

CHICAGO TRANSIT AUTHORITY
Advertisement for Professional Services

Proposals will be received for the following by Chicago Transit Authority at the Bid Office - 2nd Floor, 567 W. Lake St., Chicago, Illinois, 60661-1498, until 3:30 P.M. on Monday, March 19, 2007:

Req. C06OP100420781

Request For Proposals (RFP) for Real Estate Management Services.

A Pre-Proposal Conference has been scheduled for 10:00 AM, Thursday, March 1, 2007 at 567 W. Lake St., - Conference Room 2B. Please contact John R. Scumaci to confirm your attendance and the number of attendees. John may be reached via Fax (312)681-2497, by e-mail at jscumaci@transitchicago.com, or by phone at (312)681-2404.

For additional information please contact, John Scumaci, Manager of Technology procurement and Professional Services, at (312)681-2404.

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

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

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

The right is reserved to accept any proposal or to reject any and all proposals.

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

CHICAGO TRANSIT AUTHORITY

By: Robert Conlin
General Manager, Purchasing

February 12, 2007



CHICAGO TRANSIT AUTHORITY

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

February 12, 2007

Subject: Requisition No. C06OP100420781
Request for Proposals (RFP) for Real Estate Management Services

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: March 19, 2007

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.

Ten (10) copies of the Technical section,
Four (4) copies of the DBE section, and
Ten (10) copies of the Price section are to be provided

A pre-proposal conference has been scheduled for 10:00 A.M., Thursday, March 1, 2007 at 567 W. Lake Street, Chicago - Conference Room 2B. Please contact John R. Scumaci to confirm your attendance and the number of attendees. John may be reached via FAX (312)681-2497, by E-Mail at jscumaci@transitchicago.com, or by phone at (312)681-2404.

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.

Sincerely,

Robert Conlin
General Manager, Purchasing

cc: File C06OP100420781



CHICAGO TRANSIT AUTHORITY

Requisition No. C06OP100420781

Request for Proposals (RFP)

For

Real Estate Management Services

Confidentiality and Non-Disclosure: Firms requiring additional assistance shall only contact John R. Scumaci, Manager, Purchasing at (312) 681-2404, Robert Conlin, General Manager, Purchasing at (312) 681-2420, or Reginald B. Lovelace, Vice President, Purchasing & Warehousing. Firms, including all team sub-consultants, who contact any CTA personnel, either verbally or in writing, concerning this solicitation package, are in violation of the procedures for this procurement and any submitted proposals may be disqualified. Prime consultants are required to sign and submit the "RFP Non-Disclosure Statement Consultant" (Exhibit K) with the proposal and to require all sub-consultants to submit signed copies of the "RFP Non-Disclosure Statement Sub-Consultant" (Exhibit K) with the proposal.

ISSUED BY

**Purchasing Department, Chicago Transit Authority
567 W. Lake Street, P.O. Box 7560, Chicago, IL 60680-7560
Reginald B. Lovelace, Vice President, Purchasing & Warehousing
Frank Kruesi, President
Carole L. Brown, Chairman**

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REQUEST FOR PROPOSALS (RFP) FOR REAL ESTATE MANAGEMENT SERVICES

SECTION I: OVERVIEW OF THE REQUEST FOR PROPOSALS (RFP)

A. INTRODUCTION

Governments and public agencies at all levels across the nation are beginning to realize the enormous value of their real estate portfolios. Equally important, agency officials recognize that many of their real estate assets are underutilized. A large portion of these underutilized properties are strategically located among successful privately-owned commercial developments. Using the public/private partnership approach, these properties could be commercially developed and generate a substantial amount of revenue. This revenue includes the proceeds from the sale, or lease of properties to private developers. CTA seeks to create public/private partnerships to realize income which is contingent and non-contingent on the performance of the commercial development. CTA ultimately seeks both a guaranteed income and to participate in the developer's "upside". Not only can CTA realize a new stream of income, but state and local agencies can realize significant tax revenue from public/private real estate projects. These taxes are applicable to the leasehold improvements and include property tax, sales tax, hotel occupancy tax, as well as other taxes.

B. OVERVIEW OF THE CTA

1. The Chicago Transit Authority (CTA) is the nation's second largest transit operator. The CTA estimates system ridership at 458.2 million in 2006. This annual ridership count is equal to approximately 1.5 million trips per weekday. This is an increase of 1.6 million riders over the 2005 forecast. This ridership increase is driven by improvements in service design and delivery, higher fuel prices and changing demographics.

2. The CTA service area includes 220 square miles in Chicago and 40 suburban communities. The service area includes 3.9 million people.

3. Management of CTA real estate has been consolidated in the Real Estate Asset Management unit which is currently organized as follows:

a. Reporting Structure – Property and Real Estate Asset Management is currently composed of three main areas and a building manager which are overseen by a Director. The Director reports to the Executive Vice President, Management & Performance who, in turn, reports to the CTA's President. An administrative assistant also reports to the Director.

b. Administrative Services – This area is primarily responsible for the administrative functions of the 567 West Lake, 120 North Racine buildings and two leased properties (at IIT and 350 N. Orleans). 567 West Lake contains CTA office and retail space leased out by CTA. 120 Racine is also an office building. Among other things, staff monitors the activities of its building management firm, represents the CTA in lease negotiations in the aforementioned buildings, manages office moves, responds to CTA personnel for office services. It is also responsible for the CTA mailroom located in 567 West Lake.

c. Real Estate Revenue – This area focuses on CTA revenue property activities. Among other things, staff oversees the day-to-day property management of concessions and retail storefronts, administers and monitors leases, enforces CTA regulations concerning CTA leased property, ensures accurate budgeting information, administers CTA's contractors that provide automatic teller machines, yard and garden, vending, billboards and under el parking programs and manages the companies who operate CTA's park and ride program.

d. Real Estate Services – This area has the most contact with CTA employees and persons outside CTA. Among other things, staff manages, analyzes, negotiates and administers transactions needed to support CTA operations, such as licenses and rights of entry. Staff also works with the Engineering Department to identify potential property problems with a real estate project or transaction, maintains and updates CTA's real estate directory and PIN numbers, is responsible for ordering and analyzing, appraisals, title commitments and surveys. Staff also answers freedom of information requests, interrogatory answers for litigation, and general real estate ownership questions.

C. THE CTA TRANSIT MISSION

The CTA delivers quality, affordable transit services that link people, jobs and communities.

The CTA will accomplish its mission with a diverse workforce that is:

1. Courteous— CTA will create a pleasant environment for their employees and our customers.
2. Innovative—CTA will seek out and encourage employees who initiate change, improvement, learning and advancement of our goals.
3. Motivated—CTA will meet each task with spirit, enthusiasm and a sense of pride to be second to none.
4. Professional—CTA will provide transit service with the highest standards of quality and safety for their customers and CTA employees.
5. Reliable—CTA will be dependable for their customers and fellow employees, and will maintain the highest standards of trust.
6. Results-Oriented—CTA will focus on getting the job done and will derive personal satisfaction from the service they provide.

D. CTA COMMITMENTS

CTA will accomplish its mission by:

1. Setting clear goals, standards and priorities.
2. Communicating openly with customers and employees.
3. Helping all CTA employees develop to their fullest potential through enhanced training and education.

4. Being accountable to fellow employees and customers.
5. Supporting employees so that they can serve customers.
6. Engaging employees in decisions that affect them and their work and creating a stronger sense of ownership among CTA employees.

E. BACKGROUND OF THE CTA MANAGEMENT AND OPERATIONS TRANSFORMATION PROCESS

1. Overview of RFP - Since 1997, CTA has reduced operating costs by over \$760 million, while increasing both bus and rail service. The CTA is now reviewing operations throughout the CTA to determine how additional operating efficiencies can be achieved.

The CTA has a vast portfolio of real estate assets ranging from railroad rights-of-way, bus turnarounds, power supply facilities, office buildings, surplus parcels that remain unused at a project site after completion of transit facilities, and properties that are rendered surplus by changing uses.

To enhance internal controls, increase the economic performance and decrease operating expenses, the CTA is considering outsourcing all or part of the management and operations of CTA-owned real estate portfolio properties. In a manner consistent with the CTA's on-going Transit Mission, effective, efficient, state-of-the-art real estate asset management is the expected result of this unique public/private initiative.

2. Summary of the CTA Real Estate Directory

a. In April 2006, CTA issued an updated real estate inventory. This inventory is organized into ten sections:

Section 1: Rail System Right-of-Way

Section 2: Rail Vehicle Service Facilities/Yards

Section 3: List of Rapid Transit Stations by Specific Address

Section 4: Electrical Substations

Section 5: Park & Ride Lots

Section 6: Bus Garage & Maintenance Facilities

Section 7: Bus Turnarounds

Section 8: Miscellaneous Facilities

Section 9: Rental Properties

Section 10: Unused Property

b. The complete inventory is contained in Exhibit N to this RFP. While it is substantially correct, its accuracy is not guaranteed. Particular attention is called to the extent and nature of the CTA's control over each of these properties; the nature and extent of the control will govern the real estate management actions and must be determined for each parcel from the history, documents and law. Attention is drawn to these specific contractual limits on CTA's interests:

- 1) CTA's electrical substations are subject to certain contractual agreements with CTA's utility, Commonwealth Edison.
- 2) For properties funded by the Federal Transit Administration (FTA), the contractor must follow FTA procurement and revenue contracting rules, including FTA Circular 4220.1E, as amended from time to time. You can visit FTA's web site at www.fta.dot.gov for further information regarding the circular.
- 3) Certain brokerage and building management contracts are already in existence. Any contracts awarded pursuant to this request for proposals will be subject to these agreements.

F. PURPOSE OF THE REQUEST FOR PROPOSALS

1. Overview of the Needed Real Estate Management Services
 - a. This request is for proposals on one or more service packages, including alternative proposals at the proposer's option, and CTA may award one or more contracts.
 - b. The CTA seeks proposals for professional real estate management services (REMS) for the properties within the portfolio of CTA-owned and leased property located throughout the Chicago metropolitan area.
 - c. CTA may award one or more contracts, more fully described below. The selected proposer(s), hereinafter called the REMS contractor(s), will be required to provide full-service, industry-standard real estate management services necessary to lease, operate, and maintain the assigned CTA-owned real property, buildings, leaseholds, concessions and appurtenant improvements, on behalf of the CTA, subject to any applicable collective bargaining agreement with CTA's unions. The REMS may be provided by one firm, which provides comprehensive services, or a multi-disciplinary team, possessing or able to deliver the following areas of expertise, as appropriate to each service package:
 - 1) financial analysis
 - 2) real estate law
 - 3) market demand analysis
 - 4) master planning
 - 5) civil engineering
 - 6) soils testing
 - 7) public/private finance and development
 - 8) community outreach specialist
 - 9) media relations
 - 10) real estate appraisal
 - 11) real-estate information system technology
 - d. In addition, the REMS contractor(s) shall have the capability to act on behalf of the CTA to further the acquisition or disposition of certain real property from time to time. The REMS contractor(s) will provide these services on a full-time basis 24 hours, seven days per week, 365 days per year including all regular and emergency property management services.

e. The REMS contractor(s) will at all times strive to enhance customer service and convenience, cost effectiveness and operational efficiency that supports and/or expands the Transit Mission of the CTA. Because the CTA requires cost effective services and operational efficiency, the REMS contractor(s) must be headquartered, or have a branch office located within Cook County; quick response times to communications with personnel at 567 West Lake and knowledge of the relevant real estate markets are advantageous to CTA.

2. Organization of Real Estate Management Services to be Outsourced

a. Overview - While continuing to improve its accomplishment of its primary mission as well as maintaining open and positive community relations with local government officials and their constituents, the primary objectives of outsourcing REMS are to increase operational efficiency and enhance revenues through the resourceful utilization of CTA-owned land and buildings.

b. Five Baseline Contract Packages and Alternative Proposals - CTA wishes to award one or more contracts to outsource the REMS. To maximize the mutual benefit from the public/private partnerships represented by the contract(s) and to offer free rein to the capabilities, insights, and creativity of proposers, CTA wishes to afford proposers flexibility with regard to the number and scope of the contract(s). However, to give proposers as much information as possible about CTA's needs as well as to facilitate expeditious negotiation of REMS contract(s), CTA has packaged the REMS in five types of services (packages); the concession property management package is further allocated among three portfolios of properties for up to three concession property managers. These five packages as defined in this RFP are the baseline service packages. CTA is requesting proposals for one or more of the baseline packages. If proposers submit offers on one or more of the baseline packages, CTA will also consider alternative packages of the REMS suggested by proposers, and may discuss these alternatives and may negotiate contracts based on these alternatives with one or more proposers following submission of proposals.

c. Proposals for each of the packages should be separated and formatted as described in the submittal instructions, below.

The real estate functions have been organized into five baseline Service Packages:

Package 1: Real Estate Management Oversight

Package 2: Operating and Support Property Management

Package 3: Concession Property Management (three contract portfolios)

Package 4: Real Estate Information Management

Package 5: Transit-Oriented Development (TOD) Representation

- d. The real estate functions to be outsourced include:
- 1) Package 1: Real Estate Management Oversight (REMO)
 - a) Planning to optimize value (for example, through continuously applying knowledge of development practices to position CTA's assets in the most advantageous status)
 - b) Manage revenue and non-revenue producing development
 - c) Acquisition of real estate
 - d) Disposition of real estate
 - e) Comprehensive oversight (including technical direction and recommendation regarding all payments and contract changes and collecting all revenues) of the other REMS contractor(s)
 - 2) Package 2: Operating and Support Property Management (O&SPM)
 - a) Manage CTA owned assets listed as non-concession assets
 - b) Structure and negotiate land leases
 - c) Manage leases where CTA is the lessee ("lessee leases")
 - d) Maintain properties listed as support properties (CTA's Facilities Maintenance Department will be responsible for maintaining or outsourcing maintenance of properties listed as operating properties)
 - 3) Package 3: Concession Property Management for one or more of the three portfolios (i.e., up to three contractors) listed as concession properties (CPM):
 - a) Manage lease-outs (including concessions)
 - b) Manage lessor leases
 - c) Maintain (or require lessor to maintain) leased space
 - 4) Package 4: Real Estate Information Management (RIM)
 - a) Automate, add to, improve, and operate a real estate information system, including document management and real estate database incorporating geographic information system capabilities
 - 5) Package 5: Transit-Oriented Development (TOD) Representation (TODR)
 - a) Identify and Explore Transit-Oriented Development opportunities
3. The REMS Contract Terms
- a. Whether one or more contract(s) is/are awarded, each contract term shall be for five years with options to extend the term at the sole discretion of CTA for up to three additional years.

Based on the organization of this solicitation into five service packages, the CTA reserves the right to award one or more contracts for these services. Based in part on the responses, CTA may also consider staggering the

effective dates of the contracts, and may invite one or more proposers to extend the terms of their offers or may subsequently request new offers to permit CTA to gain experience administering a portion of the REMS before proceeding with other portions. If it is in its best interest, CTA also reserves the right not to award a package or packages to any Proposer.

G. DESCRIPTION OF THE ASSIGNED CTA REAL PROPERTY ASSETS

1. The complete inventory is contained in Exhibit N to this RFP. While it is substantially correct, its accuracy is not guaranteed. It is summarized in the following paragraphs. If the properties assigned to a property manager are increased or decreased during the term of the contract, the property manager will have the same responsibility for any additional property as for the property in this inventory. In addition, in the event of poor performance or default, properties may be reassigned among the Operating and Support Property Manager and the Concession Property Managers at CTA's discretion. An equitable adjustment will be made in the terms of compensation if necessary to reflect the addition or deletion of assets. The Real Estate Management Oversight, Real Estate Information Management, and Transit Oriented Development Representative contracts include these expectable increases and decreases and will not require adjustment.

2. Section 1: Rail System Right-of-Way

All of the right-of-way owned by the CTA extends for 45.1 linear miles. The right-of-ways leased by the CTA extends for 3.5 miles. Other right-of-ways owned by entities other than the CTA extends for 44.68 miles.

3. Section 2: Rail Vehicle Service Facilities/Yards

The CTA has an interest in 12 rail yards, which include 5,146,303 square feet, or 118.14-acres of land.

4. Section 3: Rapid Transit Stations by Specific Address

The CTA has an interest in 179 rapid transit stations, which are located along the transit system. Most real estate professionals are aware that Transit-Oriented Developments (TODs) are gaining national attention as major opportunities for mixed-use developments on, or adjacent to transit stations. There is a growing demand to live, work and shop near transit stations. As specified in the inventory, some of these stations include non-transit uses that generate revenue for CTA. The ownership of CTA's rapid transit stations is contained in Exhibit M.

5. Section 4: Electrical Substations

The CTA has an interest in 60 electrical substations located throughout the transit system. The total land area under the 60 substations is 439,932 square feet, or 10.1-acres.

6. Section 5: Park & Ride Lots

The CTA also has an interest in 18 Park & Ride Lots. The smallest lot includes 31 parking spaces and the largest lot includes 1,633 parking spaces. The 18 lots include a total of 6,289 parking spaces. Assuming 325 square feet per parking space, the land area included in the 18 lots would be 2,043,925 square feet, or 46.92-acres. If several of the larger Park & Ride Lots

were converted from surface parking lots to a market-driven commercial development with one, or more garages, the CTA could realize new streams of income.

7. Section 6: Bus Garage & Maintenance Facilities

The CTA owns eight bus garages and one overhaul shop. The land area under the eight bus garages totals 5,145,444 square feet, or 118.1-acres. The land area under the smallest bus garage is 274,810 square feet. The largest bus garage includes 1,179,189 square feet, or 27-acres. Like many assets owned by stable businesses or public agencies, over decades of time, the land under some of these facilities has become extremely valuable and in high demand by developers. Depending on factors such as the availability of less expensive land in an operationally efficient location where a CTA facility would be accepted, market demand for commercial uses, and deal structure, the CTA is considering relocating one or more of these bus garages to generate income from the commercial development of the land under selected CTA assets.

8. Section 7: Bus Turnarounds

The CTA has an interest in 111 bus turnarounds. There are several turnarounds that include one or more acres of land but the land area included in most of the turnarounds is less than one-half an acre. Consequently, most of these sites do not lend themselves to traditional commercial development.

9. Section 8: Miscellaneous Facilities

The 20 miscellaneous facilities owned or operated by the CTA are organized into four categories: 1) warehouse; 2) training facilities; 3) storage facilities; and 4) maintenance shops. As in the case of the overhaul facility and bus garages, where the operational function can be economically relocated in a manner acceptable to the affected communities, these facilities represent potential public/private development opportunities.

10. Section 9: Rental Properties

This category of real estate assets owned by the CTA includes 126 retail and concession areas and 21 other rental properties. See Exhibit M for further detail

11. Section 10: Unused Property

The CTA also has an interest in 14 properties currently not being used for operation and maintenance of the transit system. Most of these properties are vacant and range in size from 3,000 square feet to 203,866 square feet. The total land area included in these 14 properties equals 345,997 square feet, or 7.94-acres.

SECTION II: SCOPE OF WORK

A. OVERVIEW

The REMS are to be of a scope and quality generally performed by experienced real estate managers responsible for a diverse portfolio of property types and uses. Each prime contractor should have been operating for a minimum of five years. The assigned Principal-in-Charge and Project Manager should each have a minimum of 15 years of experience in the management of real estate portfolios. Services shall be provided in accordance with the highest industry

standards of professionalism and practice. All services, trade practices, programs, and initiatives shall conform to all applicable codes and regulations and fully comply with and complement the CTA Transit Mission. Experience with the real estate division at other transit properties is desired by CTA.

The Basic Scopes of Real Estate Management Services ("Basic Scopes") are included in this Request for Proposals for each of the five service packages, but offerors are encouraged to also offer alternative proposals with improvements in the scope of services.

The REMS contractors may represent CTA or speak on CTA's behalf in a range of settings. CTA's real property and contractual rights should not be diminished by this representation or agency, and many substantial decisions will require advance approval or action by CTA. Each proposal shall state the delegation of authority from CTA to the contractor that is proposed. A uniform and coordinated delegation of authority will be negotiated with the selected contractor(s).

B. PACKAGE 1: REAL ESTATE MANAGEMENT OVERSIGHT

1. CTA's own staff and public officials will approve all acquisitions and dispositions based on CTA's public mission. The Real Estate Management Oversight contractor ("REMO") will be responsible for continual detailed review of CTA's projected requirements, the current portfolio of real assets, and the opportunities for better utilization of existing and projected assets. The REMO will submit annually a recommended real estate plan and monthly updates to the plan. The annual action plan will include all recommended actions to be taken in the next year. All recommended actions will be organized into the five Service Packages.

2. The REMO will oversee the other REMS contractors under the supervision of CTA. The REMO will make recommendations regarding all payments to REMS contractors and all changes in REMS contracts. The REMO, in cooperation with the CTA Finance Department, will be responsible for the collection of all revenues from REMS contractors and from all CTA lessees.

3. More specifically, the REMO will:

a. Review and analyze the regulations and processes that govern the acquisition, use, management, lease, concession and disposal, etc., of CTA real property assets.

b. Work closely with appropriate CTA personnel to estimate and plan the CTA's building and property needs over the next ten years. This estimate and plan will be utilized to forecast the CTA's occupancy requirements, schedule for modifications or expansion, capital requirements, own vs. lease analysis, and other similar information useful in planning for the future CTA occupancy requirements.

c. Perform an opportunity assessment of the assigned CTA properties. At a minimum, this objective shall include:

1) Develop and prioritize methods to reduce operating costs.

2) Evaluate assigned CTA properties with the objective of maximizing revenue potential and/or savings, by utilizing a higher and better use, potential commercial transit oriented development, public/private partnerships, and/or

other alternative acquisition or disposition strategies. This will include developing revenue enhancing strategies for any assigned property that is deemed underutilized or surplus. This will also include sale of advertising space, if approved by CTA, at properties other than rail stations and sale of naming rights for any CTA assets or services if approved by CTA. The REMO will coordinate with the administrator of the CTA contract(s) for sale of vehicle and station advertising to ensure no obligation to another contractor is impaired.

3) Develop and analyze the economic feasibility, cost estimates, pro formas and other financial analysis of the current and proposed property uses and recommended development opportunities.

4. The REMO will also review CTA procedures and policies related to real estate. The REMO would be responsible for tasks such as:

- a. Recommend procedural changes that make CTA more responsive to CTA tenants and potential real estate customers.
- b. Identify ways to standardize CTA property documents
- c. Identify and implement new collection procedures with the objective of reducing outstanding receivables and maintain annual aged receivables at better than industry standards.
- d. Update existing out-of-date documents to current market standards.
- e. Begin a program of identifying and curing encroachments on CTA right-of-ways in cooperation with the Operating and Support Property Manager and the Concession Property Manager.

5. If CTA awards a REMO contract and also awards other REMS contracts to other firms, the REMO will be responsible for coordination with the other contractors. The REMO will represent CTA's interest in all dealings with other contractors and will act on behalf of CTA in directing the other contractors. A CTA employee may be assigned to supervise the REMO contractor. If any REMS contract believes that its contract does not obligate it to comply with the direction of the REMO or otherwise believes that the direction of the REMO is not in CTA's best interest, or is otherwise aggrieved by the direction of the REMO, the aggrieved contractor may bring the facts in writing to the CTA project manager and may request remedial direction to the REMO. In no case will the terms of any REM contract be changed unless the change is in writing approved by CTA.

6. If CTA does not award package 5 in its entirety, CTA reserves the right to award phase I (Identify and Prioritize TOD Opportunities) of Package 5 (TOD) to the successful proposer for Package 1, if it is in CTA's best interest. However, to be considered for award of phase 1, Package 5 in this manner, the Proposer must submit separate pricing for phase 1 of Package 5.

C. PACKAGE 2: OPERATING AND SUPPORT PROPERTY MANAGEMENT

1. The Operating and Support Property Manager (O&SPM) will manage buildings and other properties leased by CTA as lessee, including administration of the lease agreements. Unlike the REMO, the O&SPM will deal with the day-to-day management issues, but only of a subset of CTA properties. The O&SPM will coordinate with the REMO on the longer range

programs and planning tasks. Operating properties include vehicle and component storage facilities; bus garages; rail car storage and repair facilities; vehicle and facility maintenance and overhaul shops; electrical substations, traction power supply system, signals, train control and train communication system; rail system rights-of-way; track and track structures; station areas excluding concession properties; and turnarounds, all as enumerated in Exhibit D. Support facilities include non-operating office buildings and training facilities owned and occupied by the CTA as enumerated in Exhibit D. Facilities whose use is for both operating and support functions will be assigned according to their primary use. The O&SPM will manage all these facilities but will be responsible for maintenance of only Support facilities. In the Basic Scope CTA will provide for the maintenance of the operating facilities. In alternative proposals, proposers are encouraged to specify the operating facilities for which O&SPM maintenance would serve CTA's transportation mission, would be economical, and would preserve or enhance CTA's relationships with affected unions.

2. The O&SPM will be subject to all existing policies, procedures and utilization of the various CTA operating departments and affiliated labor unions for services. The O&SPM will at all times abide by and incorporate these policies and procedures into the implementation of O&SPM's day-to-day responsibilities and services. The specific responsibilities of the O&SPM will include:

- a. Day-to-day management of the assigned CTA-owned property to ensure the properties are operated and (in the case of Support Properties) maintained in accordance with CTA objectives in an efficient and safe environment;
- b. Manage and operate all assigned CTA properties, whether owned, leased, or operational properties, in a manner that maximizes revenue and reduces costs. Revenue producing facilities include retail space, Park & Ride lots and revenue generators such as: bill boards and vending machines.
- c. Monitor the accurate and appropriate collection and disbursement of funds, rents, deposits, accounts receivable/payable, and other funds owing from third parties to CTA shall be payable to CTA and deposited directly into a CTA account by the third party, but the O&SPM shall have responsibility for timely and complete receipt by CTA; arrangements for the O&SPM to have ready access to the transaction history of these accounts should be discussed in the proposal;
- d. Manage leasing and other marketing related inquiries from prospective tenants;
- e. Serve as primary point of contact between the CTA and the various CTA departmental occupants, and third party tenants;
- f. Negotiate and manage lease, license or other real estate transactions;
- g. Maintain recurring occupancy and regulatory permits necessary for the assigned CTA-owned property, including construction permits;
- h. Inspect as appropriate and secure property against encroachment or trespass or any unauthorized use, recommend and participate in any necessary legal proceedings or negotiations; and particularly identify and remove or resolve by agreement (with appropriate revenue) any encroachments on Operating Properties

- i. Formulate a safety plan for the assigned properties that identifies safety and emergency procedures and policies.
- j. Review and analyze the regulations and processes that govern the acquisition, use, management, lease, concession and disposal, etc., of CTA real property assets.
- k. Within 90 days of the effective date of the contract for Real Estate Property Management Services, the O&SPM shall provide the following:
 - 1) In April 2006, the CTA completed a "Real Estate Directory" (Exhibit N), which includes all real estate owned, leased or used by the CTA. The O&SPM will complete a review of the Real Estate Directory and submit recommendations to improve this important document.
 - 2) Assess the conditions of the assigned properties and appurtenances, including a review of existing operations, maintenance programs, deferred maintenance, service contracts, etc.
 - 3) Work closely with the CTA and the Real Estate Information Management Contractor to research, recommend, establish and implement a Data Base System for inventory and cataloguing all CTA-owned properties, relevant data and documents. This data base should include property identification, title and ownership status, physical description and data, graphics, lease and concession documents, legal and financial information, GIS data and other specific property details. The database shall be in a form and format that will centralize the information, improve management and modification of the information and facilitate preparation of detailed reports and analyses. Additionally, all legal documents relating to the CTA properties should be incorporated into a centralized document retention system with appropriate filing and tracking elements.
- 3. For support properties only, the O&SPM will:
 - a. Formulate a preventive maintenance plan with schedule and cost estimates in accordance with property needs, code requirements, upgrades, etc. The preventative maintenance plan will be submitted to the CTA for review, modification and/or approval.
 - b. Supervise employees, contractors and/or subcontractors engaged in property management, lease-related administrative functions, maintenance and repairs of support facilities
 - c. Engage or hire, compensate and supervise, all persons necessary to properly maintain and operate the properties and buildings. These persons shall be the O&SPM's employee(s) or subcontractor(s). The O&SPM needs to be aware that the CTA has contracts and agreements with certain unions.
 - d. Maintain the buildings and properties in such condition as required by the CTA pursuant to a preventative maintenance plan, prepared by the O&SPM and approved by the CTA. This plan shall include routine and preventative service and maintenance of all assigned properties and appurtenances, and

other repairs or alterations as may be required in the course of day-to-day maintenance and care of the properties. The O&SPM shall schedule and perform (or cause to be performed) supervise and ensure timely and acceptable completion of all building repair and maintenance services.

- e. Ensure that all buildings and properties are maintained to provide for the highest level of life safety for all persons, lessees, employees, visitors users, and transit patrons, and for the physical protection of the properties from casualty damage, neglect and dangerous conditions. The policies and procedures for safety shall be documented in a Safety Plan prepared by the O&SPM, approved by the CTA, and subsequently updated by the O&SPM on an as-needed basis.
- f. Ensure that the properties and improvements are in compliance with all applicable codes, regulations, laws, etc. at all times.
- g. Ensure that maintenance and repairs are performed by properly trained, qualified and duly licensed technicians.
- h. Solicit, bid and enter into maintenance and/or service contracts for any necessary HVAC, mechanical, elevator, janitorial, window cleaning, trash removal, landscape maintenance, vermin extermination, fire alarm testing/inspection and other such services as shall be necessary for the convenience, comfort and safety of the CTA, it's patrons, general public, tenants and concessionaires. The O&SPM needs to be aware that if the CTA is a party to any contract then the O&SPM should comply with CTA Purchase and Sale Regulations.
- i. Maintain detailed records of all work completed by all employees and subcontractors for each CTA property.
- j. Physically inspect each property on a monthly basis and determine maintenance, repair and/or upgrade needs and arrange for those services.
- k. Establish and maintain detailed records and files of all documents, receipts, contracts, service and maintenance logs, etc. pertaining to each property and the day-to-day operation and maintenance. All information maintained by the O&SPM relevant to the CTA and the assigned properties shall be available for the CTA to review at any time.
- l. Maintain regular, periodic and emergency teleconferences, on-site or off-site meetings and/or written communication as necessary with assigned CTA staff regarding all CPM services, building and property related issues and assignments.
- m. Conduct regular meetings with the CTA at a minimum on a monthly basis, (or other schedule as may be determined and agreed by the CTA and CPM).
- n. Provide written monthly reports to the CTA within ten (10) working days of the end of each month including:

- 1) a precise description of services provided to each property, including all systems and equipment,
- 2) number of employees/subcontractors involved,
- 3) costs incurred ,
- 4) a reconciliation of the monthly and annual operating budgets,
- 5) leasing activity, and
- 6) other information as required to keep the CTA fully informed.

D. PACKAGE 3: CONCESSION PROPERTY MANAGEMENT

1. The Concession Property Manager (CPM) will provide property management for the concession properties, which are defined as the properties listed as concession properties in Exhibit N. The CPM will provide day-to-day management of the assigned CTA-owned property to ensure the properties are operated and maintained in accordance with CTA objectives in an efficient and safe environment

2. Generally, the CPM will:

- a. Manage and operate all assigned CTA properties, whether lease, concession or operational other properties, in a manner that maximizes revenue and reduces costs. Concession properties are defined in Exhibit N and include retail space, concessions, Park & Ride Lots and revenue generators such as: bill boards and vending machines.
- b. Provide industry standard accounting systems and procedures and act as fiduciary on behalf of the CTA, administering the accurate and appropriate collection and disbursement of funds, rents, fees, deposits, accounts receivable/payable, etc.;
- c. Supervise employees, contractors and/or subcontractors engaged in property management, lease-related administrative functions, maintenance and repairs;
- d. Determine need for maintenance, repairs and upgrades and arranging for those services;
- e. Manage leasing, sales and other marketing related inquiries from prospective tenants, and concessionaires or buyers;
- f. Serve as primary point of contact between the CTA and the various CTA departmental occupants of adjoining or interacting space, third party tenants and concessionaires;
- g. Negotiate and manage lease, concession, sale and/or other real estate transactions;
- h. Maintain recurring occupancy and regulatory permits necessary for the assigned CTA-owned property;

- i. Inspect as appropriate and secure property against encroachment or trespass or any unauthorized use, recommend and participate in any necessary legal proceedings or negotiations.
3. More specifically, categories of responsibility of the CPM are
- a. Provide marketing of assigned CTA-owned properties.
 - 1) Provide complete leasing services to lease available properties to third party users. Any tenant leasing property must be in conformance with the applicable regulatory requirements, including zoning, and other use standards as may be established by the CTA and other regulatory agencies. The leasing criteria of any CTA-owned property must be approved in advance in writing by the CTA prior to the property being offered for lease. The CTA, as Lessor, must be continuously kept informed of the status of any proposed lease that is being marketed or in negotiation with any third-party tenant. All proposed lease documents must be submitted to CTA for review, modification, approval and/or final negotiation prior to acceptance and execution. The CTA will be particularly sensitive to proposed land uses and development scope, both of which must be responsive to local government comprehensive plans, zoning and development regulations. Any development of land leased from the CTA must also be responsive to local community goals and objectives, and if the local government has completed design guidelines, the proposed development must be in compliance.
 - 2) Leasing practices should consider all opportunities to:
 - a) enhance revenue sources including base rent, percentage or other incentive rents, escalations, etc.,
 - b) increase operational efficiencies,
 - c) decrease expenses, and
 - d) enhance the CTA Transit Mission.
 - 3) Provide the capabilities and licensure to act as commercial real estate broker on behalf of the CTA in order to offer property for sale or lease at such time as the CTA deems it appropriate to sell or lease any assigned property.
 - 4) Negotiate leases, agreements, financial transactions and/or contracts with prospective tenants according to CTA policy and practices.
 - 5) Work closely with CTA counsel to draft commercial leases, rental agreements, sales contracts and other similar documents and oversee and manage timely delivery of and response to such documents. The CTA views licenses as a core essential function. Consequently, licenses are not included in the scope of work for the CPM with the exception of reviewing and presenting ways to improve licensing procedures. The primary objective would be to reduce the response time.
 - 6) Manage the advertising, signage, and/or posting of notices as necessary, or as required by law, for the leasing, sale, or other real property disposition.

7) On an on-going basis, develop creative approaches, ideas or initiatives that utilize CTA-owned property, increase revenue, improve operational efficiencies and/or enhance the CTA Transit Mission. This may include new opportunities for lease or concession revenue, marketing CTA properties for special events, or other revenue enhancing innovations.

8) Work closely with the CTA marketing department to identify underutilized, new and/or expanded opportunities to sell advertising space(s), naming rights, pouring rights that exclude competitors' products from being promoted or served or sold, and other similar practices, on or within CTA properties.

b. Administer Leases, Concessions and Contracts.

1) Ensure the maximum timely receipt by CTA of all rents, fees, deposits, expense payments and other sums due and payable to the CTA for all assigned leased and concession properties pursuant to any terms and amounts as specified in the lease and concession agreement(s); all rents, fees, and other funds owing from third parties to CTA shall be payable to CTA and deposited directly into a CTA account by the third party, but the CPM shall have responsibility for timely and complete receipt; arrangements for the O&SPM to have ready access to the transaction history of the accounts should be discussed in the proposal;

2) Evaluate, respond to, and implement requests from tenants concerning repairs, improvements, modifications to existing leasehold spaces and new tenant improvements.

3) Physically inspect property on a monthly basis to ensure conformation to lease and concession terms and property use.

4) Review and ensure that all lease and concession terms are met by the tenants, including insurance and risk management provisions. The CTA will establish the insurance requirements for each agreement. In all instances, the REM shall endeavor to minimize the exposure to loss or risk of the CTA.

5) Upon termination or expiration of any lease or concession agreement, reconcile tenant reimbursements for deposits, calculate pro-rated rent(s), charges, offsets, etc., and fully itemize and document such reconciliations for approval of the CTA.

c. Provide Day-to-Day Financial Management of the CTA Properties Assigned to the CPM.

1) The CPM will provide all necessary financial services, including accounting, annual budget preparation and administration, and annual and monthly operating and budget variance reporting for properties assigned to the CPM. The CPM will implement comprehensive financial and accounting systems for the assigned CTA properties consistent with industry standard systems and procedures.

- 2) Account for and deposit all revenue receipts, immediately as received.
 - 3) Implement an accounts receivable and payable system that ensures timely and secure receipts and payments on behalf of the CTA. Reconcile all accounting on a monthly basis and provide the CTA with supporting monthly reports and documentation.
 - 4) Review, analyze, approve and account for, pursuant to the approved operating budget, all invoices for services, work, and supplies used in connection with maintaining and operating the property.
 - 5) Maintain accurate and thorough property management records pursuant to accepted industry standards.
- d. Provide Day-to-Day Physical Asset Management of all Assigned CTA-owned Properties.
- 1) Engage or hire, compensate and supervise, all persons necessary to properly maintain and operate the properties and buildings. These persons shall be the CPM's employee(s) or subcontractor(s). The CPM needs to be aware that the CTA has contracts and agreements with certain unions.
 - 2) Maintain the buildings and properties in such condition as required by the CTA pursuant to a preventative maintenance plan, prepared by the CPM and approved by the CTA. This plan shall include routine and preventative service and maintenance of all assigned properties and appurtenances, and other repairs or alterations as may be required in the course of day-to-day maintenance and care of the properties. The CPM shall schedule and perform (or cause to be performed) supervise and ensure, timely and acceptable completion of all building repair and maintenance services.
 - 3) Ensure that all buildings and properties are maintained to provide for the highest level of life safety for all persons, lessees, employees, visitors users, and transit patrons, and for the physical protection of the properties from casualty damage, neglect and dangerous conditions. The policies and procedures for safety shall be documented in a safety plan prepared by the CPM, approved by the CTA, and subsequently updated by the CPM on an as-needed basis.
 - 4) Ensure that the properties and improvements are in compliance with all applicable codes, regulations, laws, etc. at all times.
 - 5) Ensure that maintenance and repairs are performed by properly trained, qualified and duly licensed technicians.
 - 6) Solicit, bid and enter into maintenance and/or service contracts for any necessary HVAC, mechanical, elevator, janitorial, window cleaning, trash removal, landscape maintenance, vermin extermination,

fire alarm testing/inspection and other such services as shall be necessary for the convenience, comfort and safety of the CTA, it's patrons, general public, tenants and concessionaires. The CPM needs to be aware that if the CTA is a party to any contract then the CPM should comply with CTA Procurement Guidelines.

7) Maintain detailed records of all work completed by all employees and subcontractors for each CTA property.

8) Physically inspect each property on a monthly basis to determine maintenance, repair and/or upgrade needs.

9) Establish and maintain detailed records and files of all documents, receipts, contracts, service and maintenance logs, etc. pertaining to each property and the day-to-day operation and maintenance. All information maintained by the CPM relevant to the CTA and the assigned properties shall be available for the CTA to review at any time.

10) The CPM will be subject to all existing policies, procedures and utilization of the various CTA Operating Departments and affiliated Labor Unions for services. The CPM will at all times abide by and incorporate these policies and procedures into the implementation of CPM's day-to-day responsibilities and services.

e. Communicate with the CTA.

1) Maintain regular, periodic and emergency teleconferences, on property related issues and assignments. On-site or off-site meetings and/or written communication as necessary with assigned CTA staff regarding all CPM services, building and

2) Conduct regular meetings with the CTA at a minimum on a monthly basis, (or other schedule as may be determined and agreed by the CTA and CPM).

3) Provide written monthly reports to the CTA within ten (10) working days of the end of each month including:

a) a precise description of services provided to each property, including all systems and equipment,

b) number of employees/subcontractors involved,

c) costs incurred ,

d) a reconciliation of the monthly and annual operating budgets,

e) leasing activity, and

f) other information as required to keep the CTA fully informed

f. Conduct "Strategic Planning" for the efficient operation, maintenance and use of assigned properties.

g. Within 90 days of the effective date of the contract for Concession Property Management Services, the CPM shall provide the following:

- 1) In April 2006, the CTA completed a "Real Estate Directory", which includes all real estate owned, leased or used by the CTA. The REM will complete a review of the Real Estate Directory and submit recommendations to improve this important document.
- 2) Assess the conditions of the assigned properties and appurtenances, including a review of existing operations, maintenance programs, deferred maintenance, service contracts, etc.
- 3) Work closely with the CTA and Real Estate Information Management contractor to research, recommend, establish and implement a Data Base System for inventory and cataloguing all CTA-owned properties, relevant data and documents. This data base should include property identification, title and ownership status, physical description and data, graphics, lease and concession documents, legal and financial information, GIS data and other specific property details. The database shall be in a form and format that will centralize the information, improve management and modification of the information and facilitate preparation of detailed reports and analyses. Additionally, all legal documents relating to the CTA properties should be incorporated into a centralized document retention system with appropriate filing and tracking elements.
- 4) Formulate a Preventive Maintenance Plan with schedule and cost estimates in accordance with property needs, code requirements, upgrades, etc. The Preventative Maintenance Plan will be submitted to the CTA for review, modification and/or approval.
- 5) Formulate a Safety Plan for the assigned properties that identifies safety and emergency procedures and policies.

E. SERVICE PACKAGE 4: REAL ESTATE INFORMATION MANAGEMENT

1. This contractor shall maintain CTA real estate records in cooperation with the other REMS contractors and CTA. Provide formal and informal communications with the CTA Real Estate, CTA IT, REMS contractors, tenants, concessionaires, other public agencies, stakeholders, clients, transit customers, media and the general public. Such communications will be provided both on a regularly recurring basis, on an as needed basis, and, on an emergency basis.
2. The real estate information management (RIM) contractor is to provide all services, licenses, software, and equipment necessary to provide a fully functioning RIM capability ("Real Estate Information System") to CTA and to operate that capability for the term of the contract. The scope includes, but is not limited to:
 - a. Preparation of a design specification for the Real Estate Information System for review, revision, and approval by CTA
 - b. Acquiring in CTA's name all additional licenses and equipment required for the system; the proposal shall detail the organization for operating and maintaining the system, the number of users or licenses, and shall warrant the adequacy of the licenses and equipment proposed;

- c. Configuring, customizing, and completing required interfaces for CTA's Oracle financial software, CTA's ESRI ArcGIS system, and Interwoven's iManage/Worksite document management system, including any supplemental proprietary software required and any required additional licenses for all of the software, all in accordance with CTA IT architecture, software development, system documentation and applicable IT standards
- d. Collecting and entering all data, including transaction histories, that are cost-effective for the initiation and operation of the system (proposals shall state precisely the extent of the history that will be entered into the system)
- e. Training all CTA and REMS contractors users of the system and providing documentation adequate for CTA or a successor contractor to efficiently continue operation of the system after the RIM contractor ceases to do so
- f. Operating and maintaining the system for the term of the contract.

3. The three principal areas of information technology systems are real estate database, document management, and GIS (Geographic Information Systems).

Each of the CTA real properties as described above is subject to maintenance requirements and the related need for maintenance records. CTA receives inquiries from public officials (both elected and staff from other city agencies) and private parties regarding these properties, resulting in time-consuming investigations. Many properties offer the potential for revenues from tenants and concessionaires, necessitating property management recordkeeping. Some may hold potential for redevelopment and the related need for ready access to all relevant property information.

4. Each of these real estate assets is associated with extensive and diverse information including legal documents related to its acquisition and subsequent use, easements and licenses, financial performance data and tracking, contact information, relationships with adjoining neighbors, and physical status and condition. Original documents now stored in a file room, while carefully filed, are time-consuming to retrieve and refile. Many are vital historical documents, the loss of which could have serious consequences. The access to and use of the information contained in these paper documents is inefficient.

5. With improved document management and related systems in place, all of the useful information could be on the computer screen while the relevant documents remain securely in storage.

6. Real Estate Database

Real estate management (database) systems (Oracle 9 DBMS) will provide for storing current and historical data on each property so that managerial decisions can be made efficiently with all relevant file information readily available. The system must enable quick and interactive research and resolution of inquiries. The system will:

- a. About each property or group of properties such as location by address, type, use, PIN, ward, associated transit line, physical size, occupancy history, environmental and remediation status, funding sources and history, encumbrances.
- b. Provide timely response to inquiries from CTA management, public officials, potential buyers and tenants, and the public. These inquiries relate to ownership,

occupancy and use, availability, physical condition and dimensions, and historical transactions and events.

- c. Facilitate the process of regularly reviewing each property and its potential by enabling easy extraction from the database in a useful format.
- d. Provide financial information (capital investment and source of funds, amortization, rental income, operating expenses) for concise presentation and analysis.
- e. Facilitate analysis of comprehensive and concise information to identify areas of opportunity for increased revenue and/or reduced expense.
- f. Provide cross-indexing with bent numbers or other right-of-way identification, utility easements, related signage, or identification of interested sister agencies.
- g. Allow the creation of additional data fields to accommodate information not contemplated when the system is set up initially.

7. Document Management

With the CTA's large real estate portfolio, paper records accumulate over time to a burdensome level. Further, needed information may be inconveniently available in a file room rather than at one's fingertips. Document security, retention, and accessibility are vital to prudent management. The real estate document management system will:

- a. Provide for secure, economical storage of original documents and substitute electronic information for routine reference to real estate documents.
- b. Make retrieval and refilling of the electronic records efficient and accessible to more than one user at the same time.
- c. Provide that original documents are scanned and then stored off-site. Scanned versions must be readily available to authorized users.
- d. Use, optical character recognition to convert a "picture" of the document into a text document that can be edited for future use where cost-effective.
- e. Utilize bar-coding documents or an equally cost-effective method for inventory and retrieval.
- f. Provide for use of the documents in word processing or publication applications
- g. Facilitate fast and more accurate responsiveness to inquiries.
- h. Facilitate more productive analysis and decision-making by easier access to information managed by the systems, with less effort devoted to related clerical work.
- i. Provide dashboard technology, so that various levels of management have access to needed document information without the burden of unnecessary detail.
- j. Facilitate finding a specific document,
- k. Coordinates sharing of documents,

l. Track multiple versions of the same document and its history including identification of those editing it and dates of edits, and

m. Establish archiving protocol.

n. Meet customary standards of electronic document management in the real estate industry

8. Geographic Information System

Utilizing CTA's ArcGIS, ArcIMS (web based mapping) and special database (Oracle 9) so that CTA service facility (rail line, station, and bus stop) data can be integrated, the real estate GIS module will incorporate the following for CTA's entire real estate inventory:

a. Lot lines, tax parcels, utility lines and connections, curbs, demographic data, topography, ward boundaries, etc.

b. Each CTA parcel in relationship to adjacent properties with their physical relationships, boundaries, easements and potential or actual encroachments.

c. Through the use of aerial photography currently conducted annually for the City of Chicago, changes in use and physical attributes, and accurate comparisons to CTA lot lines and easements.

F. SERVICE PACKAGE 5: TRANSIT-ORIENTED-DEVELOPMENT (TOD) REPRESENTATION

1. The CTA has an interest in 179 transit stations, 111 bus turnarounds and 18 Park & Ride Lots. In conjunction with the CTA staff, the TOD Representative (TODR) will analyze all existing transit stations to identify any TOD opportunities. For many of the transit stations, the existing development within 1,500 feet of the station will be vacant or underutilized. For many stations, CTA owns land within 1,500 feet of the station. (Federal funding programs use 1,500 feet as part of their criteria to fund projects). Depending on location, market demand and cost of demolition, the redevelopment of these properties could represent a substantial amount of non-tax income for CTA. The tax revenue generated by the commercial development of these station areas will also be substantial and serve as the basis to form "Public-Public" Partnerships between the CTA and the cities and county with jurisdiction over these sites. Based on the amount of tax revenue generated, the city and/or county receiving that tax revenue may construct needed infrastructure and/or provide a capital investment, as well as facilitate implementation of the TOD.

The TODR will also explore the potential commercial development of the 18 Park & Ride areas and the 111 bus turnarounds, with the assumption that any new development would be required to accommodate the current number of CTA parking spaces and buses. Any future expansion by CTA of its bus or rail system and/or its facilities shall be included as part of the Package 5 contract.

2. The REM Scope of Work for this Service Package should be completed in two phases. Phase 1 should be focused on identifying and prioritizing TOD opportunities throughout the CTA transit system and including the 179 transit stations. The focus of Phase 2 should be on completing the pre-development process for a select number of TODs identified as priority opportunities.

3. Phase 1: Identify and Prioritize TOD Opportunities

- a. Review all existing and proposed transit stations as the first step in determining the priority opportunities which proceed to Phase 2. Evaluation criteria would include factors such as: development density, allowed density, land ownership, zoning, etc.
- b. Overlay CTA owned land and facilities located within 1,500 feet of a station.
- c. Identify potential sites to be acquired by the CTA
- d. Identify the ten highest priority TOD opportunities

4. Phase 2: Complete the Pre-Development Process for each of the ten TODs

The driving force behind the suggested pre-development process described below is to place the CTA in a position of strength to solicit developers and to negotiate the most advantageous Land Lease or Development Agreement. In other words, place the CTA on a level playing field with developers responding to the TOD RFQs and RFPs. The CTA needs to know the answer before they ask the question. If the CTA and REM do not follow this approach and simply issue developer RFQs and/or RFPs, the CTA will be totally dependent on developers to submit a fair and reasonable sharing of costs, risks, responsibilities and economic rewards. Most developers will not offer that without pressure from the public partner.

- a. Complete a market demand study
- b. Prepare a building program for the TOD site
- c. Complete a master plan for the TOD
- d. Complete a total development budget (TDB) for the proposed TOD
- e. Complete a developer pro forma for the TOD
- f. Develop a public/private finance plan, which may include one, or more “public-public” partnerships between the CTA and a city, county, or other public entities.
- g. Determine the optimum amount of land lease payments that a to-be-selected developer can make to the CTA, yet meet the requirements of the current equity and debt capital markets.
- h. Prepare a tax revenue analysis. The commercial developments included in the TOD will generate a significant amount of tax revenue, which may include property tax, sales tax and hotel occupancy tax.
- i. Determine the amount of a revenue bond that can be supported by the non-contingent land lease payment made to the CTA by the developer of the TOD.
- j. Determine the amount of a TIF-backed revenue bond that can be supported by the tax increment generated by the TOD.
- k. Manage the developer solicitation process.
- l. Assist the CTA to negotiate the land lease and/or development agreement.

5. CTA reserves the right to not award Package 5 in its entirety. Based on the responses it receives, CTA reserves the right to incorporate Phase 1 of Package 5 as part of Package 1.

SECTION III: MISCELLANEOUS REQUIREMENTS

A. NONDISCRIMINATION

1. As a major provider of public transportation and whose thousands of employees have extensive daily contact with the public, the Chicago Transit Authority (CTA) recognizes its responsibility to the community which it serves and is committed to a policy of nondiscrimination. It is the policy and commitment of CTA not to discriminate on the basis of race, color, national origin, or sex in the award and performance of any CTA contract or in the administration of its Disadvantaged Business Enterprise (DBE) Program.

2. During the performance of the contract, the successful contractor must agree as follows: it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry or handicap. The contractor will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. If the successful contractor hires additional employees in order to perform its contract(s), or any portion hereof, the successful contractor will determine the availability (in accordance with the Human Rights Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized. It will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The successful contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

B. DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (DBE)

1. In connection with the performance of this agreement, the successful contractor will co-operate with the CTA in meeting its commitments and 30% goal with regard to the maximum utilization of Disadvantaged Business Enterprises maximum practicable opportunity to compete for contractor or subcontractor work under this agreement. Substitution of a DBE subcontractor by the contractor both before and/or after the award requires that the replacement be a DBE subcontractor. CTA, solely, will determine the acceptance or rejection of any

justification for failure to meet established goals or any request for DBE substitution. The DBE goal shall apply as follows:

2. The Real Estate Management Oversight (REMO) will be responsible for receiving the DBE submittals for the redevelopment of any property.

- a. Construction, (i.e., carpentry, plumbing, electrical, etc.)
- b. Architectural engineering
- c. Excavation

3. The REMO will be responsible for allowing DBE firms to participate in the maintenance of facilities:

- a. Janitorial services
- b. Snow removal
- c. Painting
- d. HVAC, etc.

4. The REMO will be responsible for the solicitation of DBE firms to participate in the leasing of concessions:

- a. DBE lease holders
- b. DBE contractors for the build out
- c. DBE suppliers of products
- d. DBE architects.

5. the REMO will be responsible for ensuring DBE participation in the administration of the project:

- a. Accounting services
- b. Temporary personnel services
- c. Surveying
- d. Estimating, etc.
- e. Property manager

6. The REMO will be responsible for ensuring DBE participation on all revenue generated projects, (i.e., vending machine.) The DBE goal applies to all operating expenses and the cost of all capital improvements.

See Exhibit B regarding Special Conditions for DBE commitment.

C. INSURANCE AND BOND

Insurance will be required of the successful contractor. Fidelity and professional liability insurance are the minimum insurance types necessary under the contract. Other types of insurance may also be required. Exhibit I sets forth the minimum insurance requirements. The final type and amount of necessary insurance will be negotiated between the parties.

In addition to insurance, a performance bond (for package #2 only) and a fidelity bond will be required of the contractor. The amount and types of bonds will be negotiated between the parties.

SECTION IV: PROPOSAL REQUIREMENTS

A. INTRODUCTION Firms are invited to submit proposals to perform the work as described in Section IV, Scope of Work. Issuance of this RFP does not commit the CTA to pay any costs incurred in the preparation of this proposal. The CTA reserves the right to reject any or all proposals or parts thereof, to negotiate with any or all Proposers, and to award a contract to that Proposer whose initial proposal is most advantageous to the CTA, without further discussion or negotiations.

Submittals shall be prepared on standard size paper (8 ½" x 11") with removable binding on the left hand side. The proposal shall contain sufficient detail to enable the CTA to evaluate it according to the criteria outlined in **Section IV. Proposal Evaluation and Award Process**.

B. ELEMENTS OF THE PROPOSAL Each proposal is to consist of three parts, each to be bound separately, with removable binding or stapled in the upper left hand corner, as follows:

Part 1 - Technical Proposal (10 copies)

Include examples of services provided to similar clients, preferably government entities, in managing their real estate needs.

Part 2 - Price Proposal (10 copies)

Include Proposal Sheet and completed Certifications Regarding Debarment for Primary and Lower Tier Participants, Drug Free Workplace Certification, Lobbying Certification, History of Your Company, Disclosure of Ownership, and Non-Disclosure Statements forms.

Part 3 - DBE Proposal (4 copies)

Including completed schedules B, C, and D as appropriate.

Each part shall contain a cover page which identifies the firm's name, the requisition number, the project name ("Real Estate Management Services"), and the name and phone number of a representative of the firm authorized to negotiate with the Authority.

Proposers should refrain from using expensive materials for their submittals. All submittals become the property of the CTA and will not be returned. Additional documents describing the Firm should be submitted as separate items.

The cover letter of this RFP lists the due date and address on which the proposals must be returned. Proposals received after the due date and time will be returned unopened.

C. TECHNICAL PROPOSAL (PART I)

1. Firm's Skill Set, Experience, and History

The Proposer must list and describe those skills that will assure the delivery of greatest value to the CTA. It must also describe its experience in successfully employing these skills along with specific examples of how its clients have benefited from these. The cited examples should address experience with entities similar to the CTA (preferably with transit or municipal accounts) and pertain to properties comparable in size and type those referenced in this RFP.

Company history in terms of mission, stability, quality, growth, innovation, and distinction in the real estate industry, should be described in terms of how the Proposer has built brand recognition that will attract potential tenants to CTA's properties.

Names and phone numbers of contact person(s) at **five** companies who may be contacted for reference in connection with the cited services shall also be included.

2. Company Description, History, Experience, Financial and References

- a. Briefly describe the company and its history, and provide all relevant information, including the location of office(s) and a narrative describing how the requested services in this RFP are compatible with the firm's primary services.
- b. Provide a brief description of five similar assignments performed by the firm, specifically portfolios with diverse property types and services as described herein. Identify any assignments of the firm located in the Chicago area.

3. Strategy to Be Followed In Fulfilling the Scope of Work

Each proposer shall provide a project plan. The project plan should include a detailed description of the methodology to be used in achieving the objectives of the CTA, maintaining the CTA Transit Mission, and accomplishing the tasks described in the basic scope. Describe the methodologies that have been successfully employed in other engagements of similar size and complexity. Include specific information, including day-to-day implementation strategies, for each plan and schedule subsection. The project plan should include:

- a. Business Plan
- b. Financial Management Plan
- c. Property Management Plan
- d. Strategic Plan
- e. Schedule

4. Staffing

- a. Each Proposer shall provide a description of its existing overall organizational structure and a detailed description of the proposed organizational structure (including resumes of all key personnel) and listing of subcontractors to be used in the handling of this project. The proposed organizational structure must clearly indicate all areas of responsibility and qualifications for all key personnel.
- b. A Project Manager, intricately involved in providing the contracted services, will be among those identified as key personnel and who will be contractually committed to providing service. This person will be responsible for reporting to the CTA will serve as a single point of responsibility between the firm and the CTA.

c. Identify any professional real estate industry designations of key personnel:

- 1) Professional Certifications
- 2) Valid Illinois Real Estate Broker's/Sales License
- 3) Other professional real estate or trade designations or affiliations.

d. Key employees whose positions require licensing by any governmental 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 or better qualifications. CTA will not pay for training of the contractor's employees or agents as it relates to this RFP.

5. Firm's Financial Resources and Stability

Documents supporting firm's financial ability shall be included as well. These are to include:

- a. Audited financial statements for the past two (2) years.
 - b. Disclosure of any prior or ongoing contract failures, bankruptcies, contract breaches, any civil or criminal litigation or investigation pending which involves the Proposer or its subcontractor, and a list of all judgments, claims, and/or lawsuits to which the Proposer has been a party during the five-year period preceding this RFP.
 - c. At least two (2) accounts lost during the last three years and the reason why. Please include contact name, title, and phone numbers.
 - d. Names of your top three (3) competitors and a description of your competitive advantage over those competitors.
 - e. Describe the business structure of the firm (i.e.: corporation, partnership, joint venture, etc.). List the name, titles and provide the resumes of the principals. Provide at least three financial and banking references that may be contacted to verify the financial condition and history of the firm.
6. Describes how the firm will interact with CTA should it be awarded a contract with CTA.

D. PRICE PROPOSAL (PART II)

1. The CTA is interested in assuring that the selected Proposers will perform the work under the contemplated contract in a manner that is cost effective for the CTA. The CTA will make the award to the responsible Proposer whose proposal is most advantageous to it. Accordingly, the CTA may not necessarily make an award to the Proposer with the highest technical ranking nor award to the Proposer with the lowest Price Proposal if doing so would not be in the overall best interest of the CTA.

2. Price Proposal

- a. CTA urges REMS proposers to structure their fee so that all, or a significant portion of the fee is based on performance. The performance based fee should be based on net cash generated for CTA, reduced by as many of the costs that are

controlled or influenced by the contractor as is possible. Proposals will be evaluated in part by how effectively the proposal serves these objectives.

b. Proposals should set out separate fee proposals for each service package for which a proposal is submitted. If an award for more than one Package would affect the proposer's offer for another Package, the relationship should be briefly described as part of the cost proposal.

c. CTA invites proposers to develop creative fee structures. For example, proposers should consider fees for Service Packages 3 and 5, which are a percentage of the non-tax income (contingent and non-contingent Land Lease payments) paid by developers to CTA. Note – Formal Price Proposal may be required of all Proposers in the competitive range prior to the submission of a best final offer.

d. For each of the fee proposals, the following components of fee should be submitted, with a clear definition of the basis of each computation required:

e. Detailed presentation of fees for Basic Scope of Real Estate Asset and Property Management Services and services to be rendered for each fee category

- 1) Base Management Fee
- 2) Percentage-based Management Fee
- 3) Commissions
- 4) Incentive Fee based on Achieved Savings

Hourly Fee for additional services

f. Additional Services which are not included in Basic Scope and the applicable cost and fee rates.

g. Identification of specific excluded services and costs

E. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROPOSAL (PART III)

Complete the DBE requirements as required by Exhibit B – DBE Requirements. Submit separately sealed from Technical Proposal and Price Proposal. Describe your firm's policy and approach to utilize disadvantaged firms in order to comply with the DBE Requirements. The CTA encourages any team arrangements that will work to the benefit of this project. If such arrangements are made, the contractor must assume full responsibility for the work performed by all sub-contractors.

SECTION V: PROPOSAL EVALUATION AND AWARD PROCESS

A. PRIME OBJECTIVE & AWARD

The CTA's prime objective is to obtain a qualified Contractor or Contractors that have the experience, skills and resources to develop an effective plan to best represent CTA's interest in the management of its real estate resources.

If awarded, the Authority will award contracts to one or more responsible Proposers whose offers best conform to the requirements of this solicitation and provide the best value to the Authority.

B. EVALUATION 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 the responsible Proposer(s) whose offer best conforms to the requirements of this solicitation and is most advantageous to the CTA.

If awarded, the Authority will award contracts to one or more responsible Proposers whose offers best conform to the requirements of this solicitation and provide the best value to the Authority. In reviewing and evaluating the responses to this RFP, the CTA will consider the following factors, listed below in the order of their relative importance, beginning with the most important. As Proposals are considered by CTA to be more equal in their technical merit, the price proposal becomes more important. When technical proposals are valued as essentially equal, price is the deciding factor.

Evaluation Criteria

	Scored Criteria
1.	Soundness, completeness and feasibility of strategies proposed for achieving the Scope of Work;
2.	The Proposing firm's experience, with similar projects, skill, and history;
3.	Experience of the key personnel responsible for the Scope of Work;
4.	Firm's financial resources and stability;
5.	Proposed working relationship with CTA; and
6.	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 provided in the proposal. A proposal found to be based on inaccurate or misrepresented information will be dismissed from further consideration.

Firms in the competitive range, in contention for negotiations or award of the contract, may be required to make oral presentations. A Proposer's failure to report for an oral presentation will be cause for that Proposer to be dismissed from further consideration, provided that the CTA has given adequate notice for the Proposer to prepare for the oral presentation. **However, the CTA is not required to hear a presentation from any Proposer and reserves the right to issue a contract based upon the initial submittal without providing any firm an opportunity for oral presentation or negotiations.**

After determining which Proposers are in the competitive range, the CTA may conduct negotiations with those Proposers to discuss any deficiencies and to insure that the Proposers fully understand all the requirements of this RFP and have, or can obtain, the required equipment, personnel, materials, insurance, software, hardware or services. Should negotiations occur, 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 cost/price proposal to the CTA based on all the clarifications to the proposed Scope of Services included in the oral presentation and/or negotiations.

SECTION VI: EXHIBITS

The exhibits set forth in the table of contents are hereby incorporated into this RFP.

EXHIBIT A

Sample Agreement – Not for Execution

MODEL CONTRACT – NOT FOR EXECUTION



CTA PROFESSIONAL SERVICES CONTRACT PART A

Contract Number:

Contract \$ Value:

This Contract is made and entered into as of the _____, day of _____ 20____ by and between _____, a corporation/partnership/company having its principal place of business at _____ (hereinafter referred to as the "Consultant"), and Chicago Transit Authority, a political sub-division, body politic and separate municipal corporation having its principal place of business at 567 West Lake Street, Chicago, IL 60661 (hereinafter referred to as the "Authority").

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

WHEREAS, the Consultant represents and warrants that it is ready, willing, and able to perform such professional services in accordance with the terms and conditions set forth herein;

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

PART A, ARTICLE 1. RECITALS AND DEFINITIONS

1.1 Incorporation of Recitals.

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

1.2 Definitions.

Except as otherwise specified, the abbreviations and definitions applicable to this Contract are provided in PART B, Article 1.

PART A, ARTICLE 2. SCOPE OF SERVICES

2.1 Services and Deliverables.

The Authority hereby retains Consultant to provide the Scope of Services described in PART C, Exhibit 1. The Consultant will perform all tasks, responsibilities and submittals identified in the Scope of Services in a satisfactory form and manner, as reasonably determined by the Project Manager.

When the Scope of Services of this Contract requires the Consultant to prepare Deliverables, the Consultant understands that such items must receive the Authority's review and approval prior to usage and payment thereof. Partial or incomplete Deliverables may be provided to the Authority only when required for a specific and well-defined purpose and when consented to in advance by the Authority. In no event will partial or incomplete Deliverables be considered as satisfying the specific submittal requirements set forth

herein. The delivery of Partial or incomplete Deliverables to the Authority will in no way relieve the Consultant of its schedule or cost commitments hereunder.

Because the Scope of Services is not intended to cover every detail of the Services and Deliverables, the Consultant will furnish all labor, materials, equipment, and incidentals as well as all additional, collateral, and incidental work, as required and necessary to complete the Scope of Services, whether or not these details are specified in this Contract, all at no additional cost to the Authority.

In the event the Consultant fails to comply with the standards specified in the Contract, the Consultant will perform again, at its own expense, any and all of the Scope of Services, which were directly or indirectly affected by such failure. Notwithstanding any review, approval, acceptance, or payment for any or all of the Scope of Services by the Authority, the Consultant will be and remain responsible for the professional and technical accuracy of the full Scope of Services required under this Contract. This provision will in no way be considered as limiting the rights of the Authority against the Consultant either under this Contract, in law, or in equity.

2.2 Delivery Schedule.

All Scope of Services must be delivered in a timely manner consistent with the established time requirements set forth in the Scope of Services as described in PART C, Exhibit 1.

2.3 Site.

The Location(s) for delivery of the Scope of Services under this Contract are as identified in PART C, Exhibit 1. The Consultant must maintain an office located in the Chicago, Illinois metropolitan area at all times during the term of this Contract

2.4 Meetings.

The Consultant will meet with the Authority's representatives via teleconference, videoconference, or in person, on a regular basis throughout the term of the Contract but no less than ____ () times per month, to inform the Project Manager of the status of performance, including without limitation, resolved and unresolved issues, schedules, costs, recommendations and any other appropriate items.

The Consultant will further meet with representatives of the Authority and other interested parties as may be required in connection with the provision of the Scope of Services hereunder. The Consultant will be responsible for the preparation of minutes documenting the Consultant's understanding of all such meetings. Copies of such minutes will be distributed by the Consultant to interested parties in accordance with directions of the Project Manager.

2.5 Term.

The term of this Contract will commence as of date on which both parties have executed this Contract and continue for a period of one (1) year, with two potential one (1) year options at the election of the Authority in its sole discretion (the "Term"). The Authority shall elect to exercise each option year by providing written notice to the Consultant no less than ____ () days prior to expiration of the Term. Consultant will commence its performance of the Scope of Services under the Contract as of the first day of the Term hereof.

PART A, ARTICLE 3. FEES AND PAYMENT SCHEDULE

3.1 Consultant's Fee.

The Consultant will be entitled to receive for satisfactory performance of the Scope of Services the fee set forth below and as described in more detail in PART C, Exhibit 2:

3.2 Most Favored Customer.

The Consultant will treat the Authority as the Consultant's most favored customer. The Consultant represents that the prices for the Scope of Services furnished to the Authority under this Contract and all of the terms of this Contract are not less favorable than the prices and terms offered to any of the Consultant's other customers under similar quantities, terms and conditions. If the Consultant offers to any customer lower prices or more favorable terms than are offered to the Authority under this Contract for similar Scope of Services, the Consultant agrees to notify the Authority in writing and concurrently extend such prices, and terms to the Authority, and this Contract, at the Authority's option, will be deemed amended to provide such more favorable prices and terms to the Authority. Any amounts charged to the Authority in excess of prices charged by the Consultant to any other customer for similar Scope of Services will promptly be refunded or credited to the Authority by the Consultant.

PART A, ARTICLE 4. CONSULTANT PERSONNEL

4.1 Key Personnel.

The Consultant will, immediately upon execution of this Contract, assign and maintain a staff of competent personnel who are fully equipped, available as needed, licensed as appropriate, and qualified to perform the Scope of Services required by this Contract. Consultant's Key Personnel under the Contract will be the persons and/or positions as set forth as such in PART C, Exhibit 3. The Consultant agrees not to reassign or replace any Key Personnel assigned to the performance of this Contract until such time as the Scope of Services is satisfactorily completed unless such reassignment or replacement would not materially affect the quality or progress of the Scope of Services; provided further that all replacement personnel shall be equally or better qualified than the originally assigned Key Personnel as determined by the Authority. Consultant must request, in writing, the consent of the Authority for each such proposed reassignment or replacement and such reassignment or replacement shall only be permitted if it is agreed to in writing by the General Manager, Purchasing. The Authority also reserves the right to reject any personnel from the Consultant for any reason, in which case Consultant shall immediately remove such rejected personnel from performing under this Contract and assign appropriate replacement personnel as described above.

4.2 Consultant's Manager.

The Consultant will assign a Manager for the Contract, qualified to act in a liaison capacity, and to be available at all times, on matters pertinent to the Scope of Services. The name and address for Consultant's Manager assigned to this Contract is as set forth in PART C, Exhibit 3.

4.3 Authority's Project Manager.

The name and address of the Authority's representative assigned to act as Project Manager for the Authority is as set forth in PART C, Exhibit 3.

PART A, ARTICLE 5. SPECIAL CONDITIONS – INSURANCE, DBE AND OTHER REQUIREMENTS

5.1 Disadvantaged Business Enterprise Commitment.

Consultant will comply with all requirements set forth in PART C, Exhibit 7, and the Disadvantaged Business Enterprise Commitment included in the Authority's Request for Proposals, in PART C, Exhibit 5.

5.2 Insurance.

The Consultant will take out and maintain, during the entire Term of this Contract, insurance that meets with the requirements, if any, set forth in the attached in PART C, Exhibit 8. Consultant shall submit to the Authority proof of insurances meeting the standards set forth in PART C, Exhibit 8.

5.3 Other Special Conditions.

Consultant will comply with all other Special Conditions, if any, set forth in PART C, Exhibit 7.

PART A, ARTICLE 6. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

6.1 Documents Incorporated by Reference.

The Consultant understands and agrees that the documents listed in PART A, Section 6.2, copies of which are attached hereto and marked, are hereby incorporated in and made a part of this Contract by this reference as though they were set forth herein at length.

6.2 Order of Precedence.

In case of any conflict or inconsistency that cannot otherwise be resolved, the governing order of precedence of the component parts of the Contract is as follows:

1. Executed Change Orders to the Contract.
2. Professional Services Contract, and any Special Conditions in PART A, Article 5 and PART C, including without limitation Contractor's DBE Proposal and Insurance Certificate.
3. PART C, Exhibits 1 (Scope of Services), 2 (Payment Schedule), and 3 (Consultant's Key Personnel and Authority Project Manager).
4. General Conditions in PART B.
5. Consultant's Best and Final Offer, attached as PART C, Exhibit 4.
6. The Authority's Request for Proposals and any addenda thereto, and the Authority's Insurance Requirements attached as PART C, Exhibit 5, and Exhibit 8, respectively.
7. Consultant's Technical and Price Proposals, attached as PART C, Exhibit 6.
8. Consultant's Completed Certifications, attached as PART C, Exhibit 6.
9. Supplemental Materials, if any, attached as PART C, Exhibit 9.

All Change Orders executed will be a part of the Contract and will take precedence over any other part of the Contract wherever they conflict therewith. A Change Order more recently executed will take precedence over any prior Change Order wherever it conflicts therewith.

PART A, ARTICLE 7. ENTIRE AGREEMENT AND EXECUTION

7.1 Entire Contract.

This Contract, including all documents that are expressly incorporated into the Contract, constitutes the entire agreement between the Consultant and the Authority with regard to its subject matter, and no other oral or written understandings, representations, inducements, consideration, promises, or interpretations are part of the Contract. This Contract may not be modified or altered except by written instrument executed by a duly authorized representative of each party.

7.2 Authority to Execute Contract.

Execution of this Contract by the Consultant is authorized and signature(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant to all terms and conditions of this Contract, including each and every representation and certification contained herein, attached hereto, and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof. If the Consultant is a corporation, the president or vice-president must sign the Contract. In the event that the Contract is executed by someone other than the president or vice president, a certified copy of the section of the corporate by-laws or resolution of the corporation that permits the person to execute the Contract for the corporation must be furnished by Consultant prior to execution by the Authority.

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

If the Consultant is a sole proprietor, the sole proprietor must sign all copies of the Contract. If other than a sole proprietorship, the Consultant must provide satisfactory evidence that the execution of the Contract is authorized in accordance with the business entity's rules and procedures.

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

7.3 Illinois Criminal Code Certification.

Further, the undersigned Consultant, being duly sworn, deposes and states on oath that the undersigned has not entered into any agreement with any other proposer or prospective proposer or with any other person, firm or corporation relating to the price or prices named within the undersigned's proposal or any other proposal, nor any agreement or arrangement under which any person, firm or corporation is to refrain from proposing, nor any agreement or arrangement for any act or omission in restraint of free competition among proposers, and has not disclosed to any person, firm or corporation the terms of the undersigned's proposal or the price or prices named herein.

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

Contract No. _____

SIGNATURES

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

CONSULTANT

CHICAGO TRANSIT AUTHORITY

By: _____
(Signature)

By: _____
(Signature)

Name

Title

Vice President, Purchasing & Warehousing

Dated: _____

[If a corporation and signed by any person other than the president or vice-president, a certified copy of the resolution or by-law authorizing such person to sign must be attached to this Contract. Refer to PART A, Section 7.2 for additional instructions and requirements.]

State of _____

County of _____

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

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

My Commission expires:

(Signature of Notary Public)

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

Assistant Secretary

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

Attorney

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FOR PROFESSIONAL SERVICES CONTRACT
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CTA PROFESSIONAL SERVICES CONTRACT

PART B

PART B, ARTICLE 1. ABBREVIATIONS AND DEFINITIONS

CFR. Code of Federal Regulations

DOT. Department of Transportation

EPA. Environmental Protection Agency

FTA. Federal Transit Administration

RFP. Request for Proposal

U.S. United States

USC. United States Code

Addendum. The written or graphic documents issued prior to the submission of proposals that clarify, correct, or change the Authority's Request for Proposals. Each Addendum is uniquely numbered. The plural form, Addenda, refers to all uniquely numbered Addendum.

Authority. The Chicago Transit Authority, an Illinois municipal corporation. Also referred to as CTA.

Change Order. A written order to the Consultant issued by the Authority in accordance with the Contract. A fully executed Change Order must be approved by the Authority's Board, where required, and have the signatures of all required parties. Also referred to as an Amendment.

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

Consultant. The individual, partnership, firm, corporation, joint venture, or other entity identified in the Contract. Also referred to as Contractor.

Consultant's Expenses. Those expenses incurred by the Consultant and its Subconsultants related to the performance of the Scope of Services, including without limitation, telephone charges, copying charges, travel expenses, computer usage charges, and the like. Except to the extent that the Contract expressly provides otherwise, all Consultant's Expenses will be borne by the Consultant as part of the Contract Price.

Contract. The several writings that evidence the Contract, including the Professional Services Contract in Part A and any Change Order thereto, these General Conditions (Part B) any Special Conditions in Part C and all Exhibits in Part C, attached or referred to by any of the foregoing, and other documents, if any, made a part of the Contract.

Contract Price. The compensation earned by Contractor pursuant to Part C, Exhibit 2 of this Contract.

Contract Time. The Period of Time allowed for completion of the Scope of Services as provided in the Contract. The Contract Time may also include progress or milestone deadlines as specified in the Scope of Work in PART C, Exhibit I of the Contract.

Day, day, Days or days. Calendar day or days. A day contains 24 hours, begins at midnight, and includes every day shown on the calendar including all days Monday through Friday, and all Saturdays, Sundays, and all Holidays on which the Authority's central offices are closed.

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

General Manager, Purchasing. The Authority's General Manager, Purchasing, or his/her authorized representative.

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

Notice-to-Proceed. If provided, the written notice issued by the Authority to the Consultant authorizing the Consultant to begin providing the Scope of Services on a certain date. If provided, the Notice-to-Proceed date is the first day of Contract Time.

Project Manager. The Authority's representative designated to provide general contract administration and oversight duties under the Contract, or his/her designee or successor. The Project Manager's responsibilities do not include responsibilities specifically reserved for the General Manager, Purchasing exclusively.

Regulation. Any law, ordinance, statute, or lawful order issued by authorities having jurisdiction over the Scope of Services or parties to this Contract.

Requests for Proposal. The Authority's solicitation for the Scope of Services which are the subject of this Contract, including all Addenda thereto.

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

Scope of Services. Services and Deliverables required to be performed and provided by the Consultant and described in this Contract.

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

Subcontract. A contract between Consultant and a Subconsultant.

Working Day. A Working Day is a Calendar Day, exclusive of Saturdays, Sundays, or Holidays on which the Authority's central offices are closed.

PART B, ARTICLE 2. GENERAL

2.1 Contract Interpretation.

Any headings of this Contract are for convenience of reference only and do not define or limit the terms or provisions. Words importing persons will include firms, associations, partnerships, trusts, corporations, joint ventures, and other legal entities, including public bodies, as well as natural persons. Words of gender will be deemed and construed to include correlative words of other genders. Words importing the singular number will include the plural and vice versa, unless the context otherwise indicates. All references to any exhibit or document will be deemed to include all supplements, addenda, and Amendments to any such exhibits or documents entered into in accordance with the terms and conditions of this Contract. All references to any person or entity will be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Contract.

2.2 Severability.

If any provision of this Contract is held or deemed inoperative or unenforceable because it conflicts with any other provision or provisions hereof, or any Regulation, constitution, public policy, or any other reason, the circumstances will not render the provision in question inoperative or unenforceable in any other case or circumstances, or render any other provision herein contained invalid, inoperative, or unenforceable to any extent. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Contract will not affect the remaining portions of this Contract or any part thereof.

2.3 No Waiver of Legal Right.

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

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

2.4 Counterparts.

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

2.5 Assigns.

Subject to PART B, Articles 12.1 and 12.2, all of the terms and conditions of this Contract will be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees, and assigns.

2.6 Co-operation by Parties.

The parties hereby agree to use their best efforts and good faith in the performance of this Contract and to co-operate with each other in the completion of the Scope of Services hereunder. The Consultant further agrees to implement such measures as may be necessary to ensure that its employees, agents and representatives and its Subconsultants will be bound by all applicable provisions of this Contract.

2.7 No Third Party Beneficiaries.

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

2.8 Independent Consultant.

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

2.9 Consents and Approvals.

Unless otherwise expressly stated herein, any consents and approvals to be given by the Authority will be made in writing by the Project Manager.

2.10 Notices.

All notices under this Contract must be in writing, delivered personally, by U. S. mail, first class and registered or certified, return receipt requested, with postage prepaid or by overnight delivery service and addressed to the Consultant, as provided in PART A, Article 4.2 of the Contract, or to the Authority at the following address: 567 W. Lake Street, Chicago, Illinois 60661-1498. Mail address: P.O.B. 7598, Chicago, Illinois 60680-7598, Attention: General Manager, Purchasing with a copy to: The Authority's Project Manager at the address set forth in PART A, Article 4.3.

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

PART B, ARTICLE 3. PROFESSIONAL STANDARDS AND CORRECTIONS

3.1 Standard of Performance.

The Consultant will perform the full Scope of Services required under the terms and conditions of this Contract with the degree of skill, care, and diligence normally exercised by professionals performing similar types of services in projects of a scope and magnitude comparable to Scope of Services described herein. The Consultant must at all times act in the best interest of the Authority, consistent with the professional and fiduciary obligations assumed by it in entering into this Contract. The Consultant must perform the full Scope of Services under this Contract in accordance with the terms and conditions of this Contract and to the reasonable satisfaction of the Authority.

All Services to be performed or Deliverables to be prepared by the Consultant which require the exercise of professional skills or judgment, must be accomplished by professionals holding all training, education, certificates, and licenses required to practice in the applicable professional discipline(s) in the State of Illinois.

3.2 Errors and Omissions.

The Consultant will be responsible for the professional quality, technical accuracy, and coordination of all Scope of Services under this Contract. The Consultant will be liable for the Authority's costs resulting from errors or deficiencies in the Scope of Services furnished under this Contract. If at any point the Authority determines that the Consultant is reasonably liable for any error or deficiency, the General Manager, Purchasing will notify the Consultant in writing of the liability. Within 30 days of said notification, the Consultant will remit the amount of the liability to the Authority or notify the Authority of its disagreement. Any disagreement must be resolved pursuant to PART B, Article 7.

3.3 Correction of Services.

The Consultant will promptly correct or re-perform all Scope of Services identified by the Authority as failing to conform to the Contract requirements at no additional expense to the Authority. If the Consultant

fails or refuses to correct or re-execute the Scope of Services identified as failing to conform to Contract requirements, the Authority may correct or re-execute with similar Scope of Services and charge the Consultant for any cost to the Authority or make an equitable adjustment to the Contract Price.

Neither final payment nor any provision in the Contract will relieve the Consultant of responsibility for deficiencies in Scope of Services and, unless otherwise specified in the Contract, the Consultant must remedy any such deficiencies at no additional expense to the Authority. All questions arising under this Section 3.3 shall be decided by the General Manager, Purchasing subject to PART B, Article 7.

PART B, ARTICLE 4. PAYMENTS

4.1 Payment.

1. Consultant shall be compensated for services as described in the Scope of Services in accordance with the Payment Schedule set forth in Part C, Exhibit 2.

4.2 Prompt Payment to Subconsultants.

1. The Consultant is required to pay all Subconsultants, for all work that the Subconsultant has satisfactorily completed, no later than 5 working days after the Consultant has received payment from the Authority.
2. In addition, all retainage amounts, if any, must be paid by the Consultant to the Subconsultant no later than 14 working days after the Subconsultant has satisfactorily completed its portion of the Scope of Services whether or not the Authority has paid the Consultant for that portion of the Scope of Services.
3. A delay in or postponement of payment to the Subconsultant by Consultant requires good cause and prior written approval of the General Manager, Purchasing.
4. The Consultant is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
5. The Authority will not pay the Consultant for Services performed or Deliverables submitted unless and until the Consultant certifies that the Subconsultants have been promptly paid for the work or Services they have performed under all previous payment requests, as evidenced by the filing with the Authority of lien waivers, canceled checks, and the Consultant's sworn statement that it has complied with the prompt payment requirements.
6. Failure to comply with prompt payment requirements is a breach of the Contract, which may lead to any remedies permitted under law, including, but not limited to Consultant debarment.

4.3 Overpayment.

If, at any point, the Authority determines that the Consultant has been overpaid, the General Manager, Purchasing will provide written notice to the Consultant of the overpayment. The Consultant must remit the amount of overpayment to the Authority within 30 days of said notification or notify the Authority of its disagreement. Any disagreement will be resolved pursuant to the Disputes provision in PART B, Article 7.

4.4 Taxes.

Federal Excise Tax does not apply to materials purchased for the Authority by virtue of Exemption Certificate No. 36-73-0234K. Illinois Retailers Occupation Tax, Use Tax, and Municipal Retailers' Occupational Tax do not apply to materials or services purchased by the Authority by virtue of Chapter 70 Illinois Compiled Statutes Section 3605, 33 as amended. These taxes must not be included in any of the prices quoted in the Consultant's Proposal. The Authority's Illinois Tax Exemption Identification number is E9978-2987-04.

4.5 Disputed Invoices or Charges.

In the event of a dispute between the Consultant and the Authority as to whether any particular invoice or charge will be paid, or as to whether the amount of such charge is reasonable, allocable, or allowable under this Contract, the Authority and the Consultant will, jointly or individually, refer such dispute to the General Manager, Purchasing for resolution in accordance with PART B, Article 7.

4.6 Payment for Changes.

Any revisions to the Contract Price made necessary by Changed Services will be made in accordance with PART B, Article 5.

PART B, ARTICLE 5. CHANGES IN THE SERVICES OR DELIVERABLES

5.1 Right to Change Services.

The Authority may at any time or from time to time, order additions, deletions, or revisions to the Scope of Services ("Changed Services"). If the Consultant does not have written authorization from the Authority to proceed with Changed Services, as specified in PART B, Section 5.3 or 5.4, then the Consultant will not be compensated for any Changed Services.

All Changed Services must be executed under applicable Conditions of the Contract. It is agreed by the Consultant that any Change resulting in Changed Services will be paid at the applicable rates set forth in the compensation provisions of this Contract for equivalent items as determined by the General Manager, Purchasing or as otherwise agreed to by the parties and set forth in the terms of the Change Order.

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

5.2 Proposed Changes in Service.

The process for Changed Services is as follows. The Project Manager will request the Consultant to submit a proposal for Changed Services. The Consultant shall submit a proposal within fourteen (14) days after receipt of the Project Manager's request or such shorter time as the Project Manager may set forth in the request for Changed Services.

In the alternative, if the Consultant chooses to propose Changed Services, the Consultant must submit notice of such request to the Authority for its prior written approval. The Authority may choose to request Consultant to submit a Proposal within a specified time period after receiving Consultant's notice.

The Consultant's proposal shall set forth any changes to the Contract Price or the Contract Time required, in the opinion of the Consultant, to perform the Changed Services. The Authority may or may not choose to authorize the Consultant to perform the Changed Services as identified in the Proposal.

5.3 Proceed Orders and Change Orders.

1. **Proceed Order** - If the Authority orders Changed Services, and the Consultant and the Authority agree on an adjustment, if any, to the Contract Price and/or Contract Time, the Authority will issue a Proceed Order or Change Order. The General Manager, Purchasing's agreement as to a price or time adjustment is subject to final approval as required by the Authority's ordinances, regulations,

and rules. The General Manager, Purchasing may issue a Proceed Order to direct the Consultant to proceed with the Changed Services for which the Consultant and the General Manager, Purchasing propose in writing a price and time adjustment, if applicable. Proceed Orders will not entitle the Consultant to compensation or an adjustment to the Contract Time until the Proceed Order is incorporated into a Change Order(s).

2. **Change Order** - The Authority may issue a Change Order as authorization for the Changed Services and/or for payment or time extension, or both. The Authority may also issue a Change Order to modify the terms of the Contract. A Change Order may include future Scope of Services to be performed under the Contract or Scope of Services performed in accordance with previously authorized Proceed Orders. The Consultant cannot be compensated for any Scope of Services authorized through a Proceed Order until a Change Order is executed.

5.4 Directive Order.

If the Authority orders Changed Services, and the Consultant and the Authority have not agreed on an adjustment to the Contract Price and/or Contract Time, the General Manager, Purchasing will issue a Directive Order directing Consultant to perform the Changed Services. The General Manager, Purchasing, may determine an adjustment to Contract Price and/or Contract Time for the Changed Services. The decision of the General Manager, Purchasing, will be final and binding, subject only to PART B, Article 7, Disputes. The Consultant shall perform the Changed Services as directed in the Directive Order. The Consultant's refusal or failure to proceed promptly with the Changed Services as directed shall constitute an event of default.

5.5 Claims by Consultant.

1. All claims made by Consultant under this Contract shall be made in accordance with the requirements stated below. The Consultant shall provide immediate oral notification to the Project Manager upon discovering any conditions or circumstances that may require an adjustment to the Contract Price and/or Contract Time. Upon notification, the Project Manager will attempt to resolve the identified issue as promptly as possible. The Consultant shall deliver written notice of such Claim to the Project Manager and the General Manager, Purchasing within fourteen (14) days of oral notice. All additional correspondence from the Consultant concerning the Claim must be sent to both the Project Manager and the General Manager, Purchasing. The written notice shall include the following information:
 - a. Documents to substantiate Consultant's proposed cost for Changed Services. The Consultant's proposed cost for Changed Services must meet the limitations and requirements set forth in PART B, Section 5.1.
 - b. Accounting records and statements and any other applicable documentation to support the claimed costs.
 - c. Data and information used to assemble the Proposal, if Proposal preparation is relevant to the disputed issue.
 - d. Each Claim shall include a sworn certification signed by the Consultant. The Consultant must certify that it has fully reviewed the Claim and has determined that the supporting data is current, accurate, and complete and, to the best of the Consultant's knowledge and belief, the amount requested reflects the Contract adjustment for which the Consultant believes the Authority to be responsible under the terms of the Contract. In addition, the certification must include a statement that the signatory is authorized to certify the Claim on behalf of the Consultant and must be signed by the Consultant's president, vice-president, or other officer who is authorized to bind the Consultant.
2. The Project Manager or the General Manager, Purchasing will respond to the Claim in writing within thirty (30) days of receipt. The response will be either a determination of the Claim or a determination that additional time or documentation is needed to evaluate the Claim. If the Project Manager or General Manager, Purchasing determines that additional documentation is required to

evaluate the Claim, he or she will advise the Consultant of claimed costs for which insufficient documentation has been provided to support the claimed costs, and will state the time for providing additional documentation. If the Project Manager or General Manager, Purchasing requires additional time to evaluate the Claim, the Consultant will be advised in writing of the additional time that will be required. Failure to provide any of the required information may result in denial of the Claim. The determination of the Claim will be sent to the Consultant in writing by the General Manager, Purchasing. If the determination of the Claim requires an adjustment to Contract Price or Contract Time, a Change Order must be issued in accordance with PART B, Section 5.3 before that change becomes effective.

3. If the Consultant accepts the Authority's determination of the Claim, then the Claim will be handled in accordance with PART B, Section 5.3. If the Consultant does not accept the decision with respect to the Claim, then the Consultant may submit a dispute to the General Manager, Purchasing in accordance with PART B, Article 7, within thirty (30) days after receipt of the response to the Claim unless the General Manager, Purchasing extends the time, in writing. By failing to meet the time limits specified in this PART B, Section 5.5, the Consultant waives the right to seek an adjustment to Contract Price or Contract Time. The Consultant's compliance with this process is a condition precedent to filing suit.
4. The Consultant further understands and agrees that, regardless of any case law decision to the contrary, the notice requirements of this PART B, Section 5.5, shall not be subject to or diminished by any claim on the part of the Consultant that the Authority or any person acting on behalf of the Authority, directed the Consultant to make changes in the Scope of Services or had actual or constructive knowledge of any changes in the Scope of Services. The Consultant further acknowledges that the time requirements and notice content requirements of this Section have the purpose, among others, of allowing the Project Manager and the General Manager, Purchasing, to evaluate claims related to changes in the Scope of Services contemporaneously with the Scope of Services that is the subject of the Claim and to be able to make decisions that may mitigate the cost of such changes.

PART B, ARTICLE 6. ACCESS AND RECORDS

6.1 Right of Entry.

1. Both the Consultant and the Authority will, upon reasonable notice, permit access to the other's facilities in connection with the performance under the Contract. Each party agrees to remove any of its representatives from the other's premises immediately upon request. Each party's representatives will, while on the premises of the other, comply with all of the other party's security and facility rules and regulations. Consent granted by the Authority to enter a facility will not create, nor be deemed to imply the creation of any additional responsibilities on the part of the Authority.
2. The Consultant will, while on the premises of the Authority, comply with all of the Authority's security, safety, and facility rules and regulations, including completing all required training. During any visit to the Authority's facilities, the Consultant will not interfere with the Authority's business operations.

6.2 Audit, Inspection, and Retention of Records.

The Consultant agrees to cooperate with the authorized representatives of the Authority including but not limited to, the Authority's Inspector General and auditors, the U.S. Department of Transportation, the Comptroller General of the United States, and the State of Illinois, who may inspect and audit all data and records of the Consultant relating to the Consultant's performance and its Subcontracts under this Contract from date of this Contract through and until the expiration of 5 years after termination of this Contract. In

the event of litigation or settlement of claims arising from the performance of this Contract, the Consultant agrees to maintain the same until the Authority, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

The Consultant must maintain its books, records, documents, and other evidence, and adopt accounting procedures and practices sufficient to properly reflect all costs of whatever nature, claimed to have been incurred and anticipated to be incurred for or in connection with the performance of the Contract for 5 years after the final payment made in connection with this Contract. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

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

6.3 Obligation to Comply with the Authority's Inspector General Ordinance.

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

PART B, ARTICLE 7. DISPUTES

7.1 Disputes.

Any dispute concerning an adjustment to Contract Price or Contract Time or concerning other matters, which under the terms of the Contract are to be resolved pursuant to this Article 7, that is not resolved by the execution of a Change Order by both the Authority and the Consultant will be decided by the General Manager, Purchasing. In addition, Consultant may initiate the dispute process by sending a Notice of Dispute to the General Manager, Purchasing. The General Manager, Purchasing will reduce the decision to writing and send a copy of it by certified mail, return receipt requested, to the Consultant. The decision of the General Manager, Purchasing will be final and binding on the Consultant unless, within 30 days after receipt of a copy of a decision, the Consultant sends by certified mail, return receipt requested, a written appeal to the Authority's Vice President, Purchasing and Warehousing. In connection with such an appeal, the Consultant will have an opportunity to be heard and to offer evidence in support of its appeal. The decision of the Vice President, Purchasing and Warehousing will be final and binding on the Consultant unless the Consultant files an action to challenge the decision in a court of competent jurisdiction in Chicago, Illinois and the court determines the decision to be arbitrary and capricious or obtained by fraud. If the Consultant does not commence such an action for judicial review within 60 days after the Consultant receives a copy of the decision of the Vice President, Purchasing and Warehousing, the Consultant waives all right to seek judicial review. Nothing in this Section relieves the Consultant from diligently proceeding with performance of the Scope of Services under the Contract, as directed by the Authority.

PART B, ARTICLE 8. EVENTS OF DEFAULT AND TERMINATION

8.1 Termination for Cause and Notice of Default.

1. If the Consultant fails to perform any of its obligations under the Contract, the General Manager, Purchasing, may immediately terminate this Contract by issuing a notice of termination for cause to Consultant.

2. If the Consultant fails to perform any of its obligations under the Contract, the General Manager, Purchasing may also, at his or her sole discretion, notify the Consultant, in writing, that the Consultant is in default and provide the Consultant a cure period of up to 14 days. If the default cannot be cured within the cure period and the Consultant requests additional time to cure, the General Manager, Purchasing may extend the cure period in writing. If the Consultant fails to cure within the cure period (or if extended, the extended cure period), the General Manager, Purchasing may terminate the Contract by sending a notice of termination for default.
3. Termination of the Contract under this PART B, Section 8.1 will be effective upon the delivery of the written notice of termination. The General Manager, Purchasing's declaration and issuance of a notice of termination will be final.

8.2 Authority's Remedies upon Default.

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

1. The right to stop payment to the Consultant.
2. The right to terminate the Contract.
3. The right to collect monetary damages, including but not limited to, all expert witness or other consultant fees, court costs, and reasonable attorney's fees that the Authority may incur in connection with any claim, suit, or action based upon, related to, or arising from, directly or indirectly, an event of default.
4. The right to deem the Consultant non-responsible in future contracts to be awarded by the Authority.

8.3 Authority's Remedies upon Termination.

Upon termination of the Contract, the Authority may invoke any or all of the remedies set forth in PART B, Section 8.2 and the following remedies:

1. In the event of a termination for cause, the Authority may hire a new consultant to complete the Scope of Services and the Consultant will be liable for all additional costs and changes incurred by the Authority because of the termination, including the excess cost of completing the Scope of Services. If the costs of completing the Scope of Services and the amounts paid to the Consultant by the Authority as part of the Contract exceeds the Contract Price (the "Additional Costs"), the Consultant will be liable for the Additional Costs and will pay such sum to the Authority immediately upon demand. In the event of termination, all Additional Costs incurred by the Authority, together with the cost of completing the Scope of Services, will be deducted from any moneys due or which may become due to the Consultant.
2. The right to setoff against any payments due or to become due to the Consultant under any other contract that the Consultant may have with the Authority.

8.4 Nonexclusivity.

Unless otherwise expressly stated, the remedies under the terms of this Contract are not exclusive of any other remedy. Each and every remedy is cumulative and in addition to any other remedy, existing now or hereafter, at law, or in equity.

8.5 Court Determination.

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

8.6 Discretion of General Manager, Purchasing.

Whether to declare the Consultant in default and/or to terminate for cause is within the sole discretion of the General Manager, Purchasing and neither that decision nor the factual basis for it is subject to review or challenge under PART B, Article 7.

8.7 Termination for Convenience.

The Authority may terminate this Contract, in whole or in part, at any time by written notice to the Consultant when it is in the Authority's best interest. Upon delivery of written notice of termination, all requested Scope of Services and any performance hereunder by the Consultant will cease to the extent specified in the notice of termination. In the event of termination in whole, the Consultant will submit a final invoice, within 30 days of such termination, reflecting the Scope of Services actually performed pursuant to this Contract. This final invoice will be to the satisfaction of the Authority and for items for which no previous invoice was submitted.

The Consultant will be paid its costs, including Contract closeout costs, and any agreed to profit on Scope of Services performed up to the time of termination. The Consultant will promptly submit its termination Claim to the Authority, in accordance with PART B, Section 5.5. The parties will negotiate a termination settlement to be paid to the Consultant. If the Consultant has any property in its possession belonging to the Authority, the Consultant will account for the same, and dispose of it in the manner the Authority directs.

Unless otherwise provided for in the Contract or by applicable statute, the records retention provisions of PART B, Section 6.2 apply to the Scope of Services terminated hereunder.

The Consultant must also include the requirements of this PART B, Article 8 in each subcontract exceeding \$10,000.

PART B, ARTICLE 9. INDEMNITY AND LIABILITY

9.1 Indemnity.

The Consultant must indemnify and hold harmless to the maximum extent permitted by law the Authority, its agents, Board members, officials, and employees (the "Authority Parties") against all injuries, death, losses, damages, claims, suits, liabilities, judgments, costs, and expenses that may in any manner accrue against the Authority as a consequence of the execution and award or performance of this Contract or which may in any way result therefrom whether or not it is alleged or determined that any loss for which the Authority seeks indemnity is caused or contributed to or was caused in whole or in part through the negligent act or omission of the Consultant or its employees Board members, officials or agents or any of its Subconsultants or any of their Board members, employees, officials, agents, or subconsultants (collectively the "Consultant Parties"); provided that this indemnity will not extend to circumstances where the loss, injury, death or damage is determined to be caused solely by the negligence of the Authority. The Consultant must, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising in connection with this indemnity. If any judgment is rendered against the Authority Parties, the Consultant must at its own expense satisfy and discharge the judgment. If the indemnity pursuant to this Section is not permitted by the applicable law, then, to the maximum extent permitted by law, the Consultant will make full contribution to the Authority for its percentage share of any liability that is attributable to the Consultant Parties' acts or omissions. The Consultant expressly waives any legal limitations on its liability to the Authority Parties for contribution, including but not limited to limitations related to the payment of workers compensation benefits. The Consultant expressly understands and agrees that any bond or insurance protection required by this Contract or otherwise provided by the Consultant, must in no way limit the Consultant's responsibility to indemnify and defend the Authority Parties pursuant to this Section. The indemnification contained herein will survive the termination of this Contract.

9.2 Limitation of Liability.

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

9.3 Joint and Several Liability.

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

PART B, ARTICLE 10. TIME

10.1 Time is of the Essence.

It is understood and agreed that **TIME IS OF THE ESSENCE OF THIS CONTRACT**, and the Consultant agrees to provide the Scope of Services in conformity with the provisions set forth herein and to prosecute the same with all due diligence, so as to complete the Scope of Services in accordance with the time requirements specified in this Contract.

10.2 Time for Changes.

Any revisions to the Contract Time that result from Changed Services will be made in accordance with PART B, Article 5.

PART B, ARTICLE 11. OWNERSHIP OF DOCUMENTS, INTELLECTUAL PROPERTY, CONFIDENTIALITY

11.1 Ownership of Documents.

All documents and other media, data studies, designs, intellectual property and reports, including without limitation, the Deliverables, developed in the performance of this Contract or provided as instruments of the Scope of Services are agreed to be the sole property of the Authority. During the performance of the Scope of Services, the Consultant will be responsible for any loss or damage to the materials herein enumerated while they are in its possession, and any such item lost or damaged will be restored at the expense of the Consultant. At any time, upon demand by the Authority, the Consultant must furnish to Authority, at the Authority's expense, a complete set of all such materials prepared by the Consultant and its Subconsultants as of the date of such demand. In the event of the Consultant's failure to comply with the Authority's demand hereunder, the parties hereby agree that any remedy at law would be inadequate and that the Authority will be entitled to appropriate injunctive and other equitable relief, including without limitation, the remedy of specific performance.

The Consultant agrees not to assert or authorize others to assert any rights or make any claim under the patent or copyright laws, or otherwise to any such documents and other materials referenced in this Section 11.1.

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

11.2 Confidential Information.

1. The Consultant, each Subconsultant, and its and their Board members, employees, officials, Subconsultants and agents ("Consultant Parties") will keep confidential all information furnished to it by the Authority or otherwise learned by it in the performance of the Scope of Services hereunder, as well as information prepared by or on behalf of the Consultant.
2. To the extent that the Authority specifically designates, orally or in writing, any information furnished by the Authority as confidential information ("Authority Confidential Information") such Authority Confidential Information and all information prepared by or on behalf of the Consultant based on Authority Confidential Information shall be subject to the provisions of this subparagraph 11.2.2. The Consultant will ensure the confidentiality of this information in a manner using at least as great a degree of care as the manner used to maintain the confidentiality of the Consultant's own most confidential information. All Consultant Parties with access to the Authority Confidential Information must sign a Confidentiality Statement certifying that such person or entity will not disclose, publish, or otherwise make available to any person or party the Authority Confidential Information protected by the Contract. The Consultant acknowledges that the disclosure of any Authority Confidential Information will give rise to irreparable injury to the Authority, which cannot be adequately compensated in damages. Accordingly, the Consultant agrees that the Authority may obtain injunctive relief against disclosure or threatened disclosure of the Authority Confidential Information, in addition to such other remedies that may be available to the Authority in law or at equity. This paragraph of the Contract will survive the termination of this Contract.
3. Without limiting the generality of the foregoing, Consultant shall not require any of Authority's vendors to produce any records or information. To the extent, Consultant needs any additional information relative to any of the Authority's vendors or vendor accounts, Consultant shall notify the Authority and the Authority shall request such records or information in accordance with the applicable contracts between the Authority and its vendors and the Authority's regulations. Under no circumstances shall the Consultant establish or otherwise have a physical presence on the property or premises of any of the Authority's vendors for the purpose of performing under this Contract. Consultant shall not use or share any records or information obtained by Consultant in the course of its duties under this Contract with any other person, except to the extent that such records or information have been released for use by the general public and to the extent necessary to perform its duties to the Authority under this Contract. Consultant shall not disclose any information that identifies an individual, or reasonably can be used to identify an individual, for any other purpose other than performing its duties to the Authority under this Contract

PART B, ARTICLE 12. SUBCONTRACTING & ASSIGNMENT

12.1 No Assignment of Contract.

The Consultant must not assign or sublet this Contract, in whole or in part, without the prior written approval of the General Manager, Purchasing. In no case will such written approval relieve the Consultant from its obligations or change the terms of the Contract.

12.2 No Assignment of Contract Funds.

The Consultant must not transfer or assign any Contract funds or claims due, or to become due, without first obtaining the written approval of the General Manager, Purchasing.

12.3 Subconsultants.

The Consultant must submit for approval a detailed breakdown of its Subconsultants under the Contract by name and costs. The Consultant may replace or substitute a Subconsultant only with the prior written approval of the Project Manager and General Manager, Purchasing.

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

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

1. PART B, Section 2.1 "Contract Interpretation"
2. PART B, Section 3.1 "Standard of Performance"
3. PART B, Section 4.5 "Taxes"
4. PART B, Article 6 "Access and Records"
5. PART B, Article 8 "Events of Default and Termination" (in all subcontracts in excess of \$10,000)
6. PART B, Article 9 "Indemnity and Liability"
7. PART B, Article 11 "Ownership of Documents, Intellectual Property, Confidentiality"
8. PART B, Article 13 "Advertising and Publicity"
9. PART B, Section 15.3 "Civil Rights"
10. PART B, Section 15.4 "Illinois Human Rights Act"
11. PART B, Section 15.7 "Authority Ethics Ordinance"
12. PART B, Section 15.8 "Program Fraud and False or Fraudulent Statements and Related Acts"
13. PART B, Section 15.9 "Foreign Trade Restrictions"
14. PART B, Section 15.10 "Conflict of Interest"
15. PART B, Section 15.12 "No Federal Obligation to Consultant or Others"
16. PART B, Section 15.13 "Obligation to Comply with Changes in Federal Laws and Regulations"
17. PART B, Section 15.14 "Incorporation of Federal Transit Administration (FTA) Terms"
18. PART B, Section 15.15 "Environmental Requirements"
19. PART B, Section 15.16 "Fly America"
20. PART B, Section 16.1 "Governing Law"
21. PART B, Section 16.2 "Jurisdiction"
22. All other provisions required by Regulations to apply to Subconsultants.

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

PART B, ARTICLE 13. ADVERTISING AND PUBLICITY

The Consultant must not disclose, use or refer to this Contract or any of its terms, or the name of the Authority in any advertising, publicity releases, promotional materials or materials distributed to existing or prospective customers, without the prior written consent of the Project Manager. Notwithstanding the above, Consultant may identify the Authority as a customer or client in a general customer reference list.

PART B, ARTICLE 14. REPRESENTATIONS OF CONSULTANT

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

1. That it, each of its joint venture members if a joint venture, and its Subconsultants, are not in default at the time of the execution of this Contract, or deemed by the General Manager, Purchasing to have, within 3 years immediately preceding the date of this Contract, been found to be in default, in connection with any contract awarded by the Authority.

2. That this Contract is feasible of performance in accordance with all of its provisions and requirements and that the Consultant can and will perform, or cause to be performed, the Scope of Services in accordance with the provisions and requirements of this Contract.
3. That, except only for those representations, statements, or promises expressly contained in this Contract, and any exhibits attached hereto and incorporated by reference herein, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the Authority, its officials, Board members, agents, or employees, has induced the Consultant to enter into this Contract or has been relied upon by the Consultant, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Contract; (ii) the general conditions which may in any way affect the performance of this Contract; (iii) the compensation provisions of the Contract; or (iv) any other matters, whether similar to or different from those referred to in (i) through (iv) immediately above, affecting or having any connection with this Contract, the negotiation thereof, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith.
4. That, Consultant acknowledges that the Authority, in its selection of the Consultant to perform the Scope of Services hereunder, materially relied upon the Consultant's response(s) to the Authority's solicitation which is attached hereto as part of PART C, Exhibit 6 to the Contract, and the Consultant's oral presentation(s), if any.

PART B, ARTICLE 15. COMPLIANCE WITH ALL LAWS

15.1 Consultant's Compliance with All Laws.

The Consultant will at all times observe and comply with all laws, ordinances, Regulations, and codes of the Federal, State, City, Authority and other local government agencies that may in any manner affect the contents of the RFP or the performance of the Contract.

15.2 Permits and Licenses.

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

15.3 Civil Rights.

1. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132, and Federal Transit Law at 49 USC § 5332, the Consultant agrees that it will not discriminate against any employee or applicant on the basis of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:
 - a. **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal Transit Laws at 49 USC § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC § 2000e note), and with any applicable Federal statutes, executive orders,

regulations, and Federal policies that may in the future affect Services provided under this Contract. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action will include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with all implementing requirements FTA may issue.

b. **Age.** In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 623 and Federal Transit Law at 49 USC § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

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

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

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

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

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

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

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

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

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

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

15.4 Illinois Human Rights Act.

During the term of this Contract, the Consultant must:

1. Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination.
2. Comply with the procedures and requirements of the Illinois Department of Human Rights' regulations concerning equal employment opportunities and affirmative action.
3. Provide such information, with respect to its employees and applicants for employment, and assistance as the Department may reasonably request from time to time.
4. Have written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) Consultant's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission; (vi) directions on how to contact the Illinois Department of Human Rights and the Illinois Human Rights Commission; and (vii) protection against retaliation as provided in Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105). A copy of the policies must be provided to the Illinois Department of Human Rights upon request.
5. The Consultant must include verbatim or by reference, the provisions of this Section 15.4 in every subcontract it awards under which any portion of its obligations under this Contract are undertaken or assumed, so that such provisions will be binding upon such Subconsultant. In the same manner as with other provisions of this Contract, Consultant will be liable for such Subconsultant's compliance with applicable provisions of this clause; and further it will promptly notify the Authority and the Illinois Department of Human Rights in the event that any Subconsultant fails or refuses to comply therewith. In addition, the Consultant must not utilize any Subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

15.5 Disclosure of Ownership.

Any person, business entity, or agency that submits a proposal for the purpose of contracting with the Authority is required to complete all certifications, forms and statements contained in the Authority's RFP.

15.6 State Energy Conservation Plan.

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

15.7 Authority Ethics Ordinance.

The Consultant must comply with Authority Ordinance No. 89-88, as amended, the Authority Ethics Ordinance, the provisions of which are hereby incorporated into this Contract. The Consultant agrees that, as provided by Section 5.3 of the Ethics Ordinance, any Contract negotiated, entered into, or performed in violation of the Ethics Ordinance is void as to the Authority.

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

1. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 *et seq.* and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Scope of Services. Upon execution of this Contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted project for which Scope of Services are being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.
2. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Authority or to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the Authority of 49 USC § 5307, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5307 (n)(1) on the Consultant to the extent the Federal Government deems appropriate.
3. The Consultant agrees to include the above 2 clauses in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clauses must not be modified, except to identify the Subconsultant that will be subject to the provisions.

15.9 Foreign Trade Restrictions.

The Consultant, and each Subconsultant certifies that it:

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

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

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

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

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

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

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

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

15.10 Conflict of Interest.

1. No Board member, officer or employee of the Authority or other unit of local government, who exercises any functions or responsibilities in connection with the carrying out of the Scope of Services or the carrying out of the Scope of Services to which this Contract pertains, may have any personal interest, direct or indirect, in this Contract or the proceeds thereof.
2. In accordance with 41 USC § 22, the Consultant agrees that no member of or Delegate to the Congress of the United States, or the Illinois General Assembly and no members of the Chicago Transit Board or Authority employees, may be admitted to any share or part of this Contract or to any private financial interest, profit, or benefit arising herefrom.
3. The Consultant covenants that it, its officers, directors and employees, and the officers, directors, and employees of such of its members if a joint venture, and Subconsultants presently have no interest and will not acquire any interest, direct or indirect, in the Scope of Services to which this Contract pertains, which would conflict in any manner or degree with the performance of the Services hereunder. The Consultant further covenants that, in the performance of this Contract, no person having any such interest will be employed by the Consultant.
4. An organizational conflict of interest exists when the nature of work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or subcontractor or impair its objectivity in performing the Contract. The Consultant is prohibited from performing any work or services for the Authority that conflict with work or services that the Consultant performs under any other contract with the Authority. The restrictions in this paragraph are applicable to all Subconsultants. The Consultant has sole responsibility for compliance with this provision. Any violation of this provision is a material breach of the Contract, which is cause for termination.

15.11 No Exclusionary or Discriminatory Specifications.

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

15.12 No Federal Government Obligation to Consultant or Others.

1. The Consultant acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the award of this Contract, the Federal Government is not a party to this Contract and will not be subject to any obligations or liabilities to the Consultant, or any other person (whether or not a party to this Contract) in connection with this Contract or pertaining to any matter resulting from this Contract or the Scope of Services.
2. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause must not be modified, except to identify the Subconsultant who will be subject to its provisions.

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

The Consultant will at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the "Master Agreement" (Form FTA MA (8) dated October 2001) between the Authority and FTA, as they may be amended or promulgated from time to time during the term of this Contract. The Consultant's failure to so comply will constitute a material breach of this Contract.

15.14 Incorporation of Federal Transit Administration (FTA) Terms.

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

15.15 Environmental Requirements.

For all contracts exceeding \$100,000 in Contract Value, the Consultant must comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC § 1251 et seq, and the Clean Air Act, as amended, 42 USC § 7401 et seq. The Consultant also must report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required, to the FTA and the appropriate US EPA Regional Office.

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

15.16 Fly America.

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

PART B, ARTICLE 16. GOVERNING LAW AND JURISDICTION

16.1 Governing Law.

This Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles.

16.2 Jurisdiction.

The Consultant hereby irrevocably submits, and will require and cause its Subconsultants to submit, to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Contract. The Consultant agrees that service of process on the Consultant may be made, at the option of the Authority, either by registered or certified mail addressed to the applicable office as provided for in this Contract, by registered or certified mail addressed to the office actually maintained by the Consultant, or by personal delivery on any officer, director, or managing or general agent of the Consultant

PART C: INDEX OF EXHIBITS

EXHIBIT 1. SCOPE OF SERVICES

- 1.1 Services
- 1.2 Deliverables
- 1.3 Project Schedule/Contract Time

EXHIBIT 2. [INTENTIONALLY LEFT BLANK]

EXHIBIT 3. CONSULTANT'S KEY PERSONNEL AND AUTHORITY PROJECT MANAGER

EXHIBIT 4. CONSULTANT'S BEST AND FINAL OFFER

EXHIBIT 5. THE AUTHORITY'S RFP DOCUMENT

EXHIBIT 6. CONSULTANT'S TECHNICAL AND PRICE PROPOSALS (including completed certifications)

EXHIBIT 7. SPECIAL CONDITIONS

- CONSULTANT'S COMPLETED DBE PROPOSAL (including DBE certification)
- [LIST ADDITIONAL SPECIAL CONDITIONS PREPARED BY AUTHORITY, IF ANY]

EXHIBIT 8. INSURANCE REQUIREMENTS

[ATTACHED]

EXHIBIT 9. SUPPLEMENTAL MATERIAL

[ATTACHED]

EXHIBIT B

Special Conditions Disadvantaged Business Enterprises (DBE Commitment)

**SPECIAL CONDITIONS
DISADVANTAGED BUSINESS ENTERPRISE COMMITMENT
(Professional and Consultant Services)**

I. POLICY AND TERMS

- A. It is the policy of the Chicago Transit Authority (CTA) that Disadvantaged Business Enterprises (DBE) as defined in United States Department of Transportation (USDOT) Regulation 49 C.F.R., Part 23 and Section 106(c) Surface Transportation and Uniform Relocation Assistance Act of 1987 (STURAA), shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. This policy also applies to contracts financed in whole or in part with funds provided by UMTA, Illinois Department of Transportation (IDOT), Regional Transportation Authority (RTA) and the City of Chicago (City).
- B. Failure to carry out the commitments and policies set forth herein shall constitute a material breach of contract and may result in the termination of the contract or such remedy as CTA deems appropriate.
- C. Accordingly, the Contractor (hereinafter referred to as "Consultant" or "bidder/proposer") agrees to expend not less than the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by DBEs (Refer to Item VI, Page 9):

Disadvantaged Business Enterprise Goal: 30%

- D. For purposes of evaluating bidders' responsiveness, the contract DBE participation goal shall be a percentage of the Total Base Bid by the Contractor. However, the DBE participation goal shall apply to the total dollar value of this contract, inclusive of all amendments, modifications and change orders, and the Consultant agrees to make their best effort to include DBE participation in any contract modification work.
- E. This commitment may be met by the prime consultant's status as a DBE, or by a joint venture with one or more DBEs, or by subcontracting a portion of the work to one or more DBEs, or by the purchase of materials used in the performance of the contract from one or more DBEs or by any combination of the above.
- F. The Consultant, after exhausting all required efforts to involve DBEs directly and with prior approval by CTA, may also meet all or part of the DBE commitment by contracting with DBEs for the provision of goods and services not directly related to the performance of this contract. However, the Consultant shall, in determining the manner of DBE participation, first consider involvement of DBE firms as joint venture partners, subcontractors and suppliers of goods and services directly related to the performance of this contract. In all cases CTA requires the Consultant to demonstrate the specific efforts undertaken by it to involve DBE firms directly in the performance of this contract.
- G. The Consultant who fails to meet the DBE goal and fails to demonstrate sufficient "Good Faith" efforts shall not be eligible to be awarded the Contract.
- H. In connection with the performance of this contract, the consultant will cooperate with CTA in meeting its commitments and goals with regard to maximum utilization of Disadvantaged Business Enterprises (DBE), and will ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work under this contract agreement.
- I. Agreements between a consultant and a DBE in which the DBE promises not to provide subcontracting quotations to other consultants are prohibited.
- J. Consultants and their subconsultants agree to ensure that DBEs as defined in U.S.DOT Regulation 49 CFR, Part 23 and Section 106(c) (STURAA) have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, consultants and their subconsultants shall take all necessary and reasonable steps in accordance with 49 CFR, Part 23 and Section 106(c) (STURAA) to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Consultants and their subconsultants shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts assisted by the U.S. Department of Transportation.

II. DEFINITIONS

- A. "Disadvantaged Business Enterprise" or "DBE" means a small business concern awarded certification by the CTA as a business owned and controlled by socially and economically disadvantaged individuals in accordance with U.S.DOT Regulation 49 CFR, Part 23 and Section 106(c) (STURAA).
- B. "Socially and Economically Disadvantaged Individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans or women regardless of ethnicity, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act.

The Manager, DBE Program/Contract Compliance shall make a rebuttable presumption that individuals in the following groups are socially and economically disadvantaged. The Manager, DBE Program/Contract Compliance may also determine, on a case-by-case

basis, that individuals who are not a member of one of the following groups are 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, 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, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas; and
 5. "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan and Bangladesh.
- C. "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 \$14 million over the three previous fiscal years.
- D. "Directory" means the Directory of Certified Disadvantaged Business Enterprises maintained and published by the DBE Program/Contract Compliance Department. The Directory identifies firms that have been certified as DBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Consultants are responsible for verifying the current certification status of all proposed DBE firms.
- E. "Area of Specialty" means the description of the DBE firm's business which has been determined by the Manager, DBE Program/Contract Compliance to be most reflective of the DBE firm's claimed specialty or expertise. Each DBE letter of certification contains a description of their Area of Specialty. This information is also contained in the Directory. Credit toward this contract's DBE participation goals shall be limited to the participation of firms performing within their Area of Specialty. CTA reserves the right to investigate and determine active DBE participation and applicable DBE credit specifically identified for this contract prior to award.

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

- 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. Consultants 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 DBE firm(s) and non-DBE firm(s).

A joint venture is eligible for DBE credit if the DBE partner(s) share in the ownership, control, management responsibilities, risks and profits of the joint venture, and are responsible for a clearly defined portion of the work to be performed, in proportion with the DBE ownership percentage.

III. THIRD PARTY CHALLENGES TO ELIGIBILITY OF DBE FIRMS

- A. Any third party may challenge the socially and economically disadvantaged status of any individual presumed to be socially and economically disadvantaged pursuant to Title 49 C.F.R., Part 23.62 provided that the challenged individual is an owner of a firm certified by or seeking certification from CTA as a disadvantaged business. An individual who has a current 8 (a) certification from the Small Business Administration may not be challenged through this procedure.
- B. The challenge shall be in writing and shall include all information available to the challenging party relevant to the determination of whether the challenged individual is in fact socially and economically disadvantaged. The written challenge shall be filed with CTA's Manager, DBE Program/Contract Compliance Department.
- C. CTA shall determine, on the basis of the information provided to it, whether there is reason to believe that the challenged individual is, in fact, not socially and economically disadvantaged. If CTA determines that there is no reason to believe that the challenged individual is not socially and economically disadvantaged, CTA shall so inform the challenging party in writing. The decision is final and terminates the proceedings as hereinafter provided. If CTA determines that there is reason to believe that the challenged party is not socially and economically disadvantaged, CTA shall begin a proceeding as follows:
 1. CTA shall notify the challenged party that his or her status as a socially and economically disadvantaged individual has been challenged. The notice shall identify the challenging party and summarize the grounds for the challenge. The notice shall also require the challenged individual to provide CTA, within ten (10) business days, information sufficient to permit CTA to evaluate his or her status as a socially and economically disadvantaged individual. Failure to provide the requested information will result in decertification or denial of certification.
 2. CTA shall evaluate the information available to it, conduct such investigation as deemed necessary and make a proposed determination of the social and economic disadvantaged status of the challenged individual. CTA shall notify both parties of the proposed determination in writing, setting forth the reason(s) for its proposal. CTA shall also provide an opportunity to the parties for an informal hearing at which time each party shall have the opportunity to respond to this proposed determination in writing.

and in person. The rules of evidence shall not apply; there shall be no presence of witnesses or cross-examination.

3. Following the informal hearing, CTA shall make a final determination. CTA shall inform the parties, in writing, of the final determination, setting forth the reasons for its decision. In making its determination, CTA shall be guided by the social and economic eligibility standards of Title 49 C.F.R., Part 23.

D. During the pendency of a challenge under this office, the presumption that the challenged party is a socially and economically disadvantaged individual shall remain in effect.

E. Once CTA has made a final decision on a challenge matter, that determination goes into effect immediately with respect to CTA's Federally-assisted contracts. Except as provided in Title 49 C.F.R., Part 23.55, the decision by CTA shall be final for all contracts being let at the time of the final determination.

F. The final determination by CTA may be appealed by the adversely affected party to the Secretary, United States Department of Transportation under the procedures set forth in 49 C.F.R. Section 23.55. Any firm which believes that it has been wrongly denied certification as a DBE or joint venture may file an appeal in writing, signed and dated with the Secretary, United States Department of Transportation, no later than 180 days after the date of CTA's final determination. Third parties who have reason to believe that another firm has been wrongly denied or granted certification may advise the Secretary of the United States Department of Transportation.

IV. JOINT VENTURES

Consultants 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 a non-DBE firm.

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

- the DBE 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
- the DBE venturer(s) are responsible for a clearly defined portion of work to be performed, in proportion with the DBE ownership percentage.

The Manager, DBE Program/Contract Compliance will evaluate the proposed joint venture agreement, Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. In addition, the Manager, DBE Program/Contract Compliance shall consider the record of the joint venturers as joint venturers on CTA contracts. The decision of the Manager, DBE Program/Contract Compliance, regarding the eligibility of the Joint Venture shall be final.

NOTE: Credit for participation by DBEs in joint venture with non-DBEs does not require a minimum participation of 51 % venture ownership and control on the part of the DBE. A junior ownership interest only in the venture by the DBE can be credited toward the contract DBE goal in a pro rata fashion as indicated below, V. COUNTING DBE PARTICIPATION TOWARD THE CONTRACT GOAL.

DBE/non-DBE joint ventures are creditable at any tier. (Notice: CTA requires that, whenever a joint venture is proposed as the prime contractor, each joint venturer must sign the proposal to CTA.).

V. COUNTING DBE PARTICIPATION TOWARD THE CONTRACT GOAL

The inclusion of any DBE in the Consultant's DBE Utilization Plan shall not conclusively establish the Consultant's eligibility for full DBE credit for the firm's participation in the contract.

The Manager, DBE Program/Contract Compliance reserves the right to deny or limit DBE credit to the Consultant where any DBE is found to be engaged in substantial subcontracting or pass-through activities with others. In this regard, a Consultant may count toward its DBE goal only expenditures to firms that are currently certified with the CTA and 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 in carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Manager, DBE Program/Contract Compliance shall evaluate the amount of work subcontracted, industry practices and other relevant factors. The amount of DBE participation credit shall be based upon an analysis by the Manager, DBE Program/Contract Compliance of the specific duties that will be performed by the DBE. Each DBE will be expected to perform all of the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment.

Credit for the participation of DBE firms as joint venture partners shall be based upon a detailed analysis of the duties, responsibilities and risks undertaken by the DBE as specified by the joint venturer's executed joint venture agreement. The Manager, DBE Program/Contract Compliance reserves the right to deny or limit DBE credit to the Consultant where any DBE joint venture partner is found to have duties, responsibilities, risks of loss and management control over the joint venture that is not commensurate with or in proportion to its joint venture ownership.

DBE participation shall be counted toward the DBE goal set 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 Consultant may count toward its DBE goal a portion of the total dollar value of a contract with a joint venture eligible under the standards of the Special Conditions equal to the percentage of the ownership and control of the DBE venturer.

C. A Consultant may count toward its DBE goal only expenditures to firms that perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract 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 Manager, DBE Program/Contract Compliance shall evaluate the amount of work subcontracted, industry practices and other relevant factors.

Consistent with normal industry practices, a DBE may enter into subcontracts. If a DBE Consultant subcontracts 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 contractors involved to rebut this presumption.

D. A contractor may count towards its DBE goal sixty percent (60%) of its expenditures for materials and supplies required under the contract and obtained from a DBE regular dealer, and one-hundred percent (100%) of such expenditures to a DBE manufacturer.

For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.

For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be considered a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be considered as manufacturers or regular dealers within the meaning of this section.

E. A contractor may count towards its DBE goal the following expenditures to DBE firms that are not manufacturers or regular dealers:

1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Manager, DBE Program/Contract Compliance to be reasonable and not excessive as compared with fees customarily allowed for similar services.
2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies provided that the fee is determined by the Manager, DBE Program/Contract Compliance to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Manager, DBE Program/Contract Compliance to be reasonable and not excessive as compared with fees customarily allowed for similar services.

VI. GRANT OF RELIEF FOR BIDDERS: WAIVER OF DBE GOALS

In the event the Consultant finds it impossible to fully meet the DBE goal of this contract, the Consultant must submit a signed petition for grant of relief from this Special Condition on the Consultant's letterhead, accompanied by documentation demonstrating that all reasonable "good faith" efforts were made toward fulfilling the goal.

To demonstrate sufficient reasonable efforts to meet the DBE contract goal, a Consultant shall document the steps it has taken to obtain DBE participation, including but not limited to the following:

- A. Attendance at a pre-bid meeting, if any, scheduled by the CTA 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 20 days before bids or proposals are due. If 20 days are not available, publication for a shorter reasonable time is acceptable.
- C. Written notification to DBEs that their interest in the contract is solicited.
- D. Efforts made to select portions of the work proposed to be performed by DBEs in order to increase the likelihood of achieving the stated goal.
- E. Efforts to negotiate with DBEs for specific subbids including at a minimum:
 1. The names, addresses, and telephone numbers of DBEs that were contacted;
 2. A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed; and
 3. A statement of why additional agreements with DBEs were not reached;
- F. Concerning each DBE the competitor contacted but rejected as unqualified, the reason for the competitor's conclusion;

G. Efforts made to assist the DBEs contacted that needed assistance in obtaining bonding or insurance required by Consultant or CTA.

Consultants that fail to meet DBE goals and fail to demonstrate sufficient reasonable efforts will be deemed in non-compliance and shall not be eligible to be awarded the contract.

To ensure that all obligations under contracts awarded to DBEs are met, CTA shall review the contractor's DBE involvement efforts during the performance of the contract. The Consultant shall bring to the attention of CTA, any situation in which regularly scheduled progress payments are not made to DBE subcontractors.

If the bidder/proposer does not meet the DBE goal, price alone shall not be an acceptable basis for which the bidder may reject the DBE sub-bid unless the bidder/proposer can show to the satisfaction of CTA that no reasonable price can be obtained from a DBE. A determination of reasonable price is based on such factors as CTA's estimate for work under a specific subcontract, the bidder/proposer's own estimate for the specific subcontracts, and the average of bona fide prices quoted for the specific subcontract. A DBE bid for subcontract will be presumed to be unreasonable if the DBE's price exceeds the average price quoted by more than fifteen (15) percent.

VII. PROCEDURE TO DETERMINE BID COMPLIANCE

The following Schedules and described documents constitutes the Consultant's DBE proposal, and must be submitted with the Consultant's bid at time of bid opening. Failure to submit completed Schedules and described documents with Consultant's bid will cause the bid to be considered non-responsive and will be cause to reject the bid in its entirety.

A. Schedule B: Affidavit of DBE/Non-DBE Joint Venture

Where the bidder's DBE proposal includes the participation of any DBE as a joint venturer, on any tier, the bidder must submit, together with their bid, a Schedule B: Affidavit of DBE/Non-DBE Joint Venture with an attached copy of the joint venture agreement proposed among the parties.

The Schedule B, in conjunction with the joint venture agreement must clearly evidence that the DBE venturer will be responsible for a clearly defined portion of the work to be performed, and that the DBE firm's responsibilities are in proportion with their ownership percentage. 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 shall 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 operating personnel employed by the DBE to be dedicated to the performance of the project.

B. Schedule C: Letter of Intent from DBE to Perform as Subconsultant/Subcontractor/Supplier.

A Schedule C, executed by the DBE firm (or Joint Venture Subcontractor) must be submitted by the consultant with its bid at time of bid opening for each DBE included on their Schedule D. Each schedule must accurately detail the work to be performed by the DBE firm and the agreed rates and prices to be paid.

C. Letters of Certification.

1. A copy of each proposed DBE firm's current Letter of Certification or Recertification from CTA must be submitted with the proposal (LIQ or RFP).
2. All Letters of Certification or Recertification issued by CTA include a statement of the DBE firm's area of specialization and appropriate DBE goal credit (see Section V. COUNTING DBE PARTICIPATION TOWARD THE CONTRACT GOAL). The DBE firm's scope of work, as detailed by their Schedule C must conform to their stated area of specialization. Where a DBE is proposed to perform work not covered by their area of specialization, they must request in writing, an expansion of their area of specialization prior to their being proposed to perform such work. The DBE firm's request to expand the scope of their area of specialization, together with all documentation required by CTA to process that request, must be received by the Manager, DBE Program/Contract Compliance prior to the bid opening.

NOTE: In order for a non-certified DBE firm to be considered as a proposed DBE by the Consultant, a Schedule A, Certification Affidavit or Recertification Affidavit must be received by the DBE Program/Contract Compliance Department prior to the bid opening.

3. All Letters of Certification or Recertification are dated and are valid for one (1) year from the date of issue by CTA.

D. Joint Venture Agreements.

1. If the Consultant's DBE proposal includes the participation of DBE firm(s) as joint venturers on any tier (either as the Consultant or as a subcontractor), Consultant must provide a fully executed and notarized copy of the joint venture agreement, with their bid at time of opening.
2. In order to demonstrate the DBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the agreement must contain specific details related to:

- a. Contributions of capital and equipment;
- b. Work responsibilities or other performance to be undertaken by the DBE firm;
- c. The commitment of management, supervisory and operating personnel employed by the DBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g. check signing authority).

E. Schedule D: DBE Utilization Plan

1. Consultant must submit, together with the bid, a completed Schedule D committing them to the utilization of each listed DBE firm.
2. Except in cases where the consultant has received a complete waiver of the DBE goal in accordance with Section VI herein, the consultant must commit to the expenditure of a specific dollar amount of participation by each DBE firm included on their Schedule D. The total dollar commitment to proposed DBE firms must at least equal the DBE goal. Consultants are responsible for calculating the dollar equivalent to the DBE goal as a percentage of their total base bid, or, in the case of annual unit price, in conjunction with total estimated annual usage/expenditures.
3. All commitments made by the Consultant's Schedule D must conform to those presented in the submitted Schedule C. Except in cases where substantial and documented justification is provided, consultants will not be allowed to reduce the dollar commitment made to any DBE in order to achieve conformity between the Schedules C and D.
4. The submittals must have all spaces on the Schedule pages correctly filled in.
5. During the period before award, the submitted documentation will be evaluated. Furthermore, the bidder agrees to give upon request, earnest and prompt cooperation to the Manager, DBE Program/Contract Compliance in:
 - a. Submitting to interviews that may be necessary;
 - b. Allowing entry to places of business;
 - c. Providing further documentation; or
 - d. Soliciting the cooperation of a proposed DBE in providing such assistance.
6. A bid may be treated as non-responsive by reason of the determination that:
 - a. A bidder's proposal contains an insufficient level of DBE participation;
 - b. The bidder was found to be unresponsive or uncooperative when asked for further information relative to the proposal; or
 - c. False statements were made in the Schedules.
 - d. The DBE submitted is not certified by the CTA or has not submitted a Schedule A to the DBE Department prior to bid opening.
7. Bidders will not be permitted to modify their DBE proposal. All terms and conditions stipulated for prospective DBE subcontractors or suppliers must be satisfactorily negotiated prior to submission of the bidder's proposed DBE commitment. If circumstances should arise, however, where a proposed DBE becomes no longer available, the process described below in the section entitled IX, DBE SUBSTITUTIONS should be followed.
8. If the CTA determines that the DBE submitted is not certifiable, the CTA will treat the bid as non-responsive, and will not grant any time for a bidder to replace or substitute the named DBE.

VIII. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

- A. The consultant shall, within five (5) business days of receiving the awarded contract or prior to any work being performed, execute formal subcontracts or purchase orders with the DBE firms included in their proposed Schedules. These written agreements shall be made available to the Manager, DBE Program/Contract Compliance Department upon request.
- B. During the term of annual contracts, the Consultant shall submit regular "Status Reports of DBE Subcontract Payments." The frequency with which these reports are to be submitted will be determined by the Manager, DBE Program/Contract Compliance Department, but in no case will reports be required less often than on a quarterly basis. In the absence of written notice from the Manager, DBE Program/Contract Compliance, the Consultant's first Status Report of DBE Subcontract Payments will be due ninety (90) days after the date of contract award, and reports will be due quarterly thereafter.
- C. In the case of one-time procurements with either single or multiple deliveries, a "Status Report of DBE Subcontract Payments," indicating final DBE payments shall be submitted directly to the Manager, DBE Program/Contract Compliance Department, so as to assure receipt either at the same time, or before the using department receives contractor's final invoice. (NOTICE: Do not submit original invoices with "Status Report of DBE Subcontract Payments.")
- D. Status Report of DBE Subcontract Payments are to be submitted directly to: Manager, DBE Program/Contract Compliance Department, P.O. Box 7562, Chicago, IL 60680-7562.

IX. DBE SUBSTITUTIONS

- A. Arbitrary changes by the Consultant of the commitments earlier certified in the Schedule D are prohibited. Further, after once entering into each approved DBE subagreement, the consultant shall, thereafter, neither terminate the subagreement, nor reduce the scope of the work to be performed by the DBE, nor decrease the price to the DBE, without in each instance receiving prior written approval of the Manager, DBE Program/Contract Compliance Department.
- B. In some cases, however, it may become necessary to substitute a new DBE in order to actually fulfill the DBE requirements. In such cases, the Manager, DBE Program/Contract Compliance must be given reasons justifying the release by CTA of prior specific DBE commitments established in the consultant's bid proposal. The substitution procedure will be as follows:

1. The Consultant must notify the Manager, DBE Program/Contract Compliance immediately in writing of an apparent necessity to reduce or terminate a DBE subcontract and to propose a substitute firm for some phase of work, in order to sustain the fulfillment of the DBE contract goals.
2. The Consultant's notification to CTA should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following examples: A previously committed DBE was found not to be able to perform, or not to be able to perform on time; a committed DBE was found not to be able to produce acceptable work; a DBE previously committed to a given price later demands an unreasonable escalation of price.

The Consultant's position in these cases must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: A replacement firm has been recruited to perform the same work under terms more advantageous to the consultant; issues about performance by the committed DBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); a DBE has requested reasonable price escalation which may be justified due to unforeseen circumstances (i.e., a change in scope of DBE's work).

3. The Consultant's notification should include the name, address, and principal official of any proposed substitute DBE and the dollar value and scope of work of the proposed subcontract. The same DBE affidavits and documents, which are required of consultants, as enumerated above in Section VII, "Procedure to Determine Bid Compliance" shall be attached.
 4. CTA will evaluate the submitted documentation and respond within fifteen (15) working days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. The response may also be in the form of a rejection of the proposed DBE substitution with the reasons therefor included in CTA's response. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, CTA will instead respond as soon as practicable.
 5. Actual substitution of a DBE to fulfill contract requirements should not be made prior to CTA approval. Once notified of CTA approval, the substitute DBE subcontract must be executed within five (5) working days, and a copy of the DBE subcontract, with signatures of both parties to the agreement, should be submitted to CTA.
- C. CTA will not approve extra payment for escalated costs incurred by the Consultant when a substitution of subcontractors becomes necessary in order to comply with DBE contract requirements.
- D. After award of contract, no relief of the DBE requirements will be granted by CTA except in exceptional circumstances. Requests for complete or partial waiver of the DBE requirements of the contract must be made in writing, stating all details of the request, the circumstances, and all relevant information. The request must be accompanied by a record of all efforts taken by the Consultant to locate specific firms, solicit DBE bids, seek assistance from technical assistance agencies, etc., as outlined above in Section VI, "Grant of Relief for Bidders: Waiver of DBE Goals."
- E. In a case where an enterprise under contract was previously considered to be a DBE but is later found not to be, or whose work is found not to be creditable toward the DBE goal fully as planned, CTA will consider the following special criteria in evaluating a waiver request:
1. Whether the consultant was reasonable in believing the enterprise was a DBE or that eligibility or "counting" standards were not being violated;
 2. The adequacy of unsuccessful efforts taken to obtain a substitute DBE as outlined in Section VI above, "Grant of Relief for Bidders: Waiver of DBE Goal."
- F. The Manager, DBE Program/Contract Compliance has sole authority regarding all matters of DBE compliance, including the granting of waivers or other relief to Consultants.

X. NON-COMPLIANCE

- A. The Manager, DBE Program/Contract Compliance shall have the discretion to apply suitable sanction(s) to the Consultant if the Consultant is found to be in non-compliance with the DBE requirements. Failure to comply with the DBE terms of this contract or failure to use DBEs as stated in the Consultant's submitted schedules constitutes a material breach of this contract, and may lead to the suspension and/or termination of this contract in whole or in part; furthermore, continued eligibility to enter into future contracting arrangements with CTA may be jeopardized as a result of non-compliance. In some cases, payments may be withheld until corrective action is taken.

- B. When work is completed, in the event that CTA has determined that the Consultant was not compliant in the fulfillment of the required DBE goal, and a grant of relief of the requirement was not obtained, CTA will thereby be damaged in the failure to provide the benefit of participation to Disadvantaged Business Enterprises to the degree set forth in this SPECIAL CONDITION.
- C. Therefore, if CTA has determined, before the contract has been completed, the contractor is in non-compliance with the DBE goal, CTA will deduct part of the total contract amount, in cumulative amounts computed as follows:

For each one (1) percent (or fraction thereof) of shortfall towards the DBE goal, one (1) percent of the total contract amount shall be withheld from the Contractor as a means of satisfying the DBE goal shortfall.

XI. RECORD KEEPING

The Contractor shall maintain records of all relevant data with respect to the utilization of DBEs, retaining these records for a period of at least three (3) years after final acceptance of the work. Full access to these records shall be granted to the Chicago Transit Authority, Federal or State authorities in this project, the U.S. Department of Justice, the U.S. Department of Transportation, or any duly authorized representatives thereof.

XII. ASSISTANCE AGENCIES

The following agencies are available to the prospective bidders for assistance:

A. Management and technical assistance to minority and women contractors; linkage between major firms and DBEs:

U.S. Department of Transportation
Minority Business Resource Center
400 7th Street SW, Room 9410
Washington, DC 20590
Attn: Wendell K. Harbour
(202) 366-2852

Cosmopolitan Chamber of Commerce
1326 South Michigan Avenue, Suite 100
Chicago, Illinois 60605
Attn: Jerome Peters
(312) 786-0212

Illinois Department of Commerce and Community Affairs Small Business Office
100 West Randolph, Suite 3-400
Chicago, Illinois 60601
Attn: LaMar Green
(312) 917-3073 or 2082

National Association of Women Business Owners
414 Plaza Drive, Suite 209
Westmont, Illinois 60559
Attn: Judith Keel
(312) 655-0081

Grant Thornton Minority Business Development Center
600 One Prudential Plaza
Chicago, Illinois 60601
Attn: Ken Robinson
(312) 856-0200

Chicago Minority Business Development Center
Burgos & Associates, Inc.
35 East Wacker Drive, Suite 790
Chicago, Illinois 60601
Attn: Salvador Bayron
(312) 977-9190

B. Minority contractor associations; linkage major firms and DBEs:

Association of Asian Construction Enterprises
c/o Unval Chung, President
333 North Ogden Avenue
Chicago, Illinois 60607
(312) 421-4771

Black Contractors United (BCU)
c/o Glenn M. Harston, President
1641 North Milwaukee Avenue
Chicago, Illinois 60647
(312) 342-8484 or 373-0020

Hispanic-American Construction Industry Association (HACIA)
c/o Peter Martinez, Executive Director
222 West Adams, Suite 954
Chicago, Illinois 60606
(312) 641-2907

Midwest Contractors of Progress
c/o Cleveland Chapman
340 West 110th Place
Chicago, Illinois 60628
(312) 264-2700

C. Small business guaranteed loans; surety bond guarantees; 8(a) certification:

U.S. Small Business Administration
219 South Dearborn Street, Suite 437
Chicago, Illinois 60604
Attn: Howard R. Norris
(312) 353-4528

Bond Guarantee Program
Surety Bond
230 South Dearborn Street, 5th Floor
Chicago, Illinois 60604
Attn: Tony Zanetello
(312) 353-7331

Procurement Assistance
230 South Dearborn Street, 5th Floor
Chicago, Illinois 60604
Attn: Sam Gentile
(312) 353-1395

D. Project information, general DBE information; Directory of local and out-of-state construction and design DBEs:

Project Information

Chicago Transit Authority
Purchasing Department
567 W. Lake Street
Chicago, IL 60661-1498
Attn: General Manager, Purchasing
(312) 681-2420

DBE Information

Chicago Transit Authority
DBE/EEO Program/ Contract Compliance
567 W. Lake Street
Chicago, IL 60661-1498
Attn: Pamela J. Beavers
(312) 681-2600

E. Information on DBE availability in the manufacturing, sales or supplies, and related fields (direct assistance from 42 regional affiliates located throughout the U.S.):

National Minority Suppliers Development Council, Inc.
1412 Broadway - 11th Floor
New York, NY 10018
Attn: Anne Astrion
(212) 944-2430

Chicago Regional Purchasing Council
36 South Wabash, Suite 925
Chicago, IL 60602
Attn: Mae Foster Thompson
(312) 263-0105

XIII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with DBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as specified elsewhere in this contract and as they relate to Prime Contractor and Subcontractor obligations.

XIV. MINORITY FINANCIAL INSTITUTIONS/INSURANCE AGENCIES

The prime contractor is encouraged to use the services of banks and insurance agencies owned and controlled by minorities or women.

Schedule B AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

This form need not be submitted if all joint venturers are DBEs. In such a case, however, a written joint venture agreement among the DBE venturers must be submitted. In all proposed joint ventures, each DBE venturer must submit a copy of their current Letter of Certification.

ALL INFORMATION REQUESTED BY THIS SCHEDULE MUST BE ANSWERED IN THE SPACES PROVIDED. DO NOT REFER TO YOUR JOINT VENTURE AGREEMENT EXCEPT TO EXPAND ON ANSWERS PROVIDED ON THIS FORM. IF ADDITIONAL SPACE IS REQUIRED, 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. Ownership of the Joint Venture.

- A. What are the percentage(s) of DBE ownership of the joint venture?

DBE ownership percentage(s) _____

Non-DBE ownership percentage(s) _____

Schedule B
AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

VI. 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. Profit and loss sharing: _____

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 a joint venture of two or more firms participating in this joint venture:

VII. 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: _____

VIII. 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

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

[illegible]

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

- A. Are **any** proposed joint venture employees currently employed by either venturer? _____
 Currently employed by non-DBE (number) _____ Employed by DBE _____

B. Identify by name and firm the individual who will be responsible for hiring joint venture employees: _____

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

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

Schedule B
AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

The undersigned affirms 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 to provide to CTA current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of CTA or the Federal funding agency.

Any material misrepresentation will 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 on the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the Chicago Transit Authority directly 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	_____ Name and Title of Affiant
_____ Date	_____ Date

On this _____ day of _____, 19 _____, the above-signed officers

(Names of Affiants)

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

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

Signature of Notary Public

My Commission Expires: _____

SEAL

Schedule C:

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

***Bidder's or Proposer's failure to submit this form with their bid
will result in their bid being rejected in its entirety***

Name of Project/Contract: _____

Requisition No.: _____

Job Order No.: _____

From: _____
(Name of DBE Firm)

To: _____ and the Chicago Transit Authority
(Name of Prime Contractor)

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

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Pay Item No./Description	Quantity/Unit Price	Total

Sub (or Grand) Total: \$ _____

Partial Pay Items. (For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount):

Grand Total: \$ _____

If more space is needed to fully describe the DBE firm's (or DBE/non-DBE joint venture's) proposed scope of work and/or payment schedule, attach additional sheets.

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

Sub-Contracting Levels

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

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

NOTICE: IF 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 TEN PERCENT (10%) OF THE VALUE 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.

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

NOTICE: THIS SCHEDULE (AND ACCOMPANYING ATTACHMENTS TO BE SUBMITTED IN TRIPLICATE. ORIGINAL SIGNATURES REQUIRED ON ALL THREE (3) COPIES.

(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

Schedule D:
DBE UTILIZATION PLAN

***Bidder's or Proposer's failure to submit this form with their bid
will result in their bid being rejected in its entirety.***

Project Name: _____

Requisition No.: _____

Job Order No.: _____

State of _____

County (City) of _____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am the
_____ and duly authorized representative of
(Title of Affiant)

(Name of Prime Contractor)

and that I have personally reviewed the material and facts set forth in and submitted with the attached Schedules of Disadvantaged Business Enterprises (DBE), Schedule Cs and Schedule Bs (if applicable), being such information.

Names of DBE Firm(s)	Type of Work to be Performed (In accordance with Schedule Cs)	Contract Amount
		\$
		\$
		\$

Total DBE Credit: \$ _____

AFFIDAVIT OF PRIME CONTRACTOR

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) business days after receipt of the contract executed by the Chicago Transit Authority.

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 penalties 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 of Affiant)

(Date)

EXHIBIT C

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.

2. Protests regarding bid evaluation

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

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

3. Protests Regarding Award of Contract

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

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

E. Authority Response

1. Types of Protests

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

a. Protest regarding solicitation

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

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

b. Protests regarding bid evaluation

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

c. Protests after award

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

2. Decisions by Authority

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

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

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

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

SECTION II – FTA BID PROTEST PROCEDURE

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

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

EXHIBIT D

Certification – Debarment – Primary Participant

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

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

its principles:

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

EXHIBIT E

Certification – Debarment – Lower Tier Participant

**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.

EXHIBIT F

Certification – Drug Free Workplace

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) Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service; or
 - (6) 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)

EXHIBIT G

Certification – Lobbying

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)

EXHIBIT H

Brief History of Your Company

BRIEF HISTORY OF YOUR COMPANY

Tell us about your company:

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Local Contact Person: _____

Title: _____

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

How many years has your company been in business? _____

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

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

Manufacturer _____ Supplier _____ Distributor _____ Other (explain) _____

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

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

Firm Name

Contact Person

Telephone[illegible]

EXHIBIT I

Insurance Requirements

**CHICAGO TRANSIT AUTHORITY
INSURANCE AND BOND REQUIREMENTS**

[Short Form rev. 12/04/02]

REQUISITION NUMBER: **C06OP100420781**

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, *or*
- 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.

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

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:

STATUTORY Bodily Injury by Accident

STATUTORY Bodily Injury by Disease, Policy Limit

B. COMPREHENSIVE OR COMMERCIAL GENERAL LIABILITY:

\$2,000,000 General Aggregate (Per Location)

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

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

\$1,000,000 Per Occurrence

The Commercial General Liability policy shall include, without limitation: (i) Broad Form Contractual Liability, (ii) Products/Completed Operations to be maintained in full force and effect for a period of two (2) years following final completion of the work under the Contract, (iii) Independent Contractors' Protective Liability, (iv) Premises/Operations, including deletion of explosion, collapse and underground (XCU) exclusions, (v) Broad Form Property Damage, including Products/Completed Operations, (vi) 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

\$1,000,000 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. VALUABLE PAPERS INSURANCE

N/A

H. PROFESSIONAL LIABILITY

\$2,000,000 Claim N/A Annual Aggregate N/A Deductible (Maximum Permissible Deductible)

I. OTHER INSURANCE: **CTA ADDITIONAL INSURED ON THE GENERAL LIABILITY AS A LESSOR.**

PART IV BOND REQUIREMENTS

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

Type of bond required: Amount:

Type of bond required: Amount:

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				

- a) Each insurance policy required by this agreement, except policies for workers' compensation and professional liability, will read:
 "The Chicago Transit Authority is an additional insured as respects to operations and activities of, or on behalf of the named insured, performed under contract with or permit from the Chicago Transit Authority".
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for separation of insureds applicable to the named insured and the CTA.
- c) Workers Compensation and Property insurer shall waive all rights of subrogation against the Chicago Transit Authority.
- d) The receipt of this certificate by the CTA does not constitute agreement by the CTA that the insurance requirements in the contract have been fully met, or that the insurance companies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Receipt of Notice	Signature of Authorized Rep.
Certificate Holder/Additional Insured	Agency/Company
Chicago Transit Authority Dept. of Purchasing P.O. Box 7560 Chicago, IL 60680-7560	Address
	Telephone

EXHIBIT J

Disclosure of Ownership

DISCLOSURE OF OWNERSHIP

All businesses submitting proposals are required to complete the appropriate portion of this form. If more space is needed attach additional pages. In signing and submitting its proposals, of which this Disclosure of Ownership form is a part, the business certifies that the information submitted on this Disclosure of Ownership form is correct as of the date of the submittal of the proposal.

1. IF THE BUSINESS IS A CORPORATION, check this box ☐ and complete:
If the shares of the Corporation are not listed on the New York Stock Exchange or any regional exchange, list then name of each person who possesses either nominal or beneficial ownership or 5% or more of the Corporation's stock (list below). If none, type or print "NONE" in space below.

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 _____

TYPED OR PRINTED NAME	%INTEREST
_____	_____
_____	_____
_____	_____
_____	_____

2. IF THE BUSINESS IS A PARTNERSHIP, check this box ☐ and complete:
The name of each general, limited or individual partner entitled to receive 5% or more of the profit derived from partnership activities (list below). If none, type or print "NONE" in space below.

TYPED OR PRINTED NAME	%INTEREST
_____	_____
_____	_____
_____	_____
_____	_____

3. IF THE BUSINESS IS A SOLE PROPRIETORSHIP, check this box ☐ and complete:
The name of each person other than the owner entitled to receive 5% or more of the profits derived from the activities of the business (list below). If none, type or print "NONE" in space below.

TYPED OR PRINTED NAME	%INTEREST
_____	_____
_____	_____
_____	_____
_____	_____

EXHIBIT K

RFP Non-Disclosure Statements

RFP NON-DISCLOSURE STATEMENT CONSULTANT

In connection with the Proposal submitted herewith in response to the Chicago Transit Authority's ("CTA") Request for Proposal ("RFP"), **Requisition No. C06OP100420781 Request for Proposal (RFP) for Real Estate Management Services:**

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

RFP NON-DISCLOSURE STATEMENT SUB-CONTRACTOR

In connection with the Proposal submitted herewith in response to the Chicago Transit Authority's ("CTA") Request for Proposal ("RFP"), **Requisition No. C06OP100420781 Request for Proposal (RFP) for Real Estate Management Services:**

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

EXHIBIT L

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EXHIBIT M

Ownership Information

EXHIBIT M



Rapid Transit Stations

Purple Line -- Linden

Station	Ownership	Street Address	City	Zip Code
1. Linden	CTA (1)	349 West Linden Ave.	Wilmette	60091
2. Central	CTA (1)	1022 West Central Ave.	Evanston	60201
3. Noyes	CTA (1)	901 West Noyes St.	Evanston	60201
4. Foster	CTA (1)	900 West Foster St.	Evanston	60201
5. Davis	CTA (1)	1612 North Benson Ave.	Evanston	60201
6. Dempster	CTA (1)	1316 North Sherman Ave.	Evanston	60201
7. Main	CTA (1)	836 North Chicago Ave.	Evanston	60202
8. South Blvd.	CTA (1)	601 West South Blvd.	Evanston	60202

Yellow Line -- Skokie Swift

Station	Ownership	Street Address	City	Zip Code
9. Dempster	CTA/Skokie	5005 West Dempster Ave.	Skokie	60077

Red Line -- Howard

(Numbers refer to attached notes)

Station	Ownership	Street Address	City	Zip Code
10. Howard	CTA (1)	1649 West Howard St.	Chicago	60626
11. Jarvis	CTA (1)	1523-25 West Jarvis St.	Chicago	60626

12.	Morse	CTA (1)	1358 West Morse Ave.	Chicago	60626
13.	Morse (Lunt Entrance)	CTA (1)	1359 West Lunt Ave.	Chicago	60626
14.	Loyola	CTA (1)	1200-08 West Loyola Ave.	Chicago	60626
15.	Granville	CTA (1)	1119 W. Granville Ave.	Chicago	60660
16.	Thorndale	CTA (1)	1118 W. Thorndale Ave.	Chicago	60660
17.	Bryn Mawr	CTA (1)	1119 West Bryn Mawr Ave.	Chicago	60660
18.	Berwyn	CTA (1)	1121 W. Berwyn Ave.	Chicago	60640
19.	Argyle	CTA (1)	1118 W. Argyle St.	Chicago	60640
20.	Lawrence	CTA (1)	1117 W. Lawrence Ave	Chicago	60640
21.	Wilson	CTA (2)	4620 N. Broadway Ave	Chicago	60640
22.	Sheridan	CTA (2)	3940 N. Sheridan Ave.	Chicago	60613
23.	Addison	City, CTA (2,3,11)	940 W. Addison St.	Chicago	60613
24.	Belmont	CTA (2)	945-49 W. Belmont Ave.	Chicago	60657
25.	Fullerton	CTA (2)	943-47 W. Fullerton Ave.	Chicago	60614

Red Line -- State Street Subway

(Numbers refer to attached notes)

	Station	Ownership	Street Address	City	Zip Code
26.	North/Clybourn	City (4)	1599 N. Clybourn Ave.	Chicago	60622
27.	Clark/Division	City (4)	1200 N. Clark St.	Chicago	60610
28.	Chicago/State	City (4)	800 N. State St.	Chicago	60610
29.	Grand/State	City (4)	521 N. State St.	Chicago	60610

30.	Lake	City (4)	188 N. State St.	Chicago	60601
31.	Washington (Randolph Entrance)	City (4)	128 N. State St.	Chicago	60602
32.	Washington (Madison Entrance)	City (4)	20 S. State St.	Chicago	60603
33.	Monroe (Madison Entrance)	City (4)	26 S. State St.	Chicago	60603
34.	Monroe (Adams Entrance)	City (4)	126 S. State St.	Chicago	60603
35.	Jackson (Adams Entrance)	City (4)	230 S. State St.	Chicago	60604
36.	Jackson (Van Buren Entrance)	City (4)	312 S. State St.	Chicago	60604
37.	Congress	City (4)	403 S. State St.	Chicago	60605
38.	Harrison/State	City (4)	608 S. State St.	Chicago	60605
39.	Roosevelt/State Subway	City (4)	1167 S. State St.	Chicago	60605

Red Line – Dan Ryan

(Numbers refer to attached notes)

	Station	Ownership	Street Address	City	Zip Code
40.	Cermak	City (5)	138 W. Cermak Rd.	Chicago	60616
41.	Sox-35th	City (5,6)	142 W. 35th St.	Chicago	60616
42.	47th	City (5,6)	220 W. 47th St.	Chicago	60609
43.	Garfield	City (5,6)	220 W. Garfield Blvd.	Chicago	60609
44.	63rd	City (5,6)	220 W. 63rd St.	Chicago	60621
45.	69th	City (5,6)	15 W. 69th St.	Chicago	60621
46.	79th	City (5,6)	15 W. 79th St.	Chicago	60620
47.	87th	City (5,6)	15 W. 87th St.	Chicago	60620
48.	95th	City (5,6)	15 W. 95th St.	Chicago	60620

Blue Line -- Cermak(Numbers refer to
attached notes)

	Station	Ownership	Street Address	City	Zip Code
49.	54/Cermak	CTA (2)	5309 W. 21st Pl.	Cicero	60604
50.	Cicero	CTA (2)	2133 S. 48th Ave.	Cicero	60604
51.	Kostner	CTA (2)	2019 S. Kostner Ave.	Chicago	60623
53.	Pulaski	CTA (2)	2005-21 S. Pulaski Ave.	Chicago	60623
54.	Central Park	CTA (2)	1906-08 S. Central Park Ave.	Chicago	60623
55.	Kedzie	CTA (2)	1944 S. Kedzie Ave.	Chicago	60623
56.	California	CTA (2)	2011 S. California Ave.	Chicago	60608
57.	Western	CTA (2)	2009 S. Western Ave.	Chicago	60608
58.	Damen	CTA (2)	2010 S. Damen Ave.	Chicago	60608
59.	18th Street	CTA (2)	1710 W. 18th St.	Chicago	60608
60.	Polk	CTA (2)	1713 W. Polk St.	Chicago	60612

**Blue Line --
Dearborn-Milwaukee
Subway**(Numbers refer to
attached notes)

	Station	Ownership	Street Address	City	Zip Code
61.	Clinton/Congress	City (4)	426 S. Clinton St.	Chicago	60607
62.	LaSalle/Congress	City (4)	150 W. Congress Pkwy	Chicago	60605
63.	Jackson	City (4)	219 S. Dearborn St.	Chicago	60604
64.	Monroe	City (4)	114 S. Dearborn St.	Chicago	60603
64.	Washington	City (4)	127 N. Dearborn St.	Chicago	60602
65.	Clark/Lake	City (4)	117 W. Lake St.	Chicago	60601

66.	Grand/Milwaukee	City (4)	502 N. Milwaukee Ave.	Chicago	60610
67.	Chicago/Milwaukee	City (4)	800 N. Milwaukee Ave.	Chicago	60622
68.	Division/Milwaukee	City (4)	1200 N. Milwaukee Ave.	Chicago	60622

Blue Line -- Congress Forest Park	(Numbers refer to attached notes)
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	Station	Ownership	Street Address	City	Zip Code
69.	Forest Park	CTA (7)	711 S. Desplaines Ave.	Forest Park	60130
70.	Harlem	CTA (7)	701 S. Harlem Ave.	Forest Park	60130
71.	Oak Park	CTA (7)	950 S. Oak Park Ave.	Oak Park	60304
72.	Austin	CTA (7)	1050 S. Austin Ave.	Oak Park	60304
73.	Cicero	CTA (7)	720 S. Cicero Ave.	Chicago	60644
74.	Pulaski	CTA (7)	530 S. Pulaski Rd.	Chicago	60624
75.	Kedzie-Homan	CTA (7)	530 S. Kedzie Ave.	Chicago	60612
76.	Western	CTA (7)	430 S. Western Ave.	Chicago	60612
77.	Medical Center	CTA (7)	431 S. Paulina St.	Chicago	60612
78.	Racine	CTA (7)	430 S. Racine Ave.	Chicago	60607
79.	UIC-Halsted	CTA (7)	430 S. Halsted St.	Chicago	60607

Blue Line -- O'Hare(Numbers refer to
attached notes)

	Station	Ownership	Street Address	City	Zip Code
80.	Damen	CTA (2)	1588 N. Damen Ave.	Chicago	60622
81.	Western	CTA (2)	1909-11 N. Western Ave.	Chicago	60647
82.	California	CTA (2)	2211 N. California	Chicago	60647
83.	Logan Square	City (8)	2610 N. Milwaukee Ave.	Chicago	60647
84.	Belmont	City (8)	3355 W. Belmont Ave.	Chicago	60618
85.	Addison	City (8,9)	3622 W. Addison Ave.	Chicago	60618
86.	Irving Park	City (8,9)	4131 W. Irving Park Rd.	Chicago	60613
87.	Montrose	City (8,9)	4600 W. Montrose Ave.	Chicago	60641
88.	Jefferson Park	City (8,9)	4917 N. Milwaukee Ave.	Chicago	60630
89.	Harlem	City (9,10)	5550 N. Harlem Ave.	Chicago	60656
90.	Cumberland	City (9,10)	5800 N. Cumberland Ave.	Chicago	60631
91.	Rosemont	City (9,10)	5701 N. River Rd.	Rosemont	60018
92.	O'Hare	City (10)	1000 O'Hare Dr.	Chicago	60666

**Brown Line --
Ravenswood**(Numbers refer to
attached notes)

	Station	Ownership	Street Address	City	Zip Code
93.	Kimball	CTA (2)	4755-57 N. Kimball Ave.	Chicago	60625
94.	Kedzie	CTA (2)	4648 N. Kedzie Ave.	Chicago	60625
95.	Francisco	CTA (2)	4648 N. Francisco Ave.	Chicago	60625

96.	Rockwell	CTA (2)	4648 N. Rockwell Ave	Chicago	60625
97.	Western	CTA (2)	4645-49 N. Western Ave.	Chicago	60625
98.	Damen	CTA (2)	4643-47 N. Damen Ave.	Chicago	60625
99.	Montrose	CTA (2)	1814-16 W. Montrose Ave.	Chicago	60613
100.	Irving Park	CTA (2)	1816-18 W. Irving Park Rd.	Chicago	60613
101.	Addison	CTA (2)	1818-20 W. Addison St.	Chicago	60613
102.	Paulina	CTA (2)	3411 N. Paulina St.	Chicago	60613
103.	Southport	CTA (2)	3411 N. Southport Ave.	Chicago	60657
104.	Wellington	CTA (2)	945 W. Wellington Ave.	Chicago	60657
105.	Diversey	CTA (2)	940-44 W. Diversey Ave.	Chicago	60657
106.	Armitage	CTA (2)	944-46 W. Armitage Ave.	Chicago	60614
107.	Sedgwick	CTA (2)	1536-40 N. Sedgwick Ave.	Chicago	60610
108.	Chicago	CTA (2)	300-02 W. Chicago Ave.	Chicago	60610
109.	Merchandise Mart	City/CTA (2,11)	222 Merchandise Mart Plaza	Chicago	60654

Green Line / Orange Line

(Numbers refer to attached notes)

Station	Ownership	Street Address	City	Zip Code
110. Roosevelt Elevated Station	City/CTA (2,11)	22 E. Roosevelt Rd.	Chicago	60605

Green Line --East 63rd & Ashland/63

(Numbers refer to
attached notes)

Station	Ownership	Street Address	City	Zip Code
111. 35-Bronzeville-IIT	CTA (2)	16 E. 35th St.	Chicago	60616
112. Indiana	CTA (2)	4003 S. Indiana Ave.	Chicago	60653
113. 43rd Street	CTA (2)	314 E. 43rd St.	Chicago	60653
114. 47th Street	CTA (2)	314 E. 51st St.	Chicago	60653
115. 51st Street	CTA (2)	319 E. 51st St.	Chicago	60615
116. 55th Street	CTA (2)	320 E. Garfield Blvd.	Chicago	60637
117. King Drive	CTA (2)	400 E. 63rd St.	Chicago	60637
118. Cottage Grove-East 63rd	CTA (2)	800 E. 63rd St.	Chicago	60637
119. Halsted	CTA (2)	6321-25 S. Halsted St.	Chicago	60621
120. Ashland/63	CTA (12)	6315 S. Ashland Ave.	Chicago	60636

Green Line -- Lake Street

(Numbers refer to
attached notes)

Station	Ownership	Street Address	City	Zip Code
121. Harlem/Lake	CTA (13)	1 S. Harlem Ave.	Forest Park	60130
123. Oak Park	CTA (13)	100 S. Oak Park Ave.	Oak Park	60304
124. Ridgeland	CTA (13)	36 S. Ridgeland	Oak Park	60302
125. Austin	CTA (13)	351 N. Austin Ave.	Chicago	60644
126. Central	CTA (13)	350 N. Central Ave.	Chicago	60644
127. Laramie	CTA (13)	5148 W. Lake Street	Chicago	60644
128. Cicero	CTA (2)	4800 W. Lake Street	Chicago	60644

129. Pulaski	CTA (2)	4000 W. Lake St.	Chicago	60624
130. Conservatory	CTA (2)	3631 W. Lake St.	Chicago	60624
131. Kedzie	CTA (2)	3200 W. Lake St.	Chicago	60624
132. California	CTA (2)	2800 W. Lake St.	Chicago	60612
133. Ashland	CTA (2)	1601 W. Lake St.	Chicago	60612
134. Clinton	CTA (2)	540 W. Lake St.	Chicago	60606

Orange Line -- Midway

(Numbers refer to
attached notes)

Station	Ownership	Street Address	City	Zip Code
135. Midway	City (14)	4612 W. 59th St.	Chicago	60629
136. Pulaski	City (14)	5106 S. Pulaski Ave.	Chicago	60632
137. Kedzie	City (14)	4900 S. Kedzie St.	Chicago	60632
138. Western	City (14)	4901 S. Western Ave.	Chicago	60609
139. 35/Archer	City (14)	3528 S. Leavitt St.	Chicago	60609
140. Ashland	City (14)	3011 S. Ashland Ave.	Chicago	60608
141. Halsted	City (14)	2520 S. Archer Ave.	Chicago	60608

Loop Elevated

(Numbers refer to
attached notes)

Station	Ownership	Street Address	City	Zip Code
142. Washington/Wells	City/CTA (2,11)	100 N. Wells	Chicago	60606
143. Quincy/Wells	CTA (2)	220 S. Wells	Chicago	60606
144. LaSalle/Van Buren	CTA (2)	121 W. Van Buren St.	Chicago	60605
145. Library-State/Van Buren	City/CTA (2,11)	26 W. Van Buren St.	Chicago	60604
146. Adams/Wabash	CTA (2)	201-23 S. Wabash Ave.	Chicago	60603
147. Madison/Wabash	CTA (2)	2 N. Wabash Ave.	Chicago	60602

148.	Randolph/Wabash	CTA (2)	151 N. Wabash Ave.	Chicago	60602
149.	State/Lake	CTA (2)	200 N. State Street	Chicago	60601
150.	Clark/Lake (Thompson Center Entrance.)	City/CTA (2,11,15)	117 W. Lake St.	Chicago	60601
151.	Clark/Lake (203 N. LaSalle Entrance)	City/CTA (2,11,16)	203 N. LaSalle St.	Chicago	60601

Notes:

1. 1953 Warranty Deed-- From Chicago, Milwaukee, St. Paul and Pacific Railroad Company to CTA. (Operated under leasehold acquired in 1947 until 1953)
2. 1947 Trustee's Conveyance and Special Master's Deed to CTA.
3. 1995 City - CTA Agreement for Operation and Maintenance of the Howard - Dan Ryan Rapid Transit Facilities.
4. City of Chicago, City Council Ordinance dated April 23, 1945.
5. 1968 City - CTA Agreement for the Operation and Maintenance of the Dan Ryan Rapid Transit Facility.
6. 1967 Permit from State of Illinois to the City of Chicago for use of the Dan Ryan Expressway Median.
7. 1951, 1953 and 1954 - City, County, State and CTA Agreements for the Construction, Operation and Maintenance of the West Route of the Comprehensive Super Highway System.
8. 1967 City - CTA Agreement for the Operation and Maintenance of the Kennedy Rapid Transit Facility.
9. 1967 Permit from the State of Illinois to the City of Chicago for use of the Kennedy Expressway Median.
10. 1991 CITY - CTA Agreement for the Operation and Maintenance of the O'Hare Rapid Transit Extension.
11. City of Chicago constructed new rapid transit station(s) that replaced CTA station or stations.
12. 1998 - City of Chicago Quit Claim Deed to CTA for Englewood Extension of Green Line.

13. 1959-60 Lease Agreements between Chicago and North Western – Railway Company (now Union Pacific Railroad Company) and CTA.
14. City of Chicago acquired property and constructed rapid transit stations required for the Orange Line.
15. A portion of this facility is located in the Thompson Center and is subject to agreements with the State of Illinois.
16. A portion of this facility is located in the 203 N. LaSalle building and is subject to agreements with the building owner.

Additional note: This list covers stations only. It does not include Park n' Ride facilities.

EXHIBIT N

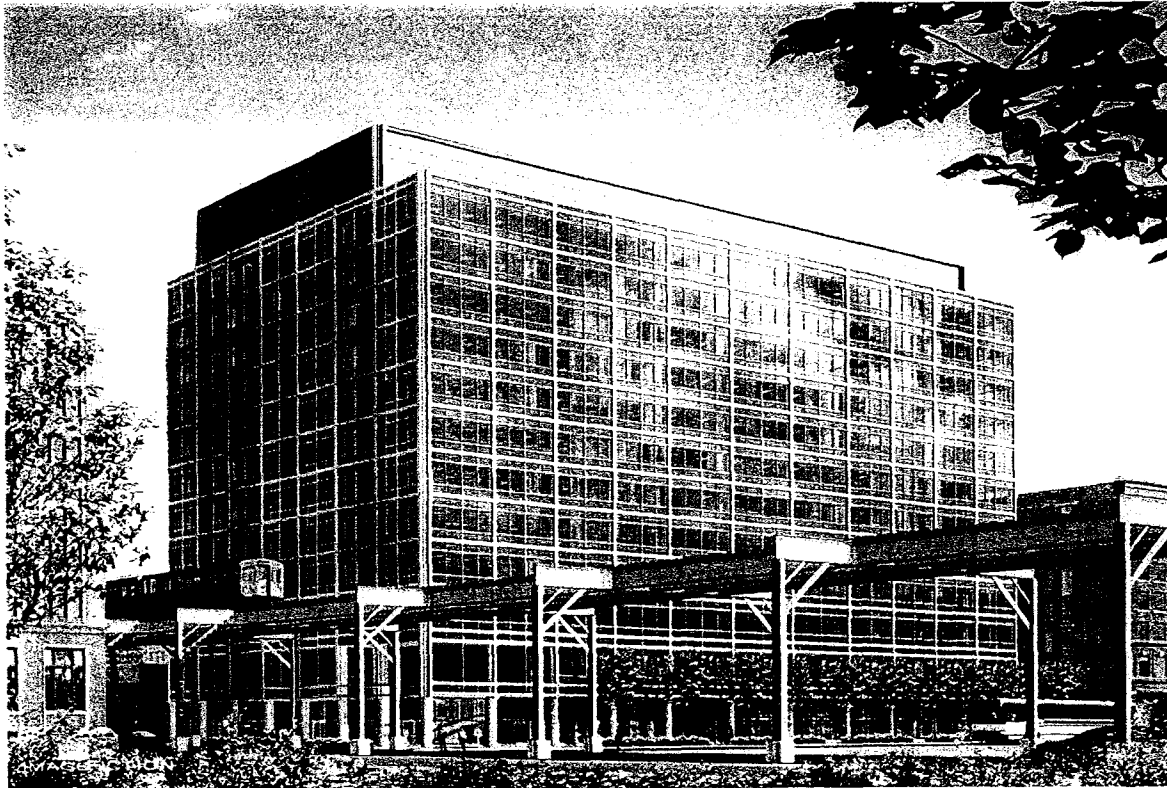
CTA Real Estate Directory

EXHIBIT N

REAL ESTATE DIRECTORY

Revised June 2006

Real Estate Owned, Leased or Used by CTA



CHICAGO



TRANSIT

AUTHORITY

Property and Real Estate Asset Management

Real Estate Directory

Revised June 2006

The Property and Real Estate Asset Management Department is pleased to present to you an updated CTA real estate directory. It contains a summary of CTA properties. It can be useful as you conduct business at CTA. This version supersedes the last revision that was issued in 2000. Since 2000, CTA has made some additions to its inventory, including new substations, a few more park and ride lots and some additional rental properties. If you need more information regarding these locations, please contact a member of the Property and Real Estate Asset Management group.



COVER PHOTOGRAPH

After many years of conducting its administrative functions at the Merchandise Mart, CTA found a new home for its general office. In October, 2004, CTA moved these functions to a newly constructed building located at 567 West Lake Street, Chicago (the corner of Jefferson and Lake). The building contains 12 floors, includes retail space and has a total area of 394,000 square feet. It is adjacent to CTA's Clinton (Green Line) el stop, which makes the building easily accessible to both customers and employees alike.



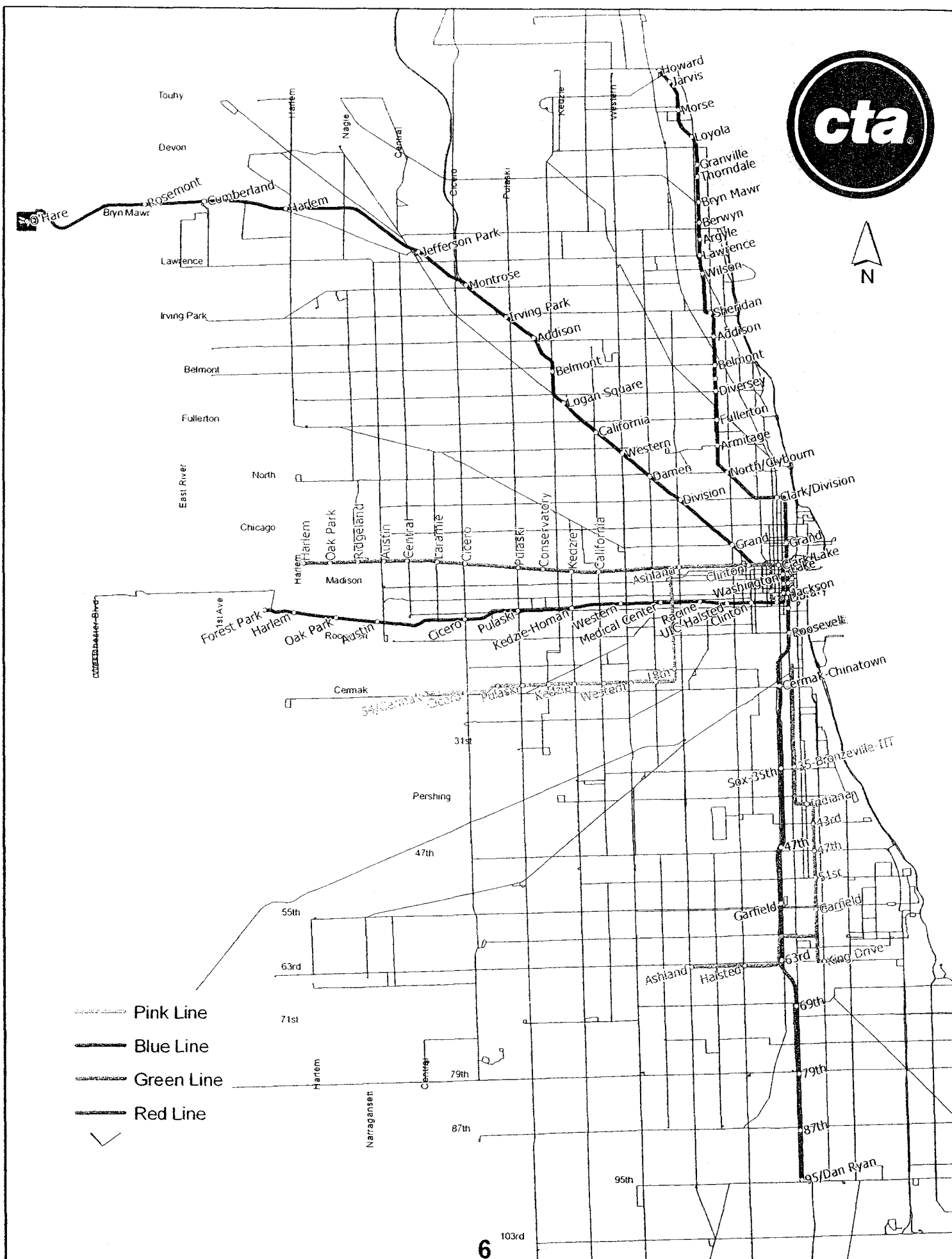
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*The Pink Line, as denoted on the right-of-way, is an experimental route that was established by the Chicago Transit Board on February 15, 2006 by ordinance no. 006-30. The experiment went into effect on June 25, 2006. It is subject to further review by the Board.





Rail Systems Right of Way

Real Estate Directory

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Right of Way Segment	Owned by CTA	Linear Miles	Leased (Lessor)	Linear Miles	Other	Linear Miles
Red Line Howard Branch	Howard St. (7600N)/Paulina St. (1700W) to Wisconsin Ave. (1900N)/Bissell St. (950W) (Includes Brown Line & Purple Line from School St. (3300N) to Wisconsin Ave.)	7.5	Fullerton Ave. (2400N) to Belden Ave. (2300N) at 950W. (DePaul University)			
Dan Ryan Branch	None	N/A	None	N/A	Dan Ryan Expwy. Median: 23rd St. to 95th St. (at approx. 100W); City of Chicago, Cook County, State of Illinois	N/A
Pink Line Douglas Branch/Paulina Connector	54th Ave./Cermak Rd., Cicero to Paulina/Lake	7.4	None	N/A	None	N/A
Blue Line Congress Branch					Eisenhower Expwy. Median: Lathrop Ave. (7600W)/Eisenhower Expwy. (700S), Forest Park, to Halsted St. (800W)/Eisenhower Expwy. (500S); Villages of Forest Park & Oak Park, City of Chicago, Cook County and State of Illinois (includes Douglas Service from Paulina St. (1700W) to Halsted St.)	8.7
O'Hare Branch	None	N/A	None	N/A		N/A
	Dearborn Subway	2.2	None	N/A	None	N/A
				N/A	Milwaukee/Kimball Subway: Logan Square to Cornelia (3500N)/Central Park (3600W), City of Chicago	1.2
					Kennedy Expwy. Median: Cornelia & Central Park to O'Hare Airport, City of Chicago, Cook County, State of Illinois	10.98
Green Line Lake Branch	None	N/A	Harlem Ave. (7200W)/Circle Ave. (100S) Forest Park to Laramie Ave. (5200W)/Lake St. (400N) (Portion of Union Pacific right-of-way)	2.5	Elevated over City of Chicago Street (Lake) from Laramie Ave. to Wabash Ave., over Wabash (45E) from Lake (200N) to Harrison (600S), over Holden Ct. (25E) from Harrison to 18th St.	N/A
	18th St. At. Holden Ct. (25E) to 59th St. at Calumet Ave. (325E)	5.1	None	N/A	None	N/A
Englewood Branch	59th/Calumet to 63rd/Hermitage (1732W)	3	None	N/A	None	N/A
Jackson Park Branch	59th/Calumet to 63rd/Calumet	0.5	None	N/A	Elevated over City of Chicago Street (63rd) from Calumet to Cottage Grove (800E)	0.75



cta

N

Yellow Line

31st

ving

47th

55th



Rail Systems Right of Way

Real Estate Directory

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Right of Way Segment	Owned by CTA	Linear Miles	Leased (Lessor)	Linear Miles	Other	Linear Miles
Brown Line	Spaulding Ave. (3300W)/Eastwood Ave. (4632N) to Howard Branch right of way at Clark Junction, School St. (3300N)/Sheffield Ave. (1000W)	4.7	None	N/A	Elevated over City of Chicago Streets from Chicago/Franklin to Lake/Wells	0.7
	Wisconsin Ave. (1900N)/Bissell St. (950W) to Chicago Ave. (800N)/Franklin St. (300W)	2.2				
Purple Line	Howard St. (7600N)/Paulina St. (1700W) to Maple Ave. (300N) and 3rd St. (300W), Wilmette	3.4	Milburn St. (2250N) west of Ridge Av. (1000W) to Isabella St. (2600N); additional right of way for embankment & retaining wall purposes (Metro Water Recl. District)	0.5	None	N/A
Yellow Line	Chicago Ave. (500W) at Brummel (200N) Evanston, to 5005 Dempster St., Skokie	4.2	3200W to 3899W (at 7800N), Skokie (Metro Water Recl. District)	0.5	Alternating Strips of land between Oakton St. (8000N) and Dempster St. (8800N) in Skokie, just West of Skokie Blvd. at approx. 4900 W. Ownership divided between CTA and Commonwealth Edison, subject to dual easements	N/A
Orange Line	None	N/A	None	N/A	Elevated over City of Chicago Streets and City Railroad embankment from Roosevelt/State to 59th/Kilpatrick	10.95
Loop Elevated Structure	None (Includes Orange Line, Brown Line, Green Line and Purple Line)	N/A	None	N/A	Elevated over the following City of Chicago Streets: a. Lake (200N) from Wells (200W) to Wabash (45E) b. Wabash from Lake to Van Buren (400S) c. Van Buren, from Wabash to Wells d. Wells, from Van Buren to Lake	2
Non-Revenue Right of Way	Cermak to Fed. Junction, Roosevelt/State to 14th/Holden Ct., Lake St. (200N)/Paulina St. (1700W) to Harrison St. (600S)/Paulina	0.8	None	N/A	None	N/A

1. Portions of CTA right of way that pass over or under thoroughfares, railroad rights of way, and waterways have been deleted from linear mile totals.

Note:

2. CTA owns a total of 138 parcels of land, approximately 650 square feet each and known as back lots. These lots were formerly part of three rail system branches that have either been torn down or replaced by a new route. There are 100 lots that were formerly part of Garfield Park Line, 28 that were formerly part of the Normal Line and 10 that were part of the Logan Square Line. (These parcels are rail system surplus property.)

RAIL VEHICLE STORAGE YARDS



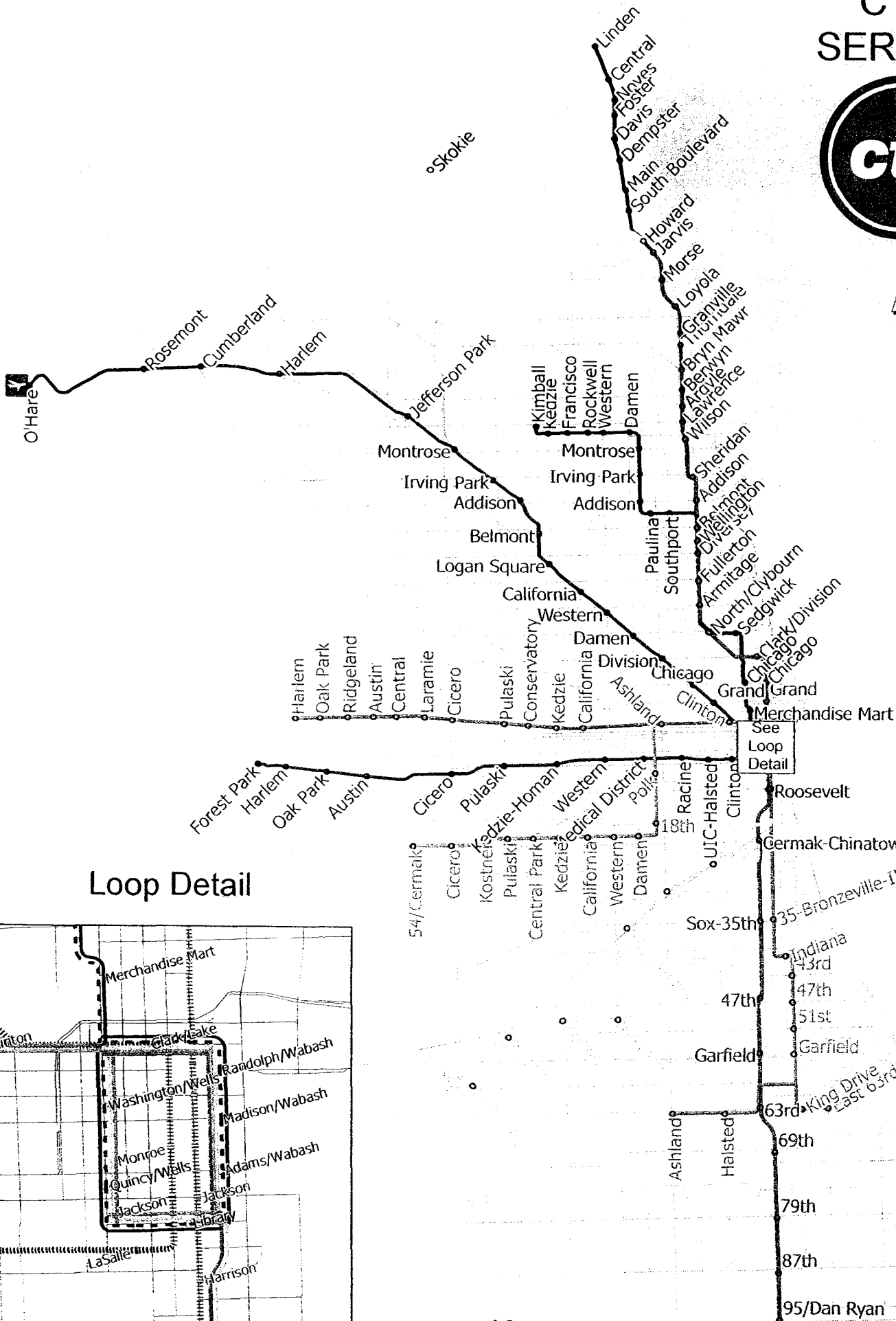


Rail Vehicle Service Facilities/Yards

Real Estate Directory

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Rail Yards	Street Address	City	Zip Code	Approx. Shop Area In Sq. Ft.	Approx Yard Area In Sq. Ft.
1. Des Plaines	711 S. Des Plaines Avenue	Forest Park	60130	27,361	203,750
2. Harlem	1 S. Harlem Avenue	Forest Park	60130	37,570	148,200
3. Howard	1825 W. Juneway Terrace	Chicago	60626	95,000	653,400
4. Kimball	3365 W. Lawrence Avenue	Chicago	60625	60,923	299,700
5. Linden	Linden Avenue & 4th Street	Wilmette	60091	13,690	131,100
6. Midway	5601 S. Kilpatrick Avenue	Chicago	60629	88,000	806,676
7. Racine	6320 S. Racine Avenue	Chicago	60636	8,872	140,000
8. Rosemont	5700 N. River Road	Rosemont	60091	88,000	523,000
9. Skokie Shops	3701 W. Oakton Street	Skokie	60076	236,700	1,412,625
10. 54th	2134 S. 54th Avenue	Cicero	60650	27,350	231,700
11. 61st	329 E. 61st Street	Chicago	60637	47,373	206,392
12. 98th	9800 S. State Street	Chicago	60628	35,230	389,760





Rapid Transit Stations

Real Estate Directory

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PURPLE Linden Station

	Street Address	City	Zip Code
1. Linden	349 West Linden Ave.	Wilmette	60091
2. Central	1022 West Central Ave.	Evanston	60201
3. Noyes	901 West Noyes St.	Evanston	60201
4. Foster	900 West Foster St.	Evanston	60201
5. Davis	1612 North Benson Ave.	Evanston	60201
6. Dempster	1316 North Sherman Ave.	Evanston	60201
7. Main	836 North Chicago Ave.	Evanston	60202
8. South Blvd.	601 West South Blvd.	Evanston	60202
9. Howard	1649 West Howard St.	Chicago	60626

YELLOW Skokie Swift Station

	Street Address	City	Zip Code
10. Dempster	5005 West Dempster Ave.	Skokie	60077
11. Howard	1649 West Howard St.	Chicago	60626

RED Howard Station

	Street Address	City	Zip Code
12. Howard	1649 West Howard St.	Chicago	60626
13. Jarvis	1523-25 West Jarvis St.	Chicago	60626
14. Morse	1358 West Morse Ave.	Chicago	60626
15. Morse (Lunt Entrance)	1359 West Lunt Ave.	Chicago	60626
16. Loyola	1200-08 West Loyola Ave.	Chicago	60626
17. Granville	1119 W. Granville Ave.	Chicago	60660
18. Thorndale	1118 W. Thorndale Ave.	Chicago	60660
19. Bryn Mawr	1119 West Bryn Mawr Ave.	Chicago	60660



Rapid Transit Stations

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20. Berwyn	1121 W. Berwyn Ave.	Chicago	60640
21. Argyle	1118 W. Argyle St.	Chicago	60640
22. Lawrence	1117 W. Lawrence Ave.	Chicago	60640
23. Wilson	4620 N. Broadway Ave.	Chicago	60640
24. Sheridan	3940 N. Sheridan Rd.	Chicago	60613
25. Addison	940 W. Addison St.	Chicago	60613
26. Belmont	945-49 W. Belmont Ave.	Chicago	60657
27. Fullerton	943-47 W. Fullerton Ave.	Chicago	60614

State Street Station	Street Address	City	Zip Code
28. North/Clybourn	1599 N. Clybourn Ave.	Chicago	60622
29. Clark/Division	1200 N. Clark St.	Chicago	60610
30. Chicago/State	800 N. State St.	Chicago	60610
31. Grand/State	521 N. State St.	Chicago	60610
32. Lake	188 N. State St.	Chicago	60601
33. Washington (Randolph Entrance)	128 N. State St.	Chicago	60602
34. Washington (Madison Entrance)	20 S. State St.	Chicago	60603
35. Monroe (Madison Entrance)	26 S. State St.	Chicago	60603
36. Monroe (Adams Entrance)	126 S. State St.	Chicago	60603
37. Jackson (Adams Entrance)	230 S. State St.	Chicago	60604
38. Jackson (Van Buren Entrance)	312 S. State St.	Chicago	60604
39. Harrison/State	608 S. State St.	Chicago	60605
40. Roosevelt/State	1167 S. State St.	Chicago	60605



Rapid Transit Stations

Real Estate Directory

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DAN RYAN

Station	Street Address	City	Zip Code
41. Cermak	138 W. Cermak Rd.	Chicago	60616
42. Sox-35th	142 W. 35th St.	Chicago	60616
43. Sox-35th (33rd Entrance)	143 W. 33rd St.	Chicago	60616
44. 47th	220 W. 47th St.	Chicago	60609
45. Garfield	220 W. Garfield Blvd.	Chicago	60609
46. 63rd	220 W. 63rd St.	Chicago	60621
47. 69th	15 W. 69th St.	Chicago	60621
48. 79th	15 W. 79th St.	Chicago	60620
49. 87th	15 W. 87th St.	Chicago	60620
50. 95th	15 W. 95th St.	Chicago	60620

PINK Cermak Station

Station	Street Address	City	Zip Code
51. 54/Cermak	5309 W. 21st Pl.	Cicero	60804
52. 54/Cermak (Laramie Entrance)	2130 S. Laramie Ave.	Cicero	60804
53. Cicero	2133 S. 48th Ave.	Cicero	60804
54. Kostner	2019 S. Kostner Ave.	Chicago	60623
55. Kostner (Kildare Entrance)	2020 S. Kildare Ave.	Chicago	60623
56. Pulaski	2005-21 S. Pulaski Ave.	Chicago	60623
57. Central Park	1906-08 S. Central Park Ave.	Chicago	60623
58. Kedzie	1944 S. Kedzie Ave.	Chicago	60623
59. California	2011 S. California Ave.	Chicago	60608
60. Western	2009 S. Western Ave.	Chicago	60608
61. Damen (Hoyne Entrance)	2011 S. Hoyne Ave.	Chicago	60608
62. Damen	2010 S. Damen Ave.	Chicago	60608



Rapid Transit Stations

Real Estate Directory

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63. 18th Street 1710 W. 18th St. Chicago 60608

64. Polk 1713 W. Polk St. Chicago 60612

BLUE LINE

Dearborn-Milwaukee Subway

Station	Street Address	City	Zip Code
65. Clinton/Congress	426 S. Clinton St.	Chicago	60607
66. LaSalle/Congress	150 W. Congress Pkwy	Chicago	60605
67. Jackson (Van Buren (S) Entrance)	328 S. Dearborn St.	Chicago	60604
68 Jackson (Van Buren (N) Entrance)	314 S. Dearborn St.	Chicago	60604
69. Jackson (Adams Entrance)	219 S. Dearborn St.	Chicago	60604
70. Monroe (Adams Entrance)	114 S. Dearborn St.	Chicago	60603
71. Monroe (Madison Entrance)	30 S. Dearborn St.	Chicago	60603
72. Washington (Madison Entrance)	19 N. Dearborn St.	Chicago	60602
73. Washington (Randolph Entrance)	127 N. Dearborn St.	Chicago	60602
74. Clark/Lake (Thompson Center Entrance)	117 W. Lake St.	Chicago	60601
75. Clark/Lake (Lake/Wells Entrance)	191 N. Wells St.	Chicago	60606
76. Clark/Lake (203 N. LaSalle Entrance)	203 N. LaSalle St.	Chicago	60601
77. Grand/Milwaukee	502 N. Milwaukee Ave.	Chicago	60610
78. Chicago/Milwaukee	800 N. Milwaukee Ave.	Chicago	60622
79. Division/Milwaukee	1200 N. Milwaukee Ave.	Chicago	60622

Forest Park

Station	Street Address	City	Zip Code
80. Forest Park	711 S. Des Plaines Ave.	Forest Park	60130
81. Harlem (Circle Exit)	701 S. Harlem Ave.	Forest Park	60130
82. Harlem	701 S. Harlem Ave.	Forest Park	60130
83. Oak Park	950 S. Oak Park Ave.	Oak Park	60304



Rapid Transit Stations

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84. Oak Park (East Avenue Entrance)	951 S. East Ave.	Oak Park	60304
85. Austin	1050 S. Austin Ave.	Oak Park	60304
86. Austin (Lombard Entrance)	1050 S. Lombard Ave.	Oak Park	60304
87. Cicero	720 S. Cicero Ave.	Chicago	60644
88. Pulaski	530 S. Pulaski Rd.	Chicago	60624
89. Kedzie-Homan (Kedzie Entrance)	530 S. Kedzie Ave.	Chicago	60612
90. Kedzie-Homan (Homan Entrance)	530 S. Homan St.	Chicago	60612
91. Western	430 S. Western Ave.	Chicago	60612
92. Medical Center (Ogden Entrance)	430 S. Ogden Ave.	Chicago	60612
93. Medical Center (Damen Entrance)	430 S. Damen Ave	Chicago	60612
94. Medical Center (Paulina Entrance)	431 S. Paulina St.	Chicago	60612
95. Racine	430 S. Racine Ave.	Chicago	60607
96. Racine (Loomis Entrance)	431 S. Loomis St.	Chicago	60607
97. UIC-Halsted (Morgan Entrance)	430 S. Morgan St.	Chicago	60607
98. UIC-Halsted (Peoria Entrance)	430 S. Peoria St.	Chicago	60607
99. UIC-Halsted (Halsted Entrance)	430 S. Halsted St.	Chicago	60607

O'Hare Station	Street Address	City	Zip Code
100. Damen	1588 N. Damen Ave.	Chicago	60622
101. Western	1909-11 N. Western Ave.	Chicago	60647
102. California	2211 N. California	Chicago	60647
103. Logan Square	2610 N. Milwaukee Ave.	Chicago	60647
104. Logan Square (Kedzie Entrance)	2620 N. Kedzie Ave.	Chicago	60647
105. Logan Square (Spaulding Entrance)	2620 N. Spaulding Ave.	Chicago	60647
106. Belmont	3355 W. Belmont Ave.	Chicago	60618



Rapid Transit Stations

Real Estate Directory

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107. Addison	3622 W. Addison Ave.	Chicago	60618
108. Irving Park	4131 W. Irving Park Rd.	Chicago	60641
109. Irving Park (Pulaski Entrance)	3900 N. Pulaski Ave.	Chicago	60641
110. Montrose	4600 W. Montrose Ave.	Chicago	60641
111. Jefferson Park	4917 N. Milwaukee Ave.	Chicago	60630
112. Harlem	5550 N. Harlem Ave.	Chicago	60656
113. Cumberland	5800 N. Cumberland Ave.	Chicago	60631
114. Rosemont	5701 N. River Rd.	Rosemont	60018
115. O'Hare	1000 O'Hare Dr.	Chicago	60666

BROWN LINE

Ravenswood Station

	Street Address	City	Zip Code
116. Kimball	4755-57 N. Kimball Ave.	Chicago	60625
117. Kedzie	4648 N. Kedzie Ave.	Chicago	60625
118. Francisco	4648 N. Francisco Ave.	Chicago	60625
119. Rockwell	4648 N. Rockwell Ave.	Chicago	60625
120. Western	4645-49 N. Western Ave.	Chicago	60625
121. Damen	4643-47 N. Damen Ave.	Chicago	60625
122. Montrose	1814-16 W. Montrose Ave.	Chicago	60613
123. Irving Park	1816-18 W. Irving Park Rd.	Chicago	60613
124. Addison	1818-20 W. Addison St.	Chicago	60613
125. Paulina	3411 N. Paulina St.	Chicago	60657
126. Southport	3411 N. Southport Ave.	Chicago	60657
128. Belmont	945-49 W. Belmont Ave.	Chicago	60657
129. Wellington	945 W. Wellington Ave.	Chicago	60657
130. Diversey	940-44 W. Diversey Ave.	Chicago	60657



Rapid Transit Stations

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131. Fullerton	943-47 W. Fullerton Ave.	Chicago	60614
132. Armitage	944-46 W. Armitage Ave.	Chicago	60614
133. Sedgwick	1536-40 N. Sedgwick Ave.	Chicago	60610
134. Chicago	300-02 W. Chicago Ave.	Chicago	60610
135. Merchandise Mart	222 Merchandise Mart Plaza	Chicago	60654

GREEN East 63rd & Ashland/63

Station	Street Address	City	Zip Code
136. 35-Bronzeville-IIT	16 E. 35th St.	Chicago	60616
137. 35-Bronzeville-IIT (34th Street Entrance)	16 E. 34th St.	Chicago	60616
138. Indiana	4003 S. Indiana Ave.	Chicago	60653
139. 43rd Street	314 E. 43rd St.	Chicago	60653
140. 47th Street	314 E. 47th St.	Chicago	60653
141. 51st Street	319 E. 51st St.	Chicago	60615
142. Garfield	320 E. Garfield Blvd.	Chicago	60637
143. King Drive	400 E. 63rd St.	Chicago	60637
144. Cottage Grove-East 63rd	800 E. 63rd St.	Chicago	60637
145. Halsted	6321-25 S. Halsted St.	Chicago	60621
146. Ashland/63	6315 S. Ashland Ave.	Chicago	60636

Lake Station

Station	Street Address	City	Zip Code
147. Harlem/Lake	1 S. Harlem Ave.	Forest Park	60130
148. Harlem/Lake (Marion Entrance)	1 S. Marion St.	Oak Park	60302
149. Oak Park	100 S. Oak Park Ave.	Oak Park	60304
150. Ridgeland	36 S. Ridgeland Ave.	Oak Park	60302
151. Austin	351 N. Austin Ave.	Chicago	60644



Rapid Transit Stations

Real Estate Directory

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152. Central	350 N. Central Ave.	Chicago	60644
153. Laramie	5148 W. Lake Street	Chicago	60644
154. Cicero	4800 W. Lake Street	Chicago	60644
155. Pulaski	4000 W. Lake St.	Chicago	60624
156. Conservatory- Central Park Drive	3631 W. Lake St.	Chicago	60624
157. Kedzie	3200 W. Lake St.	Chicago	60624
158. California	2800 W. Lake St.	Chicago	60612
159. Ashland	1601 W. Lake St.	Chicago	60612
160. Ashland (Justine Entrance)	1532 W. Lake St.	Chicago	60612
161. Clinton	540 W. Lake St.	Chicago	60606

ORANGE

Midway Station

	Street Address	City	Zip Code
162. Midway	4612 W. 59th St.	Chicago	60629
163. Pulaski	5106 S. Pulaski Ave.	Chicago	60632
164. Kedzie	4900 S. Kedzie Ave.	Chicago	60632
165. Western	4901 S. Western Ave.	Chicago	60609
166. 35/Archer	3528 S. Leavitt St.	Chicago	60609
167. Ashland	3011 S. Ashland Ave.	Chicago	60608
168. Halsted	2520 S. Archer Ave.	Chicago	60608
169. Roosevelt	22 E. Roosevelt Rd.	Chicago	60605

Loop Elevated Station

	Street Address	City	Zip Code
170. Washington/Wells	100 N. Wells St.	Chicago	60606
171. Quincy/Wells	220 S. Wells St.	Chicago	60606
172. LaSalle/Van Buren	121 W. Van Buren St.	Chicago	60605
173. Library-State/Van Buren	26 W. Van Buren St.	Chicago	60604



Rapid Transit Stations

Real Estate Directory

Revised June 2006

174. Adams/Wabash	201-23 S. Wabash Ave.	Chicago	60603
175. Madison/Wabash	2 N. Wabash Ave.	Chicago	60602
176. Randolph/Wabash	151 N. Wabash Ave.	Chicago	60602
177. State/Lake	200 N. State Street	Chicago	60601
178. Clark/Lake (Thompson Center Entrance)	117 W. Lake St.	Chicago	60601
179. Clark/Lake (203 N. LaSalle Entrance)	203 N. LaSalle St.	Chicago	60601

ELECTRICAL SUBSTATIONS (1-23)





Electrical Substations

Real Estate Directory

Revised June 2006

Location	Street Address	City	Zip	Approx. Area in Sq. Ft.
1. Archer	3750 S. Archer Ave.	Chicago	60632	3,450
2. Ashland	3055 S. Ashland Ave.	Chicago	60608	3,540
3. Broadway	5847 N. Broadway Ave.	Chicago	60660	5,335
4. Bryn Mawr	7300 W. Higgins Ave.	Chicago	60656	3,731
5. Calvary	200 N. Chicago Ave.	Evanston	60202	4,945
6. Cermak	2213 S. Canal St.	Chicago	60616	3,540
7. Clark	3360 N. Clark St.	Chicago	60657	3,828
8. Clifton	1058 W. Montrose Ave.	Chicago	60640	6,750
9. Cottage Grove	862 E. 63rd St.	Chicago	60637	13,142
10. Cumberland	8400 W. Seminole St.	Chicago	60631	3,731
11. Des Plaines	711 S. Des Plaines Ave.	Forest Park	60130	4,939
12. Douglas	2011 S. Western Ave.	Chicago	60608	4,696
13. East Lake	10 E. Lake St.	Chicago	60601	3,480
14. East 63rd	6249 S. Prairie Ave.	Chicago	60637	9,760
15. Edmunds	5500 W. Edmunds St.	Chicago	60630	4,368
16. Franklin	321 S. Franklin St.	Chicago	60606	11,781
17. Gage	9579 W. Gage St.	Rosemont	60018	4,667
18. Hamlin	3701 W. Oakton St.	Skokie	60076	2,852
19. Harding	1926 S. Harding Ave.	Chicago	60623	2,926
20. Harlem	1 S. Harlem Ave.	Forest Park	60130	4,500
21. Haymarket	127 N. Des Plaines Ave.	Chicago	60606	3,400
22. Hermitage	619 S. Hermitage Ave.	Chicago	60612	6,600
23. Illinois	152 W. Illinois St.	Chicago	60610	7,007

ELECTRICAL SUBSTATIONS (24-46)





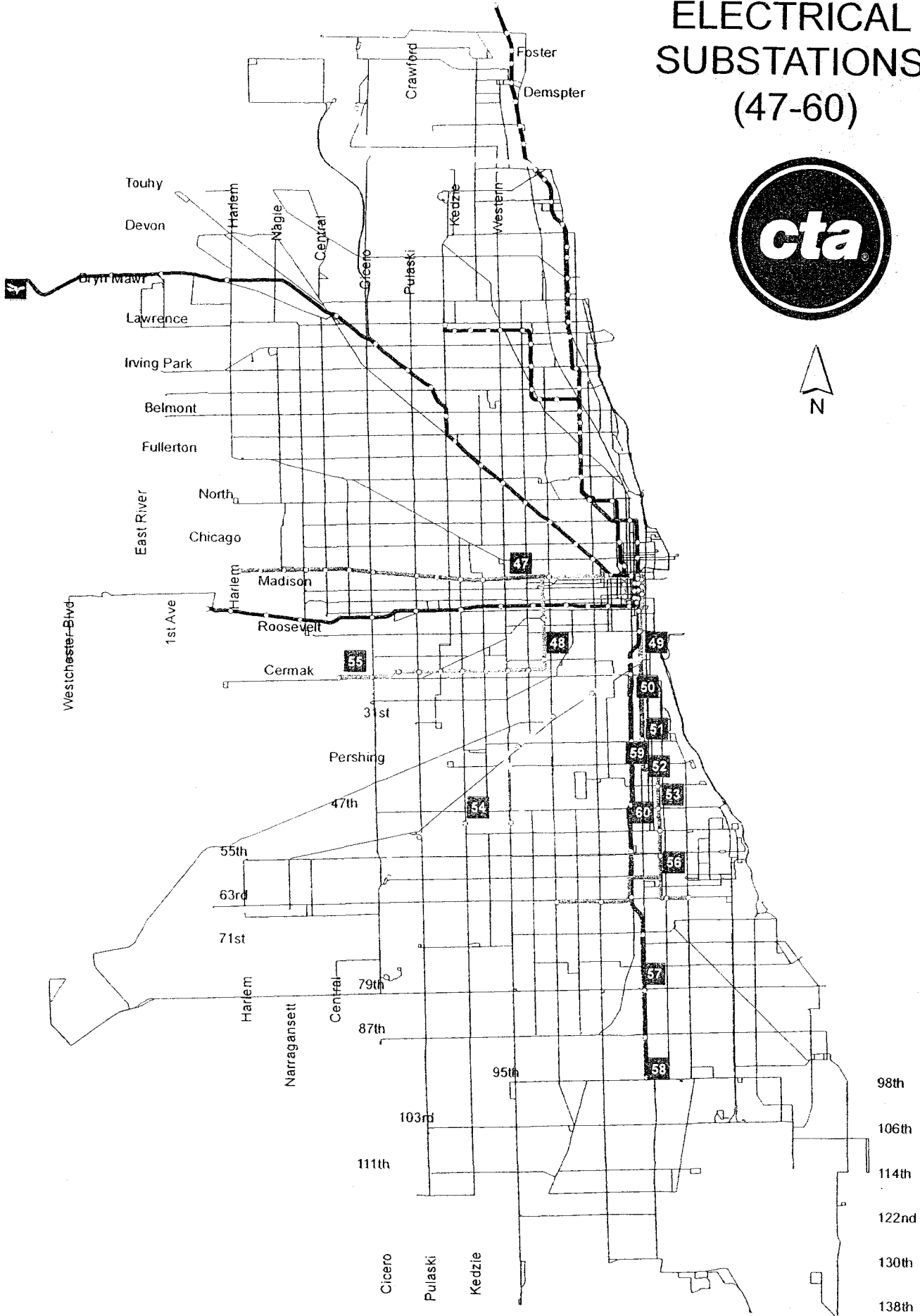
Electrical Substations

Real Estate Directory

Revised June 2 006

Location	Street Address	City	Zip	Approx. Area in Sq. Ft.
24. Kedvale	4120 W. Irving Park Rd.	Chicago	60641	21,318
25. Kedzie	3210 W. Harrison St.	Chicago	60624	6,517
26. Kimball	4755 N. Kimball Ave.	Chicago	60625	2,616
27. Kolmar	614 S. Kolmar Ave.	Chicago	60624	6,251
28. Lincoln	2560 N. Lincoln Ave.	Chicago	60614	9,746
29. Linden	349 Linden Ave.	Wilmette	60091	2,948
30. Loomis	6320 S. Loomis Blvd.	Chicago	60620	2,581
31. Lotus	342 N. Lotus Ave.	Chicago	60644	7,770
32. Midway	4642 W. 59th St.	Chicago	60629	4,525
33. Milwaukee	1078 N. Milwaukee Ave.	Chicago	60622	7,073
34. Nagle	6223 W. Bryn Mawr Ave.	Chicago	60646	3,731
35. Noyes	837 Noyes St.	Evanston	60201	3,676
36. Oakley	2311 W. 48th Pl.	Chicago	60609	3,540
37. O'Hare	11601 W. Touhy Ave., Bldg. 474 Terminal Area	Chicago	60666	3,731
38. Princeton	258 W. 63rd St.	Chicago	60621	10,080
39. Pulaski	5159 S. Keeler Ave.	Chicago	60630	3,540
40. Ravenswood	4650 N. Lincoln Ave.	Chicago	60625	11,229
41. Ridgeland	328 Garfield St.	Oak Park	60304	12,980
42. Sacramento	2420 N. Sacramento Ave.	Chicago	60647	18,831
43. Sedgwick	1537 N. Hudson Ave.	Chicago	60610	9,300
44. Skokie	4859 Lee St.	Skokie	60076	24,518
45. Springfield	3910 W. Lake Street	Chicago	60624	23,187
46. State	1235 S. State Street	Chicago	60605	5,760

ELECTRICAL SUBSTATIONS (47-60)





Electrical Substations

Real Estate Directory

Revised June 2006

Location	Street Address	City	Zip	Approx. Area in Sq. Ft.
47. Western	201 N. Western Avenue	Chicago	60612	9,676
48. 17th	1717 W. 17th Street	Chicago	60608	3,000
49. 18th	1706-12 S. Wabash Avenue	Chicago	60616	11,700
50. 27th	127 W. 27th Street	Chicago	60616	9,200
51. 35th	3519-23 S. State Street	Chicago	60609	7,700
52. 42nd	4200 S. Wabash Avenue	Chicago	60653	9,660
53. 47th	4710-12 S. Calumet Avenue	Chicago	60615	6,400
54. 49th	4838 S. Kedzie Avenue	Chicago	60632	3,540
55. 54th	2134 S. 54th Avenue	Cicero	60804	3,426
56. 59th	5909 S. Prairie Avenue	Chicago	60637	5,500
57. 79th	102 W. 79th Street	Chicago	60620	4,640
58. 95th	9540 S. Lafayette Avenue	Chicago	60628	16,896
59.	3938-44 S. Wentworth Avenue	Chicago	60609	12,239
60.	5008-14 S. Wells Sttreet	Chicago	60609	7,939

PARK & RIDE LOTS





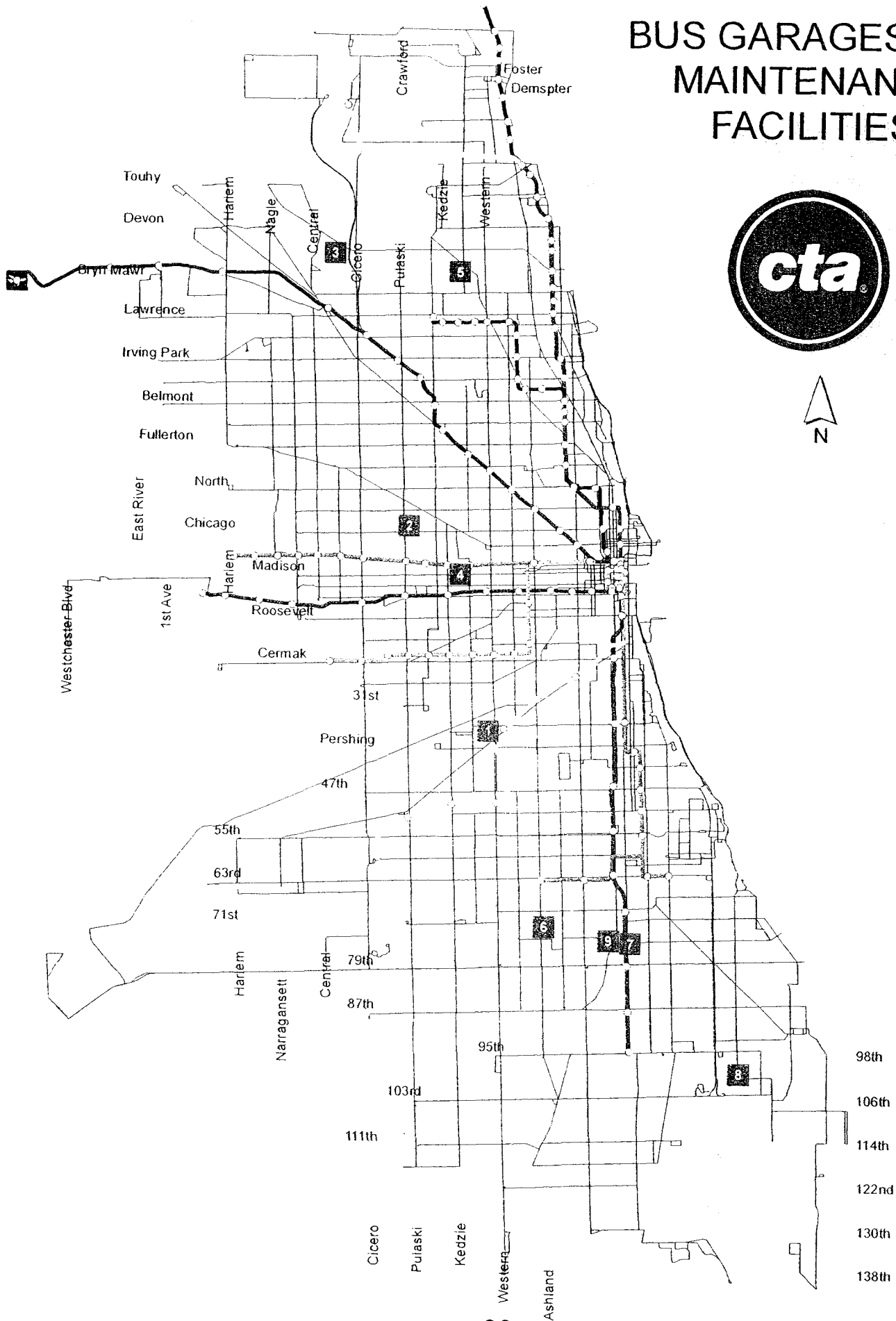
Park & Ride Lots

Real Estate Directory

Revised June 2006

Name	Street Address	Owned By	Operated By	Spaces
1. Ashland/63	6315 S. Ashland Ave.	CTA	Standard Parking	235
2. Cumberland	5800 N. Cumberland Ave.	State of Illinois and Cook County	Standard Parking	1,633
3. Forest Park	711 S. DesPlaines Ave.	CTA	Village of Forest Park	648
4. Halsted/Archer	2520 S. Archer Ave.	City of Chicago	Standard Parking	31
5. Kedzie/Lawrence	4648 N. Kedzie Ave.	City of Chicago	Standard Parking	50
6. Kimball/Lawrence	4755-57 N. Kimball Ave.	CTA	Standard Parking	73
7. Linden	349 Linden Ave.	CTA	Village of Wilmette	328
8. Midway	4612 W. 59th St.	City of Chicago	Standard Parking	299
9. 51/Pulaski	5106 S. Pulaski Rd.	City of Chicago	Standard Parking	390
10. Rosemont	5801 N. River Rd	State of Illinois, Cook County and Toll Authority	Village of Rosemont	798
11. Skokie	5005 W. Dempster St.	CTA, Commonwealth Edison, & Skokie	Village of Skokie	441
12. 49/Western	4901 S. Western Ave.	City of Chicago	Standard Parking	200
13. 35/Archer	3528 S. Leavitt St.	City of Chicago	Standard Parking	69
14. 48/Kedzie	3243 W. 48th Pl.	CTA	Standard Parking	157
15. 54/Cermak	Cermak & Central Ave.	CTA	Standard Parking	175
16. Garfield	5419-49 S. Prairie Ave.	CTA	Standard Parking	117
17. Howard Gateway	7474 N. Rogers Ave.	CTA	Standard Parking	592
18. Harlem/Higgins	5550 N. Harlem Ave.	CTA	Standard Parking	53

BUS GARAGES AND MAINTENANCE FACILITIES





Bus Garage & Maintenance Facilities

Real Estate Directory

Revised June 2006

Bus Garages

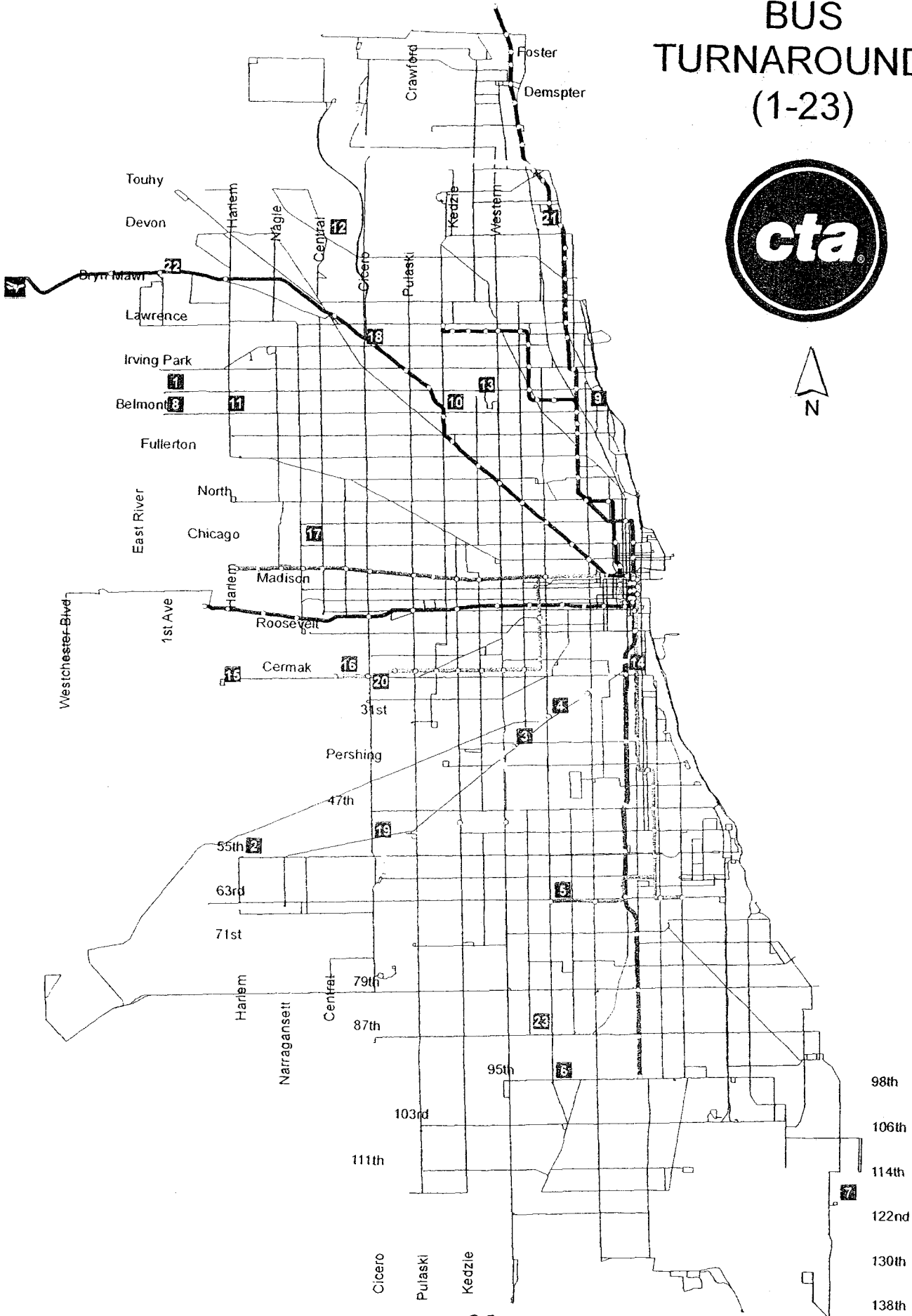
Location	Address	Zip	Approx. Building Area in Sq. Ft.	Approx. Land Area in Sq. Ft.
1. Archer	2600 W. Pershing Rd.	60632	224,910	274,810
2. Chicago	4301 W. Chicago Ave.	60651	343,640	1,179,189
3. Forest Glen	5419 W. Armstrong Ave.	60646	64,215	451,788
4. Kedzie	358 S. Kedzie Ave. 414-26 S. Kedzie Ave.	60612 60612	322,000	472,761
5. North Park	3112 W. Foster Ave.	60625	77,794	581,109
6. 74th	1715-1907 W. 74th St.	60636	370,640	645,560
7. 77th	210 W. 79th St.	60620	437,177	730,665
8. 103rd	10201 S. Stony Island Ave.	60617	384,704	809,562

Major Overhaul Shops

Location	Address	Zip	Shop Area	Yard Area
9. South Shops	210 W. 79th St.	60620	290,065 s.f.	750,658 s.f.

Note: 77th-79th/Vincennes property includes approximately 2,000,000 square feet.

BUS TURNAROUNDS (1-23)





Bus Turnarounds

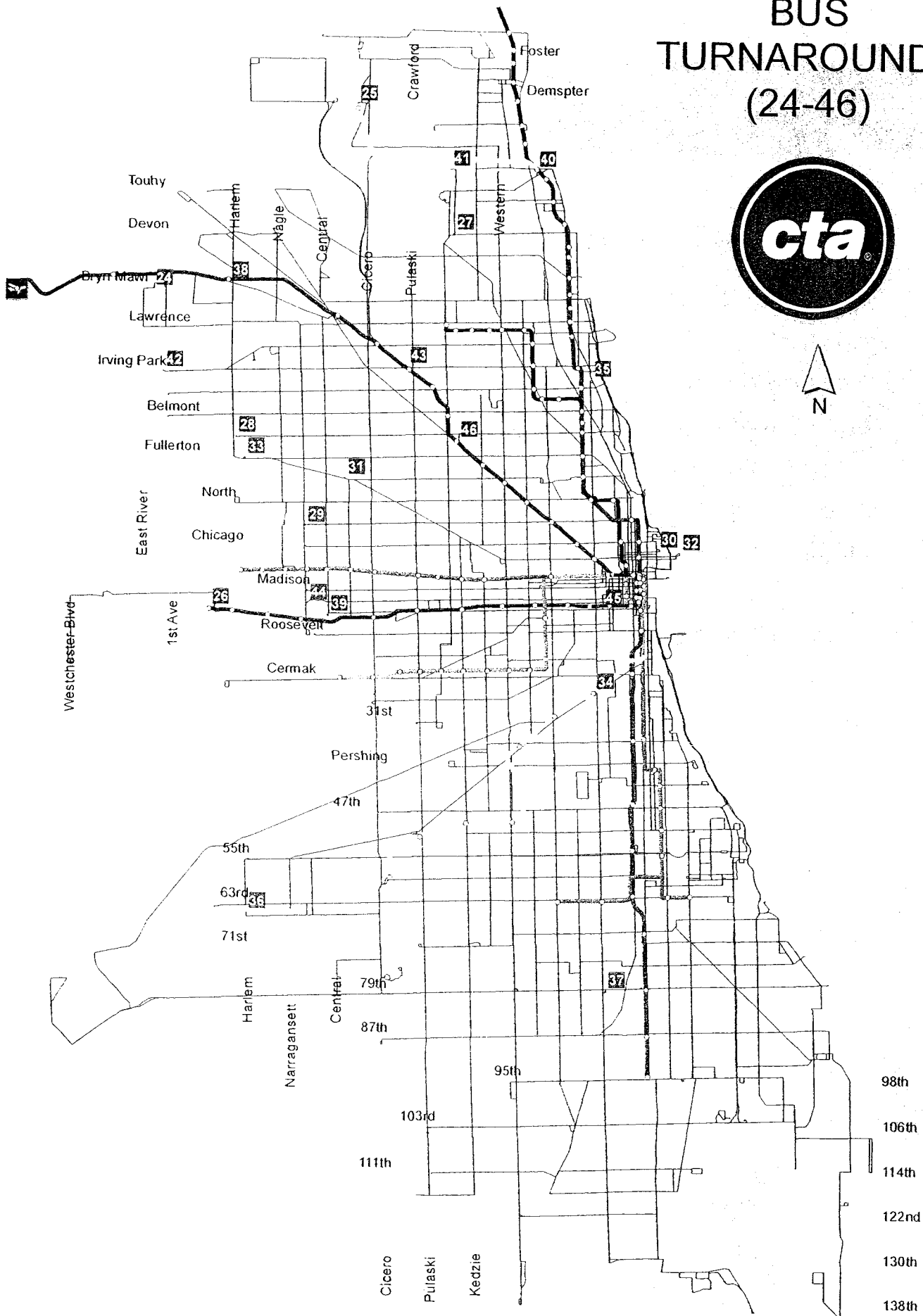
Real Estate Directory

Revised June 2006

Location	Status	City	Approx, Area in Sq. Ft.	Employee Restroom
1. Addison/Pontiac SW	CTA	Chicago	13,400	Yes
2. Archer/Neva, NE	CTA	Chicago	17,500	Yes
3. Archer/35th	OMA	Chicago	53,300	Yes
4. Ashland/Archer	OMA	Chicago	31,400	Yes
5. Ashland south of 63rd, E	CTA	Chicago	17,500	Yes
6. Ashland south of 95th, W	CTA/Public Way	Chicago	Driveway	Yes
7. Avenue O/118th St.	Leased	Chicago	Driveway	Yes
8. Belmont/Cumberland, SE	CTA	Chicago	12,800	Yes
9. Belmont/Halsted, NE	CTA	Chicago	12,780	Yes
10. Belmont/Kimball, SE	OMA	Chicago	14,884	Yes
11. Belmont/Octavia, SE	CTA	Chicago	12,420	Yes
12. Caldwell/Central, SW	Leased	Chicago	13,486	Yes
13. California south of Addison, W	Leased	Chicago	8,820	No
14. Cermak/Clark, NW	OMA	Chicago	1,950	No
15. Cermak/North Riverside (7500 W)	Leased	North Riverside	2,060	No
16. Cermak/54th Ave., NW	CTA	Cicero	31,000	No
17. Chicago/Austin, NE	CTA	Chicago	21,000	Yes
18. Cicero/Pensacola, NW	CTA	Chicago	22,400	Yes
19. Cicero south of Archer, W	CTA	Chicago	17,980	Yes
20. Cicero/24th Pl., SW	CTA	Cicero	19,750	Yes
21. Clark/Arthur, SE	CTA	Chicago	30,510	Yes
22. Cumberland/O'Hare Ext.	OMA	Chicago	103,000	Yes
23. Damen/87th, NW	CTA	Chicago	13,677	Yes

OMA- Operation Maintenance Agreement

IGA- Inter Governmental Agreement





Bus Turnarounds

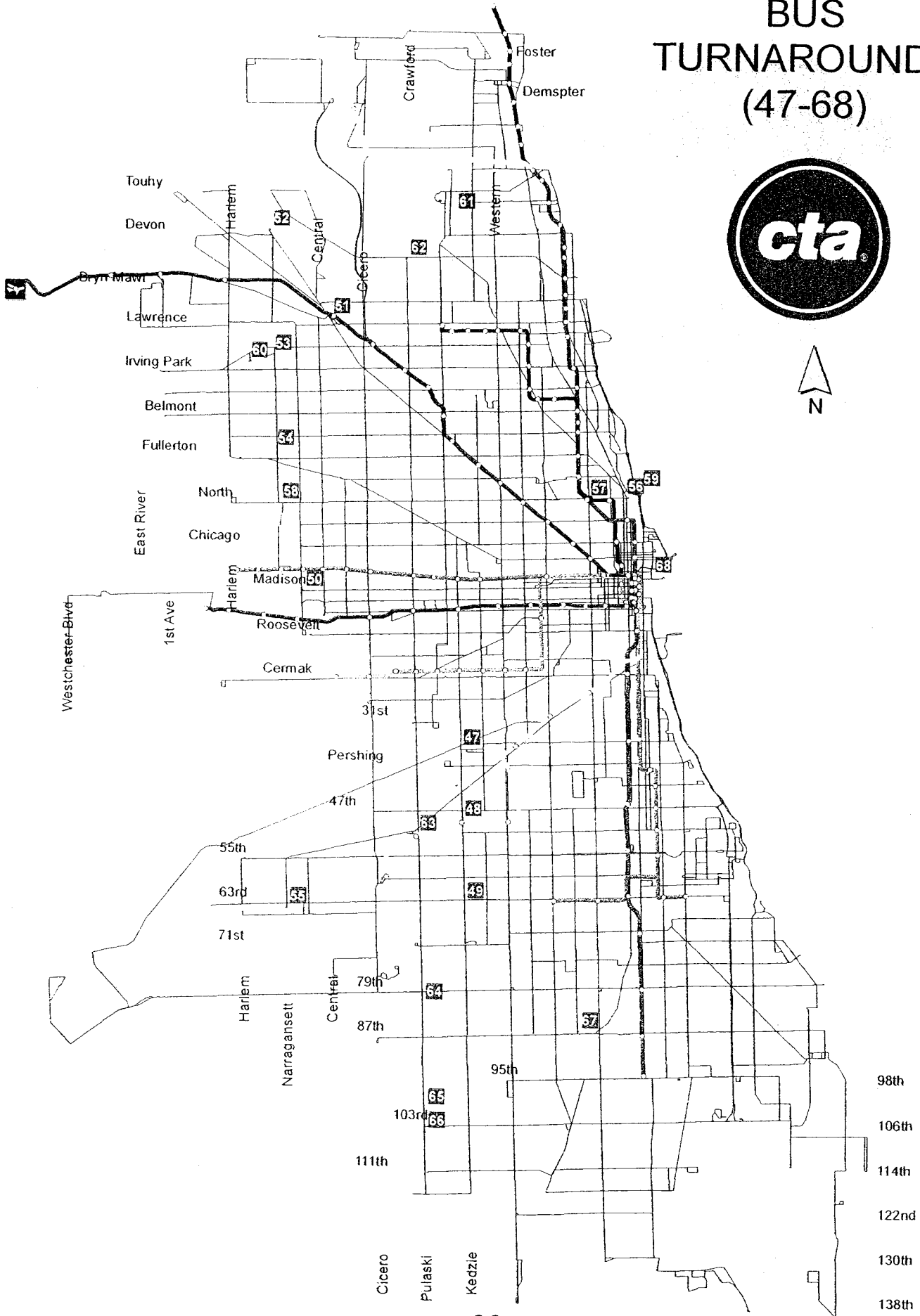
Real Estate Directory

Revised June 2006

Location	Status	City	Approx, Area in Sq. Ft.	Employee Restroom
24. Delphia/Catalpa, W	Leased	Chicago	Driveway	No
25. Dempster west of Bronx, S	CTA	Skokie	10,000	Yes
26. Des Plaines/Congress, NW	CTA	Chicago	22,500	Yes
27. Devon/Kedzie, NW	Leased	Lincolnwood	25,675	Yes
28. Diversey/Neva, NW	CTA	Chicago	14,500	Yes
29. Division/Austin, SE	CTA	Chicago	9,402	Yes
30. Fairbanks/Ontario, NE	Leased	Chicago	13,952	Yes
31. Grand/Latrobe, NE	CTA	Chicago	29,812	Yes
32. Grand/Navy Pier	IGA	Chicago	Driveway	Yes
33. Grand/Nordica, NE	CTA	Chicago	20,016	Yes
34. Halsted/Archer	OMA	Chicago	24,500	Yes
35. Halsted north of Waveland	CTA	Chicago	7,475	Yes
36. Harlem south of 64th, W	Leased	Chicago	6,600	No
37. Halsted south of 79th, E	CTA	Chicago	40,500	Yes
38. Harlem/O'Hare Ext.	OMA	Chicago	42,000	Yes
39. Harrison/Central, SW	Leased	Chicago	18,300	Yes
40. Howard/Paulina, SE	Leased	Chicago	Driveway	Yes
41. Howard/McCormick, SE	Leased	Chicago	9,300	No
42. Irving Park/Cumberland, NW	Leased	Chicago	6,954	No
43. Irving Park/Kedvale, NE	Leased/CTA	Chicago	6,481	Yes
44. Jackson/Austin, SE	Leased	Chicago	11,900	Yes
45. Des Plaines/Harrison, NW	IGA	Chicago	17,500	Yes
46. Kedzie/Milwaukee, NW	OMA	Chicago	28,176	Yes

OMA- Operation Maintenance Agreement
IGA- Inter Governmental Agreement

BUS TURNAROUNDS (47-68)





Bus Turnarounds

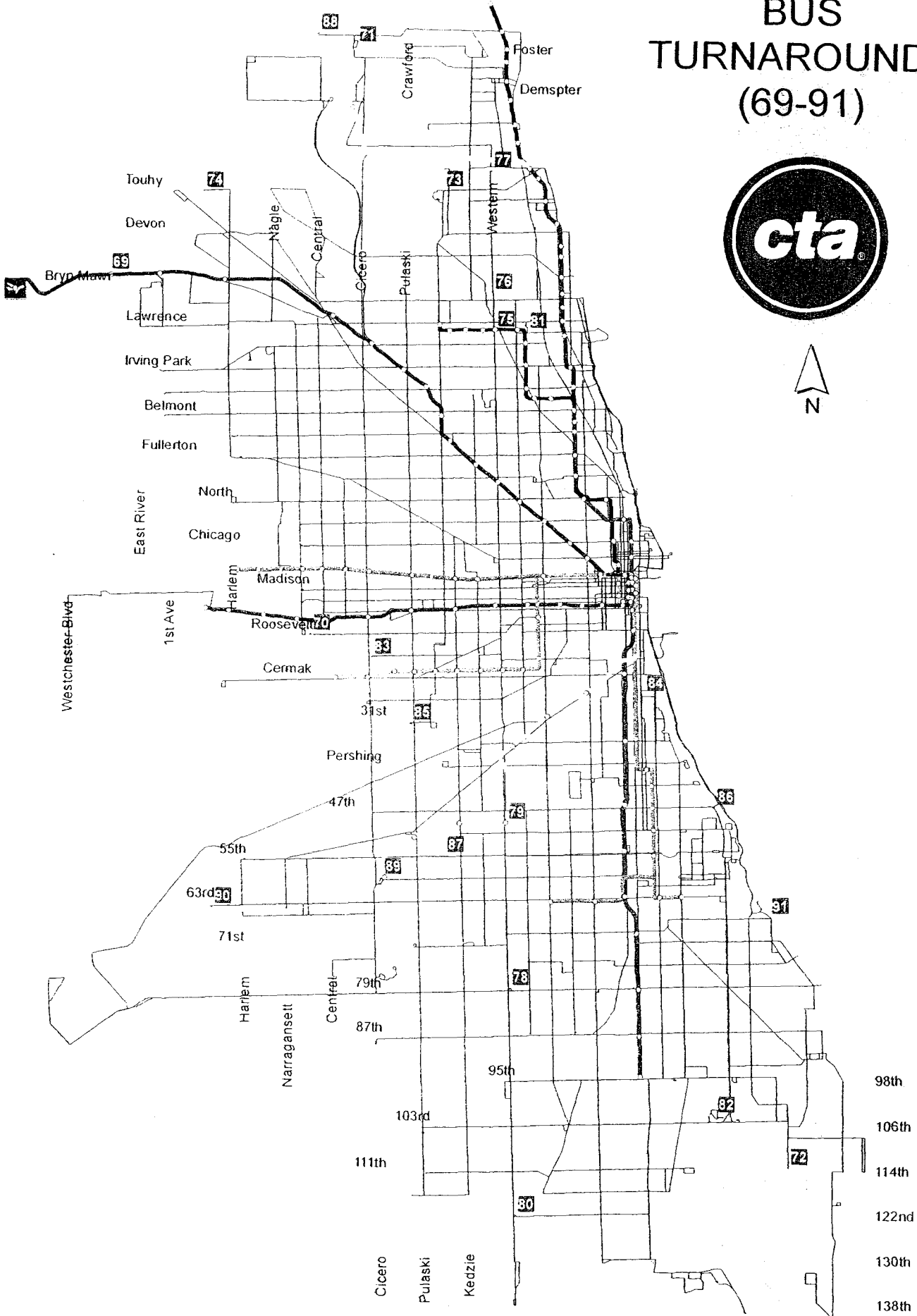
Real Estate Directory

Revised June 2006

Location	Status	City	Approx, Area in Sq. Ft.	Employee Restroom
47. Kedzie/36th	CTA	Chicago	23,488	Yes
48. Kedzie/49th	OMA	Chicago	43,700	Yes
49. Kedzie/63rd Place, NW	CTA	Chicago	6,000	Yes
50. Madison/Austin, NE	CTA	Chicago	25,760	Yes
51. Milwaukee/Gale, NW	OMA	Chicago	121,115	Yes
52. Milwaukee/Imlay, NE	Leased	Chicago	28,860	Yes
53. Montrose/Narragansett, SW	Leased	Chicago	Driveway	No
54. Narragansett/Wrightwood, SE	Leased	Chicago	Driveway	No
55. Narragansett/63rd, SW	CTA	Chicago	38,675	Yes
56. North/Clark, NE	Leased	Chicago	1,800	No
57. North/Clybourn, SE	OMA	Chicago	1,750	No
58. North/Narragansett, NE	CTA	Chicago	10,890	Yes
59. North/Lakefront	IGA	Chicago	Driveway	Yes
60. Oak Park Ave. at 4200 North	Leased	Chicago	6,262	No
61. Pratt east of Kedzie, N	Leased	Chicago	18,000	No
62. Pulaski/Peterson, SE	Leased	Chicago	12,500	No
63. Pulaski/49th	OMA	Chicago	39,500	Yes
64. Pulaski/81st, E	Leased	Chicago	2,941	No
65. Pulaski/100th, NE	Leased	Chicago	Driveway	No
66. Pulaski/104th, NE	CTA	Chicago	7,087	Yes
67. Racine north of 87th, E	CTA	Chicago	15,625	Yes
68. Randolph/Harbor Point Drive	Leased	Chicago	Driveway	No

OMA- Operation Maintenance Agreement
IGA- Inter Governmental Agreement

BUS TURNAROUNDS (69-91)





Bus Turnarounds

Real Estate Directory

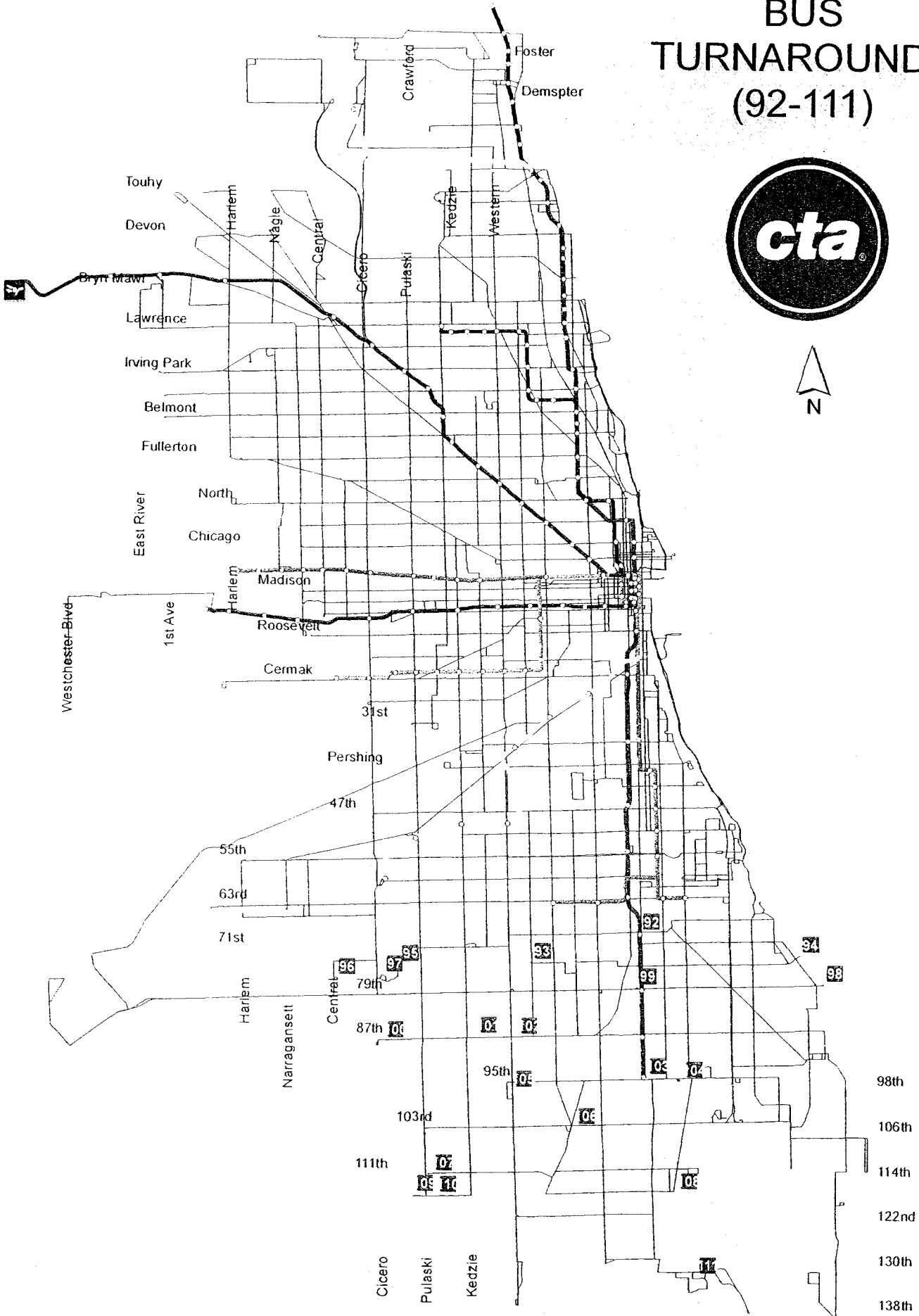
Revised June 2006

Location	Status	City	Approx, Area in Sq. Ft.	Employee Restroom
69. River Road/O'Hare Ext.	OMA	Rosemont	119,000	Yes
70. Roosevelt/Monitor, NW	Leased/CTA	Chicago	6,485	No
71. Skokie Blvd./Simpson	Leased	Skokie	Driveway	No
72. Torrence/112th, SW	Leased	Chicago	9,075	No
73. Touhy/McCormick	Leased	Lincolnwood	Driveway	Yes
74. Touhy/Overhill, SE	CTA	Chicago	12,000	Yes
75. Western/Leland, SE	CTA	Chicago	12,575	Yes
76. Western north of Berwyn, W	CTA	Chicago	23,628	Yes
77. Western north of Birchwood, E	CTA	Chicago	13,500	No
78. Western north of 79th, E	CTA	Chicago	35,912	Yes
79. Western/49th	OMA	Chicago	29,750	Yes
80. Western/119th, NE	CTA	Chicago	10,975	No
81. Wilson/Ravenswood, NW	Leased	Chicago	4,190	Yes
82. Woodlawn/100th, NE	Leased	Chicago	Driveway	No
83. 16th St./47th Ct., SW	CTA	Cicero	11,500	Yes
84. 26th/Berry Dr., NE	Leased	Chicago	Driveway	Yes
85. 31st/Komensky, SW	CTA	Chicago	11,500	Yes
86. 47th & Lake Park Avenue	Leased	Chicago	21,340	Yes
87. 55th/St. Louis, NW	Leased	Chicago	10,250	Yes
88. 5600 W. Old Orchard Rd.	Leased	Skokie	Driveway	Yes
89. 59th/Kilpatrick	OMA	Chicago	54,750	Yes
90. 63rd/Archer, SE	IGA	Chicago	Driveway	No
91. 67th/Oglesby, NE	Leased	Chicago	6,285	Yes

OMA- Operation Maintenance Agreement

IGA- Inter Governmental Agreement

BUS TURNAROUNDS (92-111)





Bus Turnarounds

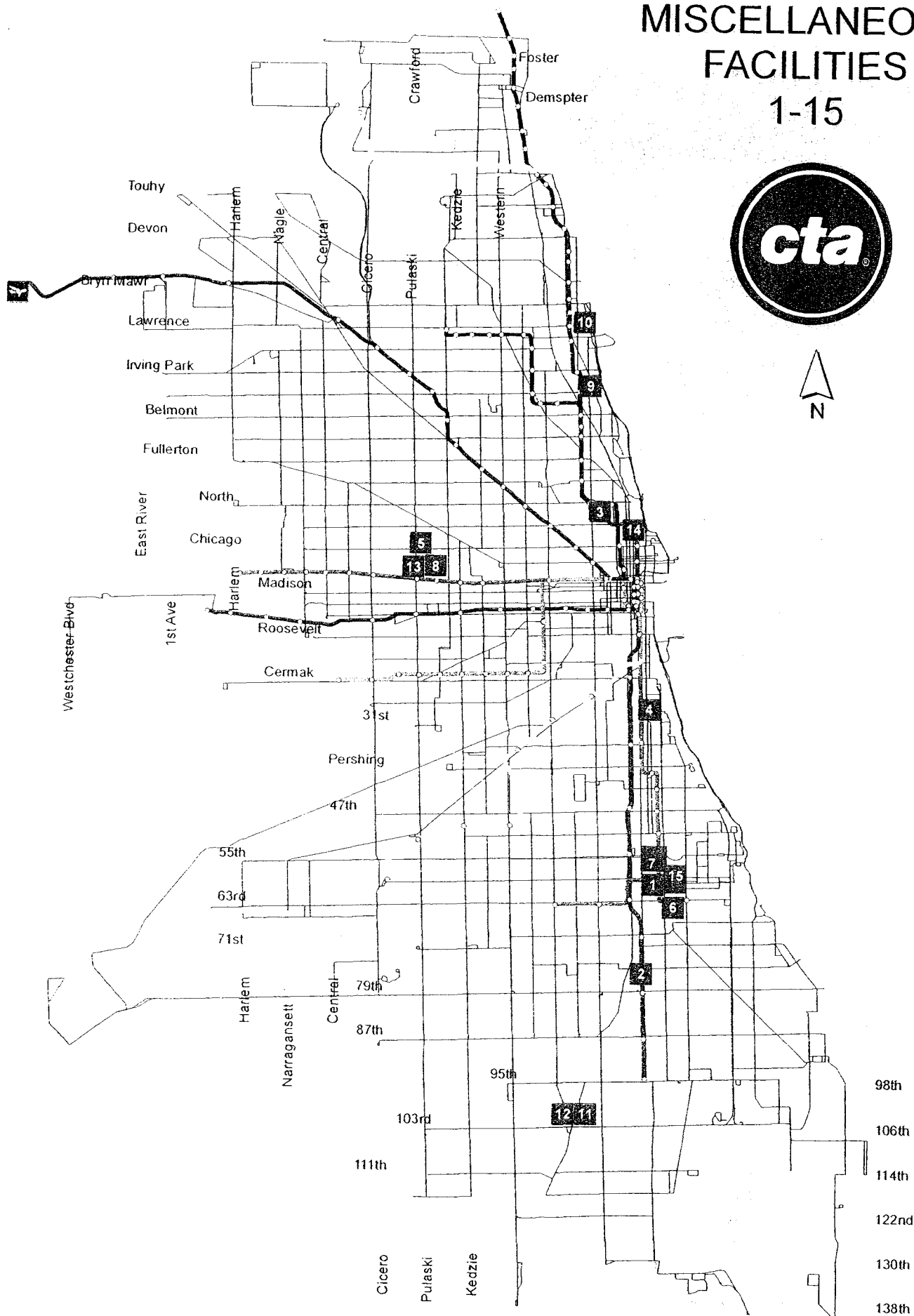
Real Estate Directory

Revised June 2006

Location	Status	City	Approx, Area in Sq. Ft.	Employee Restroom
92. 69th/Dan Ryan, S	OMA	Chicago	10,471	Yes
93. 74th/Damen, NW	CTA	Chicago	9,300	Yes
94. 75th/Lake Front (2900 East)	Public Way	Chicago	21,310	No
95. 75th/Kostner	Leased	Chicago	Driveway	Yes
96. 76th/Central	Leased	Chicago	Driveway	No
97. 76th/Cicero, NE	Leased	Chicago	Driveway	No
98. 79th/Lake Front (3300 East)	Leased	Chicago	5,225	No
99. 79th/Perry, NW	CTA	Chicago	30,750	Yes
100. 87th/Cicero, SE	Leased	Chicago	5,850	No
101. 87th east of Kedzie, N	Leased	Chicago	Driveway	No
102. 87th east of Western, S	Leased	Chicago	5,500	No
103. 95th/Dan Ryan, N	OMA	Chicago	45,000	No
104. 95th/St. Lawrence, SE	Leased	Chicago	Driveway	Yes
105. 95th/Western, SW	Leased	Chicago	Driveway	No
106. 103rd/Vincennes, SW	CTA	Chicago	Driveway	No
107. 111th/Harding, SW	Leased	Chicago	12,100	Yes
108. 115th/Cottage Grove, NW	Leased	Chicago	Driveway	No
109. 115th/Keeler, NW	Leased	Chicago	Driveway	No
110. 115th/Springfield, NE	Leased	Chicago	7,500	No
111. 132nd/Evans	On-Street	Chicago	Driveway	No

OMA- Operation Maintenance Agreement

IGA- Inter Governmental Agreement





Miscellaneous Facilities

Real Estate Directory

Revised June 2006

Warehouse

Location	Zip	Used/Occupied By	Approx. Yard Area in Sq. Ft.	Approx. Building Area in Sq. Ft.
1. 313 63rd St.	60637	Materials Control	480,000	3,000
2. 7801 S. Vincennes Ave.	60620	Materials Control	N/A	120,000
3. 901 W. Division St.	60622	Materials Control	N/A	235,000

Training Facilities

Location	Zip	Used/Occupied By	Approx. Yard Area in Sq. Ft.	Approx. Building Area in Sq. Ft.
4. 3125 S. Federal St.	60616	Bus Training	N/A	23,662
5. 4301 W. Chicago Ave.	60651	Bus Training	N/A	2nd Floor

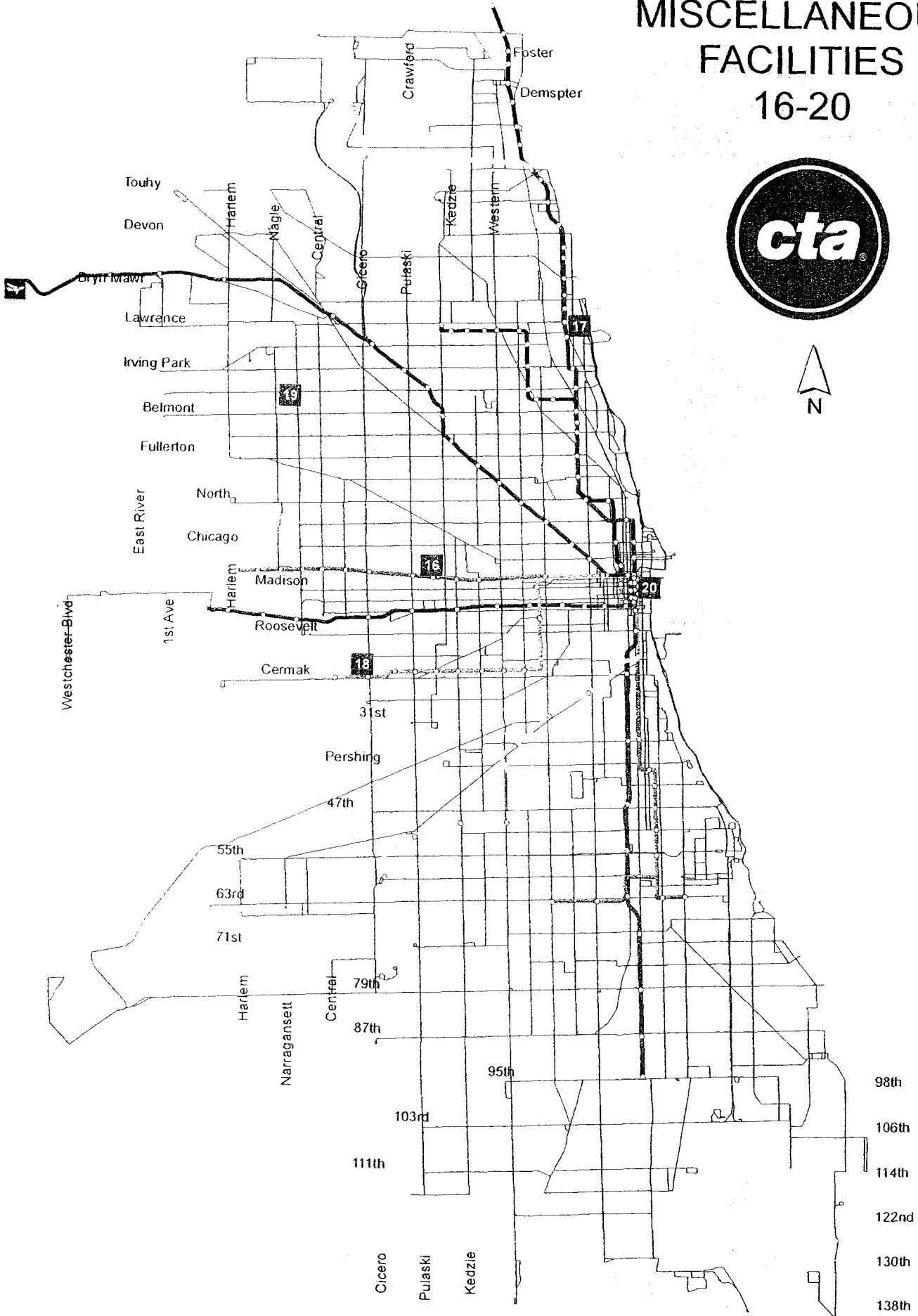
Storage Facilities

Location	Zip	Used/Occupied By	Approx. Yard Area in Sq. Ft.	Approx. Building Area in Sq. Ft.
6. 210 E. 63rd St.	60637	Facilities Maintenance	618,894	36,600
7. 329 E. 61st St.	60637	Facilities Maintenance	100,000	N/A
8. 3920 W. Lake St.	60624	Facilities Maintenance	570,040	254,000

Maintenance Shops

Location	Zip	Used/Occupied By	Approx. Yard Area in Sq. Ft.	Approx. Building Area in Sq. Ft.
9. 1044 W. Newport Ave.	60657	Facilities Maintenance	N/A	3,640
10. 1117 W. Wilson Ave.	60640	Building and Grounds	N/A	4,000
11. 1343 W. 103rd St.	60643	Building and Grounds	N/A	20,000
12. 1345 W. 103rd St.	60643	Facilities Maintenance	N/A	101,813
13. 264 N. Harding Ave.	60624	Facilities Maintenance	N/A	12,384
14. 311 W. Institute Pl.	60610	Facilities Maintenance	N/A	12,971
15. 329 E. 61st St.	60637	Building and Grounds	N/A	21,685

MISCELLANEOUS FACILITIES 16-20





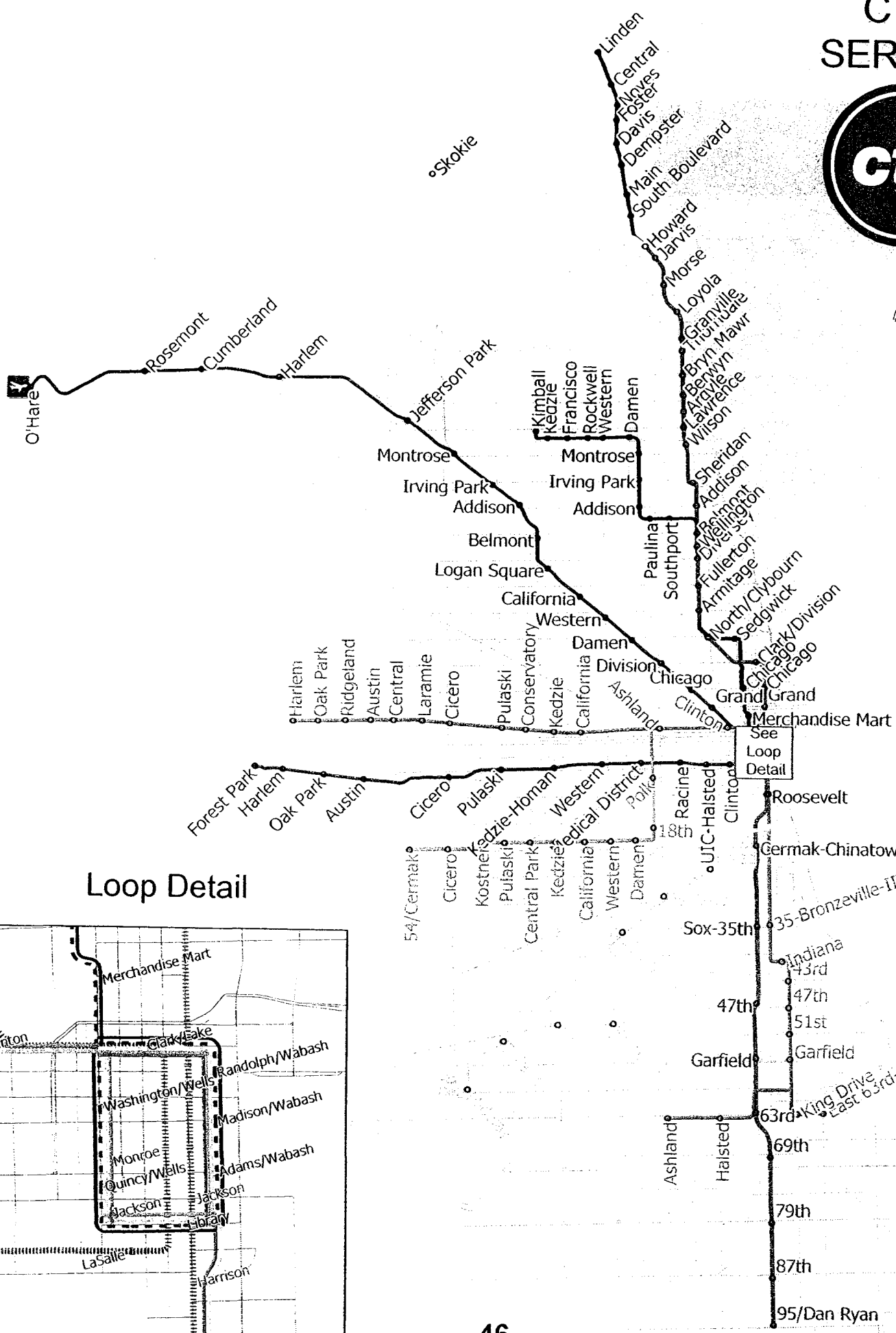
Miscellaneous Facilities

Real Estate Directory

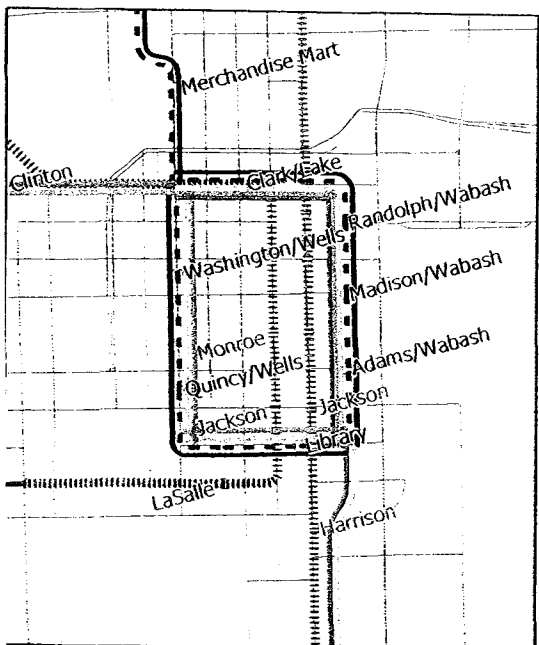
Revised June 2006

Location	Zip	Used/Occupied By	Approx. Yard Area in Sq. Ft.	Approx. Building Area in Sq. Ft.
16. 3900 W. Maypole St.	60624	Facilities Maintenance HQ	N/A	150,596
17. 4401 N. Clifton Ave.	60640	Facilities Maintenance	N/A	26,327
18. 5210 W. Cermak Rd.	60650	Facilities Maintenance	N/A	7,704
19. 6405 W. School St.	60634	Buildings and Grounds	N/A	3,983
20. 403 S. State St.	60605	Facilities Maintenance	N/A	

CTA SERVICE



Loop Detail





Rental Property

Real Estate Directory

Revised June 2006

RETAIL AND CONCESSIONS

Station	Street Address	City	Zip Code	Approx. Rental Area in Sq. Ft.
Blue				
1. Rosemont	5800 N. River Rd.	Rosemont	60018	460/105
2. Cumberland	5800 N. Cumberland Ave.	Chicago	60631	445
3. Cumberland	5800 N. Cumberland Ave.	Chicago	60631	700
4. Harlem	5550 N. Harlem Ave.	Chicago	60631	125
5. Jefferson Park	4917 N. Milwaukee Ave.	Chicago	60630	300
6. Jefferson Park	4917 N. Milwaukee Ave.	Chicago	60630	210
7. Irving Park	4131 W. Irving Park Rd.	Chicago	60613	54
8. Belmont	3355 W. Belmont Ave.	Chicago	60618	214
9. Logan Square	2610 N. Milwaukee Ave.	Chicago	60647	250
10. California	2211 N. California Ave.	Chicago	60647	199
11. Western	1909-11 N. Western Ave.	Chicago	60647	100
12. Damen	1588 N. Damen Ave.	Chicago	60622	80
13. Division	1200 N. Milwaukee Ave.	Chicago	60622	165
14. Chicago	800 N. Milwaukee Ave.	Chicago	60622	50
15. Randolph/Washington	127 N. Dearborn St.	Chicago	60602	272
16. Randolph/Washington	127 N. Dearborn St.	Chicago	60602	200
17. Washington/Madison	19 N. Dearborn St.	Chicago	60603	270
18. Monroe/Madison	30 S. Dearborn St.	Chicago	60603	164
19. Monroe/Adams	114 S. Dearborn St.	Chicago	60603	216
20. Adams/Jackson	219 S. Dearborn	Chicago	60603	205
21. Adams/Jackson	219 S. Dearborn St.	Chicago	60604	149
22. Jackson/Van Buren	328 S. Dearborn St.	Chicago	60604	50



Rental Property

Real Estate Directory

Revised June 2006

RETAIL AND CONCESSIONS

Station	Street Address	City	Zip Code	Approx. Rental Area in Sq. Ft.
23. LaSalle/Congress	150 W. Congress Pkwy.	Chicago	60605	126
24. Clinton	426 S. Clinton St.	Chicago	60607	50
25. UIC	430 S. Halsted St.	Chicago	60607	97
26. Polk	1713 W. Polk St.	Chicago	60612	252
27. 18th Street	1710 W. 18th St.	Chicago	60608	205
28. Damen	2010 S. Damen	Chicago	60608	288
29. Pulaski	2005-21 S. Pulaski Ave.	Chicago	60623	270
30. Central Park	1915 S. Central Park	Chicago	60623	476
31. 54th/Cermak	2134 S. 54th St.	Cicero	60650	345
32. Forest Park	711 S. Des Plaines Ave.	Forest Park	60130	640
Brown				
33. Western	4648 N. Western Ave.	Chicago	60625	1,900
34. Western	4645 N. Western Ave.	Chicago	60625	400
Green				
35. Halsted	6321 S. Halsted St.	Chicago	60621	1,144
36. 63rd/Cottage	6322 S. Cottage Grove Ave.	Chicago	60621	90
37. King Drive	400 E. King Dr.	Chicago	60637	106
38. 63rd/Ashland	6315 S. Ashland Ave.	Chicago	60636	82
39. Garfield	319 E. Garfield Blvd.	Chicago	60637	711
40. Harlem/Marion	1 S. Marion Ave.	Oak Park	60302	690
41. Cicero	4800 W. Lake St.	Chicago	60624	511
42. Cicero	4800 W. Lake St.	Chicago	60624	595



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Station	Street Address	City	Zip Code	Approx. Rental Area in Sq. Ft.
Orange				
43. Midway	4612 W. 59th St.	Chicago	60629	237
44. Midway	4612 W. 59th St.	Chicago	60629	200
45. Pulaski	5106 S. Pulaski Ave.	Chicago	60632	189
46. Kedzie	4900 S. Kedzie Ave.	Chicago	60632	222
47. Western	4901 S. Western Ave.	Chicago	60609	180
48. 35th/Archer	3528 S. Leavitt St.	Chicago	60609	250
49. Ashland/Archer	3011 S. Ashland Ave.	Chicago	60608	324
50. Halsted/Archer	2520 S. Archer Ave.	Chicago	60608	180
51. Roosevelt	22 E. Roosevelt Rd.	Chicago	60605	347
Purple				
52. Linden	349 N. Linden Ave.	Wilmette	60091	252
53. Central	1022 W. Central Ave.	Evanston	60201	1,029
54. Central	1024 W. Central Ave.	Evanston	60201	1,048
55. Davis	1612 W. Benson Ave.	Evanston	60201	144
56. Main	836 W. Chicago Ave.	Evanston	60202	78
57. South Boulevard	601 South Blvd.	Evanston	60202	210
Red				
58. Howard	1645 W. Howard St.	Chicago	60626	300
59. Howard	1647 W. Howard St.	Chicago	60626	462
60. Howard	1649 W. Howard St.	Chicago	60625	145
61. Jarvis	1521 W. Jarvis Ave.	Chicago	60626	560
62. Jarvis	1527 W. Jarvis Ave.	Chicago	60626	940
63. Morse/Lunt	1355 W. Lunt Ave.	Chicago	60626	1,980



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Station	Street Address	City	Zip Code	Approx. Rental Area in Sq. Ft.
64. Morse/Lunt	1401 W. Lunt Ave.	Chicago	60626	1,020
65. Morse/Lunt	1405 W. Lunt Ave.	Chicago	60626	832
66. Morse	1355-57 W. Morse Ave.	Chicago	60626	1,852
67. Morse	1356 W. Morse Ave.	Chicago	60626	702
68. Morse	1358 W. Morse Ave.	Chicago	60626	240
69. Morse	1400 W. Morse Ave.	Chicago	60626	917
70. Morse	1401 W. Morse Ave.	Chicago	60626	1,267
71. Morse	1405 W. Morse Ave.	Chicago	60626	622
72. Loyola	1200 W. Loyola Ave.	Chicago	60626	738
73. Loyola	1200 W. Loyola Ave.	Chicago	60626	600
74. Granville	1111 W. Granville Ave.	Chicago	60660	946
75. Granville	1113 W. Granville Ave.	Chicago	60660	748
76. Granville	1115 W. Granville Ave.	Chicago	60660	702
77. Granville	1116 W. Granville Ave.	Chicago	60660	1,110
78. Granville	1117 W. Granville Ave.	Chicago	60660	556
79. Granville	1121 W. Granville Ave.	Chicago	60660	169
80. Granville	1120 W. Granville Ave.	Chicago	60660	1,119
81. Thorndale	1116 W. Thorndale Ave.	Chicago	60640	759
82. Thorndale	1118 W. Thorndale Ave.	Chicago	60660	164
83. Thorndale	1120 W. Thorndale Ave.	Chicago	60660	571
84. Bryn Mawr	1111 W. Bryn Mawr Ave.	Chicago	60660	1,793
85. Bryn Mawr	1116 W. Bryn Mawr Ave.	Chicago	60660	1,095



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Station	Street Address	City	Zip Code	Approx. Rental Area in Sq. Ft.
86. Bryn Mawr	1116 1/2 W. Bryn Mawr Ave.	Chicago	60640	1,108
87. Bryn Mawr	1119 W. Bryn Mawr Ave.	Chicago	60640	407
88. Berwyn	1118 W. Berwyn Ave.	Chicago	60640	642
89. Berwyn	1119 W. Berwyn Ave.	Chicago	60640	613
90. Berwyn	1120 W. Berwyn Ave.	Chicago	60640	676
91. Berwyn	1121 W. Berwyn Ave.	Chicago	60640	760
92. Argyle	1116 W. Argyle St.	Chicago	60640	839
93. Argyle	1117 W. Argyle St.	Chicago	60640	1,033
94. Argyle	1118-20 W. Argyle St.	Chicago	60640	2,551
95. Argyle	1119 W. Argyle St.	Chicago	60640	1,116
96. Argyle	1122 W. Argyle St.	Chicago	60640	1,066
97. Argyle	1124 W. Argyle St.	Chicago	60640	868
98. Wilson	4604 N. Broadway Ave.	Chicago	60640	3,065
99. Wilson	4608 N. Broadway Ave.	Chicago	60640	3,081
100. Wilson	4612 N. Broadway Ave.	Chicago	60640	2,467
101. Wilson	4620 N. Broadway Ave.	Chicago	60640	1,558
102. Wilson	4626 N. Broadway Ave.	Chicago	60640	1,549
103. Wilson	1110 W. Wilson Ave.	Chicago	60640	578
104. Wilson	1111 W. Wilson Ave.	Chicago	60640	550
105. Wilson	1114 W. Wilson Ave.	Chicago	60640	8,445
106. Sheridan	3938 N. Sheridan Rd.	Chicago	60613	1,037
107. Sheridan	3939 N. Sheridan Rd.	Chicago	60613	1,029



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Station	Street Address	City	Zip Code	Approx. Rental Area in Sq. Ft.
108. Sheridan	3940 N. Sheridan Rd.	Chicago	60613	131
109. Sheridan	3941 N. Sheridan Rd.	Chicago	60613	2,178
110. Sheridan	3942 N. Sheridan Rd.	Chicago	60613	2,529
111. Addison	940 W. Addison St.	Chicago	60613	385
112. North/Clybourn	1599 N. Clybourn Ave.	Chicago	60622	650
113. Clark/Division	800 N. Clark St.	Chicago	60610	80
114. Chicago/State	800 N. State St.	Chicago	60610	350
115. Chicago/State	800 N. State St.	Chicago	60610	100
116. Lake/Randolph	188 N. State St.	Chicago	60601	120
117. Randolph/Washington	128 N. State St.	Chicago	60602	195
118. Madison/Monroe	26 S. State St.	Chicago	60603	164
119. Monroe/Adams	128 S. State St.	Chicago	60604	276
120. Adams/Jackson	230 S. State St.	Chicago	60604	200
121. Jackson/Van Buren	312 S. State St.	Chicago	60616	175
122. 79th	15 W. 79th St.	Chicago	60620	280
123. 95th Street	15 W. 95th St.	Chicago	60620	303
124. 95th Street	15 W. 95th St.	Chicago	60620	200
125. 95th Street	15 W. 95th St.	Chicago	60620	245
Yellow				
126. Skokie	5005 W. Dempster Ave.	Skokie	60076	201



Rental Property

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Other Rental Properties

Location	City	Zip Code	Approx. Rental Area in Sq. Ft.
1. West Side of Benson Avenue between Church Street and University Place	Evanston	60201	23,750
3. West Side of Chicago Avenue, South of Madison Street	Evanston	60202	19,125
4. Between Church and Clark Streets, adjacent to Evanston Service	Evanston	60201	18,000
5. 711 S. Des Plaines Road	Forest Park	60130	101,700
6. Division/Scott/Goethe	Chicago	60610	34,548
7. 429 N. Franklin St.	Chicago	60610	8,000
8. 2523-31 N. Kedzie Avenue and 2529-59 N. Linden Place	Chicago	60623	43,154
9. North/Halsted/Clybourn	Chicago	60614	10,010
10. 2019 W. North Avenue	Chicago	60610	8,062
11. East side of North Orleans St. between Schiller St. and North Ave.	Chicago	60610	4,410
12. N. Ravenswood Ave. and W. Newport St.	Chicago	60632	7,312
13. 3945-53 N. Seminary Ave.	Chicago	60640	6,500
14. 6505-17 N. Sheridan Rd.	Chicago	60613	8,500
15. 412 N. Wells St.	Chicago	60612	11,000
16. Wilson/Broadway/Montrose	Chicago	60610	142,578
17. Wolfram/Sheffield	Chicago	60640	6,820
18. Pershing/State	Chicago	60653	7,755
19. 35th/State	Chicago	60616	21,840
20. 32nd/State	Chicago	60616	20,800
21. Roosevelt/Wabash	Chicago	60616	4,560



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Other Rental Properties

Location	City	Zip Code	Approx. Rental Area in Sq. Ft.
22. 6449-59 W. Montrose Ave.	Chicago	60634	14,280
23. Halsted at North Ave.	Chicago	60614	20,440
24. 609-51 W. North Ave.	Chicago	60610	20,000
25. Altgeld/Lincoln	Chicago	60614	17,380
26. Central St. South Side	Evanston	60201	5,670
27. Sheridan/Dakin	Chicago	60613	12,200
28. 120 N. Racine Ave	Chicago	60607	71,482
29. Foster St.	Evanston	60201	9,000
30. Noyes St.	Evanston	60201	12,800
31. 1900 S. Dearborn	Chicago	60616	26,000



Unused Property

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Location	Address	Zip	Land Area	Description
1. Breaker Room (Central)	1210 W. Chancellor St.	60201	6,240	Former substation building
2. Illinois Garage	152 W. Illinois St.	60610	4,300	Vacant
3. Lawndale Garage	3925 W. Cermak Rd.	60623	203,866	Vacant
4. 412 W. 66th Pl.	412 W. 66th Pl.	60621	3,861	Vacant
5. 414 W. 65th Pl.	414 W. 65th Pl.	60621	4,560	Vacant
6. 415 W. 65th Pl.	415 W. 65th Pl.	60621	3,175	Vacant
7. 415-17 W. 65th St.	415-17 W. 65th St.	60621	5,250	Vacant
8. 52nd & Cottage Grove	5201 S. Cottage Grove Ave.	60615	81,340	Vacant
9. 614 S. Keeler	614 S. Keeler Ave.	60624	4,000	Vacant
10. 615 S. Keeler	615 S. Keeler Ave.	60624	4,237	Vacant
11. 63rd/King	6313 S. King Drive & 6312-14 S. Vernon Ave.	60637	9,300	Vacant
12. 8203 S. Halsted	8203 S. Halsted St.	60620	3,000	Vacant
13. Haymarket Substation	125 N. Des Plaines St.	60601	3,400	Former substation building
14. Harding Substation	1920 S. Harding Ave.	60623	9,468	Former substation building