

**CONSULTANT AGREEMENT**  
**CONTRACT NO.: B21OP04732**

This Agreement is entered into as of \_\_\_\_\_ by and between **POINT OF DIFFERENCE STRATEGIES** (the "Consultant") and the Chicago Transit Authority (the "Authority"), an Illinois municipal corporation existing under Metropolitan Transit Authority Act, as revised, 70 ILCS 3605/1 *et seq.*

**RECITALS**

**WHEREAS**, the Authority desires consulting services to provide expertise in State legislative consulting and lobbying services and the Consultant has expertise and knowledge about the consideration of such matters ("Services"); and

**WHEREAS**, the Consultant warrants that it is ready, willing and able to perform all of these Services under the terms and conditions set forth in this Agreement;

**NOW, THEREFORE, BE IT AGREED** in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by each of the parties hereto, Consultant and Authority, each, agree as follows:

**Section 1**      **Incorporation of Recitals**

The recitals set forth above are incorporated by reference as if fully set forth here.

**Section 2**      **Scope of Service and Deliverables**

The Consultant shall assist Legislative Affairs & Government Community Relations Department as specified in Attachment D, Scope of Services.

**Section 3**      **Standard of Performance**

The Consultant shall perform all Services required of it under the terms and conditions of this Agreement with the degree of skill, care and diligence normally shown by a professional consultant performing services of a scope and purpose comparable to the nature of the Services to be provided in this Agreement. The Consultant shall provide the Services in a timely and satisfactory manner and at all times act in the best interest of the Authority, consistent with the professional obligations assumed by it in entering into this Agreement.

Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the Authority and that with respect thereto and to Consultant's duties to the Authority hereunder agrees to be held to the standard of care and diligence of a fiduciary.

Consultant shall perform all Services in accordance with the terms and conditions of this Agreement and to the reasonable satisfaction of the Authority. Consultant promises to furnish its best skill and judgment and to cooperate with the officials, employees and agents of the Authority in furthering the Authority's interests.

**Section 4**      **Term of Services**

A.      **Term of Agreement.**

Consultant shall commence performance on of the date of contract execution and shall continue to perform Services for a period of up to 12 months at which time this agreement will terminate, unless terminated earlier.

## **Section 5**      **Compensation and Method of Payment**

- A. Total Fees for the Agreement shall not exceed \$72,000.00. All fees are to be billed to Samuel Smith with a detail of hours billed by person and by task. Payment shall be made by the Authority within thirty (30) days of receipt of a monthly statement of services rendered.
- B. Consultant shall submit an itemized monthly statement, of its Services in compliance with Section 7(D) of this Agreement. The Authority shall have the right to deny payment for any item on the monthly-itemized statement. The Authority shall have the right to deny any monthly-itemized statement which is not received by the Authority within sixty (60) days of the last day of the month to which the monthly-itemized statement pertains. Should the Authority exercise such right, the Consultant understands that it forfeits all rights to payment of such monthly itemized statement under this Agreement, at law or in equity.

## **Section 6**      **Notices**

Any and all notices hereunder shall be hand delivered or sent by properly addressed first class prepaid United States mail addressed to:

If to the Authority:                      Chicago Transit Authority  
567 W. Lake Street  
Chicago, IL 60661-1498  
Attention: Director, Purchasing

With copies to:                              Chicago Transit Authority  
567 W. Lake Street  
Chicago, IL 60661-1498  
Attention: Samuel Smith

**If to the Consultant:**                      Point of Difference Strategies  
100 W. Randolph Street #64322  
Chicago, Illinois 60664  
Attention: Lisa Duarte

Notices delivered by mail shall be deemed effective three (3) business days after mailing in accordance with this Section. Notices delivered personally shall be deemed effective upon receipt.

## **Section 7**      **Special Conditions**

The Consultant and the Authority agree upon the following terms and conditions of performance:

### **A. Consultation**

Consultant shall consult with Authority and its designated representatives on all matters related to the performance of its obligations specified in this Agreement; but Consultant shall take no action until expressly instructed to do so by the President or his duly authorized designee.

### **B. Exclusive Services**

Consultant shall solely perform all Services under this Agreement, except for any expressly authorized hereunder by the Authority to be subcontracted (such person or entity of any tier, or any suppliers or material suppliers, whether or not in privity with Consultant, a "Subconsultant" or "Subcontractor"). If Consultant for any reason cannot continue to perform, then notwithstanding the provisions of Section 10A, "Termination for Convenience," hereof, this Agreement shall immediately terminate without further notice being required.

C. Best Efforts

None of the compensation to be paid to Consultant pursuant to Section 5 of this Agreement shall be contingent upon any required results from Consultant's efforts provided that Consultant shall at all times use its best efforts on behalf of the Authority.

D. Submission of Billings/Monthly-Itemized Statements

Consultant shall comply with any reasonable requirements made upon it by the Authority as to the form and time limitations in which its billing must be submitted and shall submit such evidence to the Authority as the Authority may require.

Monthly-Itemized Statements from Consultant must be marked, prepared in duplicate, consecutively numbered, include a reference to this Contract name and the number assigned thereto by the Authority, and must be forwarded to the Authority at the following address.

Chicago Transit Authority  
567 W. Lake Street  
Chicago, IL. 60661-1498  
**Attention:** Samuel Smith

Additionally, Consultant must forward the monthly statements to the Project Manager at the address set forth in Section 6, in similar format and with the same level of detail as found in the Sample Monthly Statement, attached as Attachment E.

Consultant must ensure that Consultant's monthly statements meet the Authority's requirements regarding monthly-itemized statements, which may be changed from time to time, in order to be compensated.

E. Ownership of Documents

All documents, data, studies and reports supplied to Consultant by the Authority, whether or not prepared by the Authority, under this Agreement are the property of the Authority ("Authority Documents"). Consultant shall deliver or cause to be delivered to the Authority all Authority Documents within thirty (30) calendar days following a demand in writing therefore or upon termination or completion of the Services.

All documents, data, studies and reports prepared by the Consultant in conjunction with the performance of the Services hereunder are the property of the Authority. Upon expiration of this Agreement Consultant shall deliver to Authority all finished or unfinished documents, data, studies, and reports prepared by Consultant hereunder.

F. Confidentiality

All of the reports, information, or data, prepared by or provided to the Consultant under this Agreement are confidential. The Consultant agrees that, except as specifically authorized herein or as may be required by law, said reports, information or data, shall not be made available to any individual or organization, except the Authority, without the prior written approval of the President.

The Consultant shall not issue publicity news releases or grant press interviews and, except as may be required by law during or after the performance of this Agreement, disseminate any information regarding these Services hereunder without prior written consent of the President. In the event the Consultant is presented with requests for documents of the Authority by any administrative agency or with a *subpoena duces tecum* regarding any records, data, or documents which may be in the Consultant's possession by reason of this Agreement, the



Consultant shall immediately give notice to the Authority and to the General Counsel of the Chicago Transit Authority with the understanding that the Authority shall have the opportunity to contest such process by any means available to it before such records or documents are submitted to a court or other third party, provided, however, that the Consultant shall not be obligated to withhold such delivery beyond that time as may be ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

G. Warranties and Representations

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

1. That it is ready, willing and able to perform under this Agreement under the terms and conditions stated in this Agreement; and
2. That no officer, agent or employee of the Chicago Transit Authority is employed by the Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid hereunder except as may be permitted by law.

No payment, gratuity or offer of employment has been or shall be made in connection with this Agreement by or on behalf of any subcontractors to Consultant or higher tier subcontractors or anyone associated therewith, as an inducement for the award of a subcontract or order. Consultant further acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of the Authority's Ethics Ordinance and any amendments thereto shall be voidable as to the Authority; and

3. That Consultant shall not knowingly use the services of any debarred or ineligible subcontractor for any purpose in the performance of his Services under this Agreement; and
4. That Consultant and its subconsultants or subcontractors, if any, are not in default at the time of the execution of this Agreement, or deemed by the Purchasing Agent to have, within the past five (5) years, been found to be in default on any contract awarded by the Authority; and
5. That Consultant has carefully examined and analyzed the provisions and requirements of this Agreement; that it understands the nature of the Services required; that from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement, the general and special conditions, and all other matters which in any way may affect this Agreement or its performance; and that the time available to it for such examination, analysis and preparation was adequate; and
6. That the Agreement is feasible of performance in accordance with all of its provisions and requirements and that it can and shall perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement; and
7. That, except only for those representations, statements or promises expressly contained in this Agreement, and any exhibits attached hereto and incorporated by reference herein, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the Authority, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant; and
8. That Consultant and, to the best of its knowledge, its subcontractors, if any, are not in violation of the provisions of and in connection therewith, the Illinois Criminal Code, 720 ILCS 5/33E, as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and

9. That Consultant is aware that it shall be the duty of any bidder, proposer or consultant, all subcontractors, and every applicant for certification of eligibility for an Authority contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, consultant or such applicant to cooperate with the Authority in any investigation or hearing undertaken in this regard. All subcontracts shall inform subcontractors of the provisions and require understanding and compliance herewith; and
10. That Consultant understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination pursuant to Section 10 (B) and (C).
11. The Certification regarding a Drug Free Workplace and Certification of Primary Participant regarding debarment, suspension and other responsibility matters are incorporated herein and made a part of this Agreement.

H. Conflicts of Interest.

1. No member of the Board of the Authority and no officer, employee or agent of the Authority who exercises any functions or responsibilities in connection with carrying out the Services under this Agreement, shall have any personal interest, direct or indirect, in this Agreement.
2. No member of the Illinois General Assembly and no elected or appointed public official, who serves with compensation, shall be admitted to any share or part of this Agreement or to any financial benefit to arise herefrom.
3. The Consultant covenants that it, its employees and agents, subconsultants and subcontractors, presently have no interest and shall not acquire any interest, direct or indirect, in the Services to which this Agreement pertains which would conflict in any manner or degree with the performance of the Services hereunder.

The Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by the Consultant.

I. Obligation to Comply with the Illinois State Officials and Employee Ethics Act.

The Consultant agrees to comply with all of the requirements of the Illinois State Officials and Employees Ethics Act, 5 ILCS 430/1-1 *et seq.*, ("Ethics Act"), as it may be amended from time to time, the provisions of which are hereby incorporated into this Agreement to the same force and effect as if set forth in full herein. As required by the Ethics Act, as amended, the Consultant agrees to cooperate fully and expeditiously with the State Office of the Executive Inspector General in all investigations. This obligation applies to all officers, directors, agents, partners, employees, and subconsultants of the Consultant.



## **Section 8**      **Indemnity**

Consultant shall 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 (collectively referred to as the "Loss") that may in any manner accrue against the Authority as a consequence of the execution and award or performance of this Agreement 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 Subconsultants, if any, or their respective employees or agents; provided that this indemnity shall not extend to circumstances where the Loss is determined to be caused solely by the negligence of the Authority. 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, 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, Consultant will make full contribution to the Authority Parties for their percentage share of any liability that is attributable to the Consultant's or its Subconsultants' acts or omissions. 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. Consultant expressly understands and agrees that any bond or insurance protection required by this Contract or otherwise provided by Consultant, must in no way limit Consultant's responsibility to indemnify and defend the Authority Parties pursuant to this Section. The indemnification contained herein will survive the termination of this Agreement.

In carrying out any of the provisions of this Agreement or in exercising any power of the Authority granted to them thereby, there will be no liability upon the Authority Parties either personally or as officials of the Authority, it being understood that in such matters they act as representatives of the Authority.

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

## **Section 9**      **General Conditions**

### **A.      Governing Law**

This Agreement shall be interpreted and governed by the laws of the State of Illinois and venue for any litigation related to this Agreement shall be in Cook County, Illinois.

### **B.      Non-Discrimination**

#### **1.      Federal Requirements**

It shall be an unlawful employment practice for the Consultant (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individual's race, color, religion, sex, sexual orientation, gender identity, age, handicap or national origin; or (2) to limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, sexual orientation, gender identity, age, handicap or national origin.

The Consultant shall comply with the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.*, (1988) as amended. Attention is called to Exec. Order No. 11246, 30 Fed. Reg. 12319 (1965), reprinted in 42 U.S.C. § 2000(e) note, as amended by Exec. Order No. 11375,

32 Fed. Reg. 14303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-07 (1988); Rehabilitation Act of 1973, 29 U.S.C. §§ 793-94 (1988); the Fair Housing Amendments Act, 42 U.S.C. § 3601 *et seq.* (1988); Americans with Disabilities Act of 1990, 42 U.S.C. § 12 101 *et seq.* and 41 C.F.R. Part 60 *et seq.* (1990).

2. State Requirements

The Consultant shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, as amended, and any rules and regulations promulgated in accordance therewith including but not limited to the Equal Employment opportunity Clause, Ill. Admin. Code tit. 44, § 750, Appendix A

3. Local Requirements

The Consultant shall comply with the Chicago Human Rights Ordinance, § 2-160-010 *et seq.* of the Municipal Code of Chicago, as amended; and the Chicago Fair Housing Regulations, §-8-010 *et seq.* of the Municipal Code of Chicago, as amended. Discrimination based on race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income is prohibited.

C. Compliance with Laws

Consultant shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, and local governments which may in any manner affect the performance of this Agreement, including all requirements of "the Lobbyist Registration Act" of the State of Illinois and any Federal Lobbying requirements which may be applicable.

D. Changes

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

E. Assignment and Delegation

Consultant shall not assign its rights under this Agreement or any part thereof nor delegate its duties or obligations hereunder.

**Section 10      Termination, Remedies**

A. Termination for Convenience

The Authority may terminate this Agreement, or any portion of the Services to be performed herein, at any time, by a notice in writing from the Authority to the Consultant. If the Agreement is terminated by the Authority as provided in this Section, the Consultant shall immediately deliver to the Authority all finished or unfinished documents, data, studies and reports prepared by it or under its direction under this Agreement. In the event of termination in whole, the Consultant shall prepare a final itemized statement within 30 days of such termination, reflecting the services actually furnished pursuant to this Agreement to the satisfaction of the Authority and for which no previous itemized statement was submitted to the Authority. The Authority will pay Consultant those amounts accrued but not yet paid prior to the effective date of termination. Such estimate shall be mutually agreed upon by the Purchasing Agent and the Consultant. Such payment to the Consultant shall be in full settlement for any and all Services rendered under this Agreement. If this Agreement is terminated due to the fault of the Consultant, the provisions concerning termination for default shall apply.



B. Termination for Default

The following shall constitute an "Event of Default":

1. Any material misrepresentation, whether in the inducement or in the performance, made by the Consultant to the Authority; or
2. The Consultant's insolvency, bankruptcy or committing of any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors if such insolvency, bankruptcy or assignment renders him incapable of performing the services in accordance with the terms of and as required by this Agreement; or
3. Failure by the Consultant to reasonably and satisfactorily perform the Services or its responsibilities hereunder or to observe any or all of the terms and conditions of this Agreement; or
4. Consultant's failure to comply with any other provision of this Agreement which expressly identifies the provision as cause for termination under this Section.

C. Remedies

Upon the occurrence of an Event of Default hereunder, the Authority may, at its sole option after giving at least 10 days' notice in accordance with this Agreement and allowing a reasonable time for a cure thereof, do the following:

1. Demand and obtain the return of any or all funds paid to the Consultant, minus any costs for reimbursable expenses as determined by the Purchasing Administrator;
2. Withhold all or any portion of the Consultant's compensation, as set forth in Section 5 hereof;
3. Demand specific performance, an injunction or any other appropriate equitable remedy;
4. Terminate all or any part of the Agreement as to any or all of the Services yet to be performed, and
5. Receive from the Consultant any and all damages incurred as a result of an Event of Default.

No remedy under the terms of this Agreement is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedies at law, in equity or by statute, existing now or hereafter; no delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power nor shall it be construed to be a waiver of any Event of Default or acquiescence therein, and every such right and power may be exercised periodically and as often as may be deemed expedient. If a court of competent jurisdiction rules that termination of this Agreement by the Authority for default of Consultant was wrongful, then the termination shall be deemed to have been a termination for convenience under Section 10 (A).

D. Right to Offset

In connection with Performance under this Agreement any excess costs incurred by the Authority in the event of termination of this Agreement for default or otherwise resulting from Consultant's performance under the Agreement or in the event the Authority exercises any of the remedies available to it under this Section, and any credits due to or overpayments made by the Authority may be offset by use of any payment due for Services completed before the termination for default or before the exercise of any remedies. If such amount offset is insufficient to cover those excess costs, Consultant shall be liable for and promptly remit to the Authority the balance upon written demand therefor. This right to offset is in addition to and not a limitation on any other remedies available to the Authority.



## **Section 11**      **Severability**

If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

## **Section 12**      **Key Personnel**

The Consultant shall not reassign or replace its personnel without the Authority's prior written consent. If Consultant were to leave the project, the Authority reserves the right to terminate the contract immediately.

## **Section 13**      **Entire Agreement**

This Agreement, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein and therein.

## **Section 14**      **Counterparts**

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

## **Section 15**      **Prompt Payment to Subcontractors**

- A) The Contractor is required to pay each first tier Subcontractor for all work that the Subcontractor has performed to the satisfaction of the CTA, no later than fourteen (14) calendar days after the Contractor has received payment from the Authority for that work, and each tier of Subcontractors must likewise pay the next lower tier of Subcontractors within fourteen (14) calendar days after receiving payment.
- B) If this Contract provides for retainage, the Contractor must remit to each first-tier Subcontractor its share of any retainage within fourteen (14) days after receipt of such retainage from Authority, and each tier of Subcontractors must likewise remit retainage to the next lower tier of Subcontractors within fourteen (14) calendar days after receiving payment. If this Contract does not provide for retainage, then neither Contractor nor any Subcontractor may withhold retainage from a Subcontractor. The requirements of this paragraph must be stated in all of the Contractor's subcontracts.
- C) A delay in or postponement of payment to the Subcontractor requires good cause and prior written approval of the Director, Purchasing.
- D) The Consultant is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
- E) CTA will not pay the Consultant for work performed unless and until the Consultant ensures that each Subcontractors has been promptly paid under all previous payment requests, as evidenced by the filing with CTA of lien waivers, canceled checks (if requested), and the Consultant's sworn statement that it has complied with the prompt payment requirements. Prime Contractors must submit a prompt payment affidavit, (form to be provided by CTA) which identifies each subcontractor (both DBE and non-DBE) and the date and amount of the last payment to such subcontractor, with every payment request filed with CTA, except for the first payment request, on every contract with CTA.

- F) Failure to comply with these prompt payment requirements is a breach of the Contract which may lead to any remedies permitted under law, including, but not limited to, Consultant debarment. In addition, Consultant's failure to promptly pay its Subcontractors is subject to the provisions of 50 ILCS 505/9.

#### **Section 16**      **Minimum Wage**

Contractor and its Subcontractors must comply with Section 1.10 of the Authority's Procurement Policy & Procedures ("Minimum Wage Policy") and any regulations promulgated in pursuit thereof, to provide for a fair and adequate minimum wage to be paid to certain employees of certain Authority contractors and subcontractors. The minimum wage that must be paid pursuant to the Minimum Wage Policy is set forth in the CTA Minimum Wage Regulations, available at: <https://www.transitchicago.com/procurement/regulations-and-policies/> ("Minimum Wage").

Contractor and its Subcontractors must cooperate in any investigation by the Authority regarding compliance with the Minimum Wage Policy. Failure of the Contractor or any of its Subcontractors to comply with the Minimum Wage Policy or to cooperate in such an investigation is grounds for the Authority declaring the Contractor in default of this Contract and exercising such remedies as the Authority deems appropriate. Contractor must include this provision in all subcontracts and cause its Subcontractors to comply with its requirements.

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

Contractor and its Subcontractors are advised that other minimum wage requirements, such as the City of Chicago Minimum Wage Ordinance and the Illinois Minimum Wage Law may establish a higher minimum wage than the Authority's Minimum Wage Ordinance. Contractor and its Subcontractors must pay its covered employees the higher of any applicable minimum wage requirements. Failure to comply with these requirements may result in the Authority finding the Contractor in default or non-responsible in future procurements.

#### **Section 17**      **Right of Entry**

1. In the event that Contractor's performance of Services under this Contract require Contractor's, or its Subcontractors', employees or other representatives to enter into or upon any Authority property (whether owned or leased):
  - (a) Contractor shall remain solely responsible for the acts and omissions of such individuals, and agrees to indemnify and hold harmless the Authority pursuant to Section 13.1 with respect thereto. Consent granted by the Authority to enter Authority property will not create, nor be deemed to imply the creation of any additional responsibilities on the part of the Authority.
  - (b) Contractor shall ensure that such individuals will not interfere with the Authority's operations and shall remove any such individuals immediately upon request of the Authority at the Contractor's sole cost and risk.
  - (c) Contractor shall ensure that such individuals comply with the Authority's security and facility rules and regulations, including completion of all applicable training and/or screening as required by the Authority, at its sole cost and risk.
  - (d) The Authority's Chief Safety and Security Officer and/or Chief Infrastructure Officer may also from time to time require Contractor to perform additional screening or training



procedures prior to allowing such individuals access to Authority property, including conducting criminal history checks, checks against the Federal Bureau of Investigation's Terrorist Screening Database or other similar resources, reference checks, and when appropriate financial background checks, with such standards as set by the Authority, in order to minimize the risk of loss or other damage to, or unlawful use of, Authority property or confidential information or injuries to Authority personnel or its customers. All such screening will be at Contractor's sole cost and risk. Upon the request of Director, Purchasing, Contractor shall certify in writing that it has complied with this provision with respect to all such individuals.

2. The Contractor will permit access to its facilities by the Authority and its Subcontractors, employees and other representatives to the extent contemplated or required by Contractor's performance under this Contract. Such individuals will comply with the Contractor's safety and security and facility rules and regulations.

#### **Section 18      Participation by Other Agencies**

Other local government agencies may negotiate their own agreements with the Consultant based on the terms and conditions in this Agreement. Other agencies will issue their own contracts directly to the Consultant. Participation by other agencies shall have no adverse effect on the Authority. The Authority will not be responsible for any obligation due from any other agency to the Consultant. The Authority will have no liability for the acts or omissions of any other agency.

Prior to entering into a contract with another agency in connection with this provision, the Authority recommends, but does not require, that the Consultant ask the other agency to confirm that it has determined that use of this provision is in compliance with all applicable procurement rules and regulations, including the rules and regulations of any grantor such as the Federal Transit Administration. The Authority makes no warranty or representation that the Authority's selection process for this Contract will achieve such compliance.

**[The remainder of this page intentionally left blank]**

IN WITNESS HEREOF, the Chicago Transit Authority and Consultant have executed the Agreement B21OP04732 as of the date first set forth above.

Please note that by signing the Contract you are making a formal offer to the CTA, however, this is not to be construed as an acceptance on the part of the CTA and is not a guarantee of the award of a Contract. This is not intended to be a binding commitment to contract, nor will CTA be obligated in any manner until a formal written Contract has been executed by both parties.

POINT OF DIFFERENCE STRATEGIES

By: [Signature]  
Print Name: Lisa Duarte  
Title: President

[If a corporation and signed by any person other than president or vice-president, a certified copy of the resolution or by-law authorizing such person to sign must accompany this Contract/Contract.]

By: [Signature]

Subscribed and sworn before me this April 30 Day of 2021.  
My Commission expires: July 22, 2024



CHICAGO TRANSIT AUTHORITY

By: Dorval R. Carter, Jr. 4/21/2021 (AL)  
Dorval R. Carter, Jr., President

Print Name: \_\_\_\_\_

By: Ellen McCormack 4/21/2021 (AL)  
Ellen McCormack  
Vice President, Purchasing & Supply Chain

Print Name: \_\_\_\_\_

Date: April 21, 2021

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

[Signature]  
Attorney