

**SUBCONTRACTOR**  
**DEBARMENT CERTIFICATION**

NOTE: PRIMARY CONTRACTOR IS RESPONSIBLE FOR THIS FORM BEING SUBMITTED PRIOR TO AWARD. SUBCONTRACTOR(S) WITH SUBCONTRACTS OVER \$25,000.00 MUST ALSO COMPLETE AND SIGN THE FOLLOWING:

STATE OF Pennsylvania

COUNTY OF Allegheny

The Undersigned represents that s/he is Monica Morgan ("Undersigned Subcontractor") the  
(Print Name)

Site Manager of Secheron Hasler USA Inc  
(Print "President" or Other Proper Title) (Print name of Subcontractor Entity)

("Subcontractor" or "Undersigned Subcontractor") and is authorized to attest on behalf of himself/herself and Subcontractor Entity by stating as follows:

1. As a subcontractor to a primary contractor for subcontracts over \$25,000.00, the undersigned Subcontractor certified to the best of its knowledge and belief that the debarment statements in Section D above are truthful and accurate.
2. If Undersigned Subcontractor acquires information after executing this certification that there may be an actual or apparent violation of any of the above, Subcontractor shall promptly bring such information to the attention of Metra's Procurement Officer.
3. The provisions of Section 1 above are applicable.

Secheron Hasler USA, Inc  
(Print) Name of Subcontractor Entity

By: Monica Morgan  
Signature of Person Making Affidavit (Undersigned listed above)

Date: 2/8/2024

Site Manager  
(Print) Title of Person Making Affidavit

**NOTARIZE HERE**

Subscribed and sworn to before me  
This 8 day of FEB 2024.

PHM=G  
Notary Public

Commonwealth of Pennsylvania - Notary Seal  
Paul H. McCoy, Notary Public  
Allegheny County  
My commission expires June 3, 2027  
Commission number 1290843  
Member, Pennsylvania Association of Notaries

**CERTIFICATION REGARDING A DRUG FREE WORKPLACE**

Pursuant to the definitions regarding a Drug Free Workplace provided in the Drug-Free Workplace Act of 1988, the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*, the Federal Acquisition Regulation System (“FAR”), Procedures for Transportation Workplace Drug & Alcohol Testing Programs, 49 CFR 40, Prevention of Alcohol Misuse & Prohibited Drug Use in Transit Operation, 49 CFR 655, Federal Railroad Administration (“FRA”) Control of Alcohol and Drug Use (49 CFR Part 219) Model Part 219 Railroad Contractor Compliance Plan, where applicable, Stadler US, Inc. (“Contractor”) certifies to the best of its knowledge and belief that it and its principals:

1. Maintain a workplace(s) (i.e. the site(s) for the performance of work done by the Contractor in connection with this contract) safe and free from “controlled substances” as described in the Controlled Substances Act (21 U.S.C. 812) and as further described in regulations 21 CFR 1308.11 – 1308.15.
2. Have neither been convicted, including entering a plea of ‘nolo contendere,’ nor had sentence imposed by any judicial body charged with the responsibility to determine violations of Federal or State criminal drug statutes.
3. Publish and give notice to its employees and sub-contractors that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor’s workplace, and also that actions will be taken against any and all employees and sub-contractors found to be violation of same.
4. Provide that all employees engaged in the performance of the contract receive a copy of the above statement, that the employee will abide by the terms of this statement, and that the employee will notify the employer in writing of the employee’s conviction no later than five (5) calendar days after such conviction.
5. Provide for appropriate action against an employee for violation of any and all of these rules and that an employee convicted of drug abuse must satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health or law enforcement or other appropriate agency.
6. Comply with all drug and alcohol policies, testing programs and reporting requirements set forth in 49 CFR 40 and 49 CFR 655 whenever the Contractor, its employees, or sub-contractor(s) perform one or more of the following functions considered “safety-sensitive”, as defined in 49 CFR 655:
  - (1) Operating a revenue service vehicle, including when not in revenue service;
  - (2) Operating a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver’s License;
  - (3) Controlling dispatch or movement of a revenue service vehicle;
  - (4) Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service; or
  - (5) Carrying a firearm for security purposes.
7. Comply with all statutes and regulations administered by the FRA in implementing the required 49 CFR Part 219 Drug and Alcohol Program.
8. Will otherwise comply with all drug and alcohol policies set forth in applicable Federal, State and local laws and regulations, including, but not limited to the Drug-Free Workplace Act of 1988, FAR, Illinois Drug Free Workplace Act, 49 CFR 40 and 49 CFR 655, FRA Control of Alcohol and Drug Use (49 CFR Part 219) Model Part 219 Railroad Contractor Compliance Plan in such version, prior or subsequent to amendment or revision, as is currently enforced or enforceable at and during the execution and performance of this Contract.

In addition to other remedies, the Contractor’s failure to comply with any part of the requirements of the Drug-Free Workplace Act of 1988, FAR, Illinois Drug Free Workplace Act, 49 CFR 40 or 49 CFR 655, FRA Control of Alcohol and Drug Use (49 CFR Part 219) Model Part 219 Railroad Contractor Compliance Plan, may render the Contractor subject to any or all of the following: suspension of payments, termination of contract for default, suspension or debarment.

  
Signature

Chief Executive Officer  
Title of Authorized Official

12/16/2022  
Date

## IDENTIFICATION OF SOURCE FUNDING

Per the originally published RFP 97728, the RFP Instructions to Proposers, Section XI. Identification of Source Funding, is hereby incorporated into the Contract:

Financial support of this project is provided through financial assistance grants from the Federal Transit Administration (FTA), State of Illinois, Illinois Department of Transportation (IDOT), Regional Transportation Authority (RTA), and Metra.

### Stadler US, Inc.

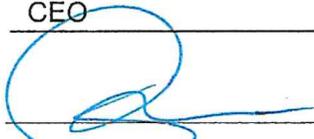
By execution below by a duly authorized representative of Stadler US, Inc., Stadler US, Inc., hereby states that it has reviewed and approves of the aforementioned IDENTIFICATION OF SOURCE FUNDING Clause.

Name of Authorized Signer:

Martin Ritter

Title of Authorized Signer:

CEO



Authorized Signature

02/09/2024

Date



Initials of Authorized Signer

### Metra

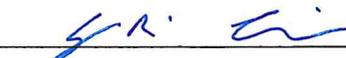
By execution below by a duly authorized representative of Metra, Metra, hereby states that it has reviewed and approves of the aforementioned IDENTIFICATION OF SOURCE FUNDING Clause.

Name of Authorized Signer:

Sean R. Cronin

Title of Authorized Signer:

Senior Director, Mechanical Capital Projects



Authorized Signature

02/09/2024

Date

src

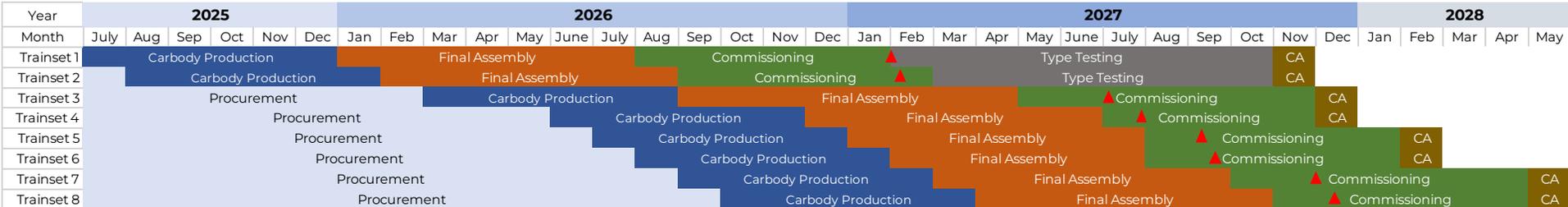
Initials of Authorized Signer

## Key Benefits

- ▶ The provided schedule summarizes the production schedule for Metra for the first 8 vehicles.
- ▶ This summary groups every production activity so there will be various activities within different groups.
- ▶ Our internal scheduling is structured by calendar weeks, and the summary below is by month- therefore it can be assumed plus or minus 1 month depending on the start and end dates shown.
- ▶ It is assumed the contractual milestone, Approval of the Master Program Schedule, will supersede this preliminary schedule.

## 1 Schedule Summary

| Milestone              | NTP + Months |      |
|------------------------|--------------|------|
|                        | First        | Last |
| Carbody Completion     | 17           | 35   |
| Release for Shipment   | 33           | 43   |
| Conditional Acceptance | 43           | 48   |



NTP Assumed July 1st, 2024

▲ Release for Shipment  
 CA Conditional Acceptance

**Contract Execution Page**  
**Contract No.: PA0002045**  
**Not-to-Exceed Total: \$335,400,255,00**

The Contract represents the entire agreement between the parties. No modification, change, amendment, rescission, or waiver shall be binding on either party unless agreed in writing by the parties' authorized representatives. The parties represent and warrant that they did not rely on any statement, oral or written, not contained in this Contract in making their respective decisions to enter into this Contract.

By execution below by a duly authorized representative of the proposer, the proposer hereby offers to furnish equipment and services as specified in its revised proposal submitted to Metra after negotiations and in response to RFP No. 97728 in its entirety and that revised proposal shall remain valid throughout the contract period.

Proposer/Firm: Stadler US Inc.

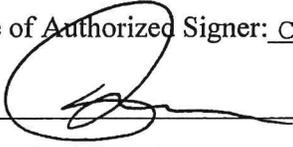
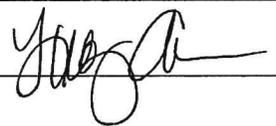
Street Address: 5880 W 150 S

City, State, Zip: Salt Lake City, Utah 84104

Phone: (801) 854-7771

Name of Authorized Signer: Martin Ritter Lucy Andre

Title of Authorized Signer: Chief Executive Officer General Counsel

  2-8-24  
Authorized Signature Date

By execution, below, Northeast Illinois Regional Commuter Railroad Corporation, D/B/A Metra/Metropolitan Rail accepts the offer as indicated above.

  
Signature

Jim Derwinski  
Printed/Typed Name

CEO/Executive Director  
Title

June 4, 2024  
Date