

S. S. R. B.

DATE 9/2/08

JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT

COMPLETE THIS SECTION IF NEW CONTRACT

For contract(s) in this request, answer applicable questions in each of the 4 major subject areas with the Instructions for Preparation of Non-Competitive Procurement Form on the reverse side.

Request that negotiations be conducted only with Global Traffic Technologies, LCC for the product and/or services described herein.
(Name of Person or Firm)

This is a request for _____ (One-Time Contractor Requisition # 3801, copy attached) or X Term Agreement or _____ Delegate Agency (Check one). If Delegate Agency, this request is for "blanket approval" for all contracts within the _____ (Attach List) Pre-Assigned Specification No. _____
(Program Name) Pre-Assigned Contract No. _____

APPROVED _____
CONDITIONALLY APPROVED 4-0 *con. list on p. H. satisfied*
RETURN TO DEPT _____
DISAPPROVED _____

COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION TO CONTRACT

Describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change, as applicable. Attach copy of all supporting documents. Request approval for a contract amendment or modification to the following:

Contract #: _____
Specification # _____
Modification #: _____

Company or Agency Name: _____
Contract or Program Description: _____
(Attach List, if multiple)

Leslie Cain
Originator Name

312-743-7367
Telephone

Leslie Cain
Signature

OEMC
Department

8/26/08
Date

Indicate **SEE ATTACHED** in each box below if additional space needed:

<input type="checkbox"/> PROCUREMENT HISTORY The OEMC has never procured goods or services from Global Traffic Technologies, LLC (GTT)
<input type="checkbox"/> ESTIMATED COST \$215,480.00 to procure the Opticom Infrared System including installation hardware, configuration software, maintenance and training.
<input type="checkbox"/> SCHEDULE REQUIREMENTS See Appendix A Intergovernmental Agreement (IGA)
<input type="checkbox"/> EXCLUSIVE OR UNIQUE CAPABILITY The Opticom Infrared System was developed and manufactured solely by GTT and does not extend warranty to its systems if integrated with non-Opticom Infrared components.
<input type="checkbox"/> OTHER The Opticom Infrared System is critical to the joint OEMC/TMA & CTA Transit Signal Pilot project that will increase traffic flow for CTA buses across intersections along the Western Ave corridor (pilot area). Upon successful implementation & testing of the program the program will be implemented regionally improving travel times and safety for CTA buses.

APPROVED BY: Raymond Orozco
DEPARTMENT HEAD OR DESIGNEE
Raymond Orozco, Executive Director

8-25-08
DATE

Benjamin H
BOARD CHAIRPERSON

9/11/08
DATE

Monica M. Snyla
CPO 9/2/08

DPS PROJECT CHECKLIST

For DPS Use Only	
Date Received	_____
Date Returned	_____
Date Accepted	_____
CA/CN's Name	_____

IMPORTANT: PLEASE READ AND FOLLOW THE INSTRUCTIONS FOR COMPLETING THE PROJECT CHECKLIST AND CONTACT THE APPROPRIATE UNIT MANAGER IF YOU HAVE ANY FURTHER QUESTIONS. ALL INFORMATION SHOULD BE COMPLETED, ATTACH ALL REQUIRED MATERIALS AND SUBMIT FOR HANDLING TO THE DEPARTMENT OF PROCUREMENT SERVICES, ROOM 403, CITY HALL, 121 N. LASALLE STREET, CHICAGO, ILLINOIS 60602.

GENERAL INFORMATION:

Date: August 25th, 2008
 REQ No.: 39855

Contact Person: Leslie Cain
 Tel: 3-7367 Fax: 3.7383 E-mail:lcain@cityofchicago.org

Project Manager: David Zavattero
 Tel: 3-7372 Fax: E-mail:dzavattero@cityofchicago.org

PO No.: (if known):

Modification No.: (if known):

Previous PO No.: (if known):

Project Description: Global Traffic Technologies OEMC Transit Signal Pilot Project

FUNDING:

City: Corporate Bond Enterprise Grant* Other
 State: IDOT/Transit IDOT/Highway Grant* Other
 Federal: FHWA FTA FAA Grant* Other

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	OBJT	PROJECT	RPTG	\$ DOLLAR AMOUNT
1	2008	0100	0584140	0140	220140	0000	0000	0000	0000	215480

Estimated Value \$215,480.00

*IF GRANT FUNDED, A COPY OF THE APPROVED GRANT AND APPLICATION ARE REQUIRED and any other Terms and Conditions that may apply.

SCOPE STATEMENT:

Attached is a Detailed Scope of Services and/or Specification

IMPORTANT: THIS IS A CRITICAL PORTION OF YOUR SUBMITTAL. IN ORDER FOR DPS TO ACCEPT YOUR SUBMITTAL YOU MUST COMPLETE THE SPECIFIC SCOPE REQUIREMENTS AS SET FORTH IN THE SUPPLEMENTAL CHECKLIST FOR THAT UNIT.

The following is a general description of what should be included in a Scope of Services or Specification:

A clear description of all anticipated services and products, including: time frame for completion, special qualifications of prospective vendors, special requirements or needs of the project, locations, anticipated participating user departments, citation of any applicable City ordinance or state/federal regulation or statute.

TYPE OF PROCUREMENT REQUESTED (check all that apply):

NEW REQUEST

Blanket Agreement
 Standard Agreement
 Small Orders

MOD/AMENDMENT

Time Extension
 Vendor Limit Increase
 Scope Change/Price Increase/Additional Line Item(s)
 Other (specify):

FORMS: Requisition Special Approvals Non-Competitive Review Board (NCRB)

DPS PROJECT CHECKLIST

CONTRACT TERM: October 1, Requested Term (number of months): 60
2008 -
September
31st, 2013

PRE BID/SUBMITTAL REQUIREMENTS:

Requesting Pre Bid/Submittal Conference? Yes No Requesting Site Visit? Yes No

ARCHITECTURAL/ENGINEERING SUPPLEMENTAL CHECKLIST

Required Attachments: Scope of Services, including location, description of project, services required, deliverables, and other information as required

Risk Management

Will services be performed within 50 feet of CTA train or other railroad property? Yes No
Will services be performed on or near a waterway? Yes No

If applicable, Pre-Qualification Category No. Category Description:

For Pre-Qualification Program, attach list of suggested firms to be solicited

Other Agency Concurrence Required: None State Federal Other (fill in)

AVIATION CONSTRUCTION SUPPLEMENTAL CHECKLIST

DOA sign-off for final design documents: Yes No

Required Attachments:

Copy of Draft Contract Documents and Detailed Specifications.

Risk Management:

Current Insurance Requirements prepared/approved by Risk Management: Yes No

Will work be performed within 50 feet of CTA or ATS structure or property? Yes No

Will work be performed airside? Yes No

***NOTE:** Any non-construction Aviation request, complete the applicable section.

COMMODITIES SUPPLEMENTAL CHECKLIST

Required Attachments: Detailed Specifications (Scope of Services) including detailed description of the product, delivery location, user department contact, price escalation considerations, Bidder's qualification, contract term and extension options, Contractor's qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards and Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate.

If Modification request, please verify and provide the following:

Contractor's Name: Global Traffic Technologies

Contractor's Address: 7800 Third Street North

St. Paul Minnesota 55128-5441

Contractor's e-mail Address: www.gtt.com

Contractor's Phone Number: 651-789-7333

Contractor's Contact Person: Rick Sachse, President

CONSTRUCTION SUPPLEMENTAL CHECKLIST

Required attachments:

Copy of Draft (80% Completion), Contract Documents and Detailed Specifications

DPS PROJECT CHECKLIST

Risk Management

Will services be performed within 50 feet of CTA train or other railroad property?

Yes No

Will services be performed on or near a waterway?

Yes No

DPS PROJECT CHECKLIST

VEHICLES/HEAVY EQUIPMENT SUPPLEMENTAL CHECKLIST

Required Attachments:

- Detailed Specifications including detailed description of the vehicle(s) or equipment, mounted equipment, if any, and options/accessories.
- Special Provisions (Delivery, Warranty, Manuals, Training, Additional Unit Purchase Options, Bid Submittal Information, etc.)
- Delivery Location(s)
- Technical Literature
- Drawings, if any
- Part Number List (Manufacturer; or Dealer; or Other Source:)
- Current Price List(s)/Catalog(s)
- Special Approval Form
- Exhibits and Attachments

If Modification request, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST

- Detailed description of project listing obligations of each party.
 - The Schedule of Compensation
 - Deliverables
 - Request for individual contract services (if applicable)
 - The appropriate EPS form
 - ITSC (approved by BIS)
 - OBM (approved by Budget form/memo)
 - Grant document attached
- Attach any documentation indicating any previous purchase activity to assist in the procurement process

TELECOMMUNICATIONS AND UTILITIES SUPPLEMENTAL CHECKLIST

Required Attachments: Detailed Scope of Services/Specification which sets forth all of the anticipated services and products the user department wants provided, including time frame for completion, special qualifications of prospective vendors, special requirements or needs of the project, locations, anticipated participating user departments, citation of any applicable City ordinance or state/federal regulation or statute.

Has the project been reviewed by DGS? Yes No

Attach copy of DGS Recommendation; Reservation(s); or participate under current contract.

Does the project include software? Yes No

If yes, is signed ITSC form attached? Yes No

Does the location involve:

A public way? Yes No

Any concession in the City's facilities? Yes No

Is it anticipated City Council approval of the project or contract will be required? Yes No

DPS PROJECT CHECKLIST

WORK SERVICES/FACILITY MAINTENANCE SUPPLEMENTAL CHECKLIST

Required Attachments: Detailed Specifications (Scope of Services) including detailed description of the work, locations (with supporting detail), user department contacts, work hours/days, laborer/supervisor mix, compensation and price escalation considerations, Bidder's qualification, contract term and extension options, Contractor's qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards and Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate.

Risk Management:

Will services be performed within 50 feet (50') of CTA train or other railroad property? Yes No

Will services be performed on or near a waterway? Yes No

Will services require the handling of hazardous/bio-waste material? Yes No

Will services require the blocking of streets or sidewalks which may affect public safety? Yes No

If Modification or Amendment request, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:



City of Chicago
Richard M. Daley, Mayor

Office of Emergency Management
and Communications

Raymond Orozco
Executive Director

120 North Racine Avenue
2nd Floor
Chicago, Illinois 60607-2010

<http://www.cityofchicago.org>

August 26, 2008

Montel Gayles, Chief Procurement Officer
Department of Procurement Services
121 N. LaSalle St., Suite 403
Chicago, IL 60602

SUBJECT: New Agreement
CONTRACT TITLE: Transit Signal Priority Project: Opticom
Infrared System
VENDOR: Global Traffic Technologies, LLC
ESTIMATED TOTAL COST: \$215,480.00

Dear Mr. Gayles:

We respectfully request to be placed on the Sole Source Review Board meeting scheduled for **Tuesday September 2nd, 2008** to allow OEMC to enter into a new agreement with Global Traffic Technologies, LLC to support the OEMC/TMA Transit Signal Priority Project.

We are submitting our DPS Checklist packet that includes:

- (1) DPS Project Checklist
- (2) Justification for Non-Competitive Procurement
 - Scope of Work & Budget
 - Extended Warranty
 - Certificate of Insurance
 - Economic Disclosure Statement

Appendices:

- A: Project Notice, URS Consultants PO#2283
- B: Intergovernmental Agreement (IGA)
- C: GTT Unique Qualification Memo
- D: MBE/WBE Waiver Request Memo

- (3) Requisition# 39855

Please feel free to contact me directly at 743-7367 with any questions.

Sincerely,

Leslie Cain
Grants Management Specialist





City of Chicago
Richard M. Daley, Mayor

**Office of Emergency Management
and Communications**

Raymond Orozco
Executive Director

120 North Racine Avenue
2nd Floor
Chicago, Illinois 60607-2010

<http://www.cityofchicago.org>

Cc: Frank Lindbloom, Deputy Director OEMC
Amy Gudgeon, OEMC Project Manager
David Zavatiero, Deputy Director TMA
James Lamantia, TMA Project Manager



JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT

OEMC Sole Source Justification Global Traffic Technologies, LLC

REQUEST SUMMARY

The Office of Emergency Management and Communications (OEMC) is requesting a 5-year term agreement with Global Traffic Technologies (GTT) to procure equipment, training and maintenance support for the Transit Signal Priority Project (TSP).

Under the executed Intergovernmental Agreement, the TSP will be implemented and tested along two separate transit routes -Western Avenue and Chicago Avenue. The project is supported using CTA grant funds received from the Regional Transit Authority (RTA). The OEMC will front all costs for the project and be reimbursed by the CTA.

Global Traffic Technologies is the only manufacturer of the patented Opticom technology. This integrated technology has a proven record of minimizing traffic disruptions, accelerating response times and improving service reliability. Because the Chicago Transit Authority and Bureau of Electricity are responsible to install all equipment on buses and at traffic intersections, there is no opportunity for GTT to meet MBE/WBE requirements. Additionally, GTT offices are located in Minnesota. Therefore, they are requesting a full waiver.

PROJECT BACKGROUND

The Chicago Transit Authority provides bus service 24 hours per day, 7 days per week to and from Chicago to the surrounding suburbs and to/from core areas of downtown to other City of Chicago communities. Approximately one million average weekday customers are carried on local and express bus service daily using 2,193 buses on 152 bus routes, over 2,273 route miles. All CTA buses combined travel approximately 190,000 miles each day.

Using grant support from the Regional Transit Authority (RTA), the OEMC in partnership with the Chicago Transit Authority (CTA) and the Bureau of Electricity will implement and test a Transit Signal Priority (TSP) system that will enable buses to travel more efficiently through intersections with traffic signals. The system is designed to reduce the number of traffic signal stops or shorten the duration of the wait. This technology will improve travel times by nearly 8%.

The City's Bureau of Electricity (BOE) will be responsible for detailed design activities including traffic signal plan preparation and installation of the TSP equipment at each traffic signal. The CTA will be responsible for installing necessary TSP emitters on the CTA buses.

URS Corporation will provide project management across the Transit Signal Priority (TSP) initiative. OEMC executed a project notice to begin consultation with URS (refer to Appendix A). URS activities will include assistance to the City in overseeing the design, deployment and evaluation of a TSP system demonstration along the testing corridors and the development of high-level guidelines for future citywide TSP deployment. In carrying out the work, URS will utilize industry "best practices" and consider all current and past city and regional TSP studies. URS Corporation's work activities shall consist of five major tasks including:

- **Task 1 – Stakeholder Program and Program Management:** This task will provide program management support to the city for the TSP initiative and also involves a

JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT
OEMC Sole Source Justification
Global Traffic Technologies, LLC

citywide departmental stakeholder program for the CTA service area selected for the TSP Pilot project.

- **Task 2 – Western Avenue TSP Demonstration Design and Deployment Support:** This task includes confirming TSP sites already selected, providing input into the TSP design activities and supporting deployment oversight for a TSP system along Western Avenue in Chicago, IL.
- **Task 3 – Traffic Signal Timing Optimization:** This task will include the development of optimized signal timing plans along the Western Avenue Corridor. Vehicle turning movement counts will be required as part of this task.
- **Task 4 – Conduct Evaluation of Western Avenue TSP Demonstration:** This task includes conducting a before and after study to measure the impact of TSP along the Western Avenue Corridor. This task will also include VISSIM modeling of the demonstration corridor to allow for presentation of TSP impacts to the corridor.
- **Task 5 – Guidelines for Future City-Wide TSP Deployment:** This task will include a TSP technology review, documenting appropriate TSP system architecture and describing the characteristics of a potential corridor best suited for TSP in the City.

The GTT Opticom Infrared System (equipment and software) is a major component needed to successfully implement this project.

Expected benefits of a TSP system to the transit system, its customers and the general public include:

Faster bus travel: Waiting at traffic signals is the source of as much as half of total delay time for bus service. Assigning priority to approaching buses in the traffic signal cycle is an effective way to address delays resulting from traffic signals and slow traffic. In Los Angeles, California where a TSP is in-place, the measured difference in running time along an arterial with the signal priority system turned on and off, revealed an 8% reduction in travel time.

Lower operating costs: While faster bus travel time directly benefits bus customers, it also lowers service costs for CTA. Pace is one of several transit agencies that have employed TSP and have found that such systems allow them to deliver better service with lower operating costs. TSP will free up operating resources for CTA that can then be allocated elsewhere in the CTA's system.

Better bus service: The ability to move buses quickly through intersections will help CTA better maintain scheduled services during times of unusually heavy traffic flow, potentially reducing the occurrence of bus bunching. Signal priority allows buses the opportunity to regain time lost due to unforeseeable delays caused by weather or traffic. This will help maintain on-time service, even headway spacing, and reduce the occurrences of bus bunching along a route.

Better, safer traffic flow for all users: TSP in conjunction with CTA's ongoing efforts to relocate many of its bus stops to the far sides of intersections, will significantly improve the flow of buses through intersections. As mentioned, more efficient movement of buses through intersections will help improve schedule adherence and reduce the incidence of bus bunching. Better bus flow

JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT
OEMC Sole Source Justification
Global Traffic Technologies, LLC

means that buses are less likely to impede the flow of other vehicles. This will result in less weaving among traffic users and fewer delays for drivers in the right lane, resulting in fewer vehicles turning right in front of stopped buses and safe traffic conditions for all road users, and for pedestrians as well.

Emergency Management: The GTT Opticom System installed under the TSP project will enhance emergency management efforts and response times. An outcome of the TSP, will be to tie the technology into the OEMC Traffic Management Center. The Traffic Management Center will be a manned seven day twenty-four hour operation. All City traffic and other cameras will be available for the TMC operator to view.

The on board bus AVL system working in collaboration with the CTA control center will determine if a bus is eligible to request TSP. The TSP system working in collaboration with Traffic Signal controller will determine if a request for TSP should be granted or not. The system at the traffic signal control unit is parameter driven and rule changes can be made to accommodate a change in requirements.

INTERGOVERNMENTAL AGREEMENT (IGA)

A mutual agreement between the City OEMC and Chicago Transit Authority was passed by City Council on July 30th, 2008. The 5-year agreement allows the OEMC/TMA and CTA to implement the Transit Signal Priority project including purchase of equipment and consultant services this project along the Western Avenue. The IGA also calls for an expansion of the project along other transit corridors as agreed upon by both the City and CTA. The IGA will expire on July 31st 2013 (refer to Appendix B).

PROJECT SCOPE

TSP Buses & Routes

Global Traffic Technologies, LLC will provide the Opticom TSP equipment and provide necessary training to City and CTA staff. As stated, the TSP will be implemented along both the Western Avenue corridor and the Chicago Avenue corridors for testing.

Along the Western Avenue corridor between Diversey and 65th street, the Opticom Infrared System will be installed in 30 buses and at twenty (20) intersections will be re-timed for Optimum system operation. Along the Chicago Avenue corridor, 15 intersections will be re-timed with 60 buses being outfitted with the Opticom Infrared System equipment.

The on board bus AVL system working in collaboration with the CTA control center will determine if a bus is eligible to request TSP. The Opticom Transit Signal Priority system will grant bus drivers that request transit signal priority passage through intersections based on two pre-selected criteria 1) if a bus is late to its scheduled stop and 2) if the bus is at or exceeds its passenger capacity. TSP system will only granted one request in any five to ten minute period. The system at the traffic signal control unit is parameter driven and rule changes can be made to accommodate a change in program requirements.

JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT
OEMC Sole Source Justification
Global Traffic Technologies, LLC

Training

Included in the sale of the GTT equipment, GTT will provide three days of intensive on sight training to BOE and CTA. Monthly progress meetings will be held with the City of Chicago and project consultants to manage projects. Workers will be trained on the proper methods to successfully install and calibrate all components of the GTT Opticom system. BOE will be trained on field equipment and software and the CTA personnel will be trained on the equipment and software that will reside on the buses.

Data Collection & System Evaluation

The Bureau of Electricity (BOE) will download signal data bi-weekly from each Opticom signal controllers. BOE will make this data available to OEMC and CTA to evaluate the efficiency of the pilot program. These data will illustrate the aggregate number of buses that request “priority traversing” or passage through an intersection and the number of traversing requests that are granted by the Opticom system.

The field portion of the pilot program is targeted to start on or about January 1, 2009 and is currently scheduled to run for six months. The CTA has selected all intersections and a combination of CTA, GTT, URS and OEMC have reviewed and concurred on the selections. URS Consulting will provide before during and after studies of TSP, The locations, the technology and the benefits.

Installation

The Bureau of Electricity is responsible to install Opticom equipment at each intersection and the Chicago Transit Authority is responsible to install equipment on each bus.

Project Timeline

GTT Opticom technology training will be completed by late September or early October 2008. URS has been issued a task order to conduct preliminary baseline evaluations to confirm the exact intersections. We anticipate equipment being installed on buses and at intersections by the December 31st, 2008. Joint evaluation of the system will be conducted within 60 days of the complete equipment installation.

PROCUREMENT HISTORY

Global Traffic Technologies, LLC will provide the Opticom TSP equipment and provide necessary training to City and CTA staff. As stated the TSP will be implemented along both the Western Avenue corridor and the Chicago Avenue corridors for testing.

Along the Western Avenue corridor between Diversey and 69th street, the Opticom Infrared System will be installed in 30 buses and at ten (10) intersections will be re-timed for Optimum traffic signal system operation. Along the Chicago Avenue corridor, between Pulaski Road and Fairbanks Court 15 intersections will be re-timed with 60 buses being outfitted with the Opticom Infrared System equipment.

JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT
OEMC Sole Source Justification
Global Traffic Technologies, LLC

ESTIMATED COST

The estimated cost of \$215,480.00 covers the equipment, hardware, software, equipment calibration training, and 5-year maintenance warranty for parts for both the Western Avenue and Chicago Avenue corridors. GTT is offering a 5-year warranty that covers the cost of repairs to and replacement of system component parts. Refer to the attached “*Chicago Transit Pricing*”, the GTT Warranty and Extended Coverage and the Certificate of Insurance documents. The maintenance does not include installation or removal of failed components.

During the six-month field test BOE will be paid for the installation and maintenance of the TSP system components. CTA will provide the same support for hardware and software installed on the buses. The OEMC will front all costs related to the project and submit invoices to the CTA for reimbursement from the RTA grant source within 60 days of invoicing.

SCHEDULE REQUIREMENTS

We are requesting a 5-year term agreement to test the pilot project and implement the successfully tested TSP project into other Chicago regions. This term allows the City to take advantage of the 5-year Basic Warranty offered by GTT. This 5-year contract request is in line with the expiration date of the Intergovernmental Agreement (Appendix B).

EXCLUSIVE OR UNIQUE CAPABILITIES

Global Traffic Technology is the world leader in traffic management and safety (Appendix C). GTT’s mission is to improve traffic management, emergency vehicle preemption and transit signal priority everywhere in the world. Their proven, integrated solutions help reduce emergency response times, improve intersection safety, keep transit buses running on time and streamline traffic management. GTT designed, developed and tested Opticom infrared system components. To assure system integrity, the emitters, detectors, detector cables, phase selectors/discriminators, system software and replacement parts must be GTT components. Therefore, maintenance of these systems must be connected to GTT products and services.

The Opticom Infrared System uses coded infrared emitters mounted on emergency and/or transit vehicles to communicate with the intersection traffic controller to provide a temporary right-of-way for vehicles. Proven effective at thousands of intersections throughout the world, the Opticom infrared system can dramatically improve safety at intersections while minimizing traffic disruptions, accelerating response times and improving service reliability. The *Traffic Signal Preemption for Emergency Vehicles: A Cross-Cutting Study*. January 2006, Federal Highway Administration, et al., provides in detail the positive outcomes of this technology.

The major goals of this project and technology solution are to increase CTA ridership by improving the accuracy of time schedules and enhance emergency management response efforts. The *transit signal priority* or green light advantage provided by the Opticom™ GPS and Infrared Systems can give buses the advantage they need to stay on schedule. In addition to these advantages, the system helps optimize bus route efficiency, freeing up resources and lowering operating costs while reducing environmental impact. Opticom GPS and Infrared Systems can help you:

JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT

OEMC Sole Source Justification

Global Traffic Technologies, LLC

- Improve on-time arrival and maximize route efficiency by giving busses a natural, non-disruptive green light advantage
- Reduce vehicle maintenance and improve vehicle utilization by minimizing the wear and tear of stop-and-go driving
- Lessen environmental impact and lower fuel costs by boosting fuel efficiency
- Enable automated operation by interfacing seamlessly with your AVL system
- Facilitate emergency response efforts

MBE/WBE WAIVER REQUEST

GTT is responsible for the manufacture, installation of the Opticom solution, and provide training to OEMC/TMA and the CTA on critical aspects of the system. The City of Chicago's Bureau of Electricity is responsible for installing Opticom equipment at each intersection and the Chicago Transit Authority is responsible for installing equipment on each bus. Because each partner department is responsible for a component of the installation, GTT does not have an opportunity to sub-contract any aspect of their scope of work to a certified City of Chicago MBE/WBE/DBE vendor. Additionally, GTT offices are located in Minnesota. Given these factors, GTT is requesting a full waiver from the City of Chicago MBE/WBE compliance program. Refer to Appendix D.

OEMC Western Avenue Transit Pricing 9/18/07

Intersection & Vehicle Equipment List				
Description	3M Stock Number	Quantity	Unit Price	Total Price
Mast Arm Hangers (Installation Hardware)	75-0301-2189-3	10	\$ 50.00	\$ 500.00
Confirmation Light Bulbs	75-0301-2189-3	20	\$ 9.00	\$ 180.00
Confirmation Light Cable	75-0301-2189-3	1,000	\$ 0.35	\$ 350.00
Opticom Model 754N Phase Selector (4 Channel, NEMA w/o Internal Preempt)	78-8114-5100-0	10	\$ 2,795.00	\$ 27,950.00
Opticom Model 760 Card Rack with P1 Harness Assembly	78-8114-5300-6	10	\$ 160.00	\$ 1,600.00
Opticom Model 757 Auxillary Detector/ Green Sense Harness (Note 1)	78-8113-4723-2	10	\$ -	\$ -
Opticom Model 722 Optical Detector, Two Channel, Two Directions	78-8095-3854-5	10	\$ 579.00	\$ 5,790.00
Opticom Model 575 Confirmation Light Kit	78-8060-1634-7	10	\$ 78.00	\$ 780.00
Opticom Model 138 Detector Cable (1000' roll @ \$0.39 per ft.)	78-8009-6557-2	1	\$ 390.00	\$ 390.00
Opticom 750CS Intersection Configuration Software with Cable	78-8125-0481-5	1	\$ 795.00	\$ 795.00
Opticom Installation/Maintenance Training	75-0301-1031-8	1	\$ 5,000.00	\$ 5,000.00
Opticom Model 792T Emitter (Low Priority with Visible Light Filter)	78-8113-4560-8	30	\$ 995.00	\$ 29,850.00
Opticom Emitter Cable Assembly	78-8113-4617-6	30	\$ 80.00	\$ 2,400.00
Opticom Model 793R Emitter Switch (Range Control Box)	78-8118-6441-8	1	\$ 330.00	\$ 330.00
Opticom 790CS Emitter Configuration Software with Cable	78-8125-0484-9	1	\$ 195.00	\$ 195.00
Total Equipment Price				\$ 76,110.00
Spare Equipment List				
Description	3M Stock Number	Quantity	Unit Price	Total Price
Confirmation Light Bulbs	75-0301-2189-3	2	\$ 9.00	\$ 18.00
Opticom Model 754N Phase Selector (4 Channel, NEMA w/o Internal Preempt)	78-8114-5100-0	1	\$ 2,795.00	\$ 2,795.00
Opticom Model 760 Card Rack with P1 Harness Assembly	78-8114-5300-6	1	\$ 160.00	\$ 160.00
Opticom Model 757 Auxillary Detector/ Green Sense Harness (Note 1)	78-8113-4723-2	1	\$ -	\$ -
Opticom Model 722 Optical Detector, Two Channel, Two Directions	78-8095-3854-5	1	\$ 579.00	\$ 579.00
Opticom Model 575 Confirmation Light Kit	78-8060-1634-7	1	\$ 78.00	\$ 78.00
Opticom Model 792T Emitter (Low Priority with Visible Light Filter)	78-8113-4560-8	2	\$ 995.00	\$ 1,990.00
Opticom Emitter Cable Assembly	78-8113-4617-6	2	\$ 80.00	\$ 160.00
Opticom Model 793R Emitter Switch (Range Control Box)	78-8118-6441-8	1	\$ 330.00	\$ 330.00
Opticom 790CS Emitter Configuration Software with Cable	78-8125-0484-9	1	\$ 195.00	\$ 195.00
Total Spare Parts Price				\$ 6,305.00
Total Price				\$ 82,415.00

Note 1: 757 harness provided at no charge when ordered at the same time as a phase selector (on a one-to-one basis).

OEMC Chicago Avenue Transit Pricing 9/18/07

Chicago Avenue Intersection & Vehicle Equipment List				
Description	3M Stock Number	Quantity	Unit Price	Total Price
Mast Arm Hangers (Installation Hardware)	75-0301-2189-3	15	\$ 50.00	\$ 750.00
Confirmation Light Bulbs	75-0301-2189-3	30	\$ 9.00	\$ 270.00
Confirmation Light Cable	75-0301-2189-3	1,000	\$ 0.35	\$ 350.00
Opticom Model 754N Phase Selector (4 Channel, NEMA w/o Internal Preempt)	78-8114-5100-0	15	\$ 2,795.00	\$ 41,925.00
Opticom Model 760 Card Rack with P1 Harness Assembly	78-8114-5300-6	15	\$ 160.00	\$ 2,400.00
Opticom Model 757 Auxillary Detector/ Green Sense Harness (Note 1)	78-8113-4723-2	15	\$ -	\$ -
Opticom Model 722 Optical Detector, Two Channel, Two Directions	78-8095-3854-5	15	\$ 579.00	\$ 8,685.00
Opticom Model 575 Confirmation Light Kit	78-8060-1634-7	15	\$ 78.00	\$ 1,170.00
Opticom Model 138 Detector Cable (1000' roll @ \$0.39 per ft.)	78-8009-6557-2	1	\$ 390.00	\$ 390.00
Opticom 750CS Intersection Configuration Software with Cable	78-8125-0481-5	1	\$ 795.00	\$ 795.00
Opticom Installation/Maintenance Training	75-0301-1031-8	1	\$ 5,000.00	\$ 5,000.00
Opticom Model 792T Emitter (Low Priority with Visible Light Filter)	78-8113-4560-8	60	\$ 995.00	\$ 59,700.00
Opticom Emitter Cable Assembly	78-8113-4617-6	60	\$ 80.00	\$ 4,800.00
Opticom Model 793R Emitter Switch (Range Control Box)	78-8118-6441-8	1	\$ 330.00	\$ 330.00
Opticom 790CS Emitter Configuration Software with Cable	78-8125-0484-9	1	\$ 195.00	\$ 195.00
Total Equipment Price				\$ 126,760.00
Spare Equipment List				
Description	3M Stock Number	Quantity	Unit Price	Total Price
Confirmation Light Bulbs	75-0301-2189-3	2	\$ 9.00	\$ 18.00
Opticom Model 754N Phase Selector (4 Channel, NEMA w/o Internal Preempt)	78-8114-5100-0	1	\$ 2,795.00	\$ 2,795.00
Opticom Model 760 Card Rack with P1 Harness Assembly	78-8114-5300-6	1	\$ 160.00	\$ 160.00
Opticom Model 757 Auxillary Detector/ Green Sense Harness (Note 1)	78-8113-4723-2	1	\$ -	\$ -
Opticom Model 722 Optical Detector, Two Channel, Two Directions	78-8095-3854-5	1	\$ 579.00	\$ 579.00
Opticom Model 575 Confirmation Light Kit	78-8060-1634-7	1	\$ 78.00	\$ 78.00
Opticom Model 792T Emitter (Low Priority with Visible Light Filter)	78-8113-4560-8	2	\$ 995.00	\$ 1,990.00
Opticom Emitter Cable Assembly	78-8113-4617-6	2	\$ 80.00	\$ 160.00
Opticom Model 793R Emitter Switch (Range Control Box)	78-8118-6441-8	1	\$ 330.00	\$ 330.00
Opticom 790CS Emitter Configuration Software with Cable	78-8125-0484-9	1	\$ 195.00	\$ 195.00
Total Spare Parts Price				\$ 6,305.00
Total Price				\$ 133,065.00

Note 1: 757 harness provided at no charge when ordered at the same time as a phase selector (on a one-to-one basis).

Global Traffic Technologies Opticom™ Infrared System

Warranty and Extended Coverage, USA

Under the Opticom Infrared System Five/Ten Plan, you can expect low maintenance costs, Global Traffic Technologies' (GTT) continued support and technical expertise and future system operability. GTT stands behind its systems.

Description	Opticom™ Infrared System
Total Coverage	10 Years
Basic Coverage	5 Years — Basic Warranty
Extended Coverage	Additional 5 Years with standard repair charge* Components Covered: <ul style="list-style-type: none">• Intersection Components:<ul style="list-style-type: none">– Detectors and Phase Selectors• Vehicle Components:<ul style="list-style-type: none">– Emitters Series 592, 4592, 9592, 492, 792
	*Repair charge determined at the time of service.
Future System Operability Coverage	10 Years Subject to the terms of this document, GTT warrants that, during the applicable warranty coverage period, Opticom infrared system components will be available to continue to provide, in all material respects, at least the same level of system operability and functionality as such system provided as of the effective date (such operability and functionality to be determined by reference to applicable GTT documentation provided with such system when shipped by GTT).
Terms and Limitations of Coverage	See complete terms under Terms of Repair Service Warranty Coverage section.
Component Information	The Opticom infrared system integrates an array of matched components. The use or integration of any GTT product with any non-GTT product shall void all GTT warranties with respect to such GTT product. GTT has designed, developed and tested Opticom infrared system components as part of a matched component system. To assure system integrity, the emitters, detectors, detector cables, phase selectors/discriminators and system software must be GTT components.

TERMS OF REPAIR SERVICE WARRANTY COVERAGE

The warranty and extended coverage for the Opticom™ Infrared System is described below:

IMPORTANT NOTICE TO PURCHASER

EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS DOCUMENT, GTT MAKES NO OTHER WARRANTIES AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

Basic Coverage: Under the Five/Ten plan, Global Traffic Technologies (GTT) will, at its sole option repair, replace or refund any amounts paid for any Opticom infrared system component found to be defective in materials or manufacture within five (5) years from the date of shipment from GTT.

Extended Coverage: Under the Five/Ten plan, GTT will provide a functioning replacement component at a standard charge per unit for an additional five (5) years.

Future System Operability Coverage: Under the Five/Ten Plan, GTT warrants future system operability coverage as described herein.

Coverage Limitations: The warranties set forth in this document shall not apply to (A) incandescent lamps (confirmation lights) or (B) to any Opticom infrared system components which have been (1) repaired or modified by persons not authorized by GTT; (2) subjected to incorrect installation, misuse, neglect or accident; (3) damaged by extreme atmospheric or weather-related conditions; or (4) subject to events or use outside the normal or anticipated course.

IN NO EVENT SHALL GTT BE LIABLE FOR ANY INJURY (INCLUDING, WITHOUT LIMITATION PERSONAL INJURY), DEATH, LOSS, OR DAMAGE (INCLUDING, WITHOUT LIMITATION PROPERTY DAMAGE), WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHERWISE, ARISING OUT OF THE USE OR INABILITY TO USE, REPAIR OR FAILURE TO REPAIR, ANY GTT PRODUCT. REGARDLESS OF THE LEGAL THEORY ASSERTED. THE REMEDIES SET FORTH IN THIS DOCUMENT ARE EXCLUSIVE.

Sale and use of the Opticom infrared system is expressly restricted to authorized agencies of government customers, within their specific jurisdictions. However, because the infrared signal generated by the Opticom infrared system is not exclusive, GTT does not warrant exclusive activation by purchaser. Authorized users who desire to use or coordinate use of the Opticom infrared system with that of other jurisdictions must first obtain the prior written approval of each authorized user in the jurisdiction where use is sought.

Basic Coverage shall terminate upon emitter "flash counts" of three hundred (300) million or five (5) years, whichever first occurs. Vehicle components that exceed Basic Coverage in less than five (5) years receive Extended Coverage for the remainder of the Five/Ten Plan, and total coverage continues to be ten (10) years.

U.S. Warranty Claim Process: Contact your authorized Opticom system dealer, or contact GTT technical service at 1-800-258-4610. Outside the United States please contact our headquarters in St. Paul, MN at +1 651-789-7333 for assistance in locating an authorized repair facility servicing your country.



Global Traffic Technologies, LLC
7800 Third Street North
St. Paul, Minnesota 55128-5441
1-800-258-4610
651-789-7333
www.gtt.com

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76-0100-1000-2(A)
Document updated: November 2007

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
8/05/08

PRODUCER
Wells Fargo Insurance
Services of Minnesota, Inc.
4300 MarketPointe Dr #600
Bloomington, MN 55435

952-830-3000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY
A OneBeacon Insurance Co

COMPANY
B

COMPANY
C

COMPANY
D

INSURED
Global Traffic Technologies, Inc.
Attn: Rick Sachse
7800 Third Street-Bldg 100
Oakdale MN 55128

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS																
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	711009922	6/28/08	6/28/09	<table border="1"> <tr><td>GENERAL AGGREGATE</td><td>\$ 2000000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2000000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$ 1000000</td></tr> <tr><td>EACH OCCURRENCE</td><td>\$ 1000000</td></tr> <tr><td>FIRE DAMAGE (Any one fire)</td><td>\$ 500000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 10000</td></tr> </table>	GENERAL AGGREGATE	\$ 2000000	PRODUCTS - COMP/OP AGG	\$ 2000000	PERSONAL & ADV INJURY	\$ 1000000	EACH OCCURRENCE	\$ 1000000	FIRE DAMAGE (Any one fire)	\$ 500000	MED EXP (Any one person)	\$ 10000				
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PRODUCTS - COMP/OP AGG	\$ 2000000																				
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EACH OCCURRENCE	\$ 1000000																				
FIRE DAMAGE (Any one fire)	\$ 500000																				
MED EXP (Any one person)	\$ 10000																				
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	711009922	6/28/08	6/28/09	<table border="1"> <tr><td>COMBINED SINGLE LIMIT</td><td>\$ 1000000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE</td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT	\$ 1000000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE	\$								
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BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE	\$																				
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OTHER THAN AUTO ONLY:																					
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A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	711009922	6/28/08	6/28/09	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$ 10000000</td></tr> <tr><td>AGGREGATE</td><td>\$ 10000000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 10000000	AGGREGATE	\$ 10000000		\$										
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A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL OTHER	406018213	6/28/08	6/28/09	<table border="1"> <tr><td><input checked="" type="checkbox"/> WC STATUTORY LIMITS</td><td></td><td><input type="checkbox"/> OTHER</td><td></td></tr> <tr><td>EL EACH ACCIDENT</td><td>\$ 1000000</td><td></td><td></td></tr> <tr><td>EL DISEASE - POLICY LIMIT</td><td>\$ 1000000</td><td></td><td></td></tr> <tr><td>EL DISEASE - EA EMPLOYEE</td><td>\$ 1000000</td><td></td><td></td></tr> </table>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS		<input type="checkbox"/> OTHER		EL EACH ACCIDENT	\$ 1000000			EL DISEASE - POLICY LIMIT	\$ 1000000			EL DISEASE - EA EMPLOYEE	\$ 1000000		
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EL EACH ACCIDENT	\$ 1000000																				
EL DISEASE - POLICY LIMIT	\$ 1000000																				
EL DISEASE - EA EMPLOYEE	\$ 1000000																				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
Re: Evidence of Coverage.
City of Chicago and Chicago Transit Authority are named as Additional Insured's with respect to the General Liability.

CERTIFICATE HOLDER
City of Chicago
121 North LaSalle Street
Chicago, IL. 60602

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
Charles F. Salento

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT**

SECTION I -- GENERAL INFORMATION

A. Legal name of Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Global Traffic Technologies, LLC

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

1. the Applicant

OR

2. a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest: _____

OR

3. a specified legal entity with a right of control (see Section II.B.1.b.) State the legal name of the entity in which Disclosing Party holds a right of control: _____

B. Business address of Disclosing Party:

7800 Third Street North, Bldg. 100

St. Paul, MN 55128

C. Telephone: 651-789-7333 Fax: 651-789-7334 Email: infoaboutgtt@GTT.com

D. Name of contact person: Gary Nourse

E. Federal Employer Identification No. (if you have one): 56-2660311

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

Opticom preemption and priority control equipment

G. Which City agency or department is requesting this EDS? Office of Emergency Management and Communications

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # NA and Contract # NA

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- Person
- Publicly registered business corporation
- Privately held business corporation
- Sole proprietorship
- General partnership*
- Limited partnership*
- Trust
- Limited liability company*
- Limited liability partnership*
- Joint venture*
- Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
 Yes No
- Other (please specify)

* Note B.1.b below.

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Delaware

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes No N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1.a. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

Name	Title
Rick Sachse	President
Brian VanDerBosch	Chief Financial Officer
Paul Powell	Vice President Sales

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or

any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Rick Sachse	President
Brian VanDerBosch	Chief Financial Officer
Paul Powell	Vice President Sales

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE:** Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
Global Traffic Technologies, Inc	7800 Third Street North, St. Paul, MN 55128-5441	100%

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

Yes No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total

amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

“Lobbyist” means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. “Lobbyist” also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)
<u>Traffic Signal Company, 4202 Royal Fox Drive, St. Charles, IL 60174, Dealer Fee unknown until project is defined.</u>			
<u>Traffic Control Corporation, 780 W. Belden Ave., Suite D, Addison, IL 60101, Dealer Fee unknown until project is defined.</u>			

(Add sheets if necessary)

Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the term of the contract.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes No No person owns 10% or more of the Disclosing Party.

If “Yes,” has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes No

B. FURTHER CERTIFICATIONS

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
 - b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.b. of this Section V;
 - d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
 - e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.
2. The certifications in subparts 2, 3 and 4 concern:
 - the Disclosing Party;
 - any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
 - any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

- any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

4. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

6. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

NA

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b).)

1. CERTIFICATION

The Disclosing Party certifies that the Disclosing Party (check one)

is is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter

2-32 of the Municipal Code, explain here (attach additional pages if necessary):

NA

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph 2.

1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

___ 2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Begin list here, add sheets as necessary):

None

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sflllin.pdf>, linked on the page http://www.whitehouse.gov/omb/grants/grants_forms.html.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes No

If you checked "No" to question 1. or 2. above, please provide an explanation:

Under 41 CFR Part 60-2 section (b) Global Traffic Technologies, LLC (GTT) is not currently required to have an affirmative action program. We are, therefore, not filing the reports specified in question 2. GTT does have a policy of equal opportunity specified in its GTT Employee Handbook.

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

C. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

D. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

E. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

F. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

H.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

H.2 If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

H.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in H.1. and H.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in H.1., H.2. or H.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

Global Traffic Technologies, LLC
(Print or type name of Disclosing Party)

Date: 7/28/08

By: *Richard T. Sachse*
(sign here)

Rick Sachse
(Print or type name of person signing)

President, Global Traffic Technologies, LLC
(Print or type title of person signing)

Signed and sworn to before me on (date) July 28, 2008, by Richard T. Sachse,
at Washington County, Minnesota (state).

Heidi J Brooks Notary Public.

Commission expires: Jan 31, 2013.



Appendix A

OFFICE OF EMERGENCY MANAGEMENT
AND COMMUNICATIONS
ADMINISTRATION SERVICES

P R O J E C T N O T I C E

This Project Notice is hereby given in accordance with the task order procedures adopted for the administration of this Professional Service Agreement. End or suspension of task will be immediately in effect upon notice by the Executive Director. 50021001

Consultant: <u>URS</u> <u>100 S. Wacker Drive</u> Address: <u>Suite 500</u> <small>(Executed copy to be sent to this address & contact)</small> <u>Chicago, Illinois 60606</u>	Contact: <u>Mohammad Hassan</u> Title: <u>Vice President</u> Phone: <u>312 743-7380</u>
OEMC Section: <u>Traffic Management Authority</u> Deputy Director: <u>David Zavattero</u>	Project Manager: <u>James La Mantia</u> PM Phone: <u>312 743-7380</u>
PO (Contract) No: <u>2283</u> Contract Start: <u>11/03/2003</u> Project Start: <u>01/01/2008</u>	Specification No: <u>1296</u> Contract End: <u>07/15/2008</u> Project End: <u>U P C</u>
Funding Source: <u>City or State or Federal (Circle One)</u>	OEMC Project No: <u>TBD</u>
IDOT Concurrence Required?: <u>Yes or No (Circle One)</u>	IDOT Project No: _____
IDOT Review Memo Number: _____	IDOT Section No: _____
Contracts Review By and Date: _____	IDOT Job No: _____

Project Title: Transit Signal priority

Scope of Services: Per attached

Total Estimated Cost: \$500,000.00

Executed by:

Mohammad Hassan 11/14/07
 Consultant Date

David C. Zwickler 11/16/07
 Deputy Director Date

Tony Ruiz 11/5/07
 Executive Director Date

Approved:
Douglas W. Yerkes 1/3/08
 Acting Chief Procurement Officer Date

Office of Emergency Manage. & Communications
 Professional Design and Professional Studies

Department of Procurement Services

**CITY OF CHICAGO
BLANKET RELEASE**

Copy (Comptroller)

Furnish the supplies and/or services described below in conformance with conditions set forth herein and in your offer

RELEASE DATE	PURCHASE ORDER	RELEASE NUMBER	SPECIFICATION NUMBER	VENDOR NUMBER	SITE NAME	DELIVERY DATE	PAGE NUMBER
12/4/2007	2283	4	1296	1019420	A		1

DELIVER TO: 58-058

058- OEC1411
1411 W. MADISON

Chicago, IL 60607

ORDERED FROM:

URS CORPORATION
D/B/A URS CORPORATION AMERICAS
122 S. MICHIGAN AVE STE 1920

CHICAGO, IL 60603

DELIVERY CHARGES to be PREPAID
TITLE TO PASS ON DELIVERY

CONTACT: LESLIE CAIN- 3-7367, PV58075817

PO DESCRIPTION: SURFACE TRANSPORTATION PLANNING STUDIES

BLANKET RELEASE

THIS SIGNED RELEASE IS YOUR AUTHORITY TO FURNISH THE SPECIFIED SUPPLIES AND /OR SERVICES IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE BLANKET AGREEMENT NUMBER: 2283

THIS PURCHASE IS FOR DEPARTMENT: 58 - OFFICE OF EMERGENCY COMMUNICATION

SUBMIT THE ORIGINAL INVOICE TO:

PO Line	Ship Line	COMMODITY INFORMATION	QUANTITY	UOM	UNIT COST	TOTAL COST						
1	1	91896	1.00	USD	1.00	1.00						
SURFACE TRANSPORTATION PLANNING STUDIES												
PROFESSIONAL AND TECHNICAL SERVICES OVS CAMERA INITIATIVE SITE SURVEY W												
	Dist	BFY	FUND	COST CTR	APPR	ACNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	TOTAL COST
1	1	007	0100	0584140	0162	220162	0000	00000000	000000	00000	0000	1.00
SHIPMENT TOTAL:											1.00	

RELEASE TOTAL: 1.00

APPROVAL:

[Signature] 12-5-07
SIGNATURE DATE

[Signature] 12/5/07
SIGNATURE DATE

Payment on this order will be made upon receipt of an original vendor invoice form referencing this order.

Submit the original invoice to the department referenced above.

Mark all packages and papers with the purchase number.

Any deliveries containing overshipments will be reflected unless otherwise authorized in this purchase.

This purchase is subject to the City of Chicago General Conditions for Supplies, Work, or Professional Consulting Services; Special Conditions, Disclosure Ownership, Acceptance Page, as applicable, which are attached hereto or incorporated herein by reference.

**CITY OF CHICAGO
PRE-APPROVED
MODIFICATION / OVERRIDE REQUISITION**

Copy (Department)

DELIVER TO: 058- OEC1411 1411 W. MADISON Chicago, IL 60607	REQUISITION: 36362 For PO Number: 2283 PAGE: 1 DEPARTMENT: 58 - OFFICE OF EMERGENCY COMMUNIC PREPARER: Amy R Gudgeon NEEDED: PRE-APPROVED 12/21/2007
--	---

REQUISITION DESCRIPTION

Vendor Limit Increase URS PO2283 Transit Signal Priority Project
 SPECIFICATION NUMBER: 62644

COMMODITY INFORMATION

LINE	ITEM	QUANTITY	UOM	UNIT COST	TOTAL COST						
1	91896 Surface Transportation Planning	500,000	USD	0.00	0.00						
SUGGESTED VENDOR: URS		REQUESTED BY: Amy R Gudgeon									
DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	TOTAL COST
1	007	0100	0584140	0162	220162	0000	00000000	000000	00000	0000	0.00
LINE TOTAL:											0.00
REQUISITION TOTAL:											0.00

Where a commodity is for a particular or unique use other than standard quality, grades, color, size or other characteristics, give details of how it will be and for what purpose.
 Requisitions prepared incorrectly will be returned to the using department.

Appendix B

ORDINANCE NO. 008-82

AN ORDINANCE AUTHORIZING AN
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF CHICAGO AND
THE CHICAGO TRANSIT AUTHORITY FOR
THE WESTERN AVENUE TRANSIT SIGNAL
PRIORITY DEMONSTRATION PROGRAM

WHEREAS, The Chicago Transit Authority ("Authority") seeks to improve the quality of bus service; and

WHEREAS, Transit Signal Priority ("TSP") can enhance bus operations by providing priority for buses through traffic control signals under certain conditions; and

WHEREAS, The Authority has entered into a grant agreement with the Regional Transportation Authority ("RTA") through the Regional Technical Assistance Program (RTAP) to demonstrate and evaluate TSP in the Western Avenue corridor; and

WHEREAS, The City of Chicago owns, maintains and is responsible for the traffic signal equipment in the Western Avenue corridor; and

WHEREAS, The City of Chicago is also responsible for the monitoring of traffic operations and engineering of traffic control systems throughout the City; and

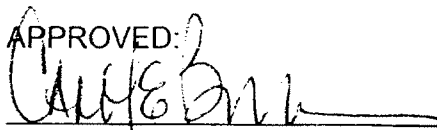
WHEREAS, The City of Chicago has agreed to use its staff and expertise to assist the Authority in implementing and evaluating TSP in the Western Avenue corridor; now, therefore:


BE IT ORDAINED BY THE CHICAGO TRANSIT BOARD
OF THE CHICAGO TRANSIT AUTHORITY:

SECTION 1. The Chicago Transit Board of the Chicago Transit Authority hereby approves entry into an intergovernmental agreement between the Authority and the City of Chicago (the "IGA") to implement the Western Avenue Transit Signal Priority Demonstration Program, in substantially the form of Exhibit A attached hereto.

SECTION 2. The President, or his designee, is hereby authorized to execute the IGA.

SECTION 3. This Ordinance shall be in full force and effect from and after its passage.

APPROVED:

Chairman

PASSED:

Assistant Secretary

June 11, 2008

June 11, 2008



CITY COUNCIL

CITY OF CHICAGO

COUNCIL CHAMBER

SECOND FLOOR – CITY HALL
121 NORTH LaSALLE STREET
CHICAGO, ILLINOIS 60602
TELEPHONE 312-744-4096

COMMITTEE MEMBERSHIPS

TRANSPORTATION AND PUBLIC WAY
(CHAIRMAN)

AVIATION

BUDGET AND GOVERNMENT OPERATIONS

BUILDINGS

COMMITTEES, RULES AND ETHICS

ECONOMIC AND CAPITAL AND TECHNOLOGY
DEVELOPMENT

FINANCE

ZONING

THOMAS R. ALLEN

ALDERMAN, 38TH WARD
5817 WEST IRVING PARK ROAD
CHICAGO, ILLINOIS 60634
TELEPHONE: (773) 545-3838
FAX: (773) 283-3343
E-MAIL: tallen@cityofchicago.org

July 28, 2008

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body pass At the request of the Executive Director of Emergency Management and Communications an intergovernmental agreement with the Chicago Transit Authority regarding the Transit Signal Priority pilot program. This ordinance was referred to the Committee on July 9, 2008.

This recommendation was concurred unanimously by a viva voce vote of the members of the Committee with no dissenting vote.

(Ward)

Respectfully submitted,

Thomas R. Allen,
Chairman



TRANSP.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RICHARD M. DALEY
MAYOR

July 9, 2008

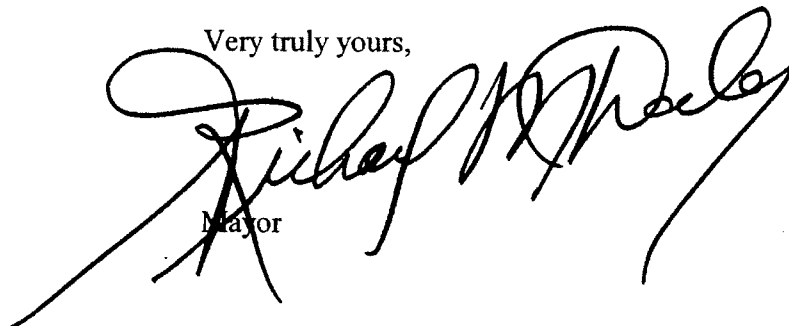
TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Executive Director of Emergency Management and Communications, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Chicago Transit Authority regarding the Transit Signal Priority pilot program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,



Mayor

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the Chicago Transit Authority, a municipal corporation of the State of Illinois ("CTA"), operates and maintains bus service throughout the City, including along Western Avenue; and

WHEREAS, the City's Office of Emergency Management and Communications ("OEMC") and the CTA desire to install, test and operate a pilot project at selected intersections in the City as mutually agreed to by the parties, including but not limited to intersections along Western Avenue, to grant conditional intersection signal priority to buses operating on those streets and bus routes, including but not limited to the CTA's Western Avenue X49 Express bus route, to facilitate faster bus travel times and improve bus schedule adherence and yet to interfere minimally with normal traffic operations (the "Project"); and

WHEREAS, the parties propose to enter into an intergovernmental agreement ("Agreement") authorizing the Project, establishing equipment purchase, installation and maintenance guidelines for the parties, and setting operational and testing protocols; and

WHEREAS, the parties propose to enter into the Agreement under the provisions of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, on June 11, 2008, the Chicago Transit Board enacted an ordinance authorizing the CTA to enter into the Agreement; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The above recitals are incorporated by reference as if fully set forth herein.

SECTION 2. Subject to the approval of the Corporation Counsel as to form and legality, the Executive Director of OEMC, the Acting Executive Director of OEMC (collectively, the "Executive Director") or his or her delegate is hereby authorized to execute and deliver the Agreement with the CTA in substantially the form attached hereto as Exhibit A, with such changes therein as the Executive Director may approve, provided that such changes do not amend any essential terms of the Agreement (execution of the Agreement by the Executive Director or his or her delegate constituting conclusive evidence of such approval), and to enter into and execute all such other agreements and instruments and to perform any and all acts as shall be necessary or advisable in connection with the implementation of the Agreement.

SECTION 3. To the extent that any current ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or

provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this ordinance.

SECTION 4. This ordinance shall be in full force and effect from and after the date of its passage and approval.

Document No. P02008-5568

Document No. 02008-4308

REFERRED TO COMMITTEE ON TRANSPORTATION AND PUBLIC WAY
JUL - 9 2008
<i>Michael D. Daley</i> City Clerk City of Chicago

PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO AND REFERRED TO THE OFFICE OF THE CITY CLERK OF SAID CITY.
JUL 30 2008
<i>Michael D. Daley</i> City Clerk City of Chicago

APPROVED
Marcel A. Meador
CORPORATION COUNSEL

APPROVED
Richard M. Daley
MAYOR
8-6-08

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF CHICAGO AND THE CHICAGO TRANSIT AUTHORITY**

This Intergovernmental Agreement, (hereinafter referred to as the "IGA") is entered into by and between the City of Chicago, an Illinois home rule municipality (the "City"), acting through its Office of Emergency Management and Communication ("OEMC"), and the Chicago Transit Authority ("CTA"), an Illinois municipal corporation duly organized and existing under the laws of the State of Illinois.

WHEREAS, the CTA operates a public transportation system in the Chicago metropolitan area and wishes to explore ways of increasing ridership and improving rider satisfaction; and

WHEREAS, the City operates signalized intersections, and wishes to explore ways of improving general traffic flows and air quality; and

WHEREAS, the CTA and the City wish to implement a Traffic Signal Priority System ("TSPS") Demonstration Program (the "TSPS Demonstration Program") along Western Avenue between Berwyn Avenue (5300 North) and 95th Street (9500 South) (the "Corridor"), or such other street location or locations as mutually agreed upon between the parties, in order to determine whether the TSPS Demonstration Program will enhance the efficiency of CTA's bus services along the Corridor and, thereby, increase rider satisfaction; and

WHEREAS, both CTA and the City, in the spirit of intergovernmental cooperation, wish to continue to work together to improve the transportation services provided by CTA to its customers; and

WHEREAS, Article 7, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. (the "Act") authorize the City and the CTA to contract with one another to perform such undertakings as described herein; and

WHEREAS, pursuant to an ordinance of the City Council of the City passed on July 30, 2008 and an ordinance of the CTA Transit Board passed on June 11, 2008, the parties are authorized to enter into this IGA under the provisions of the Act;

NOW, THEREFORE, in consideration of the promises contained herein, the sufficiency of which is hereby acknowledged, and the benefits that may accrue to the City and the CTA from the implementation of the TSPS Demonstration Program, the parties enter into this IGA under the following terms and conditions:

1. **Incorporation of Recitals:** The recitals set forth above are hereby incorporated herein by reference and made a part hereof.

2. **The TSPS Demonstration Program**

- A. **Background:** CTA sought to undertake a pilot transit signal priority system demonstration program to study the effects of granting transit signal priority, in certain circumstances, on CTA's bus schedules. To that end, CTA pursued and has been awarded funding from the Regional Transportation Authority ("RTA") for the TSPS Demonstration Program described herein. This IGA sets forth the rights and obligations of CTA and the City in implementing the TSPS Demonstration Program.
- B. **Location:** Under the TSPS Demonstration Program, the City's TSPS equipment will be installed at certain City-operated signalized intersections along the Corridor. The specific signalized intersections to be used during this TSPS Demonstration Program shall be mutually agreed upon by the City and the CTA.
- C. **Program Budget:** The TSPS Demonstration Program budget (the "Budget"), attached hereto as Exhibit A and incorporated herein, is \$652,743.00 and is subject to the terms and condition of CTA's Technical Services Agreement with the RTA, as amended, Contract No. RTAP-2000-27 ("TSA"), which is attached hereto as Exhibit B and incorporated herein. In addition to the Budget, CTA shall expend up to \$60,000.00 solely for the development and purchase of the software described in Paragraph 4A herein. No other CTA funds shall be expended by CTA toward the TSPS Demonstration Program, except for those funds issued to CTA through and subject to the terms and limitations of the TSA or through other grant agreements that may be sought in connection with the TSPS Demonstration Program. Pursuant to Section 10 herein and subject to the TSA, the CTA shall reimburse the City for the City's performance of City Services (as defined below). If, following the conclusion of the TSPS Demonstration Program, but prior to the termination of this IGA, it appears likely that additional costs will be incurred by either party to maintain, repair or replace their respective TSPS Equipment, then either party may terminate for convenience pursuant to Section 13 hereof or seek to reallocate Budget resources to accommodate those costs, subject to the terms and conditions of the TSA. CTA, at its sole discretion, may also seek other funding through the TSA or through other grant agreements.

If additional funding becomes available through the TSA or through other grant agreements, and CTA wishes and is authorized to expend such additional funding on the TSPS Demonstration Program in furtherance of this IGA, then CTA shall consult with the City to determine whether the City wishes to expand and/or continue the TSPS Demonstration Program, upon the terms of this IGA or upon such other terms as may be mutually agreed between the City and CTA.

3. **The City's Obligations:** The City agrees to perform the following tasks of the TSPS Demonstration Program (collectively, the "City Services"):

- A. City Procurement and Installation Obligations

- i. As soon as practicable after the effective date of this IGA, the City shall procure or cause to be procured any and all equipment needed to implement the TSPS Demonstration Program at the City-operated signalized intersections mutually agreed upon between CTA and the City, including but not limited to signal controllers, optical emitters for CTA's buses, receivers for the City's mast arms and all necessary cable. Such equipment shall be compatible with CTA's "On-Board Bus Vehicle TSPS", and such equipment shall have the following capabilities:
 1. To receive a priority request issued by CTA's On-Board Bus Vehicle TSPS. A "Priority Request" is a signal emitted by the CTA On-Board Bus Vehicle TSPS and received by the City's TSPS equipment, which causes the City's signal controller to provide priority to CTA's buses through the signalized intersections upon programmable parameters mutually agreed upon by City and the CTA.
 2. To grant or deny the Priority Request based on programmable parameters as mutually agreed upon by the City and CTA.
 3. To record and log all Priority Requests received and whether they were granted or denied. The data recorded and logged will be provided to the CTA, upon request, in an electronic format on a weekly basis, unless otherwise agreed between the City and CTA.
- ii. The City shall modify the signal phases (red, yellow and green) and timings of those signal phases (the length of time the signal indicates each color) at each selected City-operated signalized intersection as necessary and as mutually agreed upon by the City and CTA for testing or implementation of the TSPS Demonstration Program.
- iii. Within six months of receiving the City's TSPS equipment as described in Section 3Ai herein but, in no event, earlier than the City's receipt of confirmation from CTA that its buses are capable of emitting Priority Requests, the City shall install and activate its TSPS equipment at no fewer than three, mutually agreed, City-operated signalized intersections. Additional intersections may be added to the TSPS Demonstration Program under this Agreement upon mutual agreement of the parties and if available funding allows.
- iv. The City shall evaluate intersection and Corridor performance with the TSPS in operation. This evaluation shall begin 60 days after the TSPS Demonstration Program is in full operation. The City shall prepare or cause to be prepared a report of its findings and forward it to the CTA within nine months of the start of the evaluation.

- v. While the City shall procure the optical emitters to be installed on CTA's buses for purposes of this IGA, the City shall not install any equipment directly onto CTA's buses in connection with this IGA.
- vi. The City shall comply with all terms and conditions of the TSA between the CTA and the RTA that are applicable to the work performed under this IGA, including but not limited to the requirements of Article VII (Pass-Through Funding Provisions), Article IX (Requisition, Payment Procedures, and Record Keeping), Article XII (Procurement Procedures), Article XIV (Assignment of Contracts), Article XX (Labor Law Compliance, Article XXI (Civil Rights), Article XXII (Substance Abuse/Drug-free Workplace, Article XXIII (Restrictions on Lobbying), and Article XXVIII (Ownership of Documents/Title to Work). The City shall include all provisions required by the TSA in all contracts awarded by the City in connection with this IGA.
- vii. Upon receipt of the City's TSPS equipment, the City shall be the sole owner of all equipment installed at the City's signalized intersections as a result of this IGA. The CTA shall be the sole owner of the optical emitters procured by the City as a result of this IGA.
- viii. The City, in cooperation with the CTA, may evaluate other technologies that may be viable for future TSPS demonstration projects or an expansion of the TSPS Demonstration Project described herein.

B. Insurance of City's TSPS Equipment

The City shall insure the City's TSPS equipment as specified in Section 12 of this IGA.

C. Warranties

The City shall obtain such warranties as specified in Section 11 of this IGA.

D. Maintenance

- i. The City shall maintain and be fully responsible for the operation and maintenance of all of the City's TSPS equipment added to the City's signal controller systems necessary to the TSPS Demonstration Program's operation, including all equipment that receives and processes Priority Requests from the CTA's On-Board Bus Vehicle TSPS, for the term of the TSPS Demonstration Program under this IGA.
- ii. The City shall maintain the signal controller systems on which the City's TSPS equipment has been installed and all of the City's installed TSPS equipment throughout the term of the TSPS Demonstration Program (e.g., for the first six months after full start-up of the TSPS Demonstration Program).

- iii. At all times during the term of the TSPS Demonstration Program, the City shall take prompt and reasonable steps to notify the CTA if any failure or weather-related interruption occurs in the City's signal controllers or its TSPS equipment being used in connection with this IGA.

E. Evaluation

- i. Before the activation of the TSPS Demonstration Program, the City shall study the bus and automobile traffic flows and signal timings (the length of time the signal indicates red, yellow or green) at each intersection and along the length of the Corridor using methods mutually agreed upon by the City and CTA and shall provide a report of its results to CTA.
- ii. After the activation of the City's TSPS equipment at the first City-owned signalized intersection for the TSPS Demonstration Program, the City shall provide CTA and any third party evaluator or evaluation service designated by CTA with any and all intersection operations data on a bi-weekly basis to evaluate the effects of the TSPS equipment.

F. Inspection

If any technical compatibility issues arise that appear to hamper the performance of the City's TSPS equipment, the City shall cooperate with CTA and provide the appropriate City personnel to repair or modify the City's TSPS equipment for the purpose of resolving such issues.

4. CTA's Obligations: The CTA agrees to perform the following tasks of the TSPS Demonstration Program (collectively, the "CTA Services"):

A. Procure and Install On-Board Bus Vehicle TSPS

- i. The CTA shall procure or cause to be procured certain on-board bus software compatible with the existing Clever Devices' Intelligent Vehicle Network ("IVN") hardware and such software shall have the following characteristics:
 - 1. The ability to communicate with the City's TSPS equipment described in Section 3A of this IGA. The IVN must also be capable of activating a Priority Request, as defined in Section 3(A)(i)(1) of this IGA. The parameters for a Priority Request shall be modifiable by CTA by downloading any modified parameters to the on-board software that integrates with the IVN through CTA's existing local wireless network accessible at each of its garages. Management of these parameters shall be incorporated into the existing administration software tools used by CTA to manage the IVN system. Priority Requests shall be made according to parameters, including but not limited to the following:

- a. Bus operating behind schedule by a programmable minimum time;
- b. Route or route-pattern;
- c. Location;
- d. Time of day and/or schedule day-type (e.g., weekdays, Saturdays and Sundays).
- e. Programmable proximity to a following bus on the same route;
- f. Passenger loads (based on automated passenger counter data).

2. The communication between CTA's On-Board Bus Vehicle TSPS and the City's TSPS equipment attached to the signal controllers shall take place using optical emitters that are compatible with the City's Peek LMD40 signal controllers. The City shall procure all optical emitters necessary for use in connection with the TSPS Demonstration Program as described in this IGA.

- ii. The CTA shall comply with all the requirements of the TSA in procuring any and all software in connection with this IGA. All contracts awarded by the CTA in connection with this IGA shall include all relevant provisions required by the TSA.
- iii. The CTA, in cooperation with the City, may evaluate other technologies that may be viable for future TSPS demonstration projects or an expansion of the TSPS Demonstration Project described herein.

G. On-Board Bus Vehicle TSPS

The CTA shall install the optical emitters procured by the City in connection with this IGA and the software further described in Section 4Ai herein on a minimum of twenty (25) buses in connection with the TSPS Demonstration Program.

H. Optical emitters

CTA shall maintain the optical emitters further described in Section 4Ai(2) herein.

I. Ongoing Operation

- i. During the term of the TSPS Demonstration Program, CTA shall cooperate with the City and provide information necessary for the City to fulfill its obligations under this IGA.
- ii. CTA shall cause to be created and installed the software necessary for CTA buses to transmit Priority Requests to the City's TSPS equipment in connection with this IGA.

J. Inspection

If any technical compatibility issues arise that appear to hamper the performance of the optical emitters or CTA's On-Board Bus Vehicle TSPS, the CTA shall cooperate with the City and provide the appropriate CTA personnel to repair or modify CTA's On-Board Bus Vehicle TSPS or the optical emitters for the purpose of resolving such issues.

K. Maintenance

- i. CTA shall maintain all equipment, if any, it procures and/or installs for the TSPS Demonstration Program.
- ii. CTA shall maintain the software and the IVN systems used in connection with the TSPS Demonstration Program.

L. Evaluation

CTA shall evaluate bus speed and schedule performance, and any other parameters of bus performance relevant to the TSPS Demonstration Program, with the City's TSPS equipment and the On-Board Bus Vehicle TSPS in operation. This evaluation shall begin 60 days after the TSPS Demonstration Program is in full operation.

5. Joint Evaluation of TSPS Demonstration Program.

The parties shall cooperate in jointly determining mutually acceptable methods for evaluating the TSPS Demonstration Program. This evaluation shall begin 60 days after the the TSPS Demonstration Program is in full operation. The parties shall also cooperate in evaluating the following:

- A. Impact of the TSPS Demonstration Program on bus traffic flows through the City-owned signalized intersections; and
- B. Impact of the TSPS Demonstration Program on automobile traffic flows through the City-owned signalized intersections.

6. Plans and Specifications

All plans, site plans, specifications, equipment, and the installation, removal and maintenance schedules (collectively referred to as “Plans”) shall be mutually agreed upon between the City and the CTA, in writing, prior to installation of the City’s TSPS equipment and CTA’s On-Board Bus Vehicle TSPS, including the optical emitters procured by the City and installed by CTA in connection with this IGA.

7. Licenses

The parties grant to each other a license to photograph, record, reproduce or otherwise use images of the City’s TSPS equipment and the CTA’s On-Board Bus Vehicle TSPS as installed, including the optical emitters procured by the City, to the extent not prohibited by: (1) the TSA, (2) security concerns of CTA and/or the City, and/or (3) any of the vendors of the City’s TSPS equipment or the CTA’s On-Board Bus Vehicle TSPS, including the vendor of the optical emitters, involved in the TSPS Demonstration Program. The parties acknowledge that the consent of other individuals or entities may be required to enable actual use of the images of the City’s TSPS equipment or the On-Board Bus Vehicle TSPS. The parties further acknowledge that it is the responsibility of the party using such images to obtain any necessary consents or rights before any actual use of the images and to indemnify the other party against any claims, lawsuits or actions of violation or infringement on any applicable trademarks, service marks, trade names, copyrights or other rights of any third parties to those images, including the rights of publicity and/or privacy.

8. Cooperation, Delay and Dispute Resolution

The City and the CTA shall, during the term of this IGA, cooperate with each other as well as any other City, State and Federal agencies, and companies and individuals working on or in connection with the TSPS Demonstration Program so as to not delay, interfere with or hinder the progress or completion of work or payments required under this IGA. In the event a dispute arises between the City and CTA, the City and CTA agree to negotiate in good faith to resolve any issues arising from or out of this IGA. If the parties cannot agree on a resolution, then the parties shall promptly report any such disagreement to the Executive Director of the OEMC and the CTA’s Chief Operations Officer. The OEMC Executive Director and the CTA’s Chief Operations Officer shall endeavor to resolve any such disagreement promptly and in good faith.

In the event that there are delays in the project caused by either party or by events beyond either party's control, the parties agree to negotiate in good faith to resolve any impacts on the TSPS Demonstration Program that results from such delays.

9. Term

This IGA shall be effective upon its execution and shall continue for five (5) years thereafter (the “Term”). Notwithstanding the above, the IGA may be terminated prior to the expiration of the Term pursuant to Section 13 of this IGA.

The parties anticipate that the City's TSPS equipment and the On-Board Bus Vehicle TSPS shall operate for six months after the last of the City's TSPS equipment is activated at a City-owned signalized intersection. Evaluation of the effects of the TSPS Equipment shall begin after the City's TSPS equipment is activated at the first City-owned signalized intersection. The parties may continue to operate the City's TSPS equipment and the On-Board Bus Vehicle TSPS until the expiration of the Term of this IGA or the termination of this IGA pursuant to Section 13 herein.

10. Fees and Payments

All payments to the City shall be reimbursements of costs already incurred by the City in connection with the TSPS Demonstration Program; no advances to the City shall be made by the CTA hereunder. No funds shall be expended by CTA toward the TSPS Demonstration Program, except for those funds issued to CTA through and subject to the terms and limitations of CTA's TSA with the RTA or as described in Paragraph 2C herein.

The City shall prepare and submit to the CTA invoices identifying: (i) the dates of all reimbursed and unreimbursed services; (ii) the total amount of payments it has received from the CTA to date; (iii) the total amount of unreimbursed expenditures the City has made to date on City Services; (iv) the contractors performing the as-yet unreimbursed City Services; and (v) all City Services completed, if any.

Within 60 days of receiving an invoice from the City pursuant to this IGA, the CTA shall pay to the City the total amount of the undisputed portion of the City's invoice, subject to the terms and conditions of the TSA between CTA and the RTA and the availability of funds.

11. Warranties

The City shall commence work to correct any problem with the City's TSPS equipment noted by the CTA and/or discovered by the City or its contractors within fourteen (14) days of notice of same and shall correct the problem not more than sixty (60) days after such notice. If the problem cannot be corrected by the City within sixty days after such notice, the City shall immediately notify CTA and cooperate in good faith with CTA in evaluating the problem and potential solutions.

The City shall obtain warranties on the equipment and software procured by the City pursuant to this IGA, including the optical emitters. Such warranties shall run for a period of five years following purchase.

12. Insurance and Indemnity

A. Insurance

The City shall provide CTA with a certificate of self-insurance upon request.

B. Indemnity

- (a) Subject to any indemnity requirements in the TSA, except for the CTA's own negligence or wrongful acts, the City shall release, indemnify and hold harmless, to the maximum extent permitted by law, the CTA and its directors, officers, employees and agents (the "CTA Indemnitees") from and against any and all claims, suits, liabilities, losses and damages, including court costs and attorneys' fees and expenses incidental thereto, of whatever nature, arising out of or in connection with the installation, operation, maintenance and/or removal of the City's TSPS equipment and any failure of performance or negligent or wrongful performance by the City, or any contractor or subcontractor for the City, and their respective officers, agents or employees, including, but not limited to, claims for damage to property, and/or injury to or death of any person or persons.
- (b) Subject to any indemnity requirements in the TSA, except for the City's own negligence or wrongful acts, the CTA shall release, indemnify and hold harmless, to the maximum extent permitted by law, the City and its officials, employees and agents (the "City Indemnitees") from and against any and all claims, suits, liabilities, losses and damages, including court costs and attorneys' fees and expenses incidental thereto, of whatever nature, arising out of or in connection with the installation, operation, maintenance and/or removal of the On-Board Bus Vehicle TSPS, including the optical emitters and any failure of performance or negligent or wrongful performance by the CTA, or any contractor or subcontractor for the CTA, and their respective officers, agents or employees, including, but not limited to, claims for damage to property, and/or injury to or death of any person or persons.
- (c) The provisions of this Section 12 shall survive the expiration or earlier termination of this IGA for the period of any applicable statute of limitation or as otherwise provided by law.

13. Termination

- A. For Convenience – Either Party: Either party may terminate this IGA for convenience at any time upon sixty (60) days prior written notice to the other party. The notice of intent to terminate shall be sent to the other party at its address set forth in Section 14 of this IGA.
- B. CTA's Right to Terminate for Convenience: The CTA also reserves the right to terminate this IGA, in whole or in part, at any time during the Term hereof, by giving the City, in writing, a notice of termination for the following reasons:
 - (i) The agency or agencies which are granting funds to the CTA for this project notifies the CTA of the termination of such grant.

(ii) The funds which are to be granted to the CTA become unavailable due to legislative action or inaction or because of an action by any City, State and/or Federal agency or official, other than the City's OEMC.

- C. CTA's Right to Terminate for Cause: The CTA may at its sole discretion terminate this IGA for default if the City fails to perform or comply with the terms of the IGA. Prior to termination, the CTA shall send a notice of intent to terminate to the City at its address as indicated in Section 14 herein. Such notice of intent to terminate shall state the nature of the City's default. In the event the City does not cure such default within sixty (60) days after receipt of such notice, the termination shall thereupon become effective.
- D. Upon any termination, the City shall have sixty (60) days in which all deliverables (including documentation, bus hardware and warranties) prepared to date shall be surrendered to the CTA. The CTA shall reimburse the City for any undisputed sums then due through the date of termination, except that no funds shall be expended by CTA toward the TSPS Demonstration Program, except for those funds issued to CTA through and subject to the terms and limitations of the TSA. At the end of this IGA, subject to any ownership restrictions in the TSA or contractual limitations, the City shall own all software and/or the City's TSPS equipment installed on the signal controllers, receivers and phase selectors, and the CTA shall own all software installed on or in CTA buses pursuant to this IGA.

14. Notices

All notices and demands, which may or are required, to be given by either party to the other hereunder shall be in writing. All notices and demands by CTA to the City shall be delivered personally or sent by United States mail or reputable overnight or same day courier service, postage prepaid, addressed to the City as specified below, or to such other address as the City may from time to time designate by notice to CTA hereunder:

The City of Chicago
Office of Emergency Management
and Communications
120 North Racine Avenue
Chicago, Illinois 60607

and City of Chicago
Department of Law
City Hall, Room 600
121 North LaSalle Street
Attention: Finance and Economic
Development Division

All notices and demands by the City to CTA shall be in writing and shall be delivered personally or sent by United States mail or reputable overnight or same day courier service, postage prepaid, addressed to CTA as specified below, or to such other address as the CTA may from time to time designate by notice to the City hereunder:

For Personal Deliveries/Packages: OR For all other Correspondence:

Chicago Transit Authority
567 West Lake Street
Chicago, Illinois 60661
Attn: General Manager
Facilities Development

Chicago Transit Authority
P.O. Box 7602
Chicago, Illinois 60680-7602
Attn: General Manager
Facilities Development

and

Chicago Transit Authority
P.O. Box 7564
Chicago, Illinois 60680-7564
Attention: General Counsel

15. General Provisions

- A. This IGA is not a lease, easement, or license (other than the license granted in Section 7 herein) and does not convey any interest in the City-owned signalized intersections where the City's TSPS equipment is installed pursuant to this IGA.
- B. This IGA constitutes the entire understanding of the parties with respect to the TSPS Demonstration Program, and no representations or promises have been made that are not fully set forth herein. The parties understand and agree that no modification of this IGA shall be binding unless duly accepted and executed by both parties in writing. This IGA is not intended to and shall in no way affect, alter or amend any other agreement entered into between the parties.
- C. The City and the CTA agree to comply with all applicable federal, state and local laws, statutes, ordinances, regulations, and executive orders with respect to their obligations under this IGA.
- D. This IGA will be governed in all respects in accordance with the laws of the State of Illinois. Any lawsuits arising out of or in connection with this IGA shall be maintained in the state or federal courts located in Chicago, Illinois.
- E. Any headings of this IGA are for convenience of reference only and do not define or limit the provisions of this IGA. Words of any gender will be deemed and construed to include correlative words of the other gender. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document will be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof. 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 person or entity in accordance with the terms of this IGA.

- F. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this IGA shall not affect the remaining portions of this IGA or any part hereof.
- G. No changes, amendments, modifications, cancellation, waivers or discharge of the IGA, or any part or provision hereof, shall be valid unless in writing and signed by an authorized representative of the parties hereto, or their respective successors and assigns.
- H. This IGA may be executed in one or more counterparts, and all such counterparts will constitute one and the same IGA.
- I. The parties agree that where consent or cooperation of the other is required under the terms and conditions of this IGA, such consent or cooperation shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have executed this IGA, through duly authorized representatives as of the date set forth at the beginning of this IGA.

CITY OF CHICAGO, acting through its
Office of Emergency Management
And Communications

CHICAGO TRANSIT AUTHORITY

Raymond O. Origo
Signature

David H. Carter
Signature

Executive Director
Title

Executive Vice President
Title

8-15-08
Date

8/20/08
Date

EXHIBIT A – Budget

[see attached]