,118	\$3,520	\$4,012	\$3,602	\$3,420	\$44,302
<u>63rd and Ashland</u>	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Total
Revenue													
Monthly Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transient Parking	\$5,618	\$5,154	\$6,256	\$6,526	\$6,902	\$6,852	\$6,488	\$6,772	\$5,558	\$6,580	\$5,596	\$5,268	\$73,570
Short Term Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Permit Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Gross Revenue	\$5,618	\$5,154	\$6,256	\$6,526	\$6,902	\$6,852	\$6,488	\$6,772	\$5,558	\$6,580	\$5,596	\$5,268	\$73,570
Parking Tax	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenue	\$5,618	\$5,154	\$6,256	\$6,526	\$6,902	\$6,852	\$6,488	\$6,772	\$5,558	\$6,580	\$5,596	\$5,268	\$73,570
<u>Kimball and Lawrence</u>	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Total
Revenue													
Monthly Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transient Parking	\$3,338	\$3,008	\$3,558	\$3,392	\$3,498	\$3,538	\$4,080	\$4,256	\$3,588	\$4,036	\$3,504	\$3,394	\$43,190
Short Term Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Permit Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Gross Revenue	\$3,338	\$3,008	\$3,558	\$3,392	\$3,498	\$3,538	\$4,080	\$4,256	\$3,588	\$4,036	\$3,504	\$3,394	\$43,190
Parking Tax	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenue	\$3,338	\$3,008	\$3,558	\$3,392	\$3,498	\$3,538	\$4,080	\$4,256	\$3,588	\$4,036	\$3,504	\$3,394	\$43,190
<u>Halsted and Archer</u>	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Total
Revenue													
Monthly Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transient Parking	\$1,920	\$1,908	\$2,144	\$2,064	\$2,404	\$2,408	\$2,420	\$2,432	\$2,310	\$2,380	\$2,182	\$2,042	\$26,614
Short Term Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Permit Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Gross Revenue	\$1,920	\$1,908	\$2,144	\$2,064	\$2,404	\$2,408	\$2,420	\$2,432	\$2,310	\$2,380	\$2,182	\$2,042	\$26,614
Parking Tax	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenue	\$1,920	\$1,908	\$2,144	\$2,064	\$2,404	\$2,408	\$2,420	\$2,432	\$2,310	\$2,380	\$2,182	\$2,042	\$26,614
<u>Kedzie and Lawrence</u>	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Total
Revenue													
Monthly Parking	\$0	\$375	\$267	\$297	\$297	\$345	\$297	\$324	\$300	\$300	\$297	\$330	\$3,429
Transient Parking	\$2,086	\$1,684	\$2,142	\$2,020	\$1,980	\$1,296	\$1,078	\$1,262	\$1,196	\$1,184	\$703	\$660	\$17,291
Short Term Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Permit Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	-\$30	-\$30	\$0	-\$33	-\$93
Total Gross Revenue	\$2,086	\$2,059	\$2,409	\$2,317	\$2,277	\$1,641	\$1,375	\$1,586	\$1,466	\$1,454	\$1,000	\$957	\$20,627
Parking Tax	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenue	\$2,086	\$2,059	\$2,409	\$2,317	\$2,277	\$1,641	\$1,375	\$1,586	\$1,466	\$1,454	\$1,000	\$957	\$20,627

48th and Kedzie	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Total
Revenue													
Monthly Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transient Parking	\$6,490	\$6,040	\$6,976	\$6,754	\$7,188	\$6,970	\$7,184	\$7,450	\$6,282	\$7,410	\$6,422	\$5,624	\$80,790
Short Term Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Permit Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Gross Revenue	\$6,490	\$6,040	\$6,976	\$6,754	\$7,188	\$6,970	\$7,184	\$7,450	\$6,282	\$7,410	\$6,422	\$5,624	\$80,790
Parking Tax	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenue	\$6,490	\$6,040	\$6,976	\$6,754	\$7,188	\$6,970	\$7,184	\$7,450	\$6,282	\$7,410	\$6,422	\$5,624	\$80,790
55th and Prairie (Garfield)													
	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Total
Revenue													
Monthly Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transient Parking	\$3,883	\$3,600	\$4,971	\$4,756	\$5,006	\$5,099	\$5,189	\$5,689	\$4,555	\$5,235	\$4,533	\$3,747	\$56,263
Short Term Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Permit Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Gross Revenue	\$3,883	\$3,600	\$4,971	\$4,756	\$5,006	\$5,099	\$5,189	\$5,689	\$4,555	\$5,235	\$4,533	\$3,747	\$56,263
Parking Tax	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenue	\$3,883	\$3,600	\$4,971	\$4,756	\$5,006	\$5,099	\$5,189	\$5,689	\$4,555	\$5,235	\$4,533	\$3,747	\$56,263
Under 'L'													
	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Total
Revenue													
Monthly Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transient Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Short Term Parking	\$7,410	\$7,760	\$8,210	\$7,445	\$8,255	\$8,745	\$9,365	\$10,150	\$10,115	\$11,045	\$10,535	\$10,685	\$109,720
Permit Fees	-\$348	-\$335	-\$383	-\$69	-\$184	-\$366	-\$330	-\$444	-\$379	-\$451	-\$423	-\$429	-\$4,141
Total Gross Revenue	\$7,062	\$7,425	\$7,827	\$7,376	\$8,071	\$8,379	\$9,035	\$9,706	\$9,736	\$10,594	\$10,112	\$10,256	\$105,579
Parking Tax	-\$2,170	-\$2,400	-\$2,520	-\$2,250	-\$2,540	-\$2,700	-\$2,880	-\$3,090	-\$3,080	-\$3,510	-\$3,360	-\$3,400	-\$33,900
Total Revenue	\$4,892	\$5,025	\$5,307	\$5,126	\$5,531	\$5,679	\$6,155	\$6,616	\$6,656	\$7,084	\$6,752	\$6,856	\$71,679
Reported Consolidated													
	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Total
Revenue													
Monthly Parking	\$4,892	\$5,022	\$4,952	\$5,228	\$5,036	\$4,853	\$4,964	\$5,865	\$7,180	\$7,567	\$7,030	\$7,597	\$70,186
Transient Parking	\$163,228	\$151,177	\$171,609	\$167,757	\$173,944	\$173,454	\$176,950	\$174,107	\$158,906	\$171,603	\$151,190	\$139,147	\$1,973,072
Short Term Parking	\$7,410	\$7,760	\$8,210	\$7,445	\$8,255	\$8,745	\$9,365	\$10,150	\$10,115	\$11,045	\$10,535	\$10,685	\$109,720
Permit Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	-\$955	-\$1,020	-\$423	-\$987	-\$3,385
Total Gross Revenue	\$175,530	\$163,959	\$184,771	\$180,430	\$187,235	\$187,052	\$191,279	\$190,122	\$175,246	\$189,195	\$168,332	\$156,442	\$2,149,593
Parking Tax	-\$7,310	-\$7,133	-\$7,830	-\$7,151	-\$7,429	-\$7,794	-\$8,344	-\$8,469	-\$7,942	-\$8,136	-\$7,772	-\$7,891	-\$93,201
Total Revenue	\$168,220	\$156,826	\$176,941	\$173,279	\$179,806	\$179,258	\$182,935	\$181,653	\$167,304	\$181,059	\$160,560	\$148,551	\$2,056,392

Cumberland													
	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	YTD
Revenue													
Monthly Parking	\$172	\$172	\$155	\$215	\$344	\$172	\$258	\$301	\$199	\$256	\$256	\$363	\$2,863
Transient Parking	\$81,420	\$84,021	\$86,169	\$94,579	\$90,495	\$92,349	\$90,467	\$97,499	\$96,865	\$99,708	\$85,117	\$84,787	\$1,083,476
Short Term Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Permit Fees	-\$12	-\$12	-\$12	-\$15	-\$24	-\$12	-\$18	-\$21	-\$18	-\$18	-\$18	-\$27	-\$207
Total Gross Revenue	\$81,580	\$84,181	\$86,312	\$94,779	\$90,815	\$92,509	\$90,707	\$97,779	\$97,046	\$99,946	\$85,355	\$85,123	\$1,086,132
Parking Tax	-\$4,458	-\$4,516	-\$4,602	-\$4,905	-\$5,183	-\$5,101	-\$5,044	-\$5,295	-\$4,886	-\$4,600	-\$4,504	-\$4,611	-\$57,705
Total Revenue	\$77,122	\$79,665	\$81,710	\$89,874	\$85,632	\$87,408	\$85,663	\$92,484	\$92,160	\$95,346	\$80,851	\$80,512	\$1,028,427
Midway													
	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-07	Dec-07	YTD
Revenue													
Monthly Parking	\$3,268	\$3,268	\$3,268	\$3,268	\$3,354	\$3,397	\$3,526	\$3,526	\$2,624	\$3,526	\$3,526	\$3,612	\$40,163
Transient Parking	\$14,314	\$13,854	\$14,318	\$17,034	\$19,055	\$19,909	\$20,414	\$18,594	\$16,946	\$17,378	\$16,004	\$15,444	\$203,264
Short Term Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Permit Fees	-\$237	-\$242	-\$242	-\$242	-\$234	-\$237	-\$246	-\$246	-\$246	-\$246	-\$246	\$252	-\$2,412
Total Gross Revenue	\$17,345	\$16,880	\$17,344	\$20,060	\$22,175	\$23,069	\$23,694	\$21,874	\$19,324	\$20,658	\$19,284	\$19,308	\$241,015
Parking Tax	\$0	\$0	\$0	\$0	\$0	\$0	-\$1,640	\$1,640	\$0	\$0	\$0	\$0	\$0
Total Revenue	\$17,345	\$16,880	\$17,344	\$20,060	\$22,175	\$23,069	\$22,054	\$23,514	\$19,324	\$20,658	\$19,284	\$19,308	\$241,015
51st and Pulaski													
	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	YTD
Revenue													
Monthly Parking	\$3,999	\$3,999	\$3,913	\$3,870	\$3,870	\$3,655	\$4,085	\$3,913	\$3,005	\$4,042	\$4,085	\$4,042	\$46,478
Transient Parking	\$16,504	\$15,966	\$16,572	\$18,625	\$19,094	\$19,574	\$20,468	\$18,684	\$17,414	\$18,808	\$15,288	\$15,980	\$212,977
Short Term Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Permit Fees	-\$288	-\$288	-\$282	-\$279	-\$270	-\$255	-\$285	-\$273	-\$285	-\$282	-\$285	-\$282	-\$3,354
Total Gross Revenue	\$20,215	\$19,677	\$20,203	\$22,216	\$22,694	\$22,974	\$24,268	\$22,324	\$20,134	\$22,568	\$19,088	\$19,740	\$256,101
Parking Tax	\$0	\$0	\$0	\$0	\$0	\$0	-\$1,900	\$1,900	\$0	\$0	\$0	\$0	\$0
Total Revenue	\$20,215	\$19,677	\$20,203	\$22,216	\$22,694	\$22,974	\$22,368	\$24,224	\$20,134	\$22,568	\$19,088	\$19,740	\$256,101
49th and Western													
	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-07	Dec-07	YTD
Revenue													
Monthly Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transient Parking	\$9,180	\$8,618	\$9,162	\$9,976	\$9,276	\$9,815	\$10,332	\$9,764	\$9,638	\$10,436	\$8,400	\$8,508	\$113,105
Short Term Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Permit Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Gross Revenue	\$9,180	\$8,618	\$9,162	\$9,976	\$9,276	\$9,815	\$10,332	\$9,764	\$9,638	\$10,436	\$8,400	\$8,508	\$113,105
Parking Tax	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenue	\$9,180	\$8,618	\$9,162	\$9,976	\$9,276	\$9,815	\$10,332	\$9,764	\$9,638	\$10,436	\$8,400	\$8,508	\$113,105
54th and Cermak													
	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	YTD
Revenue													
Monthly Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transient Parking	\$3,258	\$3,510	\$3,690	\$4,191	\$3,941	\$3,914	\$4,644	\$3,912	\$4,176	\$4,642	\$3,636	\$3,930	\$47,444
Short Term Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$176	\$0	\$0	\$0	\$0	\$176
Permit Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Gross Revenue	\$3,258	\$3,510	\$3,690	\$4,191	\$3,941	\$3,914	\$4,644	\$4,088	\$4,176	\$4,642	\$3,636	\$3,930	\$47,620
Parking Tax	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenue	\$3,258	\$3,510	\$3,690	\$4,191	\$3,941	\$3,914	\$4,644	\$4,088	\$4,176	\$4,642	\$3,636	\$3,930	\$47,620

<u>35th and Archer</u>	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-07	Dec-07	YTD
Revenue													
Monthly Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transient Parking	\$3,642	\$3,426	\$3,696	\$3,943	\$3,845	\$3,991	\$4,186	\$3,986	\$3,704	\$4,120	\$3,494	\$3,732	\$45,765
Short Term Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Permit Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Gross Revenue	\$3,642	\$3,426	\$3,696	\$3,943	\$3,845	\$3,991	\$4,186	\$3,986	\$3,704	\$4,120	\$3,494	\$3,732	\$45,765
Parking Tax	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenue	\$3,642	\$3,426	\$3,696	\$3,943	\$3,845	\$3,991	\$4,186	\$3,986	\$3,704	\$4,120	\$3,494	\$3,732	\$45,765
<u>63rd and Ashland</u>	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	YTD
Revenue													
Monthly Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transient Parking	\$5,906	\$5,832	\$6,060	\$6,380	\$5,628	\$5,689	\$5,606	\$5,456	\$5,644	\$6,248	\$4,922	\$5,048	\$68,419
Short Term Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Permit Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Gross Revenue	\$5,906	\$5,832	\$6,060	\$6,380	\$5,628	\$5,689	\$5,606	\$5,456	\$5,644	\$6,248	\$4,922	\$5,048	\$68,419
Parking Tax	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenue	\$5,906	\$5,832	\$6,060	\$6,380	\$5,628	\$5,689	\$5,606	\$5,456	\$5,644	\$6,248	\$4,922	\$5,048	\$68,419
<u>Kimball and Lawrence</u>	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-07	Dec-07	YTD
Revenue													
Monthly Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transient Parking	\$3,764	\$3,460	\$3,560	\$3,652	\$3,574	\$3,632	\$3,952	\$3,734	\$3,578	\$3,736	\$3,010	\$3,220	\$42,872
Short Term Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Permit Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Gross Revenue	\$3,764	\$3,460	\$3,560	\$3,652	\$3,574	\$3,632	\$3,952	\$3,734	\$3,578	\$3,736	\$3,010	\$3,220	\$42,872
Parking Tax	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenue	\$3,764	\$3,460	\$3,560	\$3,652	\$3,574	\$3,632	\$3,952	\$3,734	\$3,578	\$3,736	\$3,010	\$3,220	\$42,872
<u>Halsted and Archer</u>	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	YTD
Revenue													
Monthly Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transient Parking	\$1,984	\$1,916	\$2,096	\$2,371	\$2,407	\$2,438	\$2,454	\$2,518	\$2,328	\$2,448	\$2,228	\$2,082	\$27,270
Short Term Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Permit Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Gross Revenue	\$1,984	\$1,916	\$2,096	\$2,371	\$2,407	\$2,438	\$2,454	\$2,518	\$2,328	\$2,448	\$2,228	\$2,082	\$27,270
Parking Tax	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenue	\$1,984	\$1,916	\$2,096	\$2,371	\$2,407	\$2,438	\$2,454	\$2,518	\$2,328	\$2,448	\$2,228	\$2,082	\$27,270
<u>Kedzie and Lawrence</u>	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-07	Dec-07	YTD
Revenue													
Monthly Parking	\$390	\$360	\$360	\$330	\$390	\$300	\$360	\$300	\$331	\$473	\$430	\$559	\$4,583
Transient Parking	\$794	\$940	\$902	\$840	\$758	\$840	\$812	\$786	\$896	\$972	\$674	\$806	\$10,020
Short Term Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Permit Fees	-\$39	-\$36	-\$36	-\$33	-\$39	-\$30	-\$36	-\$30	-\$30	-\$33	-\$30	-\$39	-\$411
Total Gross Revenue	\$1,145	\$1,264	\$1,226	\$1,137	\$1,109	\$1,110	\$1,136	\$1,056	\$1,197	\$1,412	\$1,074	\$1,326	\$14,192
Parking Tax	\$0	\$0	\$0	\$0	\$0	\$0	-\$240	\$240	\$0	\$0	\$0	\$0	\$0
Total Revenue	\$1,145	\$1,264	\$1,226	\$1,137	\$1,109	\$1,110	\$896	\$1,296	\$1,197	\$1,412	\$1,074	\$1,326	\$14,192

48th and Kedzie	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	YTD
Revenue													
Monthly Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transient Parking	\$6,686	\$6,164	\$6,578	\$7,021	\$6,840	\$6,936	\$7,514	\$6,956	\$6,880	\$7,248	\$5,768	\$5,926	\$80,517
Short Term Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Permit Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Gross Revenue	\$6,686	\$6,164	\$6,578	\$7,021	\$6,840	\$6,936	\$7,514	\$6,956	\$6,880	\$7,248	\$5,768	\$5,926	\$80,517
Parking Tax	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenue	\$6,686	\$6,164	\$6,578	\$7,021	\$6,840	\$6,936	\$7,514	\$6,956	\$6,880	\$7,248	\$5,768	\$5,926	\$80,517
55th and Prarie (Garfield)													
	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-07	Dec-07	YTD
Revenue													
Monthly Parking	\$0	\$0	\$0	\$0	\$0	\$43	\$0	\$0	\$43	\$0	\$0	\$129	\$215
Transient Parking	\$4,491	\$3,906	\$4,511	\$4,787	\$4,284	\$4,495	\$4,821	\$4,315	\$4,201	\$4,445	\$3,469	\$3,530	\$51,255
Short Term Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Permit Fees	\$0	\$0	\$0	\$0	\$0	-\$3	\$0	\$0	-\$3	\$0	\$0	-\$9	-\$15
Total Gross Revenue	\$4,491	\$3,906	\$4,511	\$4,787	\$4,284	\$4,535	\$4,821	\$4,315	\$4,241	\$4,445	\$3,469	\$3,650	\$51,455
Parking Tax	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenue	\$4,491	\$3,906	\$4,511	\$4,787	\$4,284	\$4,535	\$4,821	\$4,315	\$4,241	\$4,445	\$3,469	\$3,650	\$51,455
Under 'L'													
	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	YTD
Revenue													
Monthly Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transient Parking	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Short Term Parking	\$11,200	\$10,380	\$11,380	\$11,885	\$11,460	\$11,230	\$11,955	\$12,555	\$9,290	\$10,950	\$13,585	\$13,735	\$139,605
Permit Fees	-\$612	-\$426	-\$474	-\$513	-\$447	-\$435	-\$465	-\$489	-\$483	-\$435	-\$534	-\$1,044	-\$6,357
Total Gross Revenue	\$10,588	\$9,954	\$10,906	\$11,372	\$11,013	\$10,795	\$11,490	\$12,066	\$8,807	\$10,515	\$13,051	\$12,691	\$133,248
Parking Tax	-\$3,400	-\$3,260	-\$3,600	-\$3,770	-\$3,590	-\$3,340	-\$3,680	-\$3,840	-\$3,800	-\$3,200	-\$3,808	-\$4,060	-\$43,348
Total Revenue	\$7,188	\$6,694	\$7,306	\$7,602	\$7,423	\$7,455	\$7,810	\$8,226	\$5,007	\$7,315	\$9,243	\$8,631	\$89,900
Reported Consolidated													
	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-07	Dec-07	YTD
Revenue													
Monthly Parking	\$7,829	\$7,799	\$7,696	\$7,683	\$7,958	\$7,567	\$8,229	\$8,040	\$6,202	\$8,297	\$8,297	\$8,705	\$94,302
Transient Parking	\$151,943	\$151,613	\$157,314	\$173,400	\$169,196	\$173,581	\$175,670	\$176,204	\$172,269	\$180,190	\$152,010	\$152,994	\$1,986,384
Short Term Parking	\$11,200	\$10,380	\$11,380	\$11,885	\$11,460	\$11,230	\$11,955	\$12,731	\$9,290	\$10,950	\$13,585	\$13,735	\$139,781
Permit Fees	-\$1,188	-\$1,004	-\$1,046	-\$1,082	-\$1,014	-\$972	-\$1,050	-\$1,059	-\$1,065	-\$1,014	-\$1,113	-\$1,149	-\$12,756
Total Gross Revenue	\$169,784	\$168,788	\$175,344	\$191,886	\$187,600	\$191,406	\$194,804	\$195,916	\$186,696	\$198,423	\$172,779	\$174,285	\$2,207,711
Parking Tax	-\$7,988	-\$7,776	-\$8,202	-\$8,675	-\$8,773	-\$8,441	-\$12,504	-\$5,355	-\$8,686	-\$7,800	-\$8,312	-\$8,671	-\$101,183
Total Revenue	\$161,796	\$161,012	\$167,142	\$183,211	\$178,827	\$182,965	\$182,300	\$190,561	\$178,010	\$190,623	\$164,467	\$165,614	\$2,106,528

<u>Cumberland</u>				
	Jan-09	Feb-09	Mar-09	Apr-09
Revenue				
Monthly Parking	\$301	\$258	\$215	\$172
Transient Parking	\$133,416	\$124,581	\$135,660	\$139,034
Short Term Parking	\$0	\$0	\$0	\$0
Permit Fees	-\$21	-\$18	-\$15	-\$12
Total Gross Revenue	\$133,696	\$124,821	\$135,860	\$139,194
Parking Tax	-\$32,864	-\$31,037	-\$33,616	-\$34,493
Total Revenue	\$100,832	\$93,784	\$102,244	\$104,701
<u>Midway</u>				
	Jan-09	Feb-09	Mar-09	Apr-09
Revenue				
Monthly Parking	\$3,526	\$3,526	\$3,526	\$3,526
Transient Parking	\$26,360	\$26,338	\$29,704	\$28,132
Short Term Parking	\$0	\$0	\$0	\$0
Permit Fees	-\$246	-\$246	-\$246	-\$246
Total Gross Revenue	\$29,640	\$29,618	\$32,984	\$31,412
Parking Tax	-\$6,589	-\$6,703	-\$7,426	-\$7,033
Total Revenue	\$23,051	\$22,915	\$25,558	\$24,379
<u>51st and Pulaski</u>				
	Jan-09	Feb-09	Mar-09	Apr-09
Revenue				
Monthly Parking	\$3,483	\$3,440	\$3,397	\$3,139
Transient Parking	\$25,168	\$22,688	\$24,732	\$24,356
Short Term Parking	\$0	\$0	\$0	\$0
Permit Fees	-\$252	-\$240	-\$237	-\$219
Total Gross Revenue	\$28,399	\$25,888	\$27,892	\$27,276
Parking Tax	-\$6,365	-\$5,672	-\$6,183	-\$6,089
Total Revenue	\$22,034	\$20,216	\$21,709	\$21,187
<u>49th and Western</u>				
	Jan-09	Feb-09	Mar-09	Apr-09
Revenue				
Monthly Parking	\$0	\$0	\$0	\$0
Transient Parking	\$10,722	\$10,800	\$12,464	\$11,924
Short Term Parking	\$0	\$0	\$0	\$0
Permit Fees	\$0	\$0	\$0	\$0
Total Gross Revenue	\$10,722	\$10,800	\$12,464	\$11,924
Parking Tax	-\$2,664	-\$2,700	-\$3,091	-\$2,981
Total Revenue	\$8,058	\$8,100	\$9,373	\$8,943
<u>54th and Cermak</u>				
	Jan-09	Feb-09	Mar-09	Apr-09
Revenue				
Monthly Parking	\$0	\$0	\$0	\$0
Transient Parking	\$5,204	\$4,648	\$4,704	\$4,232
Short Term Parking	\$0	\$0	\$0	\$0
Permit Fees	\$0	\$0	\$0	\$0
Total Gross Revenue	\$5,204	\$4,648	\$4,704	\$4,232
Parking Tax	-\$653	-\$581	-\$588	-\$529
Total Revenue	\$4,552	\$4,067	\$4,116	\$3,703

<u>35th and Archer</u>				
	Jan-09	Feb-09	Mar-09	Apr-09
Revenue				
Monthly Parking	\$0	\$0	\$0	\$0
Transient Parking	\$5,054	\$4,952	\$5,500	\$5,900
Short Term Parking	\$0	\$0	\$0	\$0
Permit Fees	\$0	\$0	\$0	\$0
Total Gross Revenue	\$5,054	\$4,952	\$5,500	\$5,900
Parking Tax	-\$1,261	-\$1,238	-\$1,412	-\$1,475
Total Revenue	\$3,793	\$3,714	\$4,088	\$4,425
<u>63rd and Ashland</u>				
	Jan-09	Feb-09	Mar-09	Apr-09
Revenue				
Monthly Parking	\$0	\$0	\$0	\$0
Transient Parking	\$5,898	\$4,932	\$4,944	\$4,996
Short Term Parking	\$0	\$0	\$0	\$0
Permit Fees	\$0	\$0	\$0	\$0
Total Gross Revenue	\$5,898	\$4,932	\$4,944	\$4,996
Parking Tax	-\$1,461	-\$1,233	-\$1,236	-\$1,249
Total Revenue	\$4,437	\$3,699	\$3,708	\$3,747
<u>Kimball and Lawrence</u>				
	Jan-09	Feb-09	Mar-09	Apr-09
Revenue				
Monthly Parking	\$0	\$0	\$0	\$0
Transient Parking	\$4,504	\$4,324	\$4,800	\$4,916
Short Term Parking	\$0	\$0	\$0	\$0
Permit Fees	\$0	\$0	\$0	\$0
Total Gross Revenue	\$4,504	\$4,324	\$4,800	\$4,916
Parking Tax	-\$1,125	-\$1,081	-\$1,140	-\$1,229
Total Revenue	\$3,379	\$3,243	\$3,660	\$3,687
<u>Halsted and Archer</u>				
	Jan-09	Feb-09	Mar-09	Apr-09
Revenue				
Monthly Parking	\$0	\$0	\$0	\$0
Transient Parking	\$3,138	\$3,196	\$3,952	\$3,692
Short Term Parking	\$0	\$0	\$0	\$0
Permit Fees	\$0	\$0	\$0	\$0
Total Gross Revenue	\$3,138	\$3,196	\$3,952	\$3,692
Parking Tax	-\$781	-\$799	-\$988	-\$923
Total Revenue	\$2,357	\$2,397	\$2,964	\$2,769
<u>Kedzie and Lawrence</u>				
	Jan-09	Feb-09	Mar-09	Apr-09
Revenue				
Monthly Parking	\$478	\$516	\$516	\$645
Transient Parking	\$614	\$416	\$520	\$496
Short Term Parking	\$0	\$0	\$0	\$0
Permit Fees	-\$36	-\$36	-\$36	-\$45
Total Gross Revenue	\$1,056	\$896	\$1,000	\$1,096
Parking Tax	-\$153	-\$104	-\$130	-\$124
Total Revenue	\$903	\$792	\$870	\$972

<u>48th and Kedzie</u>				
	Jan-09	Feb-09	Mar-09	Apr-09
Revenue				
Monthly Parking	\$0	\$0	\$0	\$0
Transient Parking	\$7,938	\$6,904	\$7,296	\$6,748
Short Term Parking	\$0	\$0	\$0	\$0
Permit Fees	\$0	\$0	\$0	\$0
Total Gross Revenue	\$7,938	\$6,904	\$7,296	\$6,748
Parking Tax	-\$1,979	-\$1,726	-\$1,824	-\$1,687
Total Revenue	\$5,959	\$5,178	\$5,472	\$5,061
<u>55th and Prarie (Garfield)</u>				
	Jan-09	Feb-09	Mar-09	Apr-09
Revenue				
Monthly Parking	\$43	\$43	\$43	\$43
Transient Parking	\$4,049	\$2,906	\$2,801	\$2,809
Short Term Parking	\$0	\$0	\$0	\$0
Permit Fees	-\$3	-\$3	-\$3	-\$3
Total Gross Revenue	\$4,089	\$2,946	\$2,841	\$2,849
Parking Tax	-\$1,000	-\$726	-\$700	-\$702
Total Revenue	\$3,089	\$2,220	\$2,141	\$2,147
<u>Under 'L'</u>				
	Jan-09	Feb-09	Mar-09	Apr-09
Revenue				
Monthly Parking	\$0	\$0	\$0	\$0
Transient Parking	\$0	\$0	\$0	\$0
Short Term Parking	\$12,210	\$13,400	\$13,500	\$13,535
Permit Fees	-\$507	-\$528	-\$531	-\$537
Total Gross Revenue	\$11,703	\$12,872	\$12,969	\$12,998
Parking Tax	-\$4,255	-\$4,501	-\$893	-\$4,369
Total Revenue	\$7,449	\$8,371	\$12,076	\$8,629
<u>Reported Consolidated</u>				
	Jan-09	Feb-09	Mar-09	Apr-09
Revenue				
Monthly Parking	\$7,831	\$7,783	\$7,697	\$7,525
Transient Parking	\$232,066	\$216,685	\$237,077	\$237,235
Short Term Parking	\$12,210	\$13,400	\$13,500	\$13,535
Permit Fees	-\$1,065	-\$1,071	-\$1,068	-\$1,062
Total Gross Revenue	\$251,042	\$236,797	\$257,206	\$257,233
Parking Tax	-\$61,149	-\$58,101	-\$59,227	-\$62,883
Total Revenue	\$189,893	\$178,696	\$197,979	\$194,350

**RFP
PROPOSAL FORMS**

Form A - Financial Proposal

Form B – Company Qualifications and Technical Proposal Requirements

Form C - Special Conditions Disadvantaged Business Enterprises (DBE) Commitment

Form D - Certifications

- Debarment - Primary Participant
- Lower Tier Participant
- Drug free Workplace
- Lobbying
- Disclosure of Ownership

Form E – Non-Disclosure Statement

Form F – Draft Operations Plan and Draft Revenue Maximization Plan

**PROPOSAL FORM A
FINANCIAL PROPOSAL**

The total annual compensation paid to CTA will be the greater of the MGC and the PNR Compensation Figure. The PNR Compensation Figure shall be calculated by adding (1) the product of the Base PNR times Net Revenues up to and including \$2.2 million; plus (2) the product of the Incremental PNR times Net Revenues exceeding \$2.2 million. The PNR will apply to all lots for the every year during the Term.

The undersigned hereby offers to enter into a parking management agreement with the Chicago Transit Authority ("CTA") for the right to manage, operate and maintain public parking facilities as described herein subject to the provisions contained in the "Request for Proposals for An Agreement For The Operation Management and Maintenance of Certain CTA's Public Parking Facilities For A Term Of 5-Years dated June 1, 2009" (the "RFP") in exchange for the following compensation to the CTA:

MINIMUM GUARANTEED COMPENSATION

Lot : # Spaces Available*	MGC
* Excludes car-share spaces	
Cumberland Garage:1633	
54th Cermak: 175	
Ashland/63rd : 235	
Halsted/Archer: 30	
35th/Archer: 67	
48th/Kedzie: 155	
49th/Western: 200	
51st/Pulaski: 390	
Midway: 299	
Kimball/Lawrence: 71	
Kedzie/Lawrence: 54	
Garfield: 117	
Under 'L' Program 320	
TOTAL OFFERED MGC	

TOTAL OFFERED MINIMUM GUARANTEED COMPENSATION

_____ Dollars in words;

\$_____ in numbers

BASE PERCENTAGE NET REVENUE (applied to net revenues at or below \$2.2 million):

_____ Percent in words; _____ % in numbers

**INCREMENTAL PERCENTAGE NET REVENUE
(applied to net revenues above \$2.2 million):**

_____ Percent in words; _____ % in numbers
(Cannot be less than the Base Percentage Net Revenue)

Proposal Form A continued

In submitting this offer for the proposed compensation for the right to operate the CTA Parking Facilities as defined in this RFP and in accordance with the Lease Agreement, the undersigned hereby acknowledges that he/she has received and read a copy of the CTA's "Request for Proposals for An Agreement For The Operation Management and Maintenance of Certain CTA's Public Parking Facilities For A Term Of Five Years dated June 1, 2009" and all amendments thereto, if any, for the services noted above, has acquainted himself/herself with all matters therein referred to, and agrees to all terms and conditions thereof.

The undersigned is ready, willing and able to enter into a contract substantially similar to the Model Agreement in **Appendix A**.

SIGNED AND SEALED:

PRINT PROPOSER NAME

PROPOSER ADDRESS

PROPOSER PRIMARY CONTACT NAME, PHONE, FAX, EMAIL ADDRESS

BY: _____
SIGNATURE (DULY AUTHORIZED) TITLE

DATE: _____

PROPOSER'S AFFIDAVIT
(One Affidavit to be signed for each entity)

The undersigned, being duly sworn, deposes and says that s/he is the:

[SOLE OWNER; PARTNER; PRESIDENT; TREASURER; OR OTHER DULY AUTHORIZED OFFICIAL OF A CORPORATION]

of _____
NAME OF PROPOSER AS APPEARING IN SUBMITTED PROPOSAL

and certifies under penalties of perjury that this Financial Proposal is in all respects bona fide, fair and without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural persons, joint venture, partnership, corporation or other business or legal entity.

SIGNATURE (DULY AUTHORIZED)

PRINT NAME

PRINT TITLE

STATE OF ILLINOIS

State of _____
County of _____,

Subscribed and sworn to before me by the person whose name appears above

this _____ day of _____, 2009,

Notary Public

Print Name: _____

My commission expires: _____

PROPOSAL FORM B**COMPANY QUALIFICATIONS AND TECHNICAL PROPOSAL REQUIREMENTS**

Instructions: Form B contains information for assessing qualifications. Please answer each and every question in your proposal and whenever possible please answer these questions in the order presented in the form. A blank is provided after each item of information required. Please insert the referenced Tab and Page number in your proposal to locate this information. Also please use the question number in your proposal text to assist us in assuring that your submission is complete.

Background and References	Reference Tab	Reference Page
1. Prime Proposer: Name, address, main phone number, fax number, website.		
2. Provide the following information for each subprime participant: Name, address, main phone and number, website URL, legal form of organization, nature of participation, percentage ownership of project by each entity, DBE status.		
3. Contact Person for this RFP: Name, title, address, phone number, fax number, email address		
4. Federal Tax Identification Number		
5. Form of Business: e.g. corporation, partnership, sole proprietorship, etc.		
6. Attach evidence of good standing with the State of Illinois. Firms and principals must not be debarred from public contracting with the federal, state, and/or CTA.		
7. Provide Names and Phone numbers of all business owners and/or officers with titles. Include copies of executed joint venture agreements, if applicable.		
8. Provide a detailed overview of your company including firm history, length of time in business and the length of time in business providing the specific services required in the RFP, size, and organizational structure. Include an organizational chart that includes job descriptions of individual positions.		
9. Has the business ever had a prior contractual relationship with the CTA? Has the company provided goods and/or services to Chicago city government, state, county, and/or Board of Education? Yes or no? If yes, please explain.		
10. Have any of the business owners in this endeavor ever been convicted of felony violations of Federal, state or local laws?		
11. Are there any pending or recent law suits against the business or its owners and/or, have you ever had a contract terminated for cause? If yes, please explain. Disclose any disciplinary action imposed within the last 5 years on your company or any owner by the Illinois Licensing and Regulatory Commission or any other governmental or quasi-governmental entity.		
12. Provide the name, address, account number, contact person and telephone number of your insurance agent.		

<i>Financial Responsibility</i>	<i>Reference Tab</i>	<i>Reference Page</i>
13. Provide the name, address, account number, contact person and telephone number of your primary bank.		
14. Provide the name, address, account number, contact person, and telephone number of at least one (1) reference from a financial institution.		
15. Has this business or any of the business' owners ever filed for bankruptcy?		
16. Provide the last three (3) years audited financial statements of the Proposer and any legal judgments and/or bankruptcies in the past five (5) years. This must be submitted by each joint venture partner.		
17. List and briefly describe all legal actions for the past three (3) years in which your firm (or any team member) has been: (a) a debtor in bankruptcy; (b) a defendant in a lawsuit for deficient performance under a contract; (c) a respondent in an administrative action for deficient performance on a project; (d) a defendant in any criminal action. If a joint venture is submitting a response, this requirement shall apply to each member of the joint venture.		
18. Provide the name, address, contact person, and telephone number and email addresses of three (3) references for suppliers, business associates with knowledge of Proposers work within the last 5 years. By providing this information Proposer agrees that they can be contacted for reference.		
<i>Experience</i>	<i>Reference Tab</i>	<i>Reference Page</i>
19. Describe the overall experience of the Proposer for performing the required services herein, all participants, consultants, subcontractors, and the principals of each. Describe the relationship and responsibilities of the participants and provide evidence of the ability of each participant to carry out said responsibilities.		
20. Demonstrate that the business and/or its principals, operations and management team have at least 5 consecutive years of experience providing the required services herein, operating a parking management business in an urban setting with commensurate size, volume and complexity including the use of electronic revenue collection systems. Where new technologies are involved state the length of time and type of experience the Proposer has with the new technologies.		
21. Provide the resumes of the principals and key day-to-day personnel who will be responsible for each aspect of operations. Include resumes of all key day-to-day personnel who will be involved in managing the facility. Replacements for key positions must have equivalent qualifications.		
22. List the particular management and staff personnel who will be working on this account, the location of their office, and a brief description of their experience. Provide the name and resume of the Project Manager who will be the single point of contact with the CTA. Detail the expected percentage of the Project Manager's time that will be devoted to this CTA account. Include a description and explanation of individual positions and responsibilities.		

23. Describe similar projects including participants' role, dates, locations, concept, project details, financial structure, and project outcomes.		
25. Provide the name, address, contact person, telephone number and email addresses of all customers where you have now or in the past had a Parking Operations Program. Indicate whether these are past or present customers. Provide written references in English from foreign customers if appropriate. Provide references from clients for which you are currently providing services including contact person, phone number and appropriate contact information for CTA contact.		

Proposal Form B**Authorization for Release of Information and Certification**

I, the undersigned, hereby authorize release, to the Chicago Transit Authority ("CTA"), Jones, Lang, LaSalle Americas, Inc. ("JLL"), and TRAdvisors, LLC, ("TRA"), any and all credit information concerning the individual(s), business(s) or organization(s) listed above or attached hereto. I authorize the CTA, JLL and TRA to obtain credit and account, and performance information from the Proposer's bank, insurance agency, and customer and credit references. I understand that this information is to be used solely for the purpose of evaluating the Proposer's ability to perform the requirements as detailed in this Request for Proposals.

I CERTIFY THAT THE STATEMENTS MADE ON FORM B ABOVE OR ANY ATTACHMENTS ARE TRUE.

PROPOSER'S NAME: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

Print Name and Title:

Date:

An Authorization or Release of Information and Certification must be provided for each participating entity.

PROPOSAL FORM C

SPECIAL CONDITIONS DISADVANTAGE BUSINESS ENTERPRISE COMMITMENT

FORMS

**SPECIAL CONDITIONS
DISADVANTAGED BUSINESS ENTERPRISE COMMITMENT
REQUEST FOR PROPOSALS AND LETTERS OF
INTEREST AND QUALIFICATIONS**

I. POLICY AND TERMS

A. It is the policy of the Chicago Transit Authority to create a level playing field on which Disadvantaged Business Enterprises (DBE) as defined in United States Department of Transportation (USDOT) Regulation 49 C.F.R. Part 26 can compete fairly for contracts financed in whole or in part with funds provided by the Illinois Department of Transportation (IDOT), Regional Transportation Authority (RTA) and the City of Chicago (City).

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

Disadvantaged Business Enterprise Goal: 30%

C. **The submitted LIQ proposal is to include a written commitment that the proposer will comply with the DBE goal.**

D. The DBE participation goal shall be expressed as a percentage of the total contract price. However, in the event this is a revenue generating contract, the DBE participation goal is based on the proposer's operating expenses and not on the total anticipated revenue to be generated by the contract. The proposer may also meet the goal by showing good faith efforts to meet the goal as described in 49 C.F.R. Part 26 and as set forth in Section V below.

E. The DBE participation goal shall apply to the total dollar value of this contract, inclusive of all amendments, modifications, options and change orders. The proposer agrees to make its best effort to include DBE participation in any contract modification work.

F. The goal may be met, as further explained in Section IV hereof, by proposer's status as a DBE, by a joint venture with one or more DBEs, by subcontracting a portion of the work to one or more DBEs, by the purchase of materials used in the performance of the contract from one or more DBEs or by any combination of the above or through a showing of good faith efforts as defined in Section V hereof.

G. All documentation of good faith efforts by a proposer **must** be included in the envelope or package containing the proposal.

H. The Authority prohibits agreements between a proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other proposers.

II. DEFINITIONS

- A. **“Area of Specialty”** means the description of the DBE’s business, which has been determined by the IL UCP, to be most reflective of the DBE’s claimed specialty or expertise. Credit toward the DBE participation goal for this contract shall be limited to the participation of firms performing within their Area of Specialty. The Authority reserves the right to investigate and determine active DBE participation and applicable DBE credit specifically identified for this contract prior to award.

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

- B. **“Disadvantaged Business Enterprise”** or **“DBE”** means a small business certified by the Illinois 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.
- C. **“Directory”** means the Directory of Certified Disadvantaged Business Enterprises maintained and published by IL UCP and entitled the “IL UCP DBE Directory”. The directory is available at the Authority’s web site.. Proposers are responsible for verifying the current certification status of all proposed DBE’s.
- D. **“Good Faith Efforts”** means efforts to achieve a DBE contract goal as specified in 49 CFR, Part 26 and Section V hereof.
- E. **“IL UCP”** means the Illinois Unified Certification Program.
- F. **“Joint Venture”** means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Proposers may develop joint venture agreements as an instrument to provide participation by DBEs in contract work. A joint venture seeking to be credited for DBE participation may be formed among DBE firms or between a DBE firm and non-DBE firm.

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

- G. **“LIQ”** means a Letter of Interest and Qualifications.

- H. **“Proposal”** includes the following Authority purchasing requests: Request for Proposals (RFP).
- I. **“Proposer”** includes bidders, consultants and contractors as well as proposers. The terms “Proposer,” “Consultant,” “Bidder” and “Contractor” may be used interchangeably in these Special Conditions.
- J. **“Purchasing Agent”** means the Authority employee who holds the position of General Manager, Purchasing, or the successor position.
- K. **“Small Business Concern”** means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto except that a small business concern shall not include any concern or groups of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$19.570 million, or as revised from time to time, over the three (3) previous fiscal years.
- L. **“Socially and Economically Disadvantaged Individuals”** means any individual who is a citizen of the United States (or lawfully admitted permanent residents) and who is in the following groups, the members of which are rebuttably presumed to be socially and economically disadvantaged:
1. **“Black Americans”**, which includes persons having origins in any of the Black racial groups of Africa;
 2. **“Hispanic Americans”**, which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 3. **“Native Americans”**, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 4. **“Asian-Pacific Americans”**, which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Thailand, Malaysia, Indonesia, Vietnam, Laos, Cambodia (Kampuchea), the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific (Republic of Palau), and the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Jauvlu, Nauru, Federated States of Micronesia or Hong Kong; and
 5. **“Subcontinent Asian Americans”**, which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka.
 6. **Women.**

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

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

III. JOINT VENTURES

Contractors may develop joint venture agreements. A joint venture seeking to be credited for DBE participation may be formed among DBE firms or between a DBE firm and a non-DBE firm. The General Manager, DBE Program, will evaluate the joint venture agreement submitted on behalf of the proposed joint venture and all related documents to determine whether the DBE requirements have been satisfied. In addition, the General Manager, DBE Program, will consider the record of the joint venturers as joint venturers on other CTA contracts, if any. The decision of the General Manager, DBE Program, regarding eligibility of the joint venture shall be final.

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

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

NOTE: DBE/non-DBE joint venturers are creditable at any tier. Whenever a joint venture is proposed as the prime contractor, the Authority requires that each joint venturer sign the proposal submitted to the Authority.

IV. COUNTING DBE PARTICIPATION TOWARD THE CONTRACT GOAL

The inclusion of any DBE by the proposer in its proposal documents shall not conclusively establish the proposer's eligibility for full DBE credit for the firm's participation in the contract. The amount of DBE participation credit shall be based upon an analysis by the General Manager, DBE Program, of the specific duties, which will be performed by the DBE.

The proposer may count toward its DBE goal only expenditures to firms which are currently certified with the IL UCP and which perform a

commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a distinct element of the work and carries out its responsibilities by actually performing, managing and supervising the work involved.

To determine whether a firm is performing a commercially useful function, the General Manager, DBE Program, will evaluate the amount of work subcontracted, industry practices and other relevant factors. The General Manager, DBE Program, reserves the right to deny or limit DBE credit to the proposer where any DBE is found to be engaged in substantial pass-through activities with others. DBE participation shall be counted toward the DBE goal in the contract as follows:

- A. Once a DBE is determined to be eligible in accordance with these rules, the total dollar value of the contract awarded to the DBE may be counted toward the DBE goal except as indicated below.
- B. A proposer may count toward its DBE goal that portion of the total dollar value of a contract with an eligible joint venture equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces.
- C. Consistent with normal industry practices, a DBE may enter into subcontracts. If a DBE subcontracts more than thirty percent (30%) or a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function. Evidence may be presented by the proposer involved to rebut this presumption.
- D. When a DBE subcontracts a part of the work under the contract to another firm, the value of the subcontracted work may only be counted towards the DBE goal if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count towards the DBE goal.
- E. The proposer may count one-hundred percent (100%) of its expenditures for materials and supplies required under the contract and which are obtained from a DBE manufacturer towards the DBE goal. The proposer may count sixty percent (60%) of its expenditures for material and supplies under the contract obtained from a DBE regular dealer towards its DBE goal. The terms "manufacturer" and "regular dealer" are defined in 49 C.F.R. Part 26.55(e) (1)(ii) and (2)(ii).
- F. The proposer may count towards its DBE goal expenditures to DBEs which are not manufacturers or regular dealers, such as fees or commissions charged for services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies and transportation charges as set forth in 49 C.F.R. Part 26. However, the General Manager, DBE Program, must determine the fee or charge to be reasonable and not excessive as compared with fees or

charges customarily allowed for similar services.

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

V. GOOD FAITH EFFORTS

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

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

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

- A.** Attendance at a pre-proposal meeting, if any, scheduled by the Authority to inform DBEs of subcontracting opportunities under a given solicitation.
- B.** Advertisement in general circulation media, trade association publications, and minority-focus media for at least twenty (20) days before proposals are due. If 20 days are not available, publication for a shorter reasonable time is acceptable.
- C.** Written notification to capable DBEs that their interest in the contract is solicited.
- D.** Documentation of efforts to negotiate with DBEs for specific sub-contracts including at a minimum:

1. The names, addresses, and telephone numbers of DBEs that were contacted and the date(s) of contact.
 2. A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.
 3. A statement explaining why additional agreements with DBEs were not reached.
- E.** For each DBE the proposer contacted but rejected as unqualified, the reason for the proposer's conclusion.
- F.** Documentation of efforts made to assist the DBEs contacted that needed assistance in obtaining bonding or insurance required by the proposer or the Authority.
- G.** Documentation of efforts to utilize the services of small business organizations, community and contractor groups to locate qualified DBEs.
- H.** Documentation that the proposer has broken out contract work items into economically feasible units in fields where there are available DBE firms to perform the work.
- I.** Evidence that adequate information was provided to interested DBEs about the plans, specifications and requirements of the contract, and that such information was communicated in a timely manner.
- J.** Documentation of any efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
- K.** Documentation of use of DBEs on other contracts with the Authority.

VI. PROCEDURE TO DETERMINE PROPOSAL COMPLIANCE

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

submit such Schedules promptly upon request from the Authority will have their proposals rejected by the Authority.

A. Letters of Certification

1. A copy of each proposed DBE firm's current Letter of Certification or Re-certification from the IL UCP should be submitted with the proposal. **ALL CERTIFICATIONS BY THE IL UCP MUST BE PRE-CERTIFICATIONS.** This means that the DBE's certification must be issued by the IL UCP before the due date for proposals.
2. All Letters of Certification or Re-certification issued by the IL UCP include a statement of the DBE firm's area of specialization (see Section IV. COUNTING DBE PARTICIPATION TOWARD THE CONTRACT GOAL). The DBE firm's scope of work set forth on Schedule C must conform to its stated area of specialization. Where a DBE is proposed to perform work not covered by its area of specialization, the DBE firm must request an expansion of its area of specialization from its certifying agency in writing prior to the time set by the Authority for proposal opening. Further, the DBE's request must be agreed to by the General Manager, DBE Program, and the DBE firm must be certified prior to the **DUE DATE FOR PROPOSALS.**

B. Joint Ventures

1. Where the proposer proposes to include in its proposal a DBE, which is a joint venturer, the proposer must submit a fully executed copy of the joint venture agreement as well as a completed Schedule B with its proposal. The joint venture agreement must show that the DBE firm will be responsible for a clearly defined portion of the work to be performed, and that the DBE firm's capital contribution, control, management, risks and profits are commensurate with its ownership interest.
2. Further, the proposed joint venture agreement shall include specific details related to: 1) contributions of capital and equipment; 2) work items to be performed by the DBE's own forces; 3) work items to be performed under the supervision of the DBE; 4) the DBE management, supervisory and operating personnel to be dedicated to the performance of the project; and 5) the authority of each joint venturer to contractually obligate the joint venture and to expend funds. Failure to submit a copy of the joint venture agreement will cause the firm to be considered by the Authority to be non-responsible.

VII. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

- A.** The proposer shall, within five (5) calendar days of contract award, or prior to any

work being performed by the DBE subcontractor, execute written subcontracts or purchase orders with the DBE subcontractors included in the proposal. In the event the proposer cannot complete the agreement with one or more DBE subcontractors within this five day period, the proposer must provide a written explanation for the delay and an estimated date by which the written agreement will be completed to the General Manager, DBE Program. These written agreements shall be made available to the General Manager, DBE Program, upon request. All contracts between the proposer and its subcontractors must contain a prompt payment clause as required by the Local Government Prompt Payment Act , 50 ILCS 505/9. (See section X.C. hereof.)

- B.** During the term of annual contracts, the proposer shall submit regular "Status Reports of DBE Subcontract Payments" in a form acceptable to the Authority. The frequency with which these reports are to be submitted will be determined by the General Manager, DBE Program, but in no event will reports be required less frequently than quarterly. **In the absence of written notice from the General Manager, DBE Program, the proposer's first "Status Report of DBE Subcontract Payments" will be due ninety (90) days after the date of contract award, with additional reports due quarterly thereafter.**
- C.** In the case of a one-time procurement with either a single or multiple deliveries, a "Status Report of DBE Subcontract Payments," in a form acceptable to the Authority, indicating final DBE payments shall be submitted directly to the General Manager, DBE Program. This status report must be submitted prior to or at the same time as the proposer submits its final invoice to the Authority user department identified in the solicitation. (NOTICE: The original invoices must be submitted directly to the Authority department identified in the contract documents and the Status Report of DBE Subcontract Payments must be submitted directly to the General Manager, DBE Program.) **Failure to follow these directions may delay final payment.**
- D.** The address for the General Manager, DBE Program, is: CTA General Manager, DBE/EEO Programs/Contract Compliance Department, 567 W. Lake Street, P.O.Box 7562, Chicago, IL 60680-7562.

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 proposals but prior to contract award. However, in the event the Purchasing Agent, after consulting with the DBE Department, determines that a critical DBE subcontractor is non-responsible, the Authority may require that proposer replace the non-responsible DBE subcontractor prior to contract award. In that event, proposer must replace the non-responsible DBE subcontractor with a responsible, certified DBE subcontractor or show adequate good faith efforts as set forth Section V hereof,

must submit all information required in subsection C.5 hereof, and must receive the prior written approval of the General Manager, DBE Program for such substitution.

- B.** Further, after entering into each approved DBE subcontract, the Contractor shall neither terminate the subcontract for convenience, nor reduce the scope of the work to be performed by the DBE, nor decrease the price to the DBE, without receiving prior written approval of the General Manager, DBE Program. Such approval is required even if the DBE agrees with the change to the DBE's contract desired by the Contractor.
- C.** It may become necessary, at times, to substitute a new subcontractor in order to complete the contract work. The substitution procedure to be followed is:
1. The Contractor must immediately notify the General Manager, DBE Program, in writing, of the proposed substitution of subcontractor. The Contractor's notification must include the specific reasons it intends to reduce the scope of or terminate a DBE subcontract; adequate documentation to support the Contractor's proposed action; and a proposed substitute firm to complete the DBE's portion of work.
 2. The following is a non-exclusive list of the types of reasons, which justify substitution: the DBE was found not to be able to perform, or not to be able to perform on time; the DBE's work product was not acceptable; the DBE demands an unreasonable escalation of its price.
 3. The following is a non-exclusive list of the types of reasons which do not justify substitution: a replacement firm has been recruited by the Contractor to perform the same work under more advantageous terms; performance issues by the DBE were disputed and every reasonable effort to have the dispute resolved or mediated has not been taken; the DBE has requested a reasonable price escalation which may be justified due to unforeseen circumstances (e.g., a change in scope of DBE's work).
 4. If the subcontractor to be substituted for the DBE is not a DBE, the Contractor must show adequate good faith efforts as set forth in Section V hereof.
 5. The Contractor's request for approval of a substitution must include the name, address, and principal official of the proposed substitute subcontractor and the dollar value and scope of work of the proposed subcontract. If the new subcontractor is a DBE, all DBE affidavits and documents required by **Schedule C** shall be attached.
 6. The Authority will evaluate the submitted documentation and respond within fifteen (15) calendar days to the request for approval of a

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

7. Actual substitution by the Contractor may not be made prior to the Authority's approval. Once notified of the Authority's approval, the substitute subcontract must be executed within five (5) calendar days, and a copy submitted to the General Manager, DBE Program.
- C. 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 failure to use DBEs as stated in the proposal constitutes a material breach of contract. The General Manager, DBE Program, shall have the discretion to recommend to the Authority's Purchasing Agent that the Purchasing Agent apply suitable sanctions to the Contractor if the Contractor is found to be in non-compliance with the DBE requirements. Such sanctions include, but are not limited to, withholding payment to the Contractor until corrective action is taken; suspension and/or termination of the contract, in whole or in part; and debarring or suspending the Contractor from entering into future contracts with the Authority.
- B. The failure by the Contractor to use a DBE subcontractor to the extent the Contractor committed to use said DBE gives the underutilized DBE subcontractor specific contract remedies, including the right to damages, the right to resolve the dispute by binding arbitration before an independent arbitrator and the right to recover its reasonable expenses, including attorneys' fees, if the DBE is the prevailing party, as follows:
 1. Damages. In the event the Contractor has not complied with the contractual DBE percentage and the change to the contractual DBE usage has not been approved by the Authority, an affected DBE may recover from the Contractor damages suffered by said DBE as a result of being underutilized. This provision is intended for the benefit of any DBE affected by underutilization and grants such entity third party beneficiary rights. Any rights conferred by this provision are non-waivable and take precedence over any conflicting provisions in the agreement between the Contractor and the DBE.

2. Arbitration procedures. If requested by the DBE, the DBE shall have the right to initiate binding arbitration of any dispute concerning damages suffered as a result of being underutilized. A DBE desiring to arbitrate must notify the Contractor in writing to initiate the arbitration process. Unless the affected parties agree to a different schedule in writing, within ten (10) days of receipt by the Contractor of the intent to arbitrate from the DBE, the above-described disputes must be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601. All such arbitrations must be initiated by the DBE filing a demand for arbitration with the AAA; must be conducted by the AAA; and must be held in Chicago, Illinois.
 3. Fees. All fees of the arbitrator are the initial responsibility of the DBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorneys’ and arbitrator fees, as damages to a prevailing DBE.
 4. Entry of judgment. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- C. If the Contractor does not pay any subcontractor or material supplier listed on a pay request, or if a subcontractor or material supplier does not pay any lower tier subcontractor or supplier, within the 15 day time limit set forth in the Local Government Prompt Payment Act, 50 ILCS 5055/9 (“Prompt Payment Act”) , the Contractor must pay the subcontractor/material supplier an additional amount for interest at the rate of two percent (2%) per month (or, the amount provided in the Prompt Payment Act, as amended) on the outstanding balance, for each month, prorated per diem for any partial month, that the Contractor fails or refuses to pay the subcontractor/supplier. Provided that, in the event the Contractor receives less than full payment from the Authority and/or the Contractor has rejected the subcontractor/supplier’s work or materials, the Contractor’s obligations to make payment are limited by the provisions of the Prompt Payment Act. All agreements between the Contractor and its subcontractors/supplier and with lower tier subcontractors/suppliers must provide for payment and interest as set forth herein.
- D. The Contractor agrees to include the following assurance in all of its subcontracts: “The Contractor and subcontractor shall comply with the requirements of the Illinois Human Rights Act (775 ILCS 5/1-100, et seq.) and the Illinois Public Works Employment Discrimination Act (775 ILCS 5/10/0.01, et seq) and shall refrain from unlawful discrimination under Illinois law in the performance of this contract. The failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate.”

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

1. Illinois Law. Under Illinois law, it is a Class 2 felony to make certain false representations as to the status of a person or entity in obtaining a governmental contract. In addition, any person convicted of this felony offense must pay to the governmental unit that issued the contract a penalty equal to one and a half times the amount of the contract. 720 ILCS 5/17-29.
2. Federal Law. False, fraudulent, or deceitful statements made in connection with DBE participation in federal Department of Transportation assisted programs could also result in liability under 49 CFR Part 31, Program Fraud and Civil Remedies and possible prosecution under 18 U.S.C. 1001.

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

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

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 www.transitchicago.com and a hard copy is available at the Authority's DBE Program Office, 567 W. Lake Street, 4th floor, Chicago, Illinois 60661-1498.

Technical Assistance Agencies

The following agencies are available to the prospective proposers for assistance.

Asian American Alliance 222 W. Cermak Road, #303 Chicago, IL 60616 Ph: (312) 326-2200 Website: asianamericanalliance.com	Cosmopolitan Chamber of Commerce* 1455 South Michigan Avenue, Ste. #240 Chicago, IL 60604 Ph: (312) 786-0212 E-mail: cchamber@ameritech.net
Black Contractors United (BCU)* 400 W. 76 th St., Suite 200 Chicago, IL 60620 Ph: (773) 483-4000 E-mail: bcunewera@ameritech.net	Federation of Women Contractors* 330 S. Wells, Suite 1110 Chicago, IL 60606 Ph: (312) 360-1122 E-mail: fwcchicago@aol.com
Bond Guarantee Program Surety Bond c/o Carol Harris 500 W. Madison St., Suite 1250 Chicago, IL 60661 Ph: (312) 353-4528 Fax: (312) 353-1160 E-mail: carol.harris@sba.gov	Hispanic-American Construction Industry* (HACIA) 901 W. Jackson Blvd., Suite #205 Chicago, IL 60607 Ph: (312) 666-5910 Website: www.hacia.org
Chicago Minority Business Development 11 S. LaSalle Ste. #850 Chicago, IL 60603 Ph: (312) 263-0105 Fax: (312) 263-0280 Website: cmbdc.org	Latin American Chamber of Commerce of Illinois* 3512 W. Fullerton Chicago, IL 60647 Ph: (773) 252-5211 Website: www.lacc1.com
Chicago Urban League* 1818 S. Paulina Chicago, IL 60653 Ph: (773) 285-5800 Website: cul-chicago.org	Mexican-American Chamber of Commerce 122 S. Michigan Avenue, Suite.#1705 Chicago, IL 60603 Ph: (312) 554 - 0844 Website: maccbusiness.com
Chicagoland Chamber of Commerce & Industry 330 N. Wabash, Suite #2800 Chicago, IL 60611 Ph: (312) 494-6700 Website: chicagolandchamber.org	NAWBO NET 330 S. Wells, Suite 1110 Chicago, IL 60606 Ph: (312) 322-0990 Website: nawbochicago.org

Rainbow/Push Coalition 930 E. 50 th Street Chicago, IL 60615 Website: www.rainbowpush.org	Women's Business Development Center <i>c/o Hedy M. Ratner</i> 8 South Michigan Avenue, Suite #400 Chicago, IL 60603 Ph: (312) 853-3477 Fax: (312) 853-0145 Website: www.wbdc.org
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* Entity has informational material available.

Project Information/DBE Directory of Certified local and Out-of-State Construction and Design DBEs.

Chicago Transit Authority Project Information <i>c/o Marina Popovic</i> Purchasing Department 567 W. Lake Street P.O. Box 7560 Chicago, IL 60680-7560 Ph: (312) 681-2400 Fax: (312) 681-2405 E-mail: mpopovic@transitchicago.com	Chicago Transit Authority DBE Information <i>c/o Pamela Beavers</i> Diversity and Small Business Compliance Programs Dept. 567 W. Lake Street P.O. Box 7562 Chicago, IL 60680-7562 Ph: (312) 681-2600 Fax: (312) 681-2697 E-mail: pbeavers@transitchicago.com
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Schedule B

AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

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

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

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

Phone number of joint venture: _____

II. **Identify each non-DBE venturer(s):**

Name of Firm: _____

Address: _____

Phone: _____

Contact person for matters concerning DBE compliance: _____

III. **Identify each DBE venturer(s):**

Name of Firm: _____

Address: _____

Phone: _____

Contact person for matters concerning DBE compliance: _____

IV. **Describe the role(s) of the DBE venturer(s) in the joint venture:**

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

VI. **Attach a copy of the current IL UCP Letter of Certification for each DBE joint venturer.**

VII. **Ownership of the Joint Venture:**

A. What is the percentage(s) of DBE ownership in the joint venture?

DBE ownership percentage(s): _____

Non-DBE ownership percentage(s): _____

Schedule B
AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

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

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

1. Sharing of profit and loss: _____
2. Capital contributions:
 - (a) Dollar amounts of initial contribution: _____
 - (b) Dollar amounts of anticipated on-going contributions: _____
3. Contributions of equipment (*specify types, quality and quantities of equipment to be provided by each venturer*):

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

5. **Provide copies of all written agreements between venturers concerning this project.**
6. Identify each current Chicago Transit Authority contract and each contract completed during the past two (2) years by either of the joint venture partners participating in this joint venture:

VIII. Control of and Participation in the Joint Venture. Identify by name and firm those individuals who are, or will be, responsible for and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements.):

A. Joint venture check signing:

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

Schedule B
AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

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

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

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

1. Supervision of field operations:

2. Major purchases:

3. Estimating:

4. Engineering:

IX. Financial Controls of Joint Venture:

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

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

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

Schedule B

AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

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

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

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

_____ Name of DBE Partner Firm	_____ Name of Non-DBE Partner Firm
_____ Signature of Affiant	_____ Signature of Affiant
_____ Name and Title of Affiant (Type or Print)	_____ Name and Title of Affiant (Type or Print)
_____ Date	_____ Date

On this _____ day of _____, 20____, the above-signed Officers of _____
(Name of Joint Venture)

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

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

Signature of Notary Public

My Commission Expires: _____

SEAL

LETTER OF INTENT FROM DBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Name of Project/Contract: _____

Job Order No.: _____

[illegible]

Page 6 of 9

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

Sub-Contracting Levels

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

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

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

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

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

The undersigned will enter into a formal written agreement for the above work with you as Prime Contractor, conditioned upon your execution of a contract with the Chicago Transit Authority, and will do so within (5) five calendar days of your receipt of a signed contract from the Chicago Transit Authority.

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

Name/Title (Print)

Date

Phone

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

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

Name/Title (Print)

Date

Phone

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

(Name of DBE company)

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

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

Signature of Notary Public

My Commission Expires: _____

SEAL

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

Job Order No.: _____

County (City) of _____

(Name of Prime Contractor)

[illegible]

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

**Schedule D:
AFFIDAVIT OF PRIME CONTRACTOR**

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

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

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

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

(Name - Please Print or Type)

(Phone)

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

(Name of Prime Contractor – Print or Type)

(Signature)

(Name and Title of Affiant – Print or Type)

(Date)

On this _____ day of _____, 20____, the

(Title of Affiant)

(Name of Company)

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

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

Signature of Notary Public

My Commission Expires: _____

SEAL

PROPOSAL FORM D

CERTIFICATIONS

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

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

its principles:

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

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 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 in 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:
 - (1) Operating a revenue service vehicle, including when not in revenue service;
 - (2) Operating a non-revenue service vehicle, when required to be operated by a holder of a commercial Driver's License;
 - (3) Controlling dispatch or movement of a revenue service vehicle;
 - (4) Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service; or
 - (5) Carrying a firearm for security purposes.
7. 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, 49 CFR 40 or 49 CFR 655, may render the Contractor subject to any or all of the following: suspension of payments, termination of contract for default, suspension or debarment.

(Signature and Title of Authorized Official)

(Date)

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

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

Executed this _____ day of _____, 20_____.

By: _____
(Type or print name of contractor)

(Signature of authorized officer)

(Title of authorized officer)

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 _____, 2002

By _____
(Signature of Notary Public)

(NOTARY'S SEAL)

PROPOSAL FORM E
NON-DISCLOSURE STATEMENT

NON-DISCLOSURE STATEMENT

In connection with the Proposal submitted herewith in response to the Chicago Transit Authority's ("CTA") **Request for Proposals ("RFP") for Operation, Management and Maintenance of Certain CTA Parking Facilities dated June 1st, 2009 (Requisition No. B09OP03768R):**

____ ("Company") acknowledges and agrees that the evaluation process conducted by the CTA on all Proposals submitted is confidential and sensitive. Company further agrees not to take any action(s) that would frustrate the process, provide any unfair advantage to itself, or provide any advantage or disadvantage to any other proposer in connection with the RFP. Therefore, Company states as follows:

1. All substantive details of the Proposal submitted by Company and all materials and information provided, discussed, disclosed or otherwise conveyed, whether in writing or orally, by the CTA or Company or between Company and CTA during demonstrations, presentations, meetings or negotiations in connection with the CTA's evaluation of Company's Proposal, including cost or price information, technical information or any other proposal information or conditions with respect to the possible procurement transaction contemplated by the RFP (the "Transaction"), the identity of the CTA's evaluation committee, the name of the proposers, or any sub-contractor, and the number of proposers are hereby referred to as "Confidential Evaluation Material" for purposes of this Statement. Confidential Evaluation Material shall also include all communications regarding the Transaction with Authorized CTA Personnel, including: (i) requests for additional information, (ii) requests for tours or management meetings, (iii) discussions or questions regarding the Transaction, (iv) the occurrence, existence, or lack thereof, of any such communication, discussion or negotiation, (v) the status of discussions or negotiations and (vi) the fact that any Confidential Evaluation Material has been made available to Company. The term Confidential Evaluation Materials does not include statements informing another of the submission or existence of the Proposal.
2. Company will limit knowledge of and access to the Confidential Evaluation Materials to only those of its principals, directors, officers, employees and representatives, who have a need to know such information (collectively the "Company Parties") and such Confidential Evaluation Materials shall be used solely in connection with negotiations with Authorized CTA Personnel regarding the Transaction. When the Company discloses Confidential Evaluation Material to any of the Company Parties, it shall be the Company's responsibility to ensure that all Company Parties recognize the confidential nature of such information, together with the restrictions on use and disclosure contained herein.
3. Company will not disclose any Confidential Evaluation Material to any employee, officer or Board member of the CTA who is not named as Authorized CTA Personnel. Additionally, Company will not contact any employee, officer or Board member of the CTA other than the Authorized CTA Personnel on any matter involving this Transaction. Authorized CTA Personnel shall mean only the CTA Procurement Administrator for the Transaction, the General Manager – Purchasing, the Vice President – Purchasing and 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: _____

PROPOSAL FORM F

DRAFT OPERATIONS PLAN AND DRAFT REVENUE MAXIMIZATION PLAN

Instructions: Form F contains information for the Draft Operations Plan and Draft Revenue Maximization Plan. Responses should generally conform to the RFP and particularly Appendix A – Model Agreement.

Please answer each and every question in your proposal and whenever possible please answer these questions in the order presented in the form. A blank is provided after each item of information required. Please insert the referenced Tab and Page number in your proposal to locate this information. Also please use the question number in your proposal text to assist us in assuring that your submission is complete.

Draft Operations Plan	Reference Tab	Reference Page
1. Describe the company organization and administrative structure. Also explain the company mission and general operating policies.		
2. Describe the standards for hiring all employees, and detail personnel policies, background checks, and performance standards. These policies will include standards for employee courtesy, appearance, identification, and the giving of information to customers.		
3. Describe the duties of each employee category. Particularly include the duties and functions of the Manager of the Facilities ("the Manager"). This person will be responsible for the sole oversight of all CTA operations. Information such as where this person (or persons, as the case may be) will be located and how he/she will be able to be contacted. This person will be the CTA's primary contact under this contract.		
4. Describe staffing levels and how it will avoid unreasonable delays for patrons. The plan must include method for handling of customer complaints. The CTA will reserve the right to require the contractor to provide additional personnel or to modify its operating procedures if, in the CTA's sole discretion, the contractor's operations create congestion, interfere with traffic circulation, or cause inconvenience for patrons. Include a discussion of your proposed management approach and proposed working relationship with CTA.		
5. Include a budget for personnel, equipment, insurance and other operating costs.		
6. Describe recommended parking enforcement policies and corresponding mechanisms for handling overparked vehicles, the nonpayment of fares and vehicles parked in illegal spaces including towing and/or booting. Please describe the proposed towing/booting policy.		
7. Proposers must describe in detail their suggested routine maintenance for both Park & Ride facilities and Under 'L' Parking facilities. This must include the minimum requirements provided in the Appendix A (including the Scope of Services).		
8. The proposer must provide a Snow Removal Plan including handling of snow and ice removal from the facilities and abutting sidewalks. This plan should outline machinery, personnel and material used under various weather conditions and must meet the minimum requirements provided in Appendix A.		
9. The operating plan must outline the estimated operating expenses to fulfill all the duties outlined in the RFP.		
10. Describe reporting any and all forms that will be delivered to the CTA as part of the contractor's duties and operations including Maintenance Report, Revenue and Occupancy and Customer Service Reports.		

11. Describe how you will allow access to the Premises and otherwise accommodate the share car program and Kiss & Ride facilities.		
12. Describe your plans for security policies and procedures.		
13. Provide the specifications of the New Access and Revenue Control proposed for the garage and surface Park & Ride facilities. Explain how they meet the requirements described in this RFP and Appendix A, including reporting procedures as well as cash control and management. These specifications and procedures must present the integrity of the equipment including how the successful proposer will provide adequate safeguards against employee and third party theft and manipulation of electronic transaction records and otherwise assure accuracy in collection and accounting procedures. The plan should address how to achieve the specifications in Appendix A, Exhibit A, 2.03 F New Access and Revenue Control Equipment – Minimum Capabilities. Proposals should address options for retrofitting the equipment in later years to accommodate payment with a proximity card or contactless smart card that would be part of the CTA's train fare payment system. Include catalogue cuts and equipment specifications as appropriate. Include detail on the expected useful life of the equipment and any manufacturer warranties/guarantees. Include estimated costs of equipment and installation, providing a breakdown of the total cost of the new access and revenue control equipment that details separately the actual equipment cost, various installation costs, shelter cost, and any other major elements so that an apples-to-apples comparison between proposals is possible. The proposal should describe what's included in the installation cost. The CTA has not decided on the placement of the new revenue collection equipment. Since installation costs will differ depending on whether the equipment is placed inside or outside the station, please detail how the installation cost will differ under these two location scenarios. For the outside the station scenario, bidders should describe where outside they are assuming the equipment to be placed. Shelters installed at the Park & Rides should be commercially standard shelters, but durable and built to withstand Chicago weather over at least 10 years.		
14. Describe the specialized information systems that will be provided by the Proposer (at its cost) and used in the management of the CTA's Parking Facilities.		
15. Include a description of the handling of transition/start-up of operations in the first 120 days of the contract that demonstrates minimal disruption to CTA customers and CTA operations.		
<i>Draft Revenue Maximization Plan</i>	<i>Reference Tab</i>	<i>Reference Page</i>
1. Describe approximately how many additional parking stalls (if any) can be created by changing the parking layout at each Parking Facility. (For this proposal, layout diagrams are not required, but provide a brief explanation.)		
2. Describe the additional revenue generating opportunities possible at each of the Parking Facilities. Include both parking and ancillary opportunities (if any).		

APPENDIX A

MODEL MANAGEMENT AGREEMENT

A redline version comparing this management agreement with the one circulated in the previous RFP published January 20, 2009 is available upon request

MANAGEMENT AGREEMENT

This MANAGEMENT AGREEMENT (the "Agreement") is made and entered into as of this _____ day of _____ 2009, by and between the Chicago Transit Authority, hereinafter referred to as ("Owner" or "CTA"), and _____ hereinafter referred to as ("Operator").

WITNESSETH

THAT, WHEREAS, Owner solicited proposals for the management of certain CTA-owned parking facilities in the "Request for Proposals for an Agreement for the Operation, Management and Maintenance of certain CTA Public Parking Facilities" dated June 1, 2009 (the "RFP"); and

WHEREAS, Operator submitted a proposal in response to the RFP ("Operator's Proposal"); and

WHEREAS, Operator is an experienced operator and manager of parking facilities; and

WHEREAS, Owner and Operator desire to enter into an agreement whereby Operator will manage all parking of motor vehicles at the locations identified in Exhibit B upon the terms, covenants and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the parties hereto agree as follows:

1. **PARKING FACILITIES.** Owner hereby grants to Operator and Operator hereby accepts the right and obligation of maintaining, managing, and operating the parking operations with respect to the Parking Facilities set forth in Exhibit B as the Parking Facilities may from time to time be changed pursuant to Section 42 hereof. Each location may hereinafter be referred to as a "Parking Facility" and all locations may hereinafter be referred to as the "Parking Facilities".

2. **TERM.** This Agreement shall be for a term of five (5) years and 14 days commencing at 12:01 a.m. on December 18 2009 (the "Commencement Date") and expiring at midnight on December 31, 2014 ("Term"), unless sooner terminated as herein provided. Each Contract Year shall run from January 1st to December 31st, except that the first Contract Year shall run from December 18, 2009 to December 31, 2010. Each Semi-Annual Period shall be for six months, except that the first Semi-Annual Period shall run from December 18, 2009 to June 30, 2010.

3. **OPERATOR'S OBLIGATIONS AND SERVICES.** Operator shall, at its expense, be responsible for the payment and performance of the services set forth in Exhibit A – Scope of Services, and Exhibit A-1 Parking Enforcement Checks, Revenue Equipment attached

hereto and incorporated herein. In the performance of providing these services, Operator agrees to the following:

a) Operator shall enforce all parking rules and regulations set by Owner or set by Operator and agreed to by Owner including, but not limited to, the writing of parking tickets and the towing or booting of vehicles;

b) Operator shall employ sufficient experienced and qualified personnel to operate said Parking Facilities, who will be courteous to the public and render the services required by this Agreement.

c) Neither Operator, nor its employees or agents shall sell any product, merchandise, or service of any kind at the Parking Facilities or install, maintain, operate, or permit the installation, maintenance, or operation, on the Parking Facilities, or any portion thereof, of any vending machine or device designed to dispense or sell any product, merchandise or service without the prior written consent of the Owner. Neither Operator nor its employees or agents, shall sell any services such as, but not limited to, washing or repairing of motor vehicles at the Parking Facilities without the prior written consent of Owner.

d) Operator agrees at all times during the Term of this Agreement to diligently perform the services required to be performed by this Agreement in accordance with generally accepted industry standards and the standards contained in the Operations Plan described in Section 12 hereof and to operate, manage and maintain the Parking Facilities as first class parking facilities comparable to other similar parking facilities located in the Chicago metropolitan area.

e) The Operator shall manage, operate, and maintain the Parking Facilities as paid parking for regular vehicles, defined as any vehicle that will fit in a standard 9foot by 16 foot or 9 foot by 17 foot parking space. Parking of other vehicles will require CTA permission. The Operator shall not be permitted any use of the Parking Facilities other than the services required under this Agreement. However, the CTA reserves the right to itself and others for other ancillary and complimentary uses, including other revenue generating activities, in its sole discretion so long, as it does not unreasonably interfere with the parking operation, except as otherwise stated herein.

4. **DEFINITIONS.**

Base Percentage of Net Revenues (or Base PNR) shall be the percentage bid in Proposal Form A and applied to the first Two Million Two Hundred Thousand dollars (\$2,200,000) of Net Revenue.

Capital Improvements shall mean any installation, construction, reconstruction, replacement, remodeling, redesign or reconfiguration of the Parking Facilities or any portion thereof or of the building systems, such as heating, air conditioning, or ventilation, water, sewer, or plumbing systems, electrical and lighting systems or permanently installed fixtures such as attendant booths, revenue control equipment, locker facilities or computer systems. Capital Improvements

do not include General Maintenance, as defined in this Section 4 of this Agreement. Capital Improvements do not include any improvements required to be made by Operator under this Agreement, including, but not limited to, the fully automated access and revenue control equipment as set forth in Section 2.03 of Exhibit A.

Capital Plan shall mean the plan for recommended Capital Improvements and Equipment to be constructed or installed at the Parking Facilities as submitted by the Operator and approved by the Owner pursuant to Section 10 hereof.

Car-Share Spaces shall mean those parking spaces reserved for car sharing services by companies under a contract with Owner. Currently, I-Go and Zipcar operate or have contracted for thirty-six (36) Car-Share Spaces in fifteen different Parking Facilities as indicated in Exhibit B-1. Car-Share Spaces shall not be counted when calculating the number of parking spaces in a Facility. Operator shall not permit parking in Car-Share Spaces nor collect any revenues for Car-Share Spaces. Car-Share Spaces shall be maintained by the companies operating such car sharing services under contract with the CTA.

Compensation shall mean the payment by Operator to owner of a (a) Minimum Guaranteed Compensation, or, if greater, the PNR Compensation Figure for each Contract Year as set forth in Section 5, whichever is greater; and (b) any other sums due from Operator to Owner hereunder.

Contract Year shall mean the year beginning upon contract execution and continuing for 365 consecutive days (366 days in any Leap Year), except that the first Contract Year shall run from December 18, 2009 to December 31, 2010. After the first Contract Year, each Contract Year shall be 365 consecutive days (366 days in any Leap Year) beginning immediately upon the end of the previous Contract Year.

Disadvantaged Business Enterprise means a small business concern awarded certification by the Owner as a business owned and controlled by socially and economically disadvantaged individuals in accordance with United States Department of Transportation Regulation 49 CFR, Part 26.

Equipment shall mean all machinery, structures and Signature Signage used in the maintenance and operation of the Parking Facilities, including but not limited to, attendant booths, parking ticket dispensers, revenue and access control equipment, trailers and computer systems.

General Maintenance shall mean the regular repair of Parking Facilities so as to keep them in operable condition, such as, but not limited to: the prompt cleanup of spills; trash removal; removal of graffiti; power sweeping; power washing; removal of dust and dirt from walls, columns, ceilings, railings, floors stain, doors, booths, equipment, windows and other areas; clearing of ice and snow from the Park and Ride Parking Facilities; maintenance of signs; necessary non-structural repairs, renewals and replacements (including but not limited to repairs to parking control gates, fences, payment boxes, numbering, striping, car stops, etc.); minor repairs to office trailers and parking booths; painting of curbs and graffiti; and replacement of

light bulbs and ballasts, all as is further set forth in Exhibit A. General Maintenance does not include Capital Improvements as defined in Section 4 of this Agreement. Operator shall also be responsible for repairing routine potholes and other imperfections to surface parking areas. The cost of General Maintenance shall be the sole responsibility of the Operator.

Gross Revenues shall mean the following: (1) all sums collected by Operator on a cash or equivalent basis for the parking and storage of motor vehicles at the Parking Facilities, whether on an hourly, daily, weekly, or monthly basis, (2) all refunds, discounts and allowances made by Operator to customers, (3) any sales, use, excise, occupancy, parking tax, or any other tax or charge collected by Operator on behalf of and payable to a governmental unit or authority, (4) fees collected due to payment of parking violation tickets, and (5) fees to have so-called 'boots' removed from cars. Operator shall obtain written approval from Owner prior to issuing or offering any refunds, discounts or allowances. Gross Revenues shall also include the value of all free or discounted parking privileges granted by Operator to its employees, agents, representatives, and invitees which value shall be calculated at the posted parking rates ("Discounted Funds").

Incremental Percentage of Net Revenues shall be the percentage bid in Proposal Form A and applied to Net Revenues in excess of Two Million Two Hundred Thousand dollars (\$2,200,000).

Insurance shall mean the insurance coverages to be maintained by Operator as described in Section 7 hereof and Appendix A, Exhibit D.

Net Revenues shall mean Gross Revenues less the following: (1) the payment by Operator to the appropriate governmental authority of any sales, use, excise, occupancy, parking tax, or any other tax or charge collected by Operator on behalf of a governmental unit or authority; (2) Discounted Funds which discounts were approved in writing by Owner; (3) the payment of city/state permit or license fees to the city/state permitting or licensing authority paid by Operator in connection with the operation of the Parking Facilities; and (4) the payment by Operator to a city/state entity of fees collected for parking ticket and so-called 'booting' of automobiles. These deductions from Gross Revenues shall only apply to sums collected and sums directly in conjunction with operation of the Parking Facilities. By way of clarification, deduction number (1) above does not include any income taxes due by Operator, whether local, state or federal income taxes. By way of clarification, deduction number (3) above does not include the cost of any permit, license or authorization required by virtue of the mere nature or fact of Operator's business (e.g., flat license fees to operate as a parking manager in the City of Chicago, corporate filing fees, etc.).

Minimum Guaranteed Compensation shall mean the dollar amount the Operator agrees to pay the Owner in each Contract Year as set forth in Section 5. Operator shall deposit one twelfth (1/12) of this amount each month in advance and without demand on or before the first of each month by electronic wire transfer, unless the Owner designates otherwise. Therefore, the first monthly payment is due not later than the first day of this Agreement.

Notice to Proceed shall mean the written notification of the Owner to the Operator directing the Operator to take possession of and operate the Parking Facilities or any part thereof in accordance with the terms of this Agreement.

Operations Plan shall have the meaning ascribed to such term in Section 12.

Park and Ride Parking Facilities are facilities created by a municipal corporation or units of government for the primary purpose of providing temporary parking for motorists who use mass transit for some portion of their trips. See Exhibit B hereto for designated Park and Ride Parking Facilities included in the Parking Facilities.

Percentage of Net Revenues (“PNR”) shall mean, collectively, the Base Percentage of Net Revenues and the Incremental Percentage of Net Revenues as specified in Section 5. The Base Percentage of Net Revenues (sometimes referred to as “Base PNR”) is the percentage applied to the first Two Million Two Hundred Thousand dollars (\$2,200,000) of Net Revenue. The Incremental Percentage of Net Revenues (sometimes referred to as “Incremental PNR”) is the percentage applied to Net Revenues in excess of Two Million Two Hundred Thousand dollars (\$2,200,000).

PNR Compensation Figure shall be calculated by adding together 1) the product of the Base PNR times the first \$2.2 million of Net Revenues; and 2) the product of the Incremental PNR times the Net Revenues in excess of \$2.2 million..

PNR Reconciliation Payment shall mean the amount, if any, during any semi-annual period of a Contract Year, by which the PNR Compensation Figure exceeds the Minimum Guaranteed Payment for the same six-month period.

Pro Rata shall be the method used to calculate the amount of a reduction in Operator's Minimum Guaranteed Payment to Owner as a result of the occurrence of any event described in Sections 10(f), 24 or 26 of this Agreement (a “Reduction of Spaces Event”). The amount of a daily Pro Rata reduction in Operator's Minimum Guaranteed Payment to Owner shall be calculated by multiplying the average daily revenue per parking space at the Parking Facilities by the number of spaces unusable for parking as a result of the occurrence of any events described in Sections 10(f), 24 or 26. The average daily revenue per parking space at the Parking Facilities shall be calculated by dividing the daily Gross Revenues for the same day of the week as the occurrence of the event over the two months preceding the occurrence of an event described in Sections 10(f), 24 or 26 by the daily number of parking spaces at the Parking Facilities each day during those months. Car-Share Spaces shall not be included in calculating the number of parking spaces at the Parking Facilities or at any Parking Facility. Operator's Minimum Guaranteed Payment to Owner paid immediately after the end of the month in which an event described in Sections 10(f), 24 or 26 occurs shall be reduced by the average daily revenue per parking space at the Parking Facilities multiplied by the number of spaces unusable for parking for each day that parking spaces are unusable for parking as a result of the occurrence of an event described in Sections 10(f), 24 or 26. The foregoing to the contrary notwithstanding, in the event Owner can demonstrate that the average daily revenues from the Facility suffering a loss of available spaces was not in fact reduced during a Reduction of Spaces Event, then no reduction

in the Minimum Guaranteed Payment to Owner shall be made, and any amount so deducted shall be reimbursed by Operator to Owner.

If an event described in either Sections 10(f), 24 or 26 occurs during the first month of the Term, the calculation of the amount of reduction in Operator's Minimum Guaranteed Payment to described above shall be used, except that the average daily revenue per parking space at the Parking Facilities shall be calculated by dividing the daily Gross Revenue for the first month of the Term by the number of parking spaces for parking each day during the first month. Any Pro Rata reduction allowed under this Agreement due to the occurrence of an event described in Sections 10(f), 24 or 26 during the first month of the Term shall be applicable to Operator's Minimum Guaranteed Payment to Owner immediately after the end of the second full month of the Term.

Request for Proposals shall mean Owner's Request for Proposals No. B09OP03768R.

Response Documents shall mean (a) Operators statement of qualifications dated _____, (b) Operator's Technical Proposal dated _____, (c) Operator's Price Proposal dated _____, 2009, (d) Operator's DBE Proposal dated _____ and, if applicable (e) Operator's Best and Final Offer dated _____, all which are attached hereto as Exhibit C and incorporated herein. The RFP is also incorporated herein.

Signature Signage shall mean large CTA-branded signs that announce the entrance to a Park and Ride Parking Facility (for example, a large sign stating "Welcome to the CTA's 49th and Western Park & Ride"). Capital repairs to and replacement of Signature Signs shall be the responsibility of the Owner while routine maintenance of Signature Signs shall be the responsibility of the Operator.

Under 'L' Parking Facilities are facilities created by the CTA with agreement from the City of Chicago for the primary purpose of providing monthly permit parking underneath the elevated right-of-way to neighboring residents and businesses. See Exhibit B hereto for designated Under 'L' Parking Facilities included in the Parking Facilities.

5. **COMPENSATION.** Operator shall pay Owner the greater of (a) the Minimum Guaranteed Compensation and (b) the PNR Compensation Figure for each Contract Year, as follows (also see Section 42 herein):

Contract Year	Minimum Guaranteed Compensation	Base Percentage of Net Revenues	Incremental Percentage of Net Revenues
Year 1	\$000,000.00	00.00%	00.00%
Year 2	\$000,000.00	00.00%	00.00%
Year 3	\$000,000.00	00.00%	00.00%
Year 4	\$000,000.00	00.00%	00.00%
Year 5	\$000,000.00	00.00%	00.00%

The Minimum Guaranteed Compensation ("MGC"), Base PNR and Incremental PNR listed in this Section 5 is from Operator's Proposal. The PNR Compensation Figure shall be calculated

by adding together 1) the product of the Base PNR times the first \$2.2 million of Net Revenues; and 2) the product of the Incremental PNR times the Net Revenues in excess of \$2.2 million. [By way of example, if Operator's Proposal offered a Base PNR of 43%, Incremental PNR of 90% and Net Revenues from the Parking Facilities were \$2,700,000, then the PNR Compensation Figure would be \$1,396,000 which was calculated as the sum of: 1) 43% times \$2,200,000 which equals \$946,000; and 2) \$500,000 times 90% which equals \$450,000. If the Operator's Proposal offered a MGC of \$1,200,000, then the CTA's Compensation would be \$1,396,000 since this PNR Compensation Figure is greater than the Operator's proposed MGC.] A reconciliation of the MGC and the PNR Compensation Figure shall be performed semi-annually. The MGC shall be paid in 12 equal monthly installments in advance. Each semi-annual reconciliation report shall be delivered to the CTA together with any PNR Reconciliation Payment due within thirty (30) days after the close of business of for each 6 month period. In the event any overpayment to the CTA by the Operator is determined to have been made after any contract year, then the Operator shall credit any overpayment against the next due payments of MGC. Upon expiration of the Agreement, any overpayment shall be returned by CTA within 30 days of receipt of the annual reconciliation report.

6. **CONDITION AND USE OF THE PARKING FACILITIES.** Operator acknowledges that it has fully and completely inspected the Parking Facilities prior to the execution of this Agreement. Operator further agrees that the commencement of operation of any portion of the Parking Facilities shall constitute the Operator's acknowledgement that such part of the Parking Facilities is in such physical condition as is adequate for operation as a vehicular parking facility. Operator further acknowledges and agrees that neither Owner, nor any employee, agent or officer of Owner, has made any representation or warranty as to the condition of the Parking Facilities or any part thereof. The cost of structural repairs and replacements to the Parking Facilities, including but not limited to a roof, structural portions, and interior and exterior of any building that is part of the Parking Facilities, costs of any major repaving or major repairs to the surface parking area of each facility shall be the responsibility of the Owner, at Owner's expense. Notwithstanding the foregoing, Owner may or may not elect to initiate such Capital Improvements. In the event Owner elects not to repair the portion of the Parking Facilities, where repairs are necessary to correct an unsafe condition, then Operator shall have the option to terminate this Agreement pursuant to Section 17 with respect to any Parking Facility or Facilities.

7. **OPERATOR'S INSURANCE COVERAGE AND FIDELITY BOND.** Operator agrees to provide and maintain in full force and effect during the Term of this Agreement the insurance coverage enumerated in Exhibit D attached hereto and incorporated herein. Operator shall furnish Owner with certificates, endorsements, insurance binders and policies evidencing coverage as required hereunder, together with evidence of payment therefore. Such insurance policies shall contain a provision that thirty days (30) advance written notice shall be given to Owner in the event of any material change in, cancellation of, or expiration of coverage. Operator further agrees to name Owner as additional insured on any and all insurance policies furnished by Operator to Owner pursuant to this Section 7 and/or used by Operator to provide insurance coverage as enumerated in Exhibit D attached hereto. In addition, Operator shall provide a Fidelity Bond as set forth in Exhibit D. Operator shall maintain at all times general commercial and casualty insurance insuring against loss and damage to all

equipment used by Operator in carrying out this agreement, including, but not limited to, revenue and access control equipment operator shall provide an additional copy of all required insurance certificates to the City of Chicago's Department of Revenue at the address below (or such other address as the Owner may designate in writing) and shall provide the CTA's Real Estate and Asset Management Department with evidence of the City of Chicago's receipt of same. Certificates should be sent to:

Contracts Coordinator
City of Chicago
Department of Revenue
333 South State Street - Room 530
Chicago, Illinois 60604-3989

8. **RECORDS/ACCOUNTING.** Operator shall mail to Owner and any designated representative separate monthly statements (each, a "Monthly Statement") with respect to the Parking Facilities showing all information as set forth in this Section 8 and in Section 2.09 of Exhibit A, which shall include calculations of all Gross Revenues and a calculation of Net Revenues, all discounts allowed, any permit or license fees paid and all Parking Taxes paid. A Monthly Statement shall be delivered to the Owner within fifteen (15) days of the end of each month. Within thirty (30) days after the end of each semi-annual period (each August 1st and February 1st), the Operator shall mail to the Owner a statement showing the Gross Revenues and a calculation of Net Revenues of the last semi-annual period and the settlement check representing any additional compensation for said period. Within thirty (30) days after the end of each Contract Year, Operator shall mail to Owner annual statements (each an "Annual Statement") with respect to the Parking Facilities showing all Gross Revenues and a calculation of Net Revenues, all discounts allowed, all permit and license fees paid and all Parking Taxes paid for such Contract Year. Within thirty (30) days following the last month of the term of this Agreement, Operator shall mail a like final statement to Owner.

Operator shall keep complete and accurate accounting reports, books, contracts, invoices, solicitations, records, data and information (the "Records") relating to the operation of the Parking Facilities, including, without limitation, of Gross Revenues, and all deductions from Gross Revenues permitted under the definition herein of Net Revenues. The Records shall be kept on an accrual basis in accordance with generally accepted accounting principles (or as otherwise agreed to in writing by Owner). The Operator shall comply with all bookkeeping, accounting and procedural requirements to be prescribed by the Owner and all accounting shall be done on an accrual basis, unless Owner designates otherwise in writing. The Operator's financial and operating activities under the Agreement shall be subject to review and audit by CTA's Office of the Inspector General, or any other office or agent designated by the CTA, at any time during the Term without notice and for a period of one year after the expiration or earlier termination of this Agreement. The Operator shall also provide on an annual basis a Statement on Auditing Standards (SAS) 70 audit report to the Owner. In the event that an audit reveals a discrepancy in favor of the CTA of 5% or more over the period being audited for any Parking Facility, then the cost of the audit for such Parking Facility shall be paid by the Operator. Operator shall also allow Owner and any designated representative to run a view-only

copy of the daily transaction records of all parking control equipment records. Records for each Contract Year, with the exception of parking tickets, shall be retained by the Operator for sixty (60) months. Operator shall notify the Owner prior to destroying or discarding any Records the Operator is no longer required under this Section 8 to maintain and, if within ten (10) days, after the receipt of such notice from the Operator, the Owner so requests, deliver such Records to Owner. Any and all records as described above shall be subject to review and audit by Owner's Office of the Inspector General, or any other office or agent designated by the Owner. Within fifteen (15) days after the end of each calendar month, Operator shall send Owner a report of all Discounted Funds as defined in Section 4 of this Agreement and all Gross Revenues, if any, collected by Operator with respect to the Parking Facilities for the preceding calendar month, and shall include such information in its Monthly Report.

9. **REMITTANCES TO OWNER.** Each remittance to the Owner of one-twelfth (1/12) of the Minimum Guaranteed Compensation for the applicable Contract Year shall be sent in advance of each month as stated in Section 5 and shall be by electronic wire transfer, unless the Owner designates otherwise. If at the end of a Semi-Annual period or a Contract Year the PNR Compensation Figure, as calculated pursuant to Sections 4 and 5, is greater than the Minimum Guaranteed Compensation for that Semi-Annual period or Contract Year, then the amount by which PNR Compensation Figure exceeds the Minimum Guaranteed Compensation (PNR Reconciliation Payment) shall be remitted electronically by wire transfer to the Owner, unless the Owner designates otherwise, within thirty (30) days following the close of each Semi-Annual period and Contract Year. At the end of each Contract Year, there shall be a reconciliation for the entire year, and if the Owner has been overpaid for the first Semi-Annual period of such Contract Year, Operator shall not be entitled to any interest on monies already paid to Owner.

10. **EQUIPMENT AND CAPITAL IMPROVEMENTS.**

(a) All equipment and software required to control and monitor the flow of traffic into and out of Parking Facilities and for the collection of parking revenues shall be purchased, replaced and maintained at Operator's sole cost and expense including, but not limited to purchase and installation of a new fully automated access and revenue control equipment as set forth in Section 2.03 of Exhibit A. Operator accepts the condition of the current equipment at the Parking Facilities in their "as is" condition and agrees to operate and maintain such equipment until replaced with new equipment as required hereunder.

On or before the end of each Calendar Year, Operator shall deliver to Owner a written assessment of the need for undertaking additional Capital Improvements and purchasing additional and replacement Equipment for the Parking Facilities or portions thereof which in the Operator's judgment will enhance the efficiency and the profitability of the Parking Facilities. The Operator's recommendations shall be submitted to the Owner in the form of additional Capital Plans. All Capital Plans shall include an itemized description of any suggested Capital Improvements and Equipment, cost estimates for the construction or installation thereof, and a summary of the benefits to be derived from the construction and installation of the Capital Improvements and Equipment.

(b) Subject to Section 10(c), funding of Capital Improvements and/or Equipment shall, subject to budgeting and availability of funds therefore, be the sole responsibility of Owner and in no event shall such funding be the responsibility of Operator. Owner shall not be obligated to construct or install any Capital Improvements or purchase any Equipment for the Parking Facilities unless funds therefore have been duly appropriated by Owner. Owner will in all cases retain ownership of all such Capital Improvements or Equipment.

(c) Within one hundred and twenty (120) days of the Commencement Date of this Agreement, Operator shall purchase and install new parking revenue collection equipment at the Parking Facilities as set forth in Section 2.03 of Exhibit A. The removal of all current parking revenue collection equipment and the purchase, installation and maintenance of any new automated access and revenue control equipment at the Parking Facilities shall be the sole responsibility of the Operator and shall be done at Operator's sole expense. However, the purchase of said automated access and revenue control equipment must be approved by the Owner in writing within fifteen (15) business days of submission of a purchase order to Owner (provided however that the one hundred and twenty (120) day deadline for completion of installation shall be extended by the number of days beyond fifteen (15) days that it takes for Operator to receive Owner's approval). Operator's submission for approval of recommended automated access and revenue control equipment to Owner shall include a "Price Certification" form in the form provided in Exhibit E. Immediately after removal, Operator shall dispose of old equipment in accordance with the requirements of all laws and at Operator's sole cost and expense (except that the old revenue and access control equipment at the Garfield and 51st/Pulaski Park and Ride Parking Facilities shall be delivered to the CTA to a location to be determined by the CTA, all at the sole cost of Operator). Any electrical costs associated with Operator's purchase, installation and maintenance of new automated access and revenue control equipment at the Parking Facilities shall be paid by Operator. Owner shall be responsible for the cost of electrical infrastructure improvements such that adequate electrical power is available to each Parking Facility for Operator's installation. Operator shall be responsible for the cost and maintenance of any conduit and wire required to bring power to Operator's installation. The Owner is responsible for paying the monthly electrical utility bill for the new revenue and access control equipment. The automated access and revenue control equipment shall become, upon installation, the property of the CTA.

Within 30 days of completion of the installation of the revenue and access control equipment, the Operator shall provide an accounting, certified as true and correct by an officer of the firm, of the cost of equipment, associated software and installation including copies of invoices, subcontracts, receipts, checks for payment, and lien waivers from all subcontractors ("Cost Accounting of Parking Control Systems" or "CAPCS"). The CAPCS shall indicate the costs for each Parking Facility separately. The CTA reserves the right to audit the CAPCS. The cost of all items purchased shall be all inclusive and no additional fees or charges shall be included that are not included in the Price Certification.

If any Parking Facility is removed from the Parking Facilities during the Term, the cost of the Parking Access and Control System ("Parking Control System Cost" or "PCSC") **for that Parking Facility** shall be reimbursed from Owner to Operator as follows: (1) if the Parking Facility is removed during the first year of the Term, 80% of the PCSC for that Parking Facility;

(2) if the Parking Facility is removed during the second year of the Term, 60% of the PCSC for that Parking Facility; (3) if the Parking Facility is removed during the third year of the Term, 40% of the PCSC for that Parking Facility; (4) if the Parking Facility is removed during the fourth year of the Term, 20% of the PCSC for that Parking Facility.

Prior to the installation of any new parking revenue collection equipment at the Parking Facilities by Operator, Operator shall obtain Owner's prior written approval as to the locations and method of installation of any new automated access and parking revenue collection equipment at the Parking Facilities. The equipment must be capable of recording the data necessary to generate the reports required herein. It will be the obligation of the Operator to maintain the equipment throughout the term of this agreement in such a manner that the equipment is capable of producing accurate records and retains all its functions. If for any reason the equipment fails to report accurate records electronically, it is the obligation of the operator to repair the equipment within 48 hours of the time of the occurrence and during that time report daily transaction records to the owners on a manual basis. After forty-eight (48) hours, if the electronic reporting for any Parking Facility fails to generate accurate reports, it shall be an Event of Default (as defined hereinafter) hereunder. Until such time as accurate electronic reports are generated, the daily revenue reported for any day for which accurate electronic records are unavailable (including the first 48 hours) must be equal to or greater than the average of the last five same days of the week (holidays excluded, i.e., the previous five Thursdays, excluding a holiday like Thanksgiving) (the "Daily Average"). In addition, Operator shall pay liquidated damages equal to ten percent (10%) of the Daily Average for any such Parking Facility for the third through seventh days of such failure. If the control equipment is not repaired and reporting properly within seven (7) days from the time of the initial failure then Owner may give notice of an Event of Default and terminate this Agreement. In the event Operator fails to install the approved new revenue control system within one hundred and twenty (120) days of the commencement of this Agreement, Operator shall pay to Owner liquidated damages in the amount of five (5%) percent of the average daily Net Revenues for the previous seven (7) days each day for each facility beyond the one hundred and twenty day installation period until the new system is completely installed and functional.

Operator shall indemnify and hold Owner harmless from any claims arising from any accident, personal injury or damage to property in connection with the purchase, installation, operation and maintenance of any new automated access and revenue control equipment installed by Operator at the Parking Facilities.

(d) Operator shall be responsible for the cost of any non-capital improvements necessary to cause the Parking Facilities to comply with all federal, state, and local laws and regulations, including, but not limited to, ADA signage and painting stripes.

(e) Operator agrees that it will not make or construct any improvements, additions or alterations to the Parking Facilities without the prior written consent of Owner. Subject to Section 10(c), any improvements, additions or alterations made by Operator with Owner's consent shall be and remain the property of Owner, unless otherwise agreed in writing by the parties.

(f) Operator acknowledges that the construction and installation of certain Capital Improvements and Equipment by Owner, its employees, agents or contractors may necessitate the temporary closure of entrance and exit ramps to and from the Parking Facilities and otherwise interfere with the normal operations of the Parking Facilities. Operator hereby waives any and all claims against Owner for loss, or damage due to interference cause by the construction or installation of Capital Improvements or Equipment, except for such reasonable overtime, extra equipment charges and other reasonable out-of-pocket costs and expenses, if any, incurred by Operator due to such interference. The amount of Minimum Guaranteed Compensation due to Owner shall be reduced Pro Rata for any time period when a Parking Facility, in whole or in part, is not operable as a parking facility due to the construction and installation of Capital Improvements and Equipment by Owner at the Parking Facility.

(g) Title to Equipment and Capital Improvements purchased, made, constructed or installed by Operator pursuant to Section 10(c) shall vest in Owner upon installation.

11. **SECURITY.** Operator shall provide reasonable security services at the Parking Facilities for the safety of its employees, cash receipts, revenue and access control equipment and other Equipment at Operator's sole expense. Owner and Operator do not undertake to guarantee the security of any person or vehicle, or to create any third-party beneficiaries under this Agreement.

12. **OPERATIONS PLAN AND MAXIMIZATION PLAN.** Operator shall provide Owner with a comprehensive and detailed Operations Plan and a Revenue Maximization Plan for the Parking Facilities each as is set forth in Exhibit A.

13. **OWNER'S OBLIGATIONS.** Owner shall be responsible for performance of the items listed in Section 6 of Exhibit A. Owner has designated Jones Lang LaSalle Americas, Inc. ("Jones Lang LaSalle") to manage this Agreement on behalf of Owner, and Operator shall coordinate its communications to Owner through Jones Lang LaSalle.

14. **PARKING RATES.** All parking rates and parking rate changes require the prior approval of the Chicago Transit Board. Any rate change without this approval shall constitute an Event of Default as described in Section 18. Operator shall charge parking customers only the rate approved by Owner (the "Parking Rate") for each Parking Facility. Any change in the Parking Rate at any Parking Facility without the prior written permission of the Owner shall constitute an Event of Default hereunder.

15. **PERSONNEL.** Operator shall furnish or cause to be furnished, all personnel necessary to operate the Parking Facilities in an efficient and professional manner. Operator shall submit a complete staffing schedule for the Parking Facilities to Owner within ten (10) days of contract execution. The successful proposer and its subcontractors must comply with CTA security requirements for employees including standard commercial background checks. Operator agrees to remove any employee who, in the reasonable judgment of the CTA, presents a risk to the public safety.

16. **REPRESENTATIONS OF OPERATOR.**

Operator hereby represents to the Owner as follows:

- (a) Operator is a corporation duly organized, validly existing, authorized to do business and in good standing in the State of Illinois.
- (b) The execution and delivery of this Agreement have been duly authorized by all proper actions and proceedings and this Agreement constitutes the legal, valid, and binding obligations of Operator.
- (c) Neither the execution, delivery, nor performance of this Agreement will violate or conflict with any law, rule, regulation, order or judgment of any governmental authority having jurisdiction over Operator, nor with any organizational documents, indenture, instrument, or agreement by which Operator is bound.
- (d) There is no litigation or proceeding pending or, to the best of Operator's knowledge, threatened against or affecting Operator or any circumstance existing which would in any manner materially adversely affect the ability of Operator to perform its obligations under this Agreement.
- (e) No information, certification or report submitted by Operator to the Owner pursuant to this Agreement (including, but not limited to, the Response Documents referenced in Exhibit C) when submitted contained any material misstatement of facts or omitted to state a material fact or any fact necessary to make the information not misleading.
- (f) Operator is not currently debarred from receiving contracts from the Owner, the State of Illinois or the federal government.

17. **CTA ETHICS ORDINANCE.** Operator agrees to comply with the CTA Ethics Ordinance, CTA Ordinance No. 004-76, as amended from time to time, the provisions of which are hereby incorporated into this Agreement. The Operator 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. A copy of this ordinance is available at <http://www.transitchicago.com/assets/1/procurement/or004-99.pdf>

18. **EVENTS OF DEFAULT – TERMINATION.**

- (a) The following shall constitute an event of default by the Operator ("Event of Default"):
 - (i) Operator's vacation, desertion or abandonment of its responsibilities to manage and operate the Parking Facilities for any part thereof or the permitting of the same to be vacated, deserted or abandoned for a period of one (1) day, except where the Operator is prevented from operating the Parking Facilities or any portion thereof by force majeure causes described in Section 26; or

- (ii) Failure to pay any amounts due herein and the failure to cure such failure by Operator for ten (10) days after the delivery of written notice thereof to Operator; or
- (iii) Failure by Operator to maintain any of the Insurance required herein or to pay the premiums therefore when due or failure to maintain in full force and effect the fidelity bond as required by Exhibit D hereof, or
- (iv) The admission by Operator of its inability to pay its debts when and as they become due, or
- (v) The filing by Operator of any petition or proceeding under and applicable state or federal bankruptcy or insolvency law or statute which petition or proceeding is not dismissed within ninety (90) days after the date of filing , or
- (vi) The initiation against Operator by any creditor of an involuntary petition or proceeding under any state or federal bankruptcy insolvency law or statute which petition or proceeding is not dismissed within ninety (90) days after the date of filing, or
- (vii) The violation or breach by Operator of any law, ordinance, statute, rule, order or regulation of the Federal, State or local government (or any and all departments, agencies and bureaus thereof) relating to the operation of the Parking Facilities, which violation or breach is not due exclusively to Owner's failure to authorize or finance the cost of any Capital Improvement or the installation of any Equipment necessary to cure such breach or violation, and the continuation of such breach or violation for a period of thirty (30) days after giving notice thereof to Operator (or immediately if such violation or breach results in the initiation of enforcement proceedings or gives rise to a dangerous or hazardous condition) or
- (viii) The unauthorized transfer or assignment by Operator of its rights and obligations hereunder, or
- (ix) Any misrepresentation by Operator of any material fact, or
- (x) The appointment of a receiver for Operator or for all corporation of the assets of Operator, or
- (xi) A breach of any other covenant, promise, condition or provision of this Agreement and the continuation of such failure for a period of thirty (30) days after the delivery of written notice thereof to the party in breach (provided, however, that if there are two Events of Default which are due to the under-reporting of revenue, OPERATOR shall have no opportunity to cure the second of such Events of Default); or
- (xii) Any change in Parking Rates without the written approval of the governing board of Owner, or

(xiii) If on any location the cash control equipment is not reporting accurate electronic records for a period exceeding seven (7) days (provided, however, that such failure to record shall trigger the reporting and liquidated damage requirements of Section 10(c) herein after 48 hours of such failure); or

(xiv) If Operator fails to install the Parking Access and Revenue Control Equipment required pursuant to Section 10 (c) of this Agreement within one hundred twenty (120) days of the commencement of this Agreement and such failure continues more than thirty (30) days after notice from Owner (provided, however, that such notice shall not be sent by Owner prior to end of any extension of the 120 day period as provided in Section 10(c) herein), or

(xv) If any subcontractor or agent of Operator fails to satisfactorily perform any service required under this Agreement on behalf of Operator or any subcontractor or agent of Operator is debarred from contracting with the Owner, the State of Illinois, or the federal government.

(b) Upon the occurrence of an Event of Default by the Operator, Owner may elect to terminate this Agreement in whole or in part. Notwithstanding the provisions of the United States Bankruptcy Code if Operator should hereafter file for protection under the bankruptcy laws, Operator, as debtor or any successor trustee in bankruptcy, shall have fifteen (15) days to exercise any right granted by the United States Bankruptcy Code to assume or reject this Agreement, such fifteen (15) day period being deemed by the parties hereto to be a reasonable period to exercise such right. If Operator as debtor, or any successor bankruptcy trustee, fails to timely exercise any right under the Bankruptcy Code to assume this Agreement, this Agreement shall be deemed to be rejected by Operator, as debtor, or any such bankruptcy trustee.

(c) Anything to the contrary in paragraph (a) of this Section 18 notwithstanding, it shall be an Event of Default if, three times in any twelve month period, Operator shall be more than ten (10) days late in making payment to Owner of the Minimum Guaranteed Compensation and/or the PNR Reconciliation Payment after notice to Operator as set forth in Section 18(a)(ii) above. Upon the third instance of such late payment in any twelve month period, Owner may terminate this Agreement without providing further opportunity to cure such Event of Default by Operator.

(d) Upon the expiration or termination of this Agreement, Operator shall return the Parking Facilities (including all Capital Improvements and Equipment now existing or hereafter acquired) to Owner in the same condition as received, except for ordinary wear and tear or loss or damage occurring without the negligence of Operator or due to the Owner's failure to perform its obligations under Section 13 hereof. In such event, whether this Agreement shall be terminated in whole or in part by the Owner, the Operator shall return and surrender the Parking Facilities immediately without any notice to quit or demand for possession and the Operator shall, to the fullest extent permitted by law, grant to the Owner free and full license to enter upon the Parking Facilities, or any part thereof, to take possession thereof and remove or expel the Operator, without resort to my court for an order sanctioning such action. It is agreed by the Operator that such entry by the Owner shall not constitute a trespass or forcible entry or detainer,

nor shall it cause a forfeiture of any amounts due from Operator to Owner under this Agreement or a waiver of performance of any covenants, agreements or provisions required to be performed by Operator hereunder. In the event that the Owner elects to terminate this Agreement in whole or in part because of the occurrence of an Event of Default by the Operator, the Operator shall compensate the Owner for any loss in revenue sustained by Owner as the result of such termination. Nothing herein contained shall prohibit the Owner from seeking any other remedy available at law or in equity upon the occurrence of an Event of Default by the Operator hereunder and any such remedy hereunder may be pursued concurrently and cumulatively.

(e) The acceptance by the Owner of any payments or charges or the performance of any obligations of the Operator after the time that such payment or performance is due shall not give rise to a waiver of such payment or performance in the future or of the performance by the Operator of any other obligation under this Agreement.

(f) If the Event of Default is due to the failure of any Parking Facility's cash control equipment not being capable of reporting accurate electronic records, then, in addition to any other remedies available to Owner, Operator shall also pay to Owner the liquidated damages set forth in Section 10(c).

(g) If the Event of Default is due to a failure to pay the Minimum Guaranteed Compensation and/or the PNR Reconciliation Payment more than five (5) business days from after such payment was due, Operator shall pay, in addition to any other monies due hereunder, a late fee equal to one thousand dollars (\$1,000.00)

19. **INDEMNIFICATION.** Operator shall indemnify, defend and hold harmless Owner from any and all claims, liability, damages, costs or expenses, including reasonable attorneys' fees and costs, arising from the negligent or willful acts or omissions of the Operator, its employees, agents and contractors, including but not limited to such acts or omission in connection with the operation of the Parking Facilities or in connection with the installation or construction of any improvements and equipment on any part of the Parking Facilities by Operator, its employees or contractors resulting in any injury or damage to any person or property. Operator further covenants and agrees to require any contractor or agent engaged by Operator to perform any improvements or install any equipment at any part of the Parking Facilities to indemnify and hold harmless the Owner from and against any loss, cost, claim, liability or expense arising out of or in connection with the construction or installation of any such improvements or install any equipment and to provide Owner with such evidence of contractor's liability insurance as is acceptable to Owner. Operator also agrees that any contract between Operator and a contractor for work on behalf of the Owner or Operator at the Parking Facilities shall require the contractor to name Owner and Operator as additional insureds on contractor's policy of insurance and furnish Owner and Operator with a certificate of insurance and endorsements evidencing such coverage. If an action or proceeding is brought against the Owner, its agents or employees by reason of any claim or liability described above, Owner shall advise Operator in writing and Operator agrees to defend such action or proceeding to the extent permitted by law at Operator's sole expense by and through counsel reasonably satisfactory to Owner.

Operator also expressly waives any and all claims for loss, cost or liability that it may now have or hereafter acquire against the Owner due to the physical condition of the Parking Facilities and any improvements located thereon or equipment used in connection therewith.

This Section 19 shall survive the termination of this Agreement with respect to any and all claims, liability, damages, costs or expenses arising in connection with any event occurring prior to such termination.

20. **OBLIGATION TO COMPLY WITH THE AUTHORITY'S INSPECTOR GENERAL ORDINANCE.** The Operator agrees to comply with all of the requirements of Authority Ordinance No. 99-173, as it may be amended from time to time, the provisions of which are incorporated into this Agreement to the same force and effect as if set forth in full herein. As required by Ordinance No. 99-173, as amended, the Operator agrees to cooperate fully and expeditiously with the Authority's Inspector General in all investigations or audits. This obligation applies to all officers, directors, agents, partners, employees, and Subcontractors of the Operator. A copy of this ordinance is available at <http://www.transitchicago.com/assets/1/procurement/orIG99-173.pdf>

21. **RELEASE AND WAIVER OF SUBROGATION.** All such insurance policies shall contain a clause or endorsement providing that the Operator's insurance shall not be prejudiced if the insured (the Operator) has waived its rights of recovery (including subrogation rights) against the Owner.

22. **LICENSES AND PERMITS.** Operator shall obtain and maintain all licenses and permits required by an operator of or for the operation of parking facilities by any governmental body or agency having jurisdiction over Operator's operations at the Parking Facilities and will abide by the terms of such licenses and permits. The payment of license or permit fees shall be the sole responsibility of the Operator.

23. **LAWS AND ORDINANCES.** Operator shall at all times during the Term of this Agreement operate the Parking Facilities in accordance with all applicable laws, ordinances, rules, regulations, and statutes that are now in effect or hereafter adopted. Operator shall not use all or any part of the Parking Facilities for any use or purpose which (a) is forbidden by or in violation of any law of the United States, any state law or any city ordinance, or (b) may be dangerous to life, limb or property. Operator shall inspect the Parking Facilities to determine whether the Parking Facilities are in compliance with any and all building, health or other codes applicable to the Parking Facilities including, but not limited to, the American with Disabilities Act, and advise Owner of any and all code violations discovered on the Parking Facilities. (See also Section 47 hereof.)

Operator shall become and remain informed of all such applicable laws and regulations. Operator shall notify the CTA in writing if Operator is served with notice of a violation of any such law or regulation which relates to its performance under this Agreement, or if any litigation or similar proceeding is commenced against Operator which could lead to revocation of any necessary licenses or otherwise affect the performance of any services required by Operator under this Agreement.

24. **LOSS OR DAMAGE TO PARKING FACILITIES.** In case of any substantial loss of or damage to the Parking Facilities or any part thereof as the result of taking under the power of eminent domain, or by fire, storm or other casualty, Owner may in its sole discretion elect to: (a) repair or restore the Parking Facilities or part thereof at Owner's expense; or (b) terminate this Agreement with respect to the portion of the Parking Facilities so damaged or condemned by giving at least ten (10) days prior written notice to Operator. If Owner chooses to repair or restore the Parking Facilities or part thereof, then Owner's Minimum Guaranteed Compensation shall be reduced Pro Rata for the time period when the Parking Facilities, in whole or in part, is not operable. Owner shall notify Operator within five (5) business days of the occurrence of damage under this section of its intention to repair the Parking Facilities, or to terminate the Agreement.

25. **RELATIONSHIP OF THE PARTIES.** No partnership or joint venture between the parties is created by the Agreement, it being agreed that Operator is an independent contractor.

26. **FORCE MAJEURE.** Neither party shall be in violation of this Agreement for failure to perform any of its obligations by reason of shortages of materials, acts of God, acts of the public enemy, acts of public authority, flood, tornadoes, earthquakes, riots, rebellion, accidents, sabotage or any other circumstances for which it is not responsible and which are not within its control (a "Force Majeure Event"). Owner's Minimum Guaranteed Compensation shall be reduced Pro Rata for any time period when the Parking Facilities, in whole or in part, are not operable due to a Force Majeure Event. Operator's inability to obtain any permit or other governmental approval or to obtain financing, or a strike, work stoppage or other labor unrest shall not constitute a Force Majeure Event for purposes of this Agreement.

27. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws and the constitution of the State of Illinois. The parties agree that the venue of any action commenced in court for the purposes of interpretation, amendment, implementation and enforcement of the terms and conditions of this Agreement shall be in the Circuit Court of Cook County of Illinois.

28. **APPROVALS.** Whenever the approval of either party is required herein, such approval shall not be unreasonably withheld or delayed. Any approval of Owner which is subject to approval of the Owner's Board of Directors shall be within such Board's absolute discretion.

29. **WAIVERS.** No waiver of default by either party of any term, covenant or condition hereof to be performed or observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of the same or any other term, covenant or condition hereof.

30. **SEVERABILITY.** If any provision hereof is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision hereof, provided such

invalidity does not materially prejudice either party in its rights and obligations contained in valid provisions of this Agreement.

31. **NOTICES.** Any notice or communication required to be given to or served upon either party hereto shall be given or served by personal service or by express delivery or by mailing the same, postage prepaid, by United States Postal Service registered or certified mail, return receipt requested, to the following addresses:

TO OWNER:

Chicago Transit Authority
P.O. Box 7560
Chicago. IL 60680-7560
Attention: General Manager, Purchasing

With a copy to:

Chicago Transit Authority
901 W. Division
Chicago, Illinois 60622
Attention: General Manager, Treasury

With a copy to:

Kurt Little, Managing Director
Jones Lang LaSalle Americas, Inc.
200 East Randolph Street
Chicago, Illinois 60601

TO OPERATOR:

Either party may designate a substitute address at any time hereafter by written notice thereof to the other party.

32. **ENTIRE AGREEMENT.** This Agreement, together with all exhibits hereto, constitutes the entire agreement between the parties, and all other representations or statements heretofore made, verbal or written, are merged herein. This Agreement may be amended only by written agreement of the Operator and the Owner.

33. **PARTIES BOUND.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors, executors, administrators, legal representatives and permitted assigns.

34. **NON-DISCRIMINATION.** The Operator, in performing under this Agreement, shall not discriminate against any worker, employee, or applicant or any member of the public, because of race, creed, color, age, sex, ancestry, disability, sexual orientation, or national origin,

or otherwise commit an unfair employment practice. The Operator further agrees to comply fully with all applicable federal and state laws and regulations pertaining to employment discrimination. The Operator further agrees that the provisions of this section will be incorporated by the Operator in all Agreements entered into with suppliers of material service, operators, and subcontractors, and with all labor organizations furnishing skilled, unskilled, and craft union skilled labor, which may perform any such labor or services in connection with the Agreement.

The Operator's attention is called to the provisions of the Illinois Human Rights Act that shall be incorporated by reference. To demonstrate compliance with the provisions of this section, the Operator and its subcontractors will furnish such reports and information as may be requested by the Owner.

35. **DISADVANTAGED BUSINESS ENTERPRISES.** Disadvantaged Business Enterprises will be afforded full opportunity to participate in all contracts and subcontracts entered into by Operator in connection with the performance of its obligations hereunder and will not be discriminated against because of race, creed, color, age, sex, ancestry, disability, sexual orientation, or national origin. The Operator agrees to comply fully with the terms of all agreements of any governmental authority providing funding to the Owner. Accordingly, the Operator agrees to a goal for the participation of Disadvantaged Business Enterprises of at least 30% of the aggregate of all costs incurred in each Contract Year in accordance with the Special Conditions Disadvantaged Business Enterprise Commitment. Operator shall comply with the requirements of Form C of Operator's Proposal, which is attached hereto as a part of Exhibit C.

36. **ASSIGNMENTS AND TRANSFER.** The Operator shall not assign or transfer this Agreement or any of the rights or privileges granted herein, or enter any contract requiring or permitting the performance of any of Operator's obligations hereunder by an independent contractor, or otherwise delegate any of his or her duties hereunder, without prior written approval of the Chicago Transit Board. It is understood and agreed by and between the Owner and the Operator that nothing contained in this Agreement shall be intended or shall be construed as in any way creating or establishing the relationship of partners or joint ventures between the parties thereof,

37. **SUBCONTRACTS.** In all cases in which the Operator is required or permitted to engage a third party ("Subcontractor") to perform services at or provide material to the Parking Facilities or appurtenances thereto, the Operator shall inform the Owner of the identity of the subcontractor and of the services or materials to be supplied and shall provide the Owner with a copy of any written agreement ("Subcontract") to be entered into with such Subcontractor. Operator shall only enter into Subcontracts with companies that are competent and able to provide the services contracted for in a professional manner. Each Subcontract shall require the Subcontractor to maintain accurate records of the services provided under the Subcontract and the costs thereof ("Subcontractor's Records"), and the CTA shall have the right to audit Subcontractor's Records in the same manner as Operator's Records as set forth in Section 8 hereof.

38. **PAYMENT OF TAXES.** Parking taxes, if any, assessed or imposed by the City of Chicago, Town of Cicero, Cook County or any other municipality on Gross Revenues collected by Operator during the term of this Agreement shall be paid by the Operator. To the extent applicable, Owner shall be responsible for payment of any such parking taxes assessed or imposed on parking fees or other cash collected directly by Owner. The Operator shall be solely responsible for and shall pay all license fees and taxes of whatever nature that may be levied upon the Operator's improvements, equipment, fixtures, or personal property located on the Parking Facilities, including any penalty or interest. The Operator shall also be solely responsible for collection and remittance of all taxes and charges imposed by the Owner upon patrons of the Parking Facilities. In addition, the Operator shall also be responsible for the collection and payment of all governmental taxes relating to the Operator's income under this Agreement, such as income taxes, wage taxes, mercantile taxes, and general business taxes. Operator shall provide Owner with proof of licenses and remittance of all parking taxes and license fees.

This Agreement is intended to be a management agreement and not a lease nor any conveyance of an interest in land, for all purposes. There is no rent paid, and exclusive possession for a term of years is not granted to Operator by this Agreement. If, however, it is determined by the applicable governmental authority that this Agreement should be treated as a lease and that leasehold taxes are due, the cost of taxes shall be Operator's responsibility, provided, however, that Owner shall cooperate with Operator, as reasonably requested by Operator, if Operator should elect to challenge such an imposition. In the event such leasehold taxes are assessed, either party may terminate this Agreement upon thirty (30) days notice to the other party.

39. **COST, EXPENSES, AND ATTORNEY'S FEES.** The Operator shall pay and discharge all costs, expenses, and attorneys' fees that shall be incurred and expended by the Owner in enforcing the covenants, promises, and conditions of this Agreement by and through the institution of litigation. To the extent that Owner and Operator are able to resolve any dispute regarding the enforcement of the covenants, promises and conditions of this Agreement without resorting to litigation or are able to resolve such dispute prior to the rendering of a final verdict or ruling by a court of competent jurisdiction, Owner and Operator shall pay their own costs, expenses and attorneys fees in resolving any such dispute and shall not be responsible for the costs, expenses and attorneys fees incurred or expended by the other party.

This Section 39 shall survive the termination of this Agreement with respect to any disputes arising in connection with the enforcement of the covenants, promises and conditions of this Agreement.

40. **INCORPORATION OF REQUEST FOR PROPOSALS AND RESPONSE DOCUMENTS.** The terms set forth in the Request for Proposals and Response Documents relating to the management and operation of the Parking Facilities are expressly incorporated herein. Operator agrees to comply with the terms and conditions set forth in this Agreement. This Agreement pertains only to the Parking Facilities as listed in Exhibit B attached hereto as the same may be modified from time to time pursuant to Section 42 herein.

41. **ORDER OF PRECEDENCE.** In the event of any conflict or inconsistency between the terms set forth in the Agreement, any subsequent written amendments

to the Agreement, the Response Documents, or the Request for Proposals, the governing order of precedence will be as follows:

- I. Any written amendments to this Agreement agreed to by both Owner and Operator after the execution of this Agreement.
- II. This Agreement (Contract No. _____), including exhibits and attachments hereto.
- III. Operator's Operation Plan as approved by Owner.
- IV. Operator's Best and Final Offer (BAFO), dated _____
- V. Owner's Request for Proposal No. _____
- VI. Operator's Technical Proposal, dated _____
- VII. Operator's Revenue Proposal, dated _____
- VIII. Operator's DBE Proposal, dated _____

42. **ADDITIONS TO/DELETIONS FROM THE PARKING FACILITIES.**

The parties agree that periodically during the Term of this Agreement, the Owner **may require** that the Operator assume the management of additional Parking Facilities and/or to equip, operate, and maintain such additional Parking Facilities, if such Parking Facilities are Park and Ride Parking Facilities or Under 'L' Parking Facilities, and the Minimum Guaranteed Payments and Percentage of Net Revenue to be applied to such Parking Facilities shall be as set forth in this Section 42. Once constructed or made available, such additional Parking Facilities may be added to the Parking Facilities pursuant to the terms and conditions herein contained in this Agreement without the requirement of an agreement amendment. The Percentage of Net Revenue to be applied to such new Parking Facility shall be as agreed by the parties. If the parties are unable to agree, the Owner may, at Owner's sole discretion, elect to add the Parking Facility to this Agreement based solely on the Minimum Guaranteed Payment for such Parking Facility.

The parties agree that periodically during the Term of this Agreement, the Owner **may request** that the Operator assume the management of additional parking facilities and/or to equip, operate, and maintain such additional parking facilities (which are neither Park and Ride Parking Facilities nor Under 'L' Parking Facilities). Once constructed or made available, such additional parking facilities may be added to the Parking Facilities pursuant to the terms and conditions herein contained in this Agreement and any other terms mutually agreed to by the parties, provided that if the additional parking facility is not a Park and Ride Parking Facility or an Under 'L' Parking Facility, such parking facility shall not become a Parking Facility hereunder unless and until the parties have agreed as to the Minimum Guaranteed Payments and Percentage of Net Revenue to be applied to that facility.

If, pursuant to either of the first two paragraphs of this Section 42, a Parking Facility is added to this Agreement, the payments due for such new Parking Facility shall be calculated separately and shall not affect the calculation of Minimum Guaranteed Compensation or the PNR Compensation Figure that may be due from the operation of Facilities listed in Exhibit B as of the effective date of this Agreement,

Nothing herein shall be construed to require Owner to maintain any part of the Parking Facilities for use as vehicular parking and the Owner may elect by written notice to Operator to remove any portion of the Parking Facilities from service as a parking facility, either permanently or temporarily, and, upon the date specified by Owner in such election, the part of the Parking Facilities to be removed from use as vehicular parking facilities shall no longer be deemed a part of the Parking Facilities for purposes of the Agreement. Unless a request is made by Owner pursuant to this Section 42, Owner reserves the right to operate, manage, maintain, develop, construct and equip other Park and Ride Parking Facilities not included in the Parking Facilities as listed in Exhibit A or added thereto pursuant to this Section 42 and/or to contract with parties other than Operator to operate, manage, maintain, develop, construct and equip other Park and Ride Parking Facilities not included in the Parking Facilities as listed in Exhibit A or added thereafter pursuant to this Section 42. Owner shall provide Operator with written notice of its intention to add or delete Parking Facilities no less than sixty (60) days prior to taking such action.

In the event the CTA removes an entire Parking Facility from the Parking Facilities, the Minimum Guaranteed Compensation ("MGC") shall be reduced by the amount of MGC set forth in Operators' Proposal for that Parking Facility. In the event CTA removes a portion but not all of a Parking Facility from the Parking Facilities, the MGC shall be reduced based on the per parking space rate for that Parking Facility as set forth in Operator's Proposal. [By way of example, if Operator's Proposal offered \$10,000 for a Parking Facility with 100 parking spaces, each parking space would represent \$100 per year of MGC. In the event Owner removed five spaces from that Parking Facility, the MGC would be reduced by \$500.]

In the event the CTA adds a Parking Facility to the Parking Facilities, the Minimum Guaranteed Compensation and Percentage of Net Revenue for the new Parking Facility shall be determined as follows:

(a) If the new Parking Facility is a Park and Ride Parking Facility, the MGC for such new Facility shall be determined by multiplying (i) the number of parking spaces at the new Facility times (ii) the MGC per parking space of all Park and Ride Parking Facilities then part of the Parking Facilities. [By way of example, if the Operator's Proposal offered \$1,150,000 for the Park and Ride Parking Facilities containing an aggregate of 3,426 parking spaces, each parking space would represent \$336 per year of MGC. In the event, the Owner added a new Park and Ride with 100 spaces, the MGC for the new Facility would be \$33,600.] The Percentage of Net Revenue for such new Parking Facility ("New Facility PNR") shall be determined by mutual agreement between the parties. The New Facility PNR shall be calculated separately and shall not affect the calculation of the PNR Compensation that may be due from the operation of Facilities listed in Exhibit B. The Minimum Guaranteed Compensation for the new Parking Facility shall be paid separately from the MGC for those Parking Facilities listed in Exhibit B

(e.g., the addition of new Parking Facilities shall not affect the MGC comparison to the PNR Compensation Figure for the Parking Facilities listed in Exhibit B on the effective date of this Agreement).

(b) If the new Parking Facility is an Under 'L' Parking Facility, the MGC for such new Facility shall be determined by multiplying (i) the number of parking spaces at the new Facility times (ii) the MGC per parking space of all Under 'L' Parking Facilities that are part of the Parking Facilities prior to such addition. [By way of example, if the Operator's Proposal offered \$32,000 for the Under 'L' Parking Facilities containing an aggregate of 320 parking spaces, each parking space would represent \$100 per year of MGC. In the event, the Owner added 20 spaces to the Under 'L' Parking Facilities, the MGC would be increased by \$2,000.] The Percentage of Net Revenue for such new Parking Facility ("New Facility PNR") shall be determined by mutual agreement between the parties. The New Facility PNR shall be calculated separately and shall not affect the calculation of the PNR Compensation that may be due from the operation of Facilities listed in Exhibit B (e.g., the addition of new Parking Facilities shall not affect the MGC comparison to the PNR Compensation Figure for the Parking Facilities listed in Exhibit B on the effective date of this Agreement).

The same formulas shall be used to increase the MGC in the event Owner adds parking spaces to an existing Parking Facility. In the event a structured parking garage is added to the Parking Facilities, the parties shall agree on an equitable increase in the MGC.

Without limitation of the foregoing, Owner may, during the Term hereof, modify existing Parking Facilities on a temporary or permanent basis as follows:

- a) To provide additional parking spaces;
- b) To add one or more parking facility(ies);
- c) To increase the spaces available for public parking by acquisition or devotion of additional land or redesign, re-striping, renumbering or otherwise;
- d) To decrease the number of parking spaces for any transportation purpose (e.g., to perform structural repairs, etc.);
- e) To convert all or part of a Parking Facility to another use (e.g., use part of the land for other transportation purposes, use of the air rights over a Parking Facility for construction, use of all or a portion of a facility for Transit Oriented Development, etc.); or
- f) To add or delete Car-Share Spaces; or
- g) Upon the sale of a Parking Facility.

Operator agrees to accommodate these changes in its operation of the Parking Facilities. Operator shall also update the Operations Plan (as defined in Exhibit A: Scope of Services) to accommodate these permanent changes within 30 days of notification of the modification by the CTA. The revised Operations Plan will be subject to the approval of the CTA.

43. **OWNER'S PROPERTY.** All improvements and Equipment, now existing or hereafter acquired, and used in connection with the operation of the Parking Facilities shall be and remain the exclusive property of the Owner, subject to Section 10(c) upon the expiration or earlier termination of this Agreement. In addition any software, program, website, technique,

operating manual, data or other information or product developed by Owner or Operator exclusively in connection with the operation of the Parking Facilities or any part thereof shall be deemed to be Owner's proprietary information and shall remain the Owner's property upon the expiration or sooner termination of this Agreement.

44. **CONFIDENTIALITY.** All confidential and proprietary information received by the Operator from any source relating to the Owner, the Parking Facilities or this Agreement the release of which would normally be subject to the filing of a request for disclosure under the Freedom of Information Act shall be maintained in strict confidence and shall not be disclosed to any unrelated third party without the prior written consent of the Owner.

45. **REMEDIES CUMULATIVE.** Upon the occurrence of an Event of Default as described in this Agreement, the Owner shall be entitled to exercise any and all remedies provided herein or otherwise available at law or in equity and each such remedy may be exercised separately or concurrently, at the discretion of the Owner.

46. **EXECUTION IN COUNTERPARTS/FACSIMILE SIGNATURES.** This Agreement may be executed in multiple counterparts and all counterparts shall constitute but one and the same document. The signatures of any party to this Agreement transmitted by facsimile shall be deemed for purposes of this Agreement an original signature with the same binding effect as an original signature.

47. **AMERICANS WITH DISABILITIES ACT.** Operator acknowledges that the Parking Facilities are available to the public for the support of public transportation services. Operator agrees that it shall at all times comply with the requirements of the federal Americans with Disabilities Act and similar state and local laws insuring access to the Parking Facilities by persons with disabilities.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement contract No. _____, in triplicate, as of the date set forth at the beginning, of this Agreement.

OPERATOR

CHICAGO TRANSIT AUTHORITY

By_____.

By_____.

Title_____.

Title_____.

(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.)

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

Approved as to form:

CTA Attorney

NOTARIZATION-REQUIRED

State of_____.

Approved by Ordinance No._____.
of Chicago Transit Board

County of _____

Signed and Sworn to before me on:

Assistant Secretary

By: _____

EXHIBIT A SCOPE OF SERVICES

This Scope of Services is attached as Exhibit A to that certain Management Agreement (the “Agreement”) by and between the Chicago Transit Authority (“CTA”) and _____ (“OPERATOR”) and is incorporated therein. All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

The OPERATOR shall operate and maintain the Parking Facilities, described in this Agreement, and shown on the plans attached as Exhibit F to the Agreement, solely for the purposes incidental to the business of public parking of motor vehicles thereon and as permitted herein. The CTA operates parking facilities up to 24 hours per day, 365 days per year. OPERATOR will provide the necessary personnel, equipment, materials and supplies for the Parking Facilities to meet every term and condition specified in the Agreement and the Exhibits hereto, and will use industry standards and the utmost skill and diligence in the conduct of the business.

1. CONDUCT OF EMPLOYEES AND LABOR ISSUES

1.01 All employees of the OPERATOR will be courteous and helpful to customers. Employees having direct contact with the public will have the ability to verbally communicate clearly and effectively in English. The OPERATOR will control the conduct, demeanor and appearance of its officers, agents, employees, and subcontractors. Such officers, agents, employees, and subcontractors will be trained by the OPERATOR to render a high degree of courteous and efficient service to the public and parking customers, and it will be the responsibility of the OPERATOR to maintain close supervision over such employees to assure the continuation of the highest standard of service. If, in the opinion of CTA, any such officer, agent, employee, or subcontractor of the OPERATOR fails to conform to such standard of service, the OPERATOR will take appropriate steps to remedy the situation. CTA will have the authority to request that such individuals be replaced. In no event shall any of the officers, agents, employees, or subcontractors of the OPERATOR be or be deemed to be employees of the CTA for any purpose or purposes whatsoever.

1.02 OPERATOR’s employees and subcontractors shall be required to work in harmony with the labor force of the CTA and its subcontractors. The OPERATOR shall be responsible for taking all reasonable measures and means, to ensure labor harmony in its operations at the Parking Facilities, all to the end of avoiding and preventing strikes, walkouts, work stoppages, slowdowns, boycotts and other labor trouble and discord.

1.03 The OPERATOR shall immediately give oral notice (to be followed by written notices and reports) to the CTA of any and all impending or existing labor complaints, troubles, disputes or controversies existing or impending at any time at the Parking Facilities involving the OPERATOR or the employees of the OPERATOR and shall regularly report to the CTA the progress of such and the progress of the resolution thereof. The OPERATOR shall use its best efforts to resolve every such complaint, trouble, dispute or controversy.

2. OPERATIONAL REQUIREMENTS

OPERATOR shall operate the Parking Facilities in accordance with the approved Operations Plan and in accordance with the following operational requirements.

2.01 Existing Conditions

- A. The Parking Facilities contain parking equipment and signs that are currently the property of the CTA. The OPERATOR shall be solely responsible for the training of its staff on existing and new equipment. Until such time as the new Revenue and Access Control Equipment, as defined herein, is installed, Operator shall keep in good repair and condition existing revenue and access control equipment.
- B. CTA signs and parking equipment that are installed on the Parking Facilities on the date of this Agreement shall be used by the OPERATOR for operation of the Parking Facilities. At the commencement of Term, OPERATOR shall re-key all appropriate locks on the existing revenue collection equipment, office trailers, and parking booths at each Parking Facility. OPERATOR must get CTA approval before changing any other locks. OPERATOR shall maintain the existing equipment and keep them in good usable condition, including performing preventive maintenance to ensure that the parking equipment maintains its good usable condition, as a minimum. Upon installation of the new Revenue and Access Control Equipment, OPERATOR shall remove and dispose of the old equipment, except that the revenue and access control equipment at the Garfield and 51st/Pulaski Park and Ride Parking Facilities shall be delivered to the CTA to a location to be determined by the CTA, all at the sole cost of Operator.

2.02 Operations Plan and Revenue Maximization Plan.

- A. OPERATOR shall provide CTA with a comprehensive and detailed Operations Plan for the Parking Facilities. A revised Operations Plan shall be delivered to CTA no later than 90 days from contract execution. The Operations Plan must include, at a minimum, the following details of operations at the Parking Facilities:
 - 1. Operator's general operating and management policies;

2. Operator mission statement, goals and objectives;
 3. Employee hiring, training, performance and termination standards;
 4. Staff position descriptions, schedules and duties;
 5. Customer service policies and procedures;
 6. Accident and emergency procedures;
 7. Organizations and administration structure;
 8. Security policies and procedures;
 9. Parking control equipment and parking enforcement;
 10. As needed and preventative maintenance;
 11. Procedures for cash control, processing of receipts, accounting, auditing, and cashier/manager reports, and evidence of third-party audit capabilities;
 12. Snow plowing/de-icing procedures; and
 13. 24-hour emergency contact information (at least two persons at all times).
- B. CTA shall review the Operations Plan and direct any changes so that it reflects the responsibilities and obligations of OPERATOR. At the time the Operations Plan is accepted by the CTA, the provisions of the Operations Plan shall then be considered as obligations and responsibilities of the OPERATOR in addition to the other obligations set forth in this Agreement.
- C. OPERATOR shall, within 60 days of the commencement date of this Agreement, at its sole cost, provide CTA with a written plan with recommendations for improving, where possible, the parking layout of each facility with the goal of maximizing the revenue potential of each location ("Revenue Maximization Plan"). The Revenue Maximization Plan shall demonstrate that any recommended changes to the parking layout meet any local zoning or permitting requirements, or describe any required steps to obtain any such local approvals. In addition, the plan shall include a cost benefit analysis. In addition, the Revenue Maximization Plan shall describe other additional revenue generating opportunities (both parking and ancillary) possible at each of the Parking Facilities. The OPERATOR may commence implementation of the Revenue Maximization Plan upon approval by the CTA at any time during the first year of the Term but not later than 60 days after the commencement Year Two of the Term.

2.03 New Revenue and Access Control Equipment at Park and Ride Parking Facilities.

A. OPERATOR shall provide new fully automated access and revenue control equipment that meets or exceeds the following specifications and capabilities at the Cumberland Garage:

1. Payment for daily parking with a minimum of 8 POS terminals (i.e., five walk-up POS terminals and three exit lane car POS terminals).
 - a. Pay stations that accept cash, credit card, validations and value/smart card.
 - b. Provides change in quarters and dollar coin.
 - c. Provides the customer with an exit verification document.
2. Daily parking and monthly parking access to the facility.
3. Two entry lanes that issue daily parking tickets capable of being read by the POS terminals.
4. Entry lanes must have voice announcements instructing the customer to take their ticket and pay at the pay station before returning to their vehicle.
5. Monthly parking access system.
6. Exit Stations.
 - a. Three exit stations with the following capabilities.
 - i. Accept the payment verification document from the daily customer and allow exit of the facility or determine that the grace period has expired and accept payment by credit card for the balance.
 - ii. Card reader or AVI readers for monthly parking patron exit.
7. PCI compliant
8. Parking control software.
 - a. Capable of electronic tracking of all parking activity to include all daily customer entry and exit of the facility and all payments by time of day and by rate.
 - b. Capable of tracking all monthly parking activity.
 - i. Monthly parking software that allows for tracking of payment activity and automatically deactivating cards of customers who failed to pay by a specified time interval.
 - c. Include an additional four software licenses to allow CTA and designated representatives to remotely monitor via the internet the daily parking payment volume for cash control purposes.
 - d. Software licenses shall be routinely upgraded at the sole cost of the OPERATOR to the most current published version.

- B. OPERATOR shall provide and install new fully automated access and revenue control equipment at the surface lot Park and Ride Parking Facilities:
1. This new equipment must meet or exceed the following specifications and capabilities:
 - a) Receipt based system that provides for payment by parking space;
 - b) Multiple payment options: dollar bills from \$1.00 to \$20.00, credit cards, smart cards;
 - c) Software with Web-based remote management capabilities that includes an additional four software licenses to allow CTA and designated representatives to remotely monitor via the internet the daily parking payment volume for cash control purposes. This software must provide the capability of Owner to monitor the date, time and frequency of parking enforcement checks;
 - d) PCI compliant
 - e) Software licenses shall be routinely upgraded at the sole cost of the OPERATOR to the most current published version;
 - f) Wireless communications builds real time daily reporting of transaction data;
 - g) Capability for the Owner to monitor (via secure web or third-party site) the time and frequency of parking enforcement checks;
 - h) Ability to set multiple rates by time of day or for specific events;
 - i) Pay by cell phone integration;
 - j) Solar power option where necessary;
 - k) Double walled vault system to keep revenues protected from keys that have access for maintenance;
 - l) Variable rate structure; and
 - m) Attack detection.
 2. The OPERATOR shall provide and install a computerized method/system for enforcement of the proper parking fee. The OPERATOR or a designated enforcement agent shall use an enforcement method or system to enter the license plate information for parking customers who have not paid for their parking or who have underpaid (offenders). The system shall retain in its memory the license plate numbers, and other necessary information, about the offenders until payment is received and the information is updated by the OPERATOR. The system shall provide for the entry of payment information, based on the parking violation envelopes received.
 3. This system shall combine all information and shall generate a single "offender list" identifying all current offenders. The offender list shall include the license plate number, the number of non-payments or

underpayments, the total fees owed, the total fees collected, the total penalties, the number of offenses and other information.

4. The system shall incorporate a settable threshold (from 0 to 100 offenses as a minimum) which would indicate when the enforcement system would no longer provide a payment warning to the offenders, but would generate a warning notice to indicate that the offender's vehicle is subject to ticketing, booting, and/or towing at the vehicle owner's expense unless the outstanding payments are remitted within a defined period of time.
- C. OPERATOR shall be responsible for providing the maintenance for the new parking systems.
 - D. Upon installation, ownership of the new revenue and access control systems that have been installed by the OPERATOR shall vest in Owner. Owner hereby grants to Operator the right to operate, use and maintain such equipment to provide the services required under this Agreement. Equipment shall be in good operating condition with software licenses upgraded to most current published version. When the new revenue and access control systems are installed during the Term of this Agreement, OPERATOR shall dispose of the old equipment in accordance with all laws and at OPERATOR's sole expense (except for the equipment currently at the Garfield Parking Facility).
 - E. All replacement equipment shall be installed in accordance with the Americans With Disabilities Act of 1990, as amended, and all applicable Federal, State and Local access requirements (all hereinafter referred to as "ADA") in force at the time of replacement.
 - F. New Access and Revenue Control Equipment - Minimum Capabilities
 1. All access and revenue control equipment installed at any Parking Facility pursuant to this Agreement shall, at a minimum, be capable of the following:
 - a. Operator must provide CTA (or a third-party designated by CTA) with simultaneous back-up of all access and revenue data generated to a remote location at CTA offices (the "Data Back-Up"). Such back-up shall be in electronic form compatible with existing CTA hardware and software or, in the alternative, Operator shall provide such hardware and software to CTA (or such third party) at Operator's sole cost.
 - b. Operator shall demonstrate to CTA's reasonable satisfaction that such Data Back-Up information will be complete and that Operator cannot edit in any manner (e.g., by deletions or additions) the Data Back-Up. Such Data Back-Up shall be posted to a secure third-party site with appropriate computer program "fire-walls".
 - c. Operator shall insure that all access and revenue control equipment contains safeguards against employee or third-party theft of revenues, whether manual or electronic, and contains safeguards against Operator

permitting parking without a fee at any Facility except as may be provided in this Agreement.

2.04 Facilities Monitoring.

- A. OPERATOR shall monitor each area of the Parking Facilities during enforcement checks and other lot visits including each level of all garages. CTA shall have the right to inspect and verify Operator's monitoring operations. Monitoring responsibilities shall include:
 - 1. Identifying suspicious or dangerous persons, actions, situations, or conditions and notifying the local police or fire as appropriate;
 - 2. Document any suspicious incidents and make reports to CTA. When necessary follow post-incident matters to their conclusion, including court appearance, as necessary;
 - 3. Respond to and provide assistance in safety-related situations, demonstrating common sense and good judgment and in compliance with CTA policies and practices;
- B. All monitoring personnel shall:
 - 1. At all times be linked with voice communication devices to a central location which can respond to emergency situations and communicate with local police and fire departments and the CTA;
 - 2. Be in uniform with the name of the OPERATOR and employee displayed clearly;
 - 3. Be able to read and write in English, equivalent to a high school graduate. Verbally communicate in English with clear and definitive articulation to assure confidence, control, and safety, of those involved, particularly in emergency situations;
 - 4. Pass drug testing conducted by the OPERATOR; and
 - 5. Be subject to a standard commercial criminal background check conducted by the OPERATOR.
- C. Monitoring personnel may have personal contact with customers, employees, visitors, and vendors of the CTA and may be deemed by some customers, employees, visitors, and vendors as direct representatives of the CTA. Accordingly, monitoring personnel shall meet high standards of appearance and demeanor, and shall at all times treat customers, employees, visitors, and vendors of the CTA with the utmost courtesy and respect, as is appropriate to the environment and business of the CTA.
- D. OPERATOR shall provide and make available a customer support plan including, but not limited to, a phone number to receive customer-related inquiries, complaints, and feedback.

- E. OPERATOR shall provide all required equipment, uniforms and supplies to fulfill the Parking Facility monitoring responsibilities.

2.05 Parking Facility and System Operation.

- A. The OPERATOR will operate each Parking Facility in the manner it is presently being operated (e.g., honor box, pay and display, pay at entry, pay at exit, etc.) unless an alternate operational methodology has been approved by the CTA for a particular site, in which case OPERATOR will operate such Parking Facility using alternative methodology as approved by the CTA.
- B. OPERATOR shall not knowingly overload any structured Parking Facility.
- C. OPERATOR shall not allow Parking Facilities to be used for storage of any vehicle without prior written approval from the CTA.
- D. OPERATOR shall include a report in the Daily Incident Report on unauthorized or abandoned vehicles parked in the Parking Facilities and remove them in accordance with the approved Operations Plan. The Operator shall report an unauthorized or abandoned vehicle to the police if it raises suspicions that it may have been involved in a crime.
- E. OPERATOR shall not conduct, nor permit any person without a CTA authorized permit to conduct any business on the Parking Facilities other than the parking of motor vehicles.
- F. OPERATOR shall facilitate and maintain a “Kiss & Ride” drop-off policy in Parking Facilities where such Kiss & Ride areas currently exist, whereby taxis and private vehicles may discharge passengers and exit without being charged a fee. OPERATOR acknowledges that some Kiss & Ride and/or Car-Share Space locations may be within an area reserved for paid parking and agrees to facilitate access to such Kiss & Ride and/or Car Share Space areas.

2.06 Signage.

- A. OPERATOR shall replace, maintain and repair all signage located on the Parking Facilities as reasonably required by the CTA;
- B. Except as otherwise provided herein, OPERATOR shall provide signs for replacement at OPERATOR’s sole cost and OPERATOR shall install signs at OPERATOR’s sole cost. Replacement signs shall be of similar size, quality and style of existing signs and shall be subject to CTA’s reasonable approval. OPERATOR shall not be responsible for producing or replacing Signature Signage (e.g., large CTA-branded signs stating “Welcome to the CTA’s 49th and Western Park & Ride).
- C. All replacement signage shall be in accordance with the Americans With Disabilities Act of 1990, as amended, and all applicable Federal, State and Local

access requirements (all hereinafter referred to as “ADA”) in force at the time of replacement.

2.07 Park and Ride Parking Facility Restriping and Renumbering.

- A. OPERATOR shall ensure that all striping and numbering is maintained so as to be clearly visible at all times.
- B. At least once a year, prior to May 15 of each calendar year, OPERATOR shall inspect the Park and Ride Parking Facilities and determine if restriping and/or renumbering of any spaces at each Park and Ride Parking Facility is necessary. Within 30 days of inspection, OPERATOR shall submit to the CTA its Park and Ride Parking Facility Restriping and Renumbering Plan for that year which shall meet the following requirements:
 - 1. List which facilities will require restriping and renumbering;
 - 2. At a minimum all surface lots and exposed areas of structured parking must be restriped at least once every four years;
 - 3. All parking spaces shall be outlined in yellow paint;
 - 4. Access zones shall be outlined in yellow paint and cross-hatched (or as otherwise designated by Owner);
 - 5. Fire lanes and traffic arrows shall be marked in yellow paint;
 - 6. Fire lanes and no-parking zones shall be thus labeled on pavement and with one posted metal sign per area warning of towing and fines;
 - 7. Snow removal zones may be designated as parking whenever there is no forecast for snow at the OPERATOR's discretion;
 - 8. All striping plans shall be in accordance with the Americans With Disabilities Act of 1990, as amended, and all applicable Federal, State and Local access requirements (all hereinafter referred to as “ADA”) and local building codes in force at the time of the restriping program.
 - 9. Every space shall be consecutively numbered whenever the Parking Facility design requires the same (i.e., those with pay by space parking equipment in a manner such that space numbers are visible throughout the year;
 - 10. The size of parking stalls in restriped lots shall be brought up to current local codes;
 - 11. Restriping and numbering will be performed on weekends only and shall not impede normal parking operations;
 - 12. The OPERATOR shall complete the restriping and numbering within sixty (60) days after the commencement of the work;
 - 13. OPERATOR shall be required to number parking stalls with posted numbers or other methods as presently used at each Park and Ride Parking Facility, unless a different plan recommended by OPERATOR is approved by CTA.

2.08 Enforcement Operations.

- A. OPERATOR personnel shall monitor and perform parking enforcement checks on all of the Parking Facilities in accordance with the schedule attached as Exhibit A-1, at a minimum. The OPERATOR shall ticket, tow, and/or boot unauthorized cars parked in the Under 'L' Parking Facilities in order to assure paying customers their ability to park. OPERATOR is obligated to operate in a manner that ensures maximum daily revenue collection at all Parking Facilities.
- B. OPERATOR shall provide all staff, equipment and supplies in order to ensure the proper parking fee collection.
- C. As a minimum, for each Parking Facility, enforcement personnel shall:
 - 1. For pay by space locations, verify the payments at the honor boxes or the new access and revenue control equipment, when installed;
 - 2. Identify those vehicles for which proper payment for parking has not been provided and enter the license plates into the enforcement system.
 - 3. The parking violation envelopes must include OPERATOR's name, mailing address and local telephone number. The form of parking violation envelope shall be subject to CTA prior approval as part of the Operations Plan.
 - 4. If the license plate is not in the enforcement system (indicating a first time offender), a receipt shall be printed by the hand held entry device, inserted into a violation payment envelope and the envelope placed on the vehicle windshield for later payment by the parking customer. This receipt shall indicate the amount to be paid, including the parking penalty fee. The fine for non-payment will be determined by the CTA. This same procedure shall be followed for a second violation.
 - 5. If the license plate is found in the enforcement system and this action has occurred two (2) prior times, indicating a habitual offender, either the towing company will be contacted and the vehicle towed, or the OPERATOR shall place a boot on the vehicle in accordance with CTA's directions pursuant to Section 3.
 - 6. When the revenues are collected by the OPERATOR, violation payment envelopes shall also be collected. Payments from offenders shall be identified and the pertinent data entered into the enforcement system to identify that the proper payment was made.
 - 7. Enforcement system data shall be made available to the CTA promptly upon request through the same software system licenses as used to access revenue data.

2.09 Operator Reports.

- A. Fifteen (15) days following the close of each month, OPERATOR shall provide the following reports on a monthly basis (“the Monthly Reports”) to both the CTA and the CTA’s Designated Representative:
 1. OPERATOR shall report accurately the following routine and non-routine maintenance activities at Parking Facilities and submit a monthly summary that includes site visits for “The Monthly Maintenance Report”:
 - a. Weed control;
 - b. Clearing of drains;
 - c. Power sweeping;
 - d. Power washing;
 - e. Cleaning/disinfecting of stairwells;
 - f. Snow plowing/de-icing;
 - g. Striping and numbering;
 - h. Graffiti removal;
 - i. Garbage removal
 - j. Other routine and non-routine maintenance events; and
 - k. Notices of CTA maintenance or repair obligations observed by OPERATOR.
 2. OPERATOR shall report accurately the monthly revenue and occupancy data by Parking Facility location and in aggregate for the “The Monthly Revenue and Occupancy Report” which shall include:
 - a. A monthly revenue and occupancy summary;
 - b. Year to date revenue and occupancy summary;
 - c. The following detailed reports:
 1. System Activity Log
 2. Daily Cash report by Accrual and Cash
 3. Daily Shift Report
 4. Daily Revenue Summary: total revenue, non-cash revenue, tickets
 5. Ticket Summary (Tickets Issued by day, Tickets Collected by day, Tickets unaccounted for, and Ticket value)
 6. Daily Transaction Record
 7. Credit Card Transaction report – Daily Batch Report
 8. Account Activity Report

- 9. Adjustments Report
 - 10. Aged Balance Report
 - 11. Bank deposits
 - 12. Total Cars Parked per day
 - d. Gross revenue analysis of daily receipts and number of vehicles parked at the Parking Facilities; and
 - e. Year to date analysis of Minimum Guaranteed Compensation versus Percentage Compensation.
- B. Until such time as the new revenue and access control systems are in operation, OPERATOR shall provide the following report (“the Weekly Revenue and Occupancy Report”) 48 hours after the close of each week, to both the CTA and the CTA’s Designated Representative:
- 1. A summary of vehicle counts for each Park and Ride Parking Facility for each day of the week;
 - 2. A summary of revenue for each Parking Facility for each day of the week;
 - 3. A summary of non-payment violations issued and collected for each Parking Facility for each day of the week;
 - 4. A daily summary of vehicle counts and associated revenue by Park and Ride Parking Facility location which matches the daily bank deposits;
 - 5. A daily summary of cashier activity for all attended facilities;
 - 6. After transition to the new revenue and access control systems, the Weekly Revenue and Occupancy Report will no longer be required.
 - 7. After transition, the new revenue and access control systems software shall provide all of the above reports as well as additional custom reports which the CTA may request from time to time.
- C. OPERATOR shall report for the prior 24 hour period (“the Daily Incident Report”) any damage or injury to persons or property and identifying whenever possible the person or persons who caused the damage or injury. The Daily Incident Report shall be in writing and delivered via email on a daily basis to the CTA and its Designated Representative.
- D. OPERATOR shall provide the CTA with a “Customer Service Report” indicating all comments and suggestions received by OPERATOR from Facility users, all incident reports and the response of OPERATOR to each such incident, and OPERATOR’s summary of recommended actions taking into account comments, suggestions and incidents reported to OPERATOR. The Customer Service Report shall be submitted monthly during the Term of this Agreement.

- E. OPERATOR shall provide the CTA with a report each month listing violations occurring at all Parking Facilities (the “Violations Report”), including, but not limited to, a report of all tickets issued, all fines or penalties assessed to Facility users and visitors, an accounting of the collection of all fines and penalties so assessed, and written warnings issued by OPERATOR,
- F. All reports shall be provided in MS WORD for narrative sections and MS EXCEL (with formulas intact) for data. Reports may be posted on a secure 3rd party website or emailed. CTA may verify the veracity of any report required under this Agreement, and providing the CTA with a report which contains false or misleading information shall be an Event of Default hereunder.

2.10 Local Office.

- A. The OPERATOR shall open (if it does not already have a local office) and maintain a local office in the Chicago area prior to the commencement of the Term. OPERATOR may use any existing office for this purpose provided it is in Cook County.
- B. The office shall remain open and staffed throughout the Term.
- C. The office shall be staffed during normal business hours on all days the CTA's administrative offices are open for normal business.

2.11 Car Stops.

The OPERATOR shall be responsible for the purchase and installation of car stops at Under ‘L’ Facilities added to the Parking Facilities after the commencement of this Agreement.

3. MAINTENANCE REQUIREMENTS

3.01 General Conditions.

OPERATOR shall be responsible for the routine maintenance and cleaning of the Parking Facilities and shall inspect each Parking Facility daily for dangerous conditions or defects, including but not limited to accumulations of grease or oil on the pavement, broken glass, protruding objects, leaking gas tanks, broken or burned out lighting fixtures, litter, trip spots and hazards to tires. OPERATOR shall immediately perform all necessary routine maintenance to remedy any dangerous condition or defect. If the condition cannot be remedied by performing routine maintenance, then OPERATOR shall immediately secure the affected area and notify the CTA and its Designated Representative of the potential hazard.

3.02 General Maintenance.

Without limiting the generality of Section 3.01, OPERATOR shall also perform the following maintenance tasks:

- A. OPERATOR shall maintain all booths, signs, electronic revenue and control equipment, honor boxes, and other related fixtures on the property in proper working order, regardless of age, to the satisfaction of the CTA.
- B. All booth windows must be clean and maintained in a professional manner. No unauthorized signs or newspapers etc., shall be allowed to be placed over booth windows.
- C. OPERATOR agrees to maintain in good and safe condition any required electronic equipment, and heating and air conditioning equipment in any traffic control booths or office trailers located in the Parking Facilities.
- D. OPERATOR shall perform preventive maintenance on all equipment at all Parking Facilities on at least a monthly basis and in accordance with the equipment manufacturer's preventive maintenance procedures.
- E. OPERATOR shall keep a preventive maintenance log for each Parking Facility which may be inspected by the CTA or its Designated Representative at any time. The preventive maintenance log for the Cumberland Parking Garage shall be maintained on-site. OPERATOR shall provide a copy of each log for each six month period to the CTA and its Designated Representative.
- F. OPERATOR shall perform corrective maintenance to return the parking equipment including the revenue and access control equipment to proper working order within one business day.
- G. OPERATOR shall completely power sweep all garages monthly and power wash all garages not less frequently than each six months.
- H. OPERATOR shall post and maintain signs at all booths, revenue collection points and Under L Parking Facilities with the following information:
 - 1. Company name as the OPERATOR of the Parking Facility
 - 2. Company mailing address and telephone number
 - 3. Local office address and local telephone number
 - 4. Extended parking rules (if applicable)
 - 5. Hours of operation (does not apply to Under 'L' locations)
 - 6. Rate structure (does not apply to Under 'L' locations)
 - 7. Towing and booting information
 - 8. Signage shall be in place on the date when the OPERATOR begins operations.
- I. Provide signage at the OPERATOR's expense at all Parking Facilities indicating that if the parking payment is not made, the vehicle will be towed and/or booted

and reflecting the parking penalty for unpaid or underpaid parking fees. This signage shall also include the address of the towing company or contact information for the removal of boots.

- J. OPERATOR shall keep all drains clean and clear of any and all debris, permitting the proper flow of water from the Parking Facility by cleaning drains every two (2) weeks or as otherwise needed.
- K. The OPERATOR shall be responsible for all non-capital electrical lighting repairs including but not limited to replacement bulbs, replacement ballasts, and fixture repair and maintenance at all Parking Facilities. Any repairs, other than bulb replacement, shall be performed by a licensed electrician.
- L. OPERATOR shall promptly advise the Owner of any needed structural repairs or replacement for which the Owner is responsible pursuant to the provisions of Section 3.02 of this Exhibit A.
- M. OPERATOR shall replace broken glass windows and glass doors. Replacement glass should be covered with “Vandalshield” (or a comparable product) where appropriate.
- N. With the exception of parking space number signs and handicapped signs, the OPERATOR must submit all signage to Owner for approval. Such approval will not be unreasonable withheld.
- O. Operator shall be responsible for repairing potholes or other imperfections to surface parking areas. OPERATOR shall fill potholes with comparable material to that surrounding the pothole, provided however that OPERATOR shall use “Super Cold Patch” or equivalent product when filling asphalt potholes during winter months.
- P. Operator shall be responsible for routine repair/replacement of car stops in the Parking Facilities.
- Q. If the OPERATOR fails to remedy certain maintenance items within the specified time period from initial observation and reporting, then the OPERATOR will be responsible for liquated damages as detailed in Exhibit A-2.

3.03 Cleaning.

- A. OPERATOR shall be responsible for the removal of dust and dirt from walls, columns, ceilings, railings, floors, stairs, doors, booths, equipment, windows and other areas of the Parking Facilities as well as power washing and graffiti removal. OPERATOR shall remove graffiti within three days on average. Graffiti that might reasonably be considered a hate crime must be covered within 24 hours.
- B. OPERATOR shall, on a weekly basis, sweep stairs and stairwells.

- C. OPERATOR shall apply disinfectant to and mop the stairs and stairwells in garages on an as needed basis (e.g. when urine or other foul smells are present).
- D. OPERATOR shall clean all stairs and handrails within all garages to ensure proper and safe entering and exiting of the facilities.
- E. OPERATOR shall, on a monthly basis, wash all signage.
- F. OPERATOR shall, on a monthly basis, wash the exterior of all attendant booths.
- G. Whenever graffiti cannot be removed, OPERATOR shall spot paint over graffiti on painted surfaces. OPERATOR shall supply paint to match existing paint.

3.04 Trash Removal.

- A. OPERATOR shall police each Park and Ride Parking Facility daily, and remove no less than three times per week from each Park and Ride Parking Facility's surrounding grounds, landscaped areas, traffic islands, stairwells, entrances, exits and walkways, all rubbish, debris, waste, litter, broken glass, stickers, decals, posters, and unauthorized signs or notices. OPERATOR shall remove trash from Under 'L' Parking Facilities once per month.
- B. OPERATOR shall bag all rubbish and debris, and remove from the surface lot Parking Facilities on the same day and dispose of in a legal manner.
- C. At parking garages, OPERATOR shall bag and remove all rubbish and debris daily, or provide a suitable dumpster service. OPERATOR shall provide recycling bins as reasonably requested by the Owner.

3.05 Weed Control

OPERATOR shall undertake the following annual and routine weed-control maintenance in the Park and Ride Parking Facilities:

- A. Between April 1 and May 15 of each year, or within 45 days of execution of the Contract, in all planted areas a licensed applicator shall be engaged to apply a "pre-emergent" product that is pre-approved by the Owner prior to any application thereof. Such chemical must be certified in writing by the State of Illinois as safe to trees, shrubs, and personal health prior to its use. The application of all "pre-emergent" products for weed control shall be in accordance with all applicable local, state and federal regulations.
- B. Routinely apply weed control in pavement cracks and crevices as needed.

3.06 Structural Repairs and Maintenance.

- A. Owner shall be responsible for the structural repairs (other than General Maintenance) and replacement of the Parking Facilities. "Structural Repairs" shall mean any installation, construction, reconstruction, replacement,

remodeling, redesign or reconfiguration of the Parking Facilities or any portion thereof or of the building systems, such as heating, ventilation, or air conditioning (except for the parking booths and office trailers); fires protection/alarm; utilities (water, sewer, gas, electrical, drainage); security systems (except for the parking booths and office trailers); lighting systems (except for bulbs and ballasts); complete paving or repaving; pavement resealing; painting; fencing; office trailers and parking booths (except as noted elsewhere); landscaping; structural plate glass; driveways, sidewalks and curbs (including curb cuts); elevators; manlifts; escalators, expansion joints; and electrical or mechanical equipment (subject to Section 10(c)).

B. The Owner shall have the following maintenance responsibilities:

1. The Owner will maintain all light poles and wiring at all Parking Facilities.
2. The Owner will be responsible for electricity service and electrical utilities at all Parking Facilities. See also Section 10(c) of the Agreement and Section 6 (Owner's Obligations) herein.
3. The Owner will be responsible for structural improvements at all Parking Facilities, including structural repairs to concrete, asphalt and storm drains.
4. At structured Parking Facilities, the Owner will have responsibility for elevator maintenance and repair.

C. OPERATOR shall be responsible for the maintenance of structural elements of the Parking Facilities that are structured parking garages. "Structural Maintenance" shall be defined as follows:

1. Routine repair, such as patching, to walls, floors, and roof.
2. Expansion joints shall be inspected annually in May of each contract year. OPERATOR shall report any problems found to CTA.
3. Routine repairs to plumbing and sprinkler leaks and lamping.
4. Annual inspections of life safety equipment and fixtures (such as sprinklers, extinguishers, fire pumps, and the like) and recharging or replacement of fire extinguishers as necessary according to the fire code.
5. OPERATOR shall keep the structured Parking Facilities in good repair and operating condition.

6. OPERATOR shall exercise a duty of care consistent with custom and use in the industry for the services provided herein and notify Owner of all visible structural defects and other potentially hazardous situations as soon as they are identified.
7. OPERATOR shall take all reasonable remedial measures necessary (e.g., coning off a section of a Parking Facility where structural damage is present) to minimize the potential for further damage to the property or injury to persons.
8. At the termination of the Agreement, OPERATOR shall surrender up the Parking Facilities in the same condition as they were in at the commencement of the term or in better condition as they may have been improved during the term, reasonable wear and tear excepted.
9. All approved alterations, additions and other improvements made by OPERATOR to the Parking Facilities shall, upon completion, immediately become the property of the Owner, and OPERATOR shall not remove such improvements without prior written approval of the Owner.
10. OPERATOR shall not alter the Parking Facilities, including, without limitation re-striping or design, without the express written consent of Owner.
11. Any structural problems found within or at the Owner Parking Facilities are to be reported to the Owner immediately.

4. STAFFING REQUIREMENTS.

- 4.01. OPERATOR shall station a minimum of one uniformed customer assistant at the Cumberland garage at all times (24 hours per day, 7 days per week, including holidays). As necessary, OPERATOR shall provide additional customer assistants at peak periods.
- 4.02. Parking staff must have the ability to collect fees properly and to compile written reports of complaints and incidents arising in the course of their duties as defined in this Scope of Work.
- 4.03. Parking staff must wear uniforms bearing the OPERATOR company name.
- 4.04. Parking staff shall at all times be linked with appropriate voice communication devices at every Parking Facility.
- 4.05. OPERATOR shall not direct vehicles entering or exiting any Parking Facility in such a manner as they would obstruct any busway, transitway, access road or similar pedestrian or vehicular access/egress point or area of traversal.
- 4.06. OPERATOR shall ensure adequate staffing is available if revenue equipment malfunctions and/or becomes inoperable, resulting in impact to revenue collection

and/or entry and egress of vehicles at Parking Facility, at hours not limited to peak periods only.

- 4.07. OPERATOR shall ensure adequate staffing is available to address impacts to revenue collection and/or entry or egress of vehicles during high traffic volume periods or extraordinary events.
- 4.08. Owner will determine failure of attendance for OPERATOR staff. Absence of fifteen (15) minutes or more is considered failure of attendance and will constitute an Event of Default under this Agreement.
- 4.09. OPERATOR shall provide at least two local contacts that can be reached by the Owner 24-hours a day, 7-days a week to respond to emergency or operational needs.
- 4.010. OPERATOR shall produce, provide and distribute a photograph identification badge to all OPERATOR employees and agents who work on Owner property. The badge shall have the name and a recent photograph of the employee, subcontractor or agent (i.e., within last three (3) years). No employee or agent of the OPERATOR will be allowed on Owner property without wearing the identification badge. Vehicles used in providing services on the Parking Facilities shall bear sufficient identification (e.g., logo) so that Owner staff can identify the vehicle as OPERATOR's (or their contractor's).
- 4.011. OPERATOR shall ensure that its employees, subcontractors, and agents:
 - A. Are not allowed on areas of Owner property that are not accessible by the general public except as required for stated work;
 - B. Are not allowed on areas of Owner property that are not accessible by the general public before and after service hours unless explicitly, contractually required to be there; and
 - C. Are forbidden from carrying firearms on Owner property, unless approval has been previously provided by the Owner to the OPERATOR in writing.
- 4.012. OPERATOR shall provide to the Owner, upon its request, any documents that pertain to:
 - A. OPERATOR employee, subcontractor or agent conduct on Owner property;
 - B. Monitoring/auditing of Contractor employees or agents while on Owner property.
- 4.013. If, at any time during the Term, the Owner establishes new or revised employee-related security policies and procedures as they relate to the OPERATOR's performance under this Agreement, the OPERATOR shall comply with such policies and procedures as deemed reasonable by the Owner and the OPERATOR.

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5. SNOW PLOWING/DE-ICING AT THE PARK AND RIDE PARKING FACILITIES

5.01 Snow Plowing/De-icing Plan - The OPERATOR shall submit a Snow Plowing/De-icing Plan as part of the Operations Plan identified in Section 2.02 of this Exhibit A. (Snow removal is not required at the Under 'L' parking facilities.) The plan shall incorporate the following elements for each of the Park and Ride Parking Facilities:

- A. Identification of personnel, firm or subcontractor providing the snow plowing/de-icing services. Owner will have the right to require replacement of the personnel, firm or subcontractor responsible for snow plowing/de-icing. Under such circumstances the replacement will be immediately made by the OPERATOR.
- B. The office and home telephone numbers of at least two (2) responsible employees who can be reached and are able to relay information to OPERATOR's snow plowing/de-icing crews at all times during snow storms (answering services are unacceptable). This shall be in addition to the contact identified in Section 2.02 of this Exhibit A.
- C. The type and number of each type of equipment which is available for the snow plowing/de-icing services for the Park and Ride Parking Facilities.
- D. Name, address, and contact information for each snow plowing/de-icing vendor to be used by the OPERATOR.

5.02 Snow Plowing/De-icing Coordination. The OPERATOR shall participate in snow plowing/de-icing coordination meetings with Owner Operations personnel as required and shall incorporate any changes into the snow removal policy immediately into the Snow Plowing/De-icing Plan.

5.03 Response to Weather Forecasts. When a storm "watch" for snow is declared by the National Weather Service for Cook County, OPERATOR shall:

- A. Confirm to the Owner as directed, the availability of equipment for each Park and Ride Parking Facility including the type, size, and number to be used.
- B. Advise the Owner, as directed, of the specific time such equipment will be on each of the Park and Ride Parking Facilities to commence sanding and salting when the prediction for snow is one (1) inch or less, or to commence snow plowing, sanding, and salting when the prediction for snow is for more than one (1) inch in accordance with the snow schedule set forth below.

5.04 Snow Schedule

- A. **5:00 A.M.-6:00 P.M.** Between these hours, snow plowing/de-icing will be performed in accordance with a snow plan pre-approved by the Owner. Snow plowing/de-icing equipment will simultaneously be present at multiple sites and activated to clear travel lanes to, from, and through parking facilities on an ongoing basis as required until 6:00 p.m. and will remain thereafter until the entire Park and Ride Parking Facility is completely cleared of snow, slush, and ice (to be followed by periodic sanding and/or salting as needed).
- B. **6:00 P.M.-5:00 A.M.** Between these hours, snow plowing/de-icing will be performed in accordance with a snow plan pre-approved by the Owner. Snow plowing/de-icing equipment specified above will, simultaneously, be present at multiple sites and activated before, but no later than, midnight to ensure that each Park and Ride Parking Facility is completely cleared of snow, slush, and ice (to be followed by periodic sanding and/or salting) by 5:00 a.m.

5.05 Snow Operations

- A. OPERATOR must ensure that any subcontractor hired to plow the facilities adequately performs its responsibilities as they relate to this Agreement.
- B. OPERATOR shall not plow snow into the Owner's operating areas.
- C. OPERATOR shall apply salt or salt/sand mixtures in accordance with industry standards for the Chicago area.
- D. OPERATOR shall not, under any circumstances, apply salt in garage Parking Facilities. In garages OPERATOR must use rubber tipped snow blades only. Snow on garage roofs must be cleared in accordance with Owner procedures and using a method to prevent overloading.
- E. The term "salt" when used with regard to the snow plowing/de-icing requirements within this Section, shall mean calcium chloride or other Owner-approved compounds.
- F. OPERATOR shall locate sand barrels, shovels, salt or other approved chemicals at all locations, in sufficient amounts as may be required, for use by attendants to either assist motorists or to correct hazardous conditions while awaiting snow plowing, sanding and/or salting equipment.
- G. All walkways and Kiss and Ride areas within OPERATOR's area of responsibility must be cleared of snow and ice to provide a clear path of travel for parking customers.
- H. OPERATOR shall be responsible for snow removal from the access roads to each Parking Facility, unless such access road is used by Owner for bus stops or Kiss and Rides not inside the OPERATOR'S area of responsibility.
- I. Snow Policy for pay by space Facilities. OPERATOR shall be required to post the policy describing the payment system for customers parking on a snow day. The policy must be laminated and attached to all honor boxes no later than November 10 of each year of this Agreement. Such policy shall be subject to the prior written approval of the Owner.

1. Currently Approved Snow Policy includes: if the accumulation of snow prevents a customer from determining the space number, OPERATOR will place a "Snow Day Envelope" on the vehicle windshield. Customers are expected to pay the fee in that envelope by the following morning without fine for late payment.

6. OWNER'S OBLIGATIONS

Owner shall be responsible for the following:

(a) Repair (other than General Maintenance) and replacement of Equipment systems owned by the Owner and situated at the Parking Facilities, including:

1. heating, air conditioning, ventilating, exhaust, (except that Operator shall repair and replace these for office trailers and parking booths)
2. fire protection/alarm
3. utilities (water, sewer, gas, electrical, drainage)
4. security systems (except for office trailers and parking booths)
5. lighting systems (except for bulbs and ballasts)
6. complete paving or repaving of a Parking Facility
7. painting
8. fencing
9. office trailers and parking booths (except as noted elsewhere)
10. landscaping
11. structural plate glass
12. driveways, sidewalks and curbs (including curb cuts)
13. elevators
14. manlifts
15. escalators
16. expansion joints
17. electrical or mechanical equipment, subject to 10(c).

(b) Alterations, improvements and additions that are structural in nature as Owner deems necessary and/or as may be required by the Americans with Disabilities Act of 1990 or similar laws and ordinances. (Operator is responsible for signage and striping.)

(c) The cost of water, sewer, gas and electrical service, subject to Section 10(c), to the Parking Facilities.

(d) The cost of gravel and its installation for new or expanded Under 'L' Parking Facilities (the OPERATOR shall be responsible for the cost and installation of replacement gravel as part of OPERATOR's operating and maintenance responsibilities).

EXHIBIT A.1

SCHEDULE OF PARKING ENFORCEMENT CHECKS, NUMBER OF REVENUE CONTROL EQUIPMENT PAY STATIONS

Location	Minimum Checks Per Day/ Weekday	Minimum Checks Per Weekend Day	Number of Revenue Control Equipment Pay Stations
54 th / Cermak	2	1	3
Cumberland	N/A	N/A	6*
Kedzie & Lawrence	1	0	1
Kimball & Lawrence	2	1	1
63th & Ashland	2	1	2
Garfield	2	0	2
Halsted / Archer	2	1	1
Midway	4	3	4
51st / Pulaski	3	2	4
49th / Western	2	1	3
35th / Archer	2	1	2
48th / Kedzie	3	1	2

*Full cash control – separate gates, register, computer, card access system, software

EXHIBIT A-2
MAXIMUM TIME UNTIL REPAIR COMPLETED

The OPERATOR shall complete the following repairs within the allotted time indicated in the table below. If the OPERATOR fails to perform the work, then liquidated damages of \$100 per incident per remedy period will be assessed to the OPERATOR.

For example, if graffiti is reported by the OPERATOR or Owner on January 1st, the OPERATOR will be assessed \$100 in liquidated damages on January 8th if the graffiti has not been remedied. The OPERATOR will be assessed another \$100 for each additional week that the graffiti has not been remedied.

CTA Parking Service – Maximum Time Until Repair Completed	Remedy period
a) car stop (repair/replacement)	1 week
b) routine pavement repairs (less than or equal to 3 feet in diameter)	1 week
c) routine pavement repairs (greater than 3 feet in diameter)	3 weeks
d) lighting	72 hours
e) signage	1 week
f) graffiti	1 week

EXHIBIT B PARKING FACILITIES

The Parking Facilities shall include the Park & Ride Facilities and Under ‘L’ Parking Sites (collectively the “Parking Facilities”) listed below which may be added to or reduced from time to time:

A. Park & Ride Facilities include:

1. Cumberland Garage (5800 N. Cumberland Ave., Chicago IL. 60631)

Description:

Four (4) story cement parking structure with 1633 parking spaces available. The garage offers two (2) entrance lanes with two (2) Amano ETP-22 ticket Dispensers per lane. The garage has three (3) exits lanes with cashier booths. Each booth is equipped with one (1) Amano AGP-5210 fee computer, one (1) Amano AGP-0505 validating slip printer and one (1) Amano AGP-5910 customer display monitors. All five of the garage’s gates are equipped with Amano AGP-1710 parking gates. All the above mentioned equipment was installed in September of 2002. This location also has a security guard booth and office trailer.

Rate Structure:

\$4.00 for 12 hours;

\$6.00 for 12-14 hours

\$8.00 for 14-16 hours

\$10.00 for 16-18 hours

\$12.00 for 18-24 hours

Lost Ticket \$12.00

Each additional 24 hours or fraction thereof \$12.00

2. 54th/Cermak (Off Central Ave. North of Cermak, Cicero IL. 60650)

Description: Paved surface lot offering 175 parking spaces. This location was reconstructed in August 2003. The fare collection equipment is steel slot boxes.

Rate Structure: \$4.00 for 12 hours

3. Ashland/63rd (6315 S. Ashland Ave., Chicago IL. 60636)

Description: Surface lot offering 235 parking spaces. This lot was completely resurfaced in November of 2002. A 10” aggregate base course was added where necessary. A 1½”

bituminous binder course and 1½” bituminous surface coat were installed. The fare collection equipment for this location is steel slot boxes.

Rate Structure: \$4.00 for 12 hours

4. Halsted/Archer (2520 S. Archer Ave., Chicago IL. 60608)

Description: Paved surface lot with 31 spaces (including one car sharing space). This lot was sealed and restriped in June 2003. The fare collection equipment for this location is steel slot boxes.

Rate Structure: \$4.00 for 24 hours

5. 35th/Archer (3528 S. Leavitt Ave., Chicago IL. 60609)

Description: This location has two (2) separate lots offering 69 parking spaces combined (including two car sharing spaces). This lot was sealed and striped in June 2003. The fare collection equipment for this location is steel slot boxes.

Rate Structure: \$4.00 for 12 hours

6. 48th/Kedzie (3242 W. 48th Place, Chicago IL. 60632)

Description: Paved surface lot offering 157 spaces. This lot was sealed and restriped in June 2003. The fare collection equipment for this location is steel slot boxes.

Rate Structure: \$4.00 for 12 hours

7. 49th/Western (4901 S. Western Ave., Chicago IL. 60609)

Description: Paved surface lot offering 200 spaces. This lot was sealed and restriped in June 2003. The fare collection equipment for this location is steel slot boxes.

Rate Structure: \$4.00 for 12 hours

8. 51st/Pulaski (5106 S. Pulaski Rd., Chicago IL. 60632)

Description: Paved surface lot offering 390 spaces. The fare collection equipment for this location is steel slot boxes.

Rate Structure: \$4.00 for 12 hours

9. Midway (4612 W. 59th St., Chicago IL. 60629)

Description: Paved surface lot offering 327 spaces and an additional 100 vehicles valet parked. This lot was sealed and restriped in June 2003. The fare collection equipment for this location is steel slot boxes. This lot also includes an attendant's booth and office trailer.
Rate Structure: \$4.00 for 12 hours

10. Kimball/Lawrence (4755-57 N. Kimball Ave., Chicago IL. 60625)

Description: Paved surface lot with 73 spaces (including two car sharing spaces). This lot was sealed and restriped in June 2003. The fare collection equipment for this location is steel slot boxes.
Rate Structure: \$4.00 for 12 hours

11. Kedzie/Lawrence (4648 N. Kedzie Ave., Chicago IL. 60625)

Description: Gravel surface lot with 56 spaces (including two car sharing spaces). The fare collection equipment for this location is steel slot boxes.
Rate Structure: \$4.00 for 12 hours

12. Garfield (5419 – 49 S. Prairie Ave., Chicago IL. 60625)

Description: Paved surface lot offering 117 spaces. The fare collection equipment for this location is a pay-by-space machine that accepts cash or credit cards.
Rate Structure: \$4.00 for 12 hours

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APPROVED UNDER 'L' LOCATIONS	APPROVED SPACES with car stops*	TOTAL SOLD*	OPENING DATE
Locust to Walton (Brown)	10	2	8/1/2006
Chestnut to Locust (Brown)	3	2	8/1/2006
Walton to Oak (Brown)	7	5	8/1/2006
Oak to Wendell (Brown)	12	0	8/1/2006
California to Marshall Blvd. (Pink)	10	0	4/1/2008
Cleveland to Mohawk (Brown)	**	0	9/6/2004
14th St. to 14th Pl. (Green)	**	0	10/1/2006
14th Place to 16th Street (Green)	17	17	10/1/2006
16th Street to 18th Place (Green)	5	4	10/1/2006
18th Street to Cullerton (Green)	26	15	10/1/2006
Cullerton to 21st (Green)	19	13	4/1/2008
21st Street to Cermak (Green)	17	0	10/1/2006
23rd Street to 24th Street (Green)	**	0	10/1/2006
47th (Green Line)	10	0	4/1/2008
13th St. to 14th St. (Green)	**	0	10/1/2006
13th to Hastings (Pink)	22	0	4/1/2008
Bloomingdale to Moffat (Blue)	6	0	3/1/2006
Western to Campbell (Brown)	27	9	3/29/2002
Washtenaw to California (Pink)	28	0	4/1/2008
Newport to Cornelia (Red)	19	19	11/1/2005

Roscoe to Newport (Red)	6	6	5/4/2004
Waveland to Grace (Red)	2	2	10/1/2006
Dakin to Sheridan (Red)	11	11	6/1/2007

Southport (3408-3412) (Brown)	12	12	8/1/2008
Sheffield & Webster (950 Webster) (Red)	10	10	8/1/2008
North to Concord (Blue)	7	1	4/1/2008
Caton to Wabansia (Blue)	5	0	4/1/2008
Berteau at Ravenswood (Brown)	5	4	2008
California/Milwaukee/Lyndale (Blue)	**	0	2008
Milwaukee/Fullerton/Sacramento (Blue)	6	0	2008
Milwaukee/Medill/Fullerton (Blue)	18	0	2008
TOTAL	320	132	

* These counts exclude any car sharing spaces.

** Car stops and/or signage needs to be added before spaces will be available for rent at these locations.

*** The number of spaces will be known at these locations once Brown Line construction is complete and the locations accessible.

EXHIBIT B-1
CAR-SHARE SPACES

The following spaces are Car-Share Spaces and are excluded from the Parking Facilities offered in this RFP:

Park & Ride Facilities:

<u>Facility</u>	<u>Number of Car-Share Spaces</u>
Kimball	2
Kedzie/Lawrence	2
35 th /Archer	2
Halsted/Archer	1
<u>Total Park & Ride Car-Share Spaces:</u>	<u>7</u>

Under ‘L’ Facilities:

<u>Facility</u>	<u>Number of Car-Share Spaces</u>
Brown Line	
Western to Campbell	3
Chestnut to Wendell	1
Berteau/Ravenswood	2
Southport	2
Blue Line	
North to Concord	3
Caton to Wabansia	3
Milwaukee/California/Lyndale	4
Milwaukee/Fullerton/Sacramento	4
Green Line	
13 th Street to 18 th Street	1
Red Line	
Dakin to Sheridan	3
Roscoe to Cornelia	3
<u>Total Under ‘L’ Car-Share Spaces:</u>	<u>29</u>
<u>Total Car-Share Spaces:</u>	<u>36</u>

EXHIBIT C
OPERATOR'S RESPONSE DOCUMENTS

The following documents submitted with Operator's Proposal in response to the RFP are incorporated by reference herein:

Form A – Financial offer

Form B – Company Qualifications & Technical Proposal Requirements

Form C – Special Conditions Disadvantaged Business Enterprises (DBE) Commitment

Form D – Certifications

- Debarment - Primary Participant
- Lower Tier Participant
- Drug free Workplace
- Lobbying
- Disclosure of Ownership

Form E – Non-Disclosure Statement

Form F – Operations Plan and Capital Improvements Plan

Operator's Best and Final Offer (if any) dated _____.

EXHIBIT D
OPERATOR'S INSURANCE AND BOND REQUIREMENTS

Exhibit D
CHICAGO TRANSIT AUTHORITY
INSURANCE AND BOND REQUIREMENTS
[Short Form rev. 12/04/02]

REQUISITION NUMBER: **Parking Lot Agreement**
SPECIFICATION NUMBER CTA: _____

PART I. GENERAL INSTRUCTIONS AND REQUIREMENTS

A. WAYS TO COMPLY WITH CTA INSURANCE REQUIREMENTS.

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

There are three ways to satisfy the CTA's insurance requirements for Comprehensive General Liability, Owners Protective Liability, Builder's Risk and Professional Liability. For Comprehensive General Liability, Owners Protective Liability, Builder's Risk and Professional Liability the Contractor must provide the CTA with one of the following insurance documents:

- a) certified copy of the insurance policy,
- b) an insurance binder, *and*
- c) the 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. The CTA Certificate of Coverage must be accompanied by all endorsements pertaining to the general liability policy.

2. HOW TO COMPLY IF *RAILROAD PROTECTIVE INSURANCE* IS REQUIRED BY PART III OF THIS DOCUMENT.

There are two ways to satisfy the CTA's insurance requirements for Railroad Protective. The Contractor must provide the CTA with one of the following insurance documents:

- a) certified copy of the insurance policy *and*
- b) an insurance binder

Method b is a temporary method that is valid only for 90 days. A certified copy of the railroad protective insurance policy must be furnished prior to the expiration of this 90 day period.

3. HOW TO COMPLY FOR ALL OTHER TYPES OF REQUIRED INSURANCE.

For all other insurance required by Part III of this document, an ACORD™ certificate is acceptable.

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, Risk Management
P.O. Box 7564
Chicago, IL 60680-7564

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, Railroad Protective Liability, or Builders Risk Insurance policies.
- C. The Commercial General Liability and Owners Protective Liability, General Aggregate Limit of Liability, if any, must apply on a per location, per project basis by endorsement to the policy.
- D. All insurance carriers must be acceptable to the CTA. All insurance companies shall have at least a B+ 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:

\$4,000,000 General Aggregate (Per Location)

\$4,000,000 Products/Completed Operations Aggregate

\$2,000,000 Personal Injury and Advertising Injury

\$2,000,000 Per Occurrence

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

If any work is to be performed within fifty (50) feet of rail right-of-way and the Contractor is not required to provide Railroad Protective Insurance by the other provisions of these Insurance and Bond Requirements, then an additional requirement applies which can be satisfied in either of the two following ways: 1) the CGL policy exclusion for coverage of work within fifty (50) feet of rail right-of-way must be deleted by endorsement to the CGL policy, or 2) in the alternative, railroad protective insurance may be provided.

C. AUTOMOBILE LIABILITY

\$2,000,000 Combined Single Limit (Bodily Injury and Property Damage)

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. RAILROAD PROTECTIVE LIABILITY

N/A Bodily Injury per Occurrence

N/A Bodily Injury Aggregate

N/A Property Damage per Occurrence

N/A Property Damage Aggregate

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

G. GARAGEKEEPERS LEGAL LIABILITY

\$2,000,000 Occurrence

H. PROFESSIONAL LIABILITY

N/A Per Claim

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

PART IV BOND REQUIREMENTS

The Contractor shall furnish the following bond(s) for this contract:

Type of bond required: **FIDELITY (EMP. DISHONESTY)** Amt: **\$5,000,000**

Type of bond required: **PERFORMANCE**** Amt: **COST OF FARE EQUIPMENT & INSTALLATION**

****An irrevocable Letter of Credit will be accepted in Lieu of a Performance Bond.**

Issue Date _____

INSURANCE CERTIFICATE OF COVERAGE

Named Insured: _____ Specification #: _____
 Address: _____ RFP #: _____
 (NUMBER & STREET) Project #: _____
 (CITY) (STATE) (ZIP) 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	Expiration Date	Limits of Liability All Limits in Thousands
<u>Commercial General Liability</u> ~ Occurrence ~ Claims made ~ Premise-Operations ~ Explosion/Collapse Underground ~ Products/Completed Operations ~ Blanket Contractual ~ Broad Form Property Damage ~ Independent Contractors ~ Personal Injury ~ Pollution				Each Occurrence \$ _____ General Aggregate \$ _____ Products/Completed Operations Aggregate \$ _____
Automobile Liability (Any Auto)				Each Occurrence \$ _____
<u>Excess Liability</u> ~ Umbrella Liability				Each Occurrence \$ _____
Workers' Compensation and Employer's Liability				Statutory/Illinois Employers Liability \$ _____
Builders' Risk/Course of Construction				Amount of Contract
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				

- 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".
- The General, Automobile and Excess/Umbrella Liability Policies described provide for separation of insureds applicable to the named insured and the CTA.
- Workers Compensation and Property insurer shall waive all rights of subrogation against the Chicago Transit Authority.
- 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 <u>Authorized Rep.</u>
Certificate Holder/Additional Insured	<u>Agency/Company</u>
Chicago Transit Authority Dept. of Risk Management P.O. Box 7564 Chicago, IL 60680-7564	<u>Address</u>
	<u>Telephone</u>

EXHIBIT E
FORM OF PRICE CERTIFICATION

BIDDER’S PRICE CERTIFICATION

The _____ hereby certifies that the prices quoted herein
(Name of Company)
are “Equal To” or “Not Greater Than” prices currently quoted to their most favored customers.

By: _____
(Signature of Company Official)

(Official's Title)

(Date)

ATTEST:

(Secretary)

EXHIBIT F
PARKING LAYOUT DIAGRAMS FOR PARK AND RIDES
AND
LOCATION MAPS OF UNDER ‘L’ FACILITIES

(TO BE ATTACHED IN FINAL CONTRACT – SEE EXHIBIT 4 OF RFP)

APPENDIX B

BID PROTEST PROCEDURES

BID PROTEST PROCEDURES

SECTION I – AUTHORITY BID PROTEST PROCEDURE

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

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

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

B. Definitions for purposes of this section -

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

C. Submission of Protest

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

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

Protest should be submitted to:

**General Manager Purchasing
Chicago Transit Authority
P.O. Box 7560
Chicago, IL 60680-7560**

D. Types of Protests and Timing

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

1. Protest regarding solicitation

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

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

4. Protests regarding bid evaluation

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

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

5. Protests Regarding Award of Contract

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

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

E. Authority Response

1. Types of Protests

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

a. Protest regarding solicitation

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

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

b. Protests regarding bid evaluation

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

c. Protests after award

Upon receipt of a timely filed protest regarding the award of a contract, the Authority will issue a stop work order, if necessary, until the resolution of the protest if the Authority determines that the protestor has established a prima facie case that the contract was awarded

fraudulently or in violation of that Federal or State law or the Authority's Procurement Regulations.

2. Decisions by Authority

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

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

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

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

SECTION II – FTA BID PROTEST PROCEDURE

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

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

APPENDIX C

SUPPLEMENTAL PARKING FACILITY INFORMATION

APPENDIX C

SUPPLEMENTAL PARKING FACILITY INFORMATION

1. The following table provides details about the residential and commercial permits in the Under 'L' parking program as of February 24, 2009.

Under L lot	Resid. Price	Resid. Valid	Comm. Price	Comm. Valid	Total
Lot # 5 - North to Concord	\$75	1			1
Lot #1 - Roscoe to Newport	\$75	6			6
Lot #14 - Cleveland to Mohawk			\$85	14	14
Lot #19 - Sheffield/Webster	\$75	10			10
Lot #2 - Chestnut to Locust	\$75	2	\$85	6	8
Lot #2 - Newport to Cornelia	\$75	19			19
Lot #3 - 14th Place to 16th St	\$75	17	\$85	8	25
Lot #3 - Locust to Walton	\$75	6			6
Lot #37 - Southport	\$75	12			12
Lot #4 - 16th Street to 18th Pl	\$75	1	\$85	2	3
Lot #4 - Walton to Oak	\$75	6			6
Lot #5 - 18th Street to 20th St	\$75	12			12
Lot #5 - Waveland to Grace	\$75	2			2
Lot #57 - Ravenswood Berteau	\$75	4			4
Lot #6 - 20th Street to 21st St	\$75	14			14
Lot #69 - Western to Campbell	\$50	8			8
Lot #7 - 21st Street to Cermak	\$75	1	\$85	11	12
Lot #7 - Dakin to Sheridan	\$75	10			10
Total		131		41	172

2. The CTA's "monthly" program (called "monthly reserved") exists at the following four Park & Rides lots with the number of monthly reserved spaces subscribed for and the total available in parentheses:

- a. Cumberland (4/245)
- b. Midway (82/82, i.e. fully subscribed)
- c. Pulaski (73/95)
- d. Garfield (1/10)
- e. Kedzie/Lawrence (16/32)

These monthly reserved parking spaces are reserved for permit holders until 10 a.m. seven (7) days per week. After 10 a.m., all unused reserved monthly parking spaces are available to the general public for parking. Even though a customer has paid for the monthly reserved parking privilege they still must pay the revenue collection equipment in addition like all the other customers. Note: these monthly reserved parkers are not reserving a particular space but have the right to park in that zone before 10am.

3. Permit fees are related to the administrative costs involved with:
 - o the monthly reserved program (\$3 of the total \$43 charge to the customer) at the Park & Rides and
 - o monthly Under 'L' (\$3 of the total \$75 residential rate and \$3 of the total \$85 commercial rate)

4. In 2007, there were 20,733 violations written and 14,974 paid, resulting in revenue of \$29,948 which the current Operator reported as transient revenue in its Monthly Statements and is already included within the revenue figures in Exhibit 5. In 2008, there were 20,831 violations written and 15,721 paid, resulting in revenue of \$31,442. For a break out by lot, please email Warren Durbin (warren.durbin@am.jll.com) at Jones Lang LaSalle who can provide.

5. Beside the initial creation of the Garfield Park & Ride approximately 5 years ago, the following capital improvements have been made to the Cumberland Park & Ride:

Scope	Details	Cost	Duration
Expansion Joint Replacement	Replace several thousand linear feet of exp. joint, preventing deterioration of concrete and providing weather seal between floors.	\$ 541,000.00	Mar - Aug 07
Driveway Concrete/Joint Repairs	Contractor repaired approximately 200 square feet of concrete and corresponding expansion joint near garage exit deemed structurally critical to garage	\$ 17,000.00	Aug-07
Relamp/new ballast in garage	Contractor installed new bulbs and ballast in approximately 150 lights inside garage	\$ 70,000.00	Aug-07
Total		\$ 628,000.00	

June 1, 2009

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APPENDIX D

2009 HISTORICAL PARKING INFORMATION

Available on the following FTP site as follows:

**Please log on to the TR Advisors FTP Site to download the
Chicago Transit Authority, Parking Request for Proposals**

1. To access the site with your browser, copy and paste the following link into your URL address field: <ftp://ftp.transitrealty.com/>
2. In the User Name field, type in: **ftpuser3**
3. Enter the password as: **CTAparking8** (case sensitive). Click OK.
4. Open the Download folder.
5. All documents are in the CTA Parking RFP folder.

If you are unable to download the information, please email Warren Durbin at Jones Lang LaSalle: warren.durbin@am.ill.com.