

CHICAGO TRANSIT AUTHORITY
Advertisement for Bids

Sealed bids will be received for the following by Chicago Transit Authority at the Bid Office - 2nd Floor, 567 W. Lake Street, Chicago, IL 60661-1498, no later than 11:00 A.M. on Thursday, November 17, 2011 at which time all such bids will be opened publicly and read aloud:

Req. B11FT04104R, Spec. No. CTA 6634-11
Provide Labor, Materials, Tools and Equipment Necessary to Perform Canopy Repairs at Various CTA Locations as required for a period of 24 months from date of contract execution with Two (1) year extensions at the option of the CTA.

PROPOSAL GUARANTEE: NONE

For additional information, please contact Anthony Saracco, Procurement Administrator, at 312/681-2454.

Req. B11FT04105R, Spec. No. CTA 9905-10
Inspection, Evaluation, Maintenance and Repair of Various Types of Roofs as required for a period of 24 months from date of contract execution with Two (1) year extensions at the option of the CTA.

PROPOSAL GUARANTEE: NONE

For additional information, please contact Leonard Kutkowski, Sr. Procurement Administrator, at 312/681-2458.

⇒ Req. B11FT04106R, Spec. No. CTA 6636-11
Furnish all Labor, Material, Tools and Equipment to Perform Painting Services as required at Various CTA locations for a period of 24 months with Two (1) year extensions at the option of the CTA.

PROPOSAL GUARANTEE: NONE

For additional information please contact Greta Harris, Sr. Procurement Administrator, at 312/681-2463.

Req. B11FT04110R, Spec. No. CTA 6637-11
Provide Labor, Materials, Tools and Equipment Necessary to Perform Masonry Work at Various CTA Locations as required for a period of 24 months from date of contract execution with Two (1) year extensions at the option of the CTA.

PROPOSAL GUARANTEE: NONE

For additional information, please contact Anthony Saracco, Procurement Administrator, at 312/681-2454.

Req. B11FT04111R, Spec. No. CTA 6635-11
Furnish all Labor, Material, Tools and Equipment to Perform Flooring Services as required at Various CTA Locations for a period of 24 months from date of contract execution with Two (1) year extensions at the option of the CTA.

PROPOSAL GUARANTEE: NONE

For additional information please contact Greta Harris, Sr. Procurement Administrator, at 312/681-2463.

Req. B11FT04112R, Spec. No. CTA 6638-11
Electrical Work as required for a period of 24 months from date of contract with Two (1) year extensions at the option of the CTA.

PROPOSAL GUARANTEE: NONE

For additional information, please contact Leonard Kutkowski, Sr. Procurement Administrator, at 312/681-2458.

Any contracts resulting from the bids listed above are subject to a financial assistance between the Chicago Transit Authority, the United States Department of Transportation and the Regional Transportation Authority.

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

Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations and affirmative action requirements of the Federal Transit Administration and Illinois Human Rights Commission.

All bidders will be required to certify that they are not on the Comptroller General's list of ineligible contractors. Any contract resulting from this advertisement will be awarded to the lowest responsive and responsible bidder.

Chicago Transit Authority hereby notifies all bidders that it will affirmatively ensure that in regard to any contract entered into pursuant to this advertisement, Disadvantaged Business

Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

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

The right is reserved to accept any bid or any part or parts thereof or to reject any and all bids.

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

CHICAGO TRANSIT AUTHORITY

By: Marina Popovic
Vice President, Purchasing

November 2, 2011



PROCUREMENT SPECIFICATIONS AND CONTRACT DOCUMENTS FOR:

**FURNISH ALL LABOR, MATERIAL, TOOLS AND EQUIPMENT
REQUIRED TO PERFORM PAINTING SERVICES AS REQUIRED AT
VARIOUS CTA LOCATIONS FOR A PERIOD OF 24 MONTHS
WITH TWO ONE YEAR EXTENSIONS AT THE OPTION OF THE CTA.**

REQUISITION NO.: B11FT04106 (Re-Bid) **SPECIFICATION NO.:** CTA 6636-11

DRAWING NO.: None

PROJECT NO.: None

INSURANCE REQUIRED: Yes

BID DEPOSIT AMOUNT: None Required

FOR INFORMATION CONTACT:

Sr. Procurement Administrator: Greta Harris

Phone Number: (312) 681-2463

BID PACKAGES TO BE RETURNED TO:

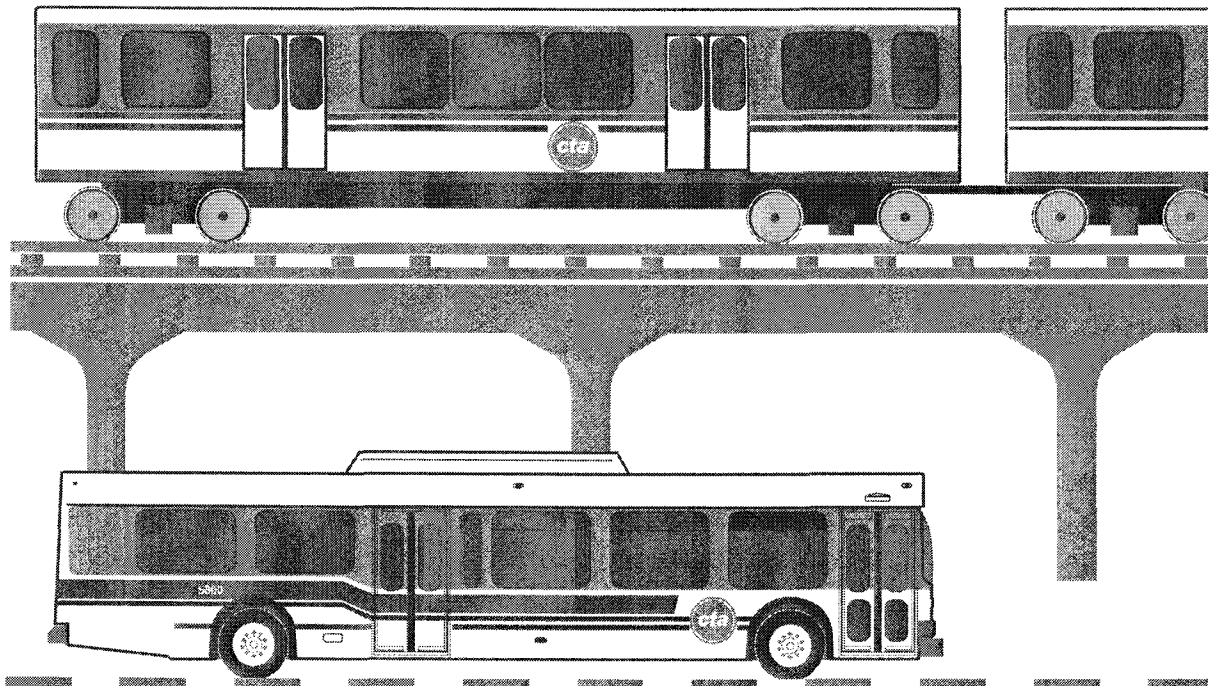
By Mail

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

Delivery Service or In Person Drop-off

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

All Signatures to be sworn before a Notary Public



ISSUED BY

**Purchasing Department
Chicago Transit Authority
P.O. Box 7560, Chicago, IL 60680-7560
Marina Popovic, Vice-President, Purchasing & Warehousing
Forrest Claypool, President
Terry Peterson, Chairman**

READ THIS PAGE BEFORE FILLING OUT BID PACKAGE

DOCUMENT PREPARATION **for Materials & Supplies**

One (1) complete bid package is included. One (1) complete copy of this bid package is to be returned in a sealed envelope with the following on the cover: Bidder's name, Address, Title of the procurement including Requisition Number, and Advertised date and hour designated for the bid opening as shown on the advertisement. Returned copy must contain **original signatures**. CTA recommends that you make and retain one copy for your records.

SIGNATURES REQUIRED ON THE FOLLOWING ITEMS

- **DBE PARTICIPATION SCHEDULES B, C, & D** – *Schedules C and D must be filled out and signed by all bidders/DBE subs; Schedule B must also be filled out and signed if the bidder is a joint venture.* All information relative to Disadvantaged Business Enterprise (DBE) participation for this contract is outlined in the DBE Special Conditions section entitled, "*Disadvantaged Business Enterprise Commitment*".
- **GOOD FAITH EFFORTS TO MEET CONTRACT DBE GOAL** – If the contract DBE goal (if any) cannot be fully met through DBE participation on this contract, the bidder **must submit** a signed letter on its company letterhead and supporting documentation to show that all reasonable "Good Faith Efforts" were made toward fulfilling the required DBE goal. Please refer to "SPECIAL CONDITIONS -DISADVANTAGED BUSINESS ENTERPRISE COMMITMENT" Good Faith Efforts (Section V or VI) for further details. Failure to document Good Faith Efforts to meet the contract DBE goal when the goal cannot be fully met through participation will result in a "Non-Responsive" (Disqualified) bid which will be ineligible for contract award.
- **BUY AMERICA CLAUSES** – Certificate of Compliance or Non-Compliance with Sections 165(a) and 165(b)(3). [Does not apply to Operating funded procurements, personal minicomputer purchases or purchases less than \$100,000.00.]
- **CERTIFICATION REGARDING A DRUG FREE WORKPLACE**
- **CERTIFICATION OF PARTICIPANT REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS.** Two forms: PRIMARY and LOWER TIER (when applicable).
- **CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS (LOBBYING CERTIFICATION)**

A NOTARIZED SIGNATURE by an authorized officer of your business must appear on one of the following Proposal Execution pages:

- **TO BE EXECUTED BY A CORPORATION**

The SIGNATURE OF AUTHORIZED OFFICER, under Corporate Name must be President or Vice President. If signed by any other person, a resolution or by-law authorizing such person to execute a contract must accompany the Proposal.

Note – Name of Signatory in Notary is same name as Signature of Authorized Officer.

- **TO BE EXECUTED BY PARTNERSHIP OR JOINT VENTURE**

Note – Name of Signatory in Notary is same name as first signature line – Partner.

- **TO BE EXECUTED BY SOLE PROPRIETOR**

Note – Name of Signatory in Notary is same name as Name of Bidder.

OWNERSHIP DISCLOSURE – This document is required, failure to address this will cause a delay in the execution of the contract.

INSURANCE (when required) – The awarded contractor must provide **certified** copies of insurance policies in order to allow for contract execution. CTA is to be named an **additional insured**. This should be taken into consideration when submitting your bid.

Note: Questions on the Detail Specification must be in writing to the Procurement Administrator listed on the front of the bid document **no later than seven (7) calendar days prior** to the bid due date. After that, there will not be sufficient time for the Procurement Administrator to obtain responses to questions.

Failure to sign the documents listed above may result in your firm not being awarded the contract.

CONTRACT FOR SUPPLIES REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

Bids will be received by the **CHICAGO TRANSIT AUTHORITY**, a Municipal Corporation, in accordance with the Contract Documents set forth herein.

1. DEFINITIONS:

The term "Authority" means the Chicago Transit Authority acting by and through the Chicago Transit Board or its duly authorized agent, servant or employee in connection with these Contract Documents. The term "Purchasing Agent" means the Purchasing Agent of the Chicago Transit Authority, whose duties and responsibilities are more particularly described in the "Purchase and Sales Regulations and Ordinances of the Chicago Transit Board," and the term "Designee" means any person or persons authorized by the Purchasing Agent to act for the Purchasing Agent in connection with this Contract. The singular shall include the plural and the masculine includes the feminine.

2. COMPLIANCE WITH LAWS:

The bidders shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, City, and other local government agencies, which may in any manner affect the preparation of bids or the performance of the Contract.

3. BID DEPOSIT:

A bid shall, when required in the advertisement, be accompanied by cash, a cashier's check, a certified check, a money order or an approved bid bond in the amount shown in the advertisement, and as may be prescribed in the Contract Documents.

All certified, cashier's checks or money orders shall be drawn on a responsible organization doing business in the United States and shall be made payable to the order of the Chicago Transit Authority.

Any bid bond submitted must reference the specific CTA inquiry numbers and have an Alfred M. Best Company "B+" Policyholders Rating and an "X" Financial Rating or better.

The period of the bond must be for not less than ninety (90) days from the date of bid opening.

4. PREPARATION OF BID:

The bidder shall prepare his bid in DUPLICATE on the attached bidding forms, submit one (1) copy and retain one (1) for your records. Unless otherwise stated on the bidding form, all blank spaces on the bid, applicable to the subject specification, must be correctly filled in. Either a unit price or a lump sum price, as the case may be, must be stated for each and every item, either typed in or written in ink, in figures, and if required, in words.

If bidder is a Corporation, the President or Vice-President and Secretary or Assistant Secretary, shall execute both copies of the bid. The Corporation shall affix its seal to both copies. In the event that this bid is executed by someone other than the President or Vice-President, a certified copy of that section of the Corporate By-Laws or resolution of the Corporation which permits the person to execute the offer for the Corporation shall be furnished with the bid.

If bidder is a Partnership or Joint-Venture, all partners or joint-ventures shall execute both copies of the bids unless one partner or joint-venture has been authorized to sign for the Partnership or Joint-Venture, in which case, evidence of such authority satisfactory to the Purchasing Agent shall be submitted with the bid.

If bidder is a Sole Proprietor, he shall execute both copies of the bid.

A "Partnership," "Joint-Venture" or "Sole Proprietor" operating under an Assumed Name must be registered with the Illinois County in which located, as provided in the Assumed Business Name Act, 805 ILCS 405 et seq., as amended.

ALL SIGNATURES MUST BE SWORN TO BEFORE A NOTARY PUBLIC

5. SUBMISSION OF BIDS:

All prospective bidders shall submit **ONE (1) SEALED BID** in the envelope provided for that purpose to the CHICAGO TRANSIT AUTHORITY, Bid Office, P.O. Box 7554, Chicago, Illinois 60680-7554; or, if the bid is submitted in an envelope other than those so provided for this purpose, then the sealed envelope submitted by the prospective bidder shall carry the following information on the face of the envelope: **bidder's name, address, subject matter of bid, including identifying numbers, advertised date of bid opening, and the hour designated for the bid opening as shown on the advertisement.**

Where bids are sent by mail to the CTA Bid Office, the bidders shall be responsible for their delivery to the Bid Office before the advertised date and hour for the opening of bids. If the mail is delayed beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be returned unopened.

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

6. WITHDRAWAL OF BIDS:

Bidders may withdraw their bids at any time prior to the date and hour specified in the advertisement for the receipt of bids. However, no bidder shall withdraw or cancel his bid for a period of ninety (90) calendar days after said advertised date and hour for the receipt of bids.

7. RESPONSIBILITY OF BIDDER:

The Authority reserves the right to refuse to accept any bid from any person, firm or corporation that is in arrears or is in default to the Chicago Transit Authority upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligations to the Authority, or had failed to perform faithfully any previous contract with the Authority.

The bidder, if requested, must present within two (2) working days, evidence satisfactory to the Purchasing Agent or his designee, of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and Contract Documents.

8. CONSIDERATION OF BIDS:

The Authority reserves the right to extend the bid opening date and to reject any or all bids or any part thereof. The Authority further reserves the right to excuse informalities in the bids and bidding when, in the judgment of the Authority, the best interests of the Authority will be served and the spirit of competition will be maintained.

9. NEGOTIATED CONTRACTS:

The Authority reserves the right to reject all bids received and negotiate a contract with any an all responsible bidders, if the bids received are at unreasonable prices but otherwise acceptable, or for other reasons determined to be clearly in the public's best interest and in accordance with established guidelines.

In the event that negotiations are conducted, the Authority or its duly authorized representative shall have the right to examine and audit books, records, documents and other evidence and accounting procedures and practices, sufficient to reflect properly all costs claimed to have been incurred or anticipated in performing this contract. The Contractor agrees to include in first-tier subcontracts under this contract a clause to the effect that the Authority or duly authorized representatives have access to and the right to examine any of the subcontractor's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract.

10. ACCEPTANCE OF BIDS:

The Authority will accept in writing one or more of the bids or reject all bids within ninety (90) days from the date of opening the bids, unless the lowest responsible bidder, upon request of the Purchasing Agent or his designee, extend the time of acceptance.

The contract shall not be in force and effect until the Chairman of the Board of the Chicago Transit Authority, or his designee, has affixed his signature to the Contract Document.

11. PERFORMANCE-PAYMENT BOND AND INSURANCE:

When required by the Contract Documents, the successful bidder or bidders shall, within ten (10) working days after acceptance of the bid by the Authority, furnish a performance-payment bond in the full amount of the contract on an approved American Institute of Architects (A.I.A.) bond form and/or furnish and keep in force, during the life of the contract, any and all insurance in amounts designated, as provided in the Insurance Requirements, form CTA 415.27 (Revised) attached hereto, with insurance companies acceptable to the Chicago Transit Authority. Any insurance company with less than a (B+) policyholder rating by Alfred M. Best Co. will not be acceptable to the Chicago Transit Authority.

12. FAILURE TO FURNISH BOND OR INSURANCE:

In the event that the bidder fails to furnish the performance-payment bond and/or insurance requirements in said period of ten (10) working days after acceptance of the bid, then, the bid deposit of the bidder may be retained by the Authority. This bid deposit may be used as liquidated damages, not as a penalty, to partially cover costs and losses by the Authority.

13. INTERPRETATION OF CONTRACT DOCUMENTS:

If any person contemplating submitting a bid is in doubt as to the meaning of any part of the Contract Documents, he may submit to the Purchasing Agent a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by Addendum duly issued by the Purchasing Agent or his designee. A copy of such addendum will be mailed or delivered to each person receiving a set of such Contract Documents and to such other prospective bidders as shall have requested that they be furnished with a copy of each Addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of bid. Oral explanation will not be binding. **Bidder must acknowledge receipt of each addendum issued in space provided on the signature page of Bid Documents.**

14. CATALOGS:

Subsequent to bid opening, when requested by the Purchasing Agent or his designee, each bidder shall submit in **DUPLICATE**, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, appointments, and finishes, necessary to fully describe the material or work he proposes to furnish. This information will be furnished to the Authority within ten (10) calendar days from date of request. Failure to furnish this information may result in the disqualification of the Bid.

15. TRADE NAMES:

In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated by the bid.

The reference to the manufacturer's name, trade name, catalog number, or reference, is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly states on the face of his bid exactly what he proposes to furnish, or forwards with the bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by his bid.

The Purchasing Agent, or his designee, hereby reserves the right to approve an "equal" or to reject as not being an "equal," any article the bidder proposes to furnish which contains variations from specification requirements.

16. RETURN OF BID DEPOSIT:

The bid deposit of all bidders, except the two apparent lowest bidders on each contract, will be returned within ten (10) calendar days after the opening of bids. The bid deposit of the two apparent lowest bidders will be returned after the bid has been accepted by the Authority including the acceptance by the Authority of satisfactory performance-payment bond and/or insurance where such bond or insurance are required.

Within 10 days after the date of opening of bids a bidder may request that a bid bond be substituted for the bid deposit. The Manager, Material Management, may allow substitution of a bid deposit upon application in writing to the Manager, Materials Management, and submittal of a bid bond in an amount equal to the bid deposit. Any bid bond submitted must reference the specific CTA inquiry number and have an Alfred M. Best Company "B+" Policyholders Rating and an "X" Financial Rating.

The period of the bond must be for not less than ninety (90) days from the date of bid opening.

17. TAXES:

Federal Excise Tax does not apply to materials purchased by the Chicago Transit Authority by virtue of Exemption Certificate No. 36-73-0234K. Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupational Tax does not apply to materials or services purchased by the Authority by virtue of Statute Chapter 111 2/3 and Section 333, Illinois Revised Statutes as amended. These taxes shall not be included in any of the prices quoted herein. Illinois Tax Exemption Identification number is E9978-2987-05. The prices quoted herein shall agree with all Federal Laws and Regulations.

18. ORDER OF PRECEDENCE OF COMPONENT PARTS OF THE CONTRACT DOCUMENTS:

The order of precedence of the component parts of the Contract Documents shall be as follows:

- | | |
|--|---|
| 1. General Conditions | 6. Bid and Signature and Acceptance forms |
| 2. Special Conditions | 7. Advertisement for Bids |
| 3. Plans and Drawings, if any | 8. Instructions to Bidders |
| 4. Detailed Specifications | 9. Bond, if required |
| 5. Standard Requirements of State and Federal Government, if any | 10. Insurance, if required |

Any Addenda, which may be issued, shall be a part of these Contract Documents and shall take precedence over any other part of the Contract Documents wherever they conflict therewith.

The foregoing order of precedence shall govern the interpretation of the Contract Documents in all cases of conflict or inconsistency therein, except as may be otherwise expressly provided in other component parts of the Contract Documents.

19. NOTICE:

All communications and notices provided herein shall be in writing, delivered personally or by mail, to the name and address of the accepted bidder as provided on the signature page of the bid hereof, or to the Chicago Transit Authority. Attention, Purchasing Agent. P.O. Box 7560, Chicago, Illinois 60680-7560.

CONTRACT FOR SUPPLIES GENERAL CONDITIONS

1. NON-DISCRIMINATION:

The Contractor, in performing under this Contract, shall not discriminate against any worker, employee or applicant or any member of the public, because of race, creed, color, age, sex ancestry, handicap or national origin, nor otherwise commit an unfair employment practice. The Contractor further agrees that this Article will be incorporated by the Contractor in all contracts entered into with suppliers of materials or services, contractors and subcontractors, and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with the Contract.

The Contractor's attention is called to the provisions of the Illinois Human Rights Act, which are hereby incorporated by reference.

To demonstrate compliance, the Contractor and his subcontractors will furnish such reports and information as requested by Chicago Transit Authority or any Federal, State or local government or agencies that may require such information as a condition of financial assistance in whole or in part.

2. DISADVANTAGED BUSINESS ENTERPRISES:

All parties are hereby notified that in regard to any contract resulting from this invitation to bid, Disadvantaged Business Enterprises will be afforded full opportunity to participate, and will not be discriminated against because of race, color, sex, or national origin in consideration for an award.

3. INDEMNIFICATION:

The contractor shall indemnify, keep and hold harmless the Chicago Transit Authority, its officers, employees and agents against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, of whatever kind, including but not limited to attorney's fees, which may accrue against the Chicago Transit Authority, its officers, employees and agents arising out of, as a result of, or in consequence of the acts or omissions of the Contractor in furtherance of the contract, including acts or omissions of the Contractor's servants, employees, subcontractors, agents, or officers, in the performance of the work covered by the contract.

4. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS:

No contracts shall be assigned or sublet in whole or in part without the written approval of the Purchasing Agent, and in no case shall such written approval relieve the Contractor from his obligations or change the terms of the Contract Documents.

The Contractor shall not transfer or assign any contract funds or claims due or to become due without the written approval of the Purchasing Agent having been first obtained.

5. GUARANTEES AND WARRANTIES:

All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent or his designee before final payment on the contract is issued.

6. DELIVERY:

All materials shipped to the Chicago Transit Authority must be shipped F.O.B. destination location. Chicago Metropolitan Area, Illinois. If prior delivery notification is specified, arrangements must be made by the vendor with the Authority's designated receiving location at least 24 hours in advance to arrange for receipt of the materials. The material must then be delivered where directed and as agreed upon.

Unless otherwise specified or agreed upon, truck deliveries to locations other than 567 W. Lake will be accepted not earlier than 7:00 A.M. and not later than 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or Holidays. Deliveries to 567 W. Lake shall be made between 8:00 A.M. and 4:00 P.M., on weekdays only.

The quantity of material delivered by truck shall be ascertained from a weight certificate issued by a duly licensed Chicago Public Weigh-Master upon request. In the case of delivery by rail, weight will be ascertained from bill-of-lading from originating line, but the Authority reserves the right to re-weigh at the nearest available railroad scale.

7. DEMURRAGE AND RE-SPOTTING:

The Authority will be responsible for demurrage charges only when such charges accrue because of the Authority's failure to unload the material.

The Authority will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the Authority.

8. MATERIALS INSPECTION AND RESPONSIBILITY:

The Purchasing Agent, or his designee, shall have a right to inspect any materials to be used in carrying out this contract.

The Authority does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this contract. All materials and equipment furnished under the contract shall be new, unless otherwise specifically stated.

The Contractor shall be responsible for the contracted quality and standards of all materials, components or completed work furnished under this contract.

Materials, components or completed work not complying therewith may be rejected by the Purchasing Agent or his designee and shall be replaced by the Contractor at no cost to the Authority.

Any materials or components rejected shall be removed within a reasonable time from the premises of the Authority, at the entire expense of the Contractor, after written notice has been mailed by the Authority to the Contractor that such materials or components have been rejected.

9. ORDER OF PRECEDENCE OF BEST PRICE:

In determining the best price, the Authority reserves the right to consider the bids in the following order of precedence:

- A. Firm fixed price or charge;
- B. Base price or charge plus escalation specified in Special Conditions, if any;
- C. Base price or charge plus maximum percent or dollar escalation.

In the event that a contract is awarded that includes an escalation provision, the Authority reserves the right to require evidence satisfactory to the Authority which justifies any and all price or charge increases provided under the escalation provision. Such evidence shall be requested in writing within ten (10) working days from receipt of invoices, clearly designating that part of the billing, which reflects the escalated price or charge.

10. PAYMENT:

Payment to Contractor shall be as specified in Special Conditions of this contract.

11. CASH BILLING DISCOUNT:

Cash Billing or percentage discount for payment of invoices within a specified period of time will **not** be considered by CTA in evaluating bids. When determining if it has earned a cash billing discount offered by the contractor, CTA will consider the date of the invoice plus two days for mailing or the date of receipt of the goods or services, whichever is later, and will end on the date the check is mailed in payment of the invoice. If a discount period ends on a Saturday, Sunday or legal holiday, the discount periods will be extended to the next succeeding workday.

12. INVOICES:

Invoices must be sent to the Chicago Transit Authority, Accounting Department, P. O. Box 7565, Chicago, Illinois 60680-7565. Invoices must bear the order number and, if an annual contract, release number as issued. Invoices must not cover more than one order or release number.

13. PRICE REDUCTION:

If the Contractor to whom a contract has been awarded makes a general price reduction effective on or after the date of his bid in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reductions shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For the purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered—(1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall invoice the Authority as such reduced prices, indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the Contract Documents. The Contractor, in addition, shall within ten (10) days of any general price reduction notify the Purchasing Agent of the Chicago Transit Authority of such reduction by letter. Failure to do so may require termination of this contract.

The Contractor, when required by the Purchasing Agent within ten (10) days after the end of the contract period, shall furnish a statement certifying either—(1) that no general price reduction, as defined herein, was made after the date of the bid or offer, or (2) if any such general price reductions were made, that, as provided herein, they were reported to the Purchasing Agent within ten (10) days, and the Authority was billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include, with respect to each price reduction,—(1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

14. DEFAULT:

(a)The Authority may, subject to the provision of Paragraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

- (i) if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
- (ii) if the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such other period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying such failure.

(b)In the event the Authority terminates this contract in whole or in part as provided in Paragraph (a) of this clause, the Authority may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Authority for any excess costs for such similar supplies or services. **Provided:** That the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

(c)The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the Purchasing Agent that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor.

15. DISPUTES:

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of shall be decided after hearing by the Purchasing Agent who shall reduce his decision to writing. This decision shall be final and binding. A copy of the decision shall be communicated to the Contractor as herein provided.

16. EXECUTION:

All business which submit responses or bids and all businesses awarded contracts by the CTA are hereby notified that no contract, modification, amendment, change order or extension, if any, shall be effective, or in any way obligate the CTA, until it has been executed by the CTA signatory duly authorized by the CTA's Regulations, By Laws, and Procedures.

**SPECIAL CONDITIONS
DISADVANTAGED BUSINESS ENTERPRISE COMMITMENT
INVITATION FOR BIDS FOR
CONTRACT WITH MULTIPLE SCOPES OF WORK
B11FT04106R**

I. POLICY AND TERMS

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

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

Disadvantaged Business Enterprise Goal: 10%

Bidders must respond to the DBE requirements of this IFB, as set forth below -- at the time of the Initial IFB Response and at the time of Competitive Bid on Individual CTA Scopes of Work.

C. Initial IFB Response

The Initial IFB Response, Bid submittal to this IFB, must include a written commitment that the bidder will make good faith efforts to meet the DBE participation goal set forth above over the term of the Contract inclusive of all amendments, modifications, options and change orders. The written commitment is to include the names of the proposed DBE participant(s) with a description of the proposed work for each firm.

A bidder who fails to commit in writing to make good faith efforts to meet the DBE participation goal over the term of the Contract inclusive of all amendments, modifications, options and change orders at the time of its Bid submittal pursuant to the IFB shall not be eligible to be awarded the contract.

D. Competitive Bid on Individual CTA Scopes of Work

The selected bidders will also be required to make good faith efforts to meet the DBE goal on each Individual CTA Scope of Work that has a DBE % goal. Therefore, each competitive bid from the successful selected bidders on this IFB submitted in response to an Individual CTA Scope of Work which contains a DBE % goal must include written documentation prepared by the bidder evidencing that sufficient and reasonable good faith efforts have been made to meet the goal.

The bidder can meet this requirement in either of two ways. First, the bidder can meet the DBE % goal, documenting commitments for participation by DBE firms sufficient for this purpose. Good faith efforts commitments for participation by DBE firms shall be expressed as a percentage of the total awarded price for the Individual CTA Scope of Work release on a particular project. If the participation by DBE firms doesn't meet the goal, the bidder may also meet the requirement by documenting adequate good faith efforts to meet the goal as described in 49 C.F.R. Part 26 and as set forth in Section III hereof.

- E. The goal may be met, as further explained in Section II hereof, by the bidder's status as a DBE, by a joint venture with one or more DBEs, by subcontracting a portion of the work to one or more DBEs, by the purchase of materials used in the performance of the contract from one or more DBEs or by any combination of the above or through a showing of good faith efforts as defined in Section III hereof.
- F. The DBE goal good faith efforts requirements shall apply to the total dollar value of this contract, inclusive of all amendments, modifications, options, and change orders. The bidder agrees to make its best effort to include DBE participation in any contract modification work.
- G. The Authority prohibits agreements between a bidder and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders.

II. COUNTING DBE PARTICIPATION TOWARD THE CONTRACT GOAL

The Authority will issue invitations to bid on Individual CTA Scopes of Work to the selected bidders from the Initial IFB Response. When such invitations to bid include a DBE % goal, bidders must demonstrate good faith efforts to meet that goal or the bidder will not be responsive and cannot be awarded the work.

The inclusion of any DBE by the bidder in its bid to undertake a specific scope of work for the Authority shall not conclusively establish the bidder's eligibility for full DBE credit for the firm's participation in the contract. The amount of DBE participation credit shall be based upon an analysis by the General Manager, DBE Program, of the specific duties which will be performed by the DBE.

The bidder may count toward its DBE goal only expenditures to firms which are currently certified by the IL UCP and which perform a commercially useful function on the scope of work identified in the release. A firm is considered to perform a commercially useful function when it is responsible for the performance of a distinct element of the work and carries out its responsibilities by actually performing, managing and supervising the work involved.

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

Once a DBE is determined to be eligible in accordance with the above-mentioned rules, DBE participation shall be counted toward the DBE goal in the contract as follows:

- A. The total dollar value of the contract awarded to the DBE may be counted toward the DBE goal except as follows.
- B. A bidder may count toward its DBE goal that portion of the total dollar value of an individual scope of work with an eligible joint venture equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces.

The General Manager, DBE Program, will evaluate the joint venture agreement submitted on behalf of the proposed joint venture and all related documents to determine whether these DBE requirements have been satisfied. In addition, the General Manager, DBE Program, will consider the record of the joint venturers as joint venturers on other Authority contracts, if any.

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

- C. Consistent with normal industry practices, a DBE may enter into subcontracts. If a DBE subcontracts more than thirty percent (30%) or a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function. Evidence may be presented by the bidder involved to rebut this presumption.
- D. When a DBE subcontracts a part of the work under the individual scope of work to another firm, the value of the subcontracted work may only be counted towards the DBE goal if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count towards the DBE goal.
- E. The bidder may count one-hundred percent (100%) of its expenditures for materials and supplies required under the individual scope of work and which are obtained from a DBE manufacturer towards the DBE goal. The bidder may count sixty percent (60%) of its expenditures for material and supplies under the contract obtained from a DBE regular dealer towards its DBE goal. The terms "manufacturer" and "regular dealer" are defined in 49 C.F.R. Part 26.55(e)(1)(ii) and (2)(ii).
- F. The bidder may count towards its DBE goal expenditures to DBEs which are not manufacturers or regular dealers, such as fees or commissions charged for services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies and transportation charges as set forth in 49 C.F.R. Part 26. However, the General Manager, DBE Program, must determine the fee or charge to be reasonable and not excessive as compared with fees or charges customarily allowed for similar services.
- G. The bidder must use good business judgment when negotiating with subcontractors and take a DBE's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using DBE firms is not sufficient reason to fail to meet the DBE goal set forth in the contract, as long as such costs are reasonable.

III. GOOD FAITH EFFORTS

Initial IFB Response

In order to be responsive to this IFB, a bidder must commit in writing at the time of submitting its bid to make good faith efforts to meet the DBE participation goal set forth in this Invitation for Bid over the term of the Contract, including all amendments, options, change orders and modifications. The written commitment is to include the names of the proposed DBE participant(s) with a description of the proposed work for each firm. A bidder who does not make this required commitment will not be eligible for award of the Contract.

Competitive Bid on Individual CTA Scopes of Work

The selected bidders will also be required to make good faith efforts to meet the DBE goal when competitively bidding on each Individual CTA Scope of Work that has a DBE % goal. Therefore, each competitive bid on an Individual CTA Scope of Work that has a DBE % goal must be accompanied by written documentation prepared by the bidder **evidencing that sufficient and reasonable good faith efforts have been made to meet the goal.** These efforts must be active steps, and ones, which could reasonably be expected to lead to sufficient DBE participation to meet the contract DBE participation goal. Mere *pro forma* efforts are not acceptable and will be rejected by the General Manager, DBE Program.

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

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

- A. Attendance at a pre-bid meeting, if any, scheduled by the Authority to inform DBEs of subcontracting opportunities under a given solicitation.
- B. Advertisement in general circulation media, trade association publications, and minority-focus media for at least twenty (20) days before proposals are due. If 20 days are not available, publication for a shorter reasonable time is acceptable.
- C. Written notification to capable DBEs that their interest in the contract is solicited.
- D. Documentation of efforts to negotiate with DBEs for specific sub-contracts including at a minimum:
 - 1. The names, addresses, and telephone numbers of DBEs that were contacted and the date(s) of contact.
 - 2. A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.
 - 3. A statement explaining why additional agreements with DBEs were not reached.
- E. For each DBE the bidder contacted but rejected as unqualified, the reason for the bidder's conclusion.
- F. Documentation of efforts made to assist the DBEs contacted that needed assistance in obtaining bonding or insurance required by the bidder or the Authority.
- G. Documentation of efforts to utilize the services of small business organizations, community and contractor groups to locate qualified DBEs.
- H. Documentation that the bidder has broken out contract work items into economically feasible units in fields where there are available DBE firms to perform the work.
- I. Evidence that adequate information was provided to interested DBEs about the plans, specifications and requirements of the contract, and that such information was communicated in a timely manner.
- J. Documentation of any efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

IV. **GOOD FAITH EFFORTS RECONSIDERATION FOR COMPETITIVE BIDS ON INDIVIDUAL CTA SCOPES OF WORK**

If it is determined that the successful low bidders on Individual CTA Scopes of Work have failed to meet the DBE goal requirements of the contract, the Authority will provide them with **ONE** opportunity for administrative reconsideration, before the Authority awards the contract. This reconsideration will include the following:

- A. The bidder will be permitted to either provide written evidence or to present oral argument at a pre-scheduled time that the documentation it submitted with its bid met the DBE goal and/or showed good faith efforts to do so. **No new evidence of good faith efforts may be presented after the bid submission deadline for the Individual CTA Scope of Work.**
- B. The Authority's Reconsideration Officer will review the evidence presented by the bidder and issue a written determination that the bidder has: 1) met the DBE goal; 2) not met the DBE goal but has made adequate good faith efforts to do so; or 3) has not met the DBE goal and the good faith efforts made were not adequate.
- C. The decision of the Authority's Reconsideration Officer is final and may not be appealed to the Authority, its funding agencies or the USDOT.
- D. The Authority will not award a contract to any bidder who does not meet the contract DBE participation goal or show good faith efforts to meet that goal. Thus, it is essential that all bidders submit **ALL** relevant documentation concerning the DBE goal and/or good faith efforts in the envelope or package containing their sealed bid or upon request from the Authority prior to award of the Bid.

V. **PROCEDURE TO DETERMINE BID COMPLIANCE**

Initial IFB Response

The initial submittal to this IFB must include a signed, written commitment that the bidder will make good faith efforts to meet the DBE participation goal over the term of the Contract inclusive of all amendments, modifications, options and change orders. The written commitment is to include the names of the proposed DBE participant(s) with a description of the proposed work for each firm. Such written commitment must be submitted with the response to this IFB in order for the bidder to be deemed responsive.

Competitive Bid on Individual CTA Scopes of Work

The bidder has been provided with Schedules B, C and D with this IFB document. The bidder will be required to submit completed Schedules B, and/or C and D with each bid submitted on each Individual CTA Scope of Work that has a DBE % goal as follows:

The bidder must complete and sign Schedules B and/or D to the Contract documents. Schedule C **MUST** be completed and signed by the DBE(s). All three Schedules **MUST** be submitted at the same time as the submittal of a bid on each Individual CTA Scope of Work that has a DBE % goal. In addition, any documentation evidencing the successful bidder's good faith efforts to meet the contract DBE goal must be submitted concurrently with submission of said Schedules. If the bidder submits a response to an Individual CTA Scope of Work without completed and executed Schedules B, C & D and/or evidence of good faith efforts, if applicable, said bidder will be deemed non-responsive and will be rejected by the Authority.

A. Letters of Certification

1. A copy of each proposed DBE firm's current Letter of Certification from the IL UCP must be submitted with each bid on an Individual CTA Scope of Work that has a CTA DBE % goal. **ALL CERTIFICATIONS BY THE IL UCP MUST BE PRE-CERTIFICATIONS as set forth in 49 CFR Part 26.55. This means that the DBE's certification must be issued by the IL UCP before the date of the bid on the Individual CTA Scope of Work.**
2. All Letters of Certification issued by the IL UCP include a statement of the DBE firm's area of specialization (see Section II COUNTING DBE PARTICIPATION TOWARD THE CONTRACT GOAL). The DBE firm's scope of work set forth on Schedule C must conform to its stated area of specialization. Any DBE request for expansion of its area of specialization to conform with the work described on a Schedule C must be put in writing by the DBE to its IL UCP DBE Host Agency and must be approved prior to the due date of a bid on an Individual CTA Scope of Work.

B. Joint Ventures

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

VI. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

- A. The bidder shall, within five (5) calendar days of release of each scope of work by the Authority, or prior to any work being performed by the DBE subcontractor, execute formal subcontracts or purchase orders with the DBE subcontractors included in the bid. In the event the bidder cannot complete the agreement with one or more DBE subcontractors within this five day period, the bidder must provide a written explanation for the delay and an estimate date by which the written agreement will be completed to the General Manager, DBE Program. These written agreements shall be made available to the General Manager, DBE Program, upon request. All contracts between the bidder and its subcontractors must contain a prompt payment clause as set forth in Section VII herein.
- B. During the term of the contract, the bidder shall submit regular "Status Reports of DBE Subcontract Payments" in a form acceptable to the Authority. The frequency with which these reports are to be submitted, will be determined by the General Manager, DBE Program, but in no event will reports be required less frequently than quarterly. **In the absence of written notice from the General Manager, DBE Program, the bidder's first "Status Report of DBE Subcontract Payments" will be due ninety (90) days after the date of contract award, with additional reports due quarterly thereafter.**

C. In the case of a one-time procurement with either a single or multiple deliveries, a "Status Report of DBE Subcontract Payments," in a form acceptable to the Authority, indicating final DBE payments shall be submitted directly to the General Manager, DBE Program. The information must be submitted prior to or at the same time as the bidder's final invoice to the Authority user department identified in the solicitation. (NOTICE: The original invoices must be submitted directly to the Authority's department identified in the contract documents and the Status Report of DBE Subcontract Payments must be submitted directly to the General Manager, DBE Program.) **Failure to follow these directions may delay final payment.**

D. The mailing address for the General Manager, DBE Program is:

CTA General Manager, DBE Program
567 W. Lake Street
P.O. Box 7562
Chicago, IL 60680-7562.

VII. PROMPT PAYMENT TO SUBCONTRACTORS

- A. The Contractor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed, no later than seven (7) calendar days after the Contractor has received payment from the Authority. All of the Contractor's contracts with its Subcontractors must state that the Subcontractor will receive payment within 5 days of the date that the Contractor has received payment from the Authority.
- B. In addition, all Retainage amounts must be paid by the Contractor to the Subcontractor no later than fourteen (14) calendar days after the Subcontractor has, in the opinion of the VP Construction, satisfactorily completed its portion of the Work. All of the Contractor's contracts with its Subcontractors must state that the Subcontractor will receive payment of Retainage within fourteen (14) calendar days of the date that the Subcontractor has, in the opinion of the VP Construction, satisfactorily completed its portion of the Work.
- C. A delay in or postponement of payment to the Subcontractor requires good cause and prior written approval of the General Manager, Purchasing.
- D. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
- E. The Authority will not pay the Contractor for work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing with the Authority of lien waivers, canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements. Prime Contractors must submit a prompt payment affidavit, (form to be provided by the Authority) which identifies each subcontractor (both DBE and non-DBE) and the date and amount of the last payment to such subcontractor, with every payment request filed with the Authority, except for the first payment request, on every contract with the Authority.
- F. Failure to comply with these prompt payment requirements is a breach of the Contract which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment. In addition, Contractor's failure to promptly pay its Subcontractors is subject to the provisions of 50 ILCS 505/9.

VIII. DBE SUBSTITUTIONS

- A. Arbitrary changes by the bidder of the commitments previously indicated in **Schedule D** are prohibited. No changes may be made by the bidder to the DBE firms listed on Schedule D after submitting a bid on an Individual CTA Scope of Work. However, in the event the Purchasing Agent, after consulting with the DBE Department, determines that a critical DBE subcontractor is non-responsible, the Authority may require that bidder replace the non-responsible DBE subcontractor prior to commencing work under the relevant work order. In that event the bidder must replace the non-responsible DBE subcontractor with a responsible, certified DBE subcontractor or show adequate good faith efforts as set forth Section III hereof, the bidder must submit all information required in subsection C.5 hereof, and must receive the prior written approval of the General Manager, DBE Program for such substitution.
- B. Further, after entering into each approved DBE subcontract, the Contractor shall neither terminate the subcontract for convenience, nor reduce the scope of the work to be performed by the DBE, nor decrease the price to the DBE, without receiving prior written approval of the General Manager, DBE Program. Such approval is required even if the DBE agrees with the change to the DBE's contract desired by the Contractor.
- C. It may become necessary, at times, to substitute a new subcontractor in order to complete the contract work. The substitution procedure to be followed is:
1. The Contractor must immediately notify the General Manager, DBE Program, in writing, of the proposed substitution of subcontractor. The Contractor's notification must include the specific reasons it intends to reduce the scope of or terminate a DBE subcontract; adequate documentation to support the Contractor's proposed action; and a proposed substitute firm to complete the DBE's portion of work.
 2. The following is a non-exclusive list of the types of reasons, which justify substitution: the DBE was found not to be able to perform, or not to be able to perform on time; the DBE's work product was not acceptable; the DBE demands an unreasonable escalation of its price.
 3. The following is a non-exclusive list of the types of reasons which do not justify substitution: a replacement firm has been recruited by the Contractor to perform the same work under more advantageous terms; performance issues by the DBE were disputed and every reasonable effort to have the dispute resolved or mediated has not been taken; the DBE has requested a reasonable price escalation which may be justified due to unforeseen circumstances (e.g., a change in scope of DBE's work).
 4. If the subcontractor to be substituted for the DBE is not a DBE, the Contractor must show adequate good faith efforts as set forth in Section III hereof.
 5. The Contractor's request for approval of a substitution must include the name, address, and principal official of the proposed substitute subcontractor and the dollar value and scope of work of the proposed subcontract. If the new subcontractor is a DBE, all DBE affidavits and documents required by **Schedule C** shall be attached.

6. The Authority will evaluate the submitted documentation and respond within fifteen (15) calendar days to the request for approval of a substitution. The Authority's response may approve the request, seek more information, request an interview to clarify the problem or reject the proposed DBE substitution, with the reasons for the rejection stated in the Authority's response. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Authority will respond as soon as practicable.

7. Actual substitution by the Contractor may not be made prior to the Authority's approval. Once notified of the Authority's approval, the substitute subcontract must be executed within five (5) calendar days, and a copy submitted to the General Manager, DBE Program.

D. The Authority will not approve extra payment for escalated costs incurred by the Contractor when a substitution of subcontractors becomes necessary in order to comply with the DBE requirements of the contract.

IX. NON-COMPLIANCE

A. Failure to comply with the DBE requirements of the contract or failure to use DBEs as stated in the bid on an Individual CTA Scope of Work constitutes a material breach of contract. The General Manager, DBE Program, shall have the discretion to recommend to the Authority's Purchasing Agent that the Purchasing Agent apply suitable sanctions to the Contractor if the Contractor is found to be in non-compliance with the DBE requirements. Such sanctions include, but are not limited to, withholding payment to the Contractor until corrective action is taken; suspension and/or termination of the contract, in whole or in part; and debaring or suspending the Contractor from entering into future contracts with the Authority.

B. The failure by the Contractor to use a DBE subcontractor to the extent the Contractor committed to use said DBE, gives the underutilized DBE specific contract remedies, including the right to damages, the right to resolve the dispute by binding arbitration before an independent arbitrator and the right to recover its reasonable expenses, including attorneys' fees, if the DBE is the prevailing party, as follows:

1. Damages. In the event the Contractor has not complied with the contractual DBE percentage and the change to the contractual DBE usage has not been approved by the Authority, an affected DBE may recover from the Contractor damages suffered by said DBE as a result of being underutilized. This provision is intended for the benefit of any DBE affected by underutilization and grants such entity third party beneficiary rights. Any rights conferred by this provision are non-waivable and take precedence over any conflicting provisions in the agreement between the Contractor and the DBE.

2. Arbitration procedures. If requested by the DBE, the DBE shall have the right to initiate binding arbitration of any dispute concerning damages suffered as a result of being underutilized. A DBE desiring to arbitrate must notify the Contractor in writing to initiate the arbitration process. Unless the affected parties agree to a different schedule in writing, within ten (10) days of receipt by the Contractor of the intent to arbitrate from the DBE, the above-described disputes must be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601. All such arbitrations must be initiated by the DBE filing a demand for arbitration with the AAA; must be conducted by the AAA; and must be held in Chicago, Illinois.

3. Fees. All fees of the arbitrator are the initial responsibility of the DBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorneys' and arbitrator fees, as damages to a prevailing DBE.

4. Entry of judgment. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

C. If the Contractor does not pay any subcontractor listed on a pay request or return a subcontractor's retainage within the time limits required under the prompt payment provision set forth in Section VII hereof, the Contractor must pay the subcontractor an additional amount for interest at the lower of one percent (1%) per month or the highest lawful rate on the outstanding balance, for each month, prorated per diem for any partial month, that the Contractor fails or refuses to pay the subcontractor. All agreements between the Contractor and its subcontractors must provide for interest as set forth herein.

D. The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate.

The Contractor agrees to include this assurance in all subcontracts.

X. **RECORD KEEPING**

The Contractor shall maintain records of all relevant data with respect to the utilization of DBEs and shall retain these records for a period of at least three (3) years after final acceptance of the work. Full access to said records shall be granted to the Authority and its Inspector General, its Federal and/or State funding agencies, the U.S. Department of Justice, the USDOT and any duly authorized representatives thereof. In addition, the Contractor shall, at all times, cooperate with the Authority's Inspector General.

The bidder must also create a bidders list, consisting of information about all subcontractors that submitted a bid or quote. The bidders list will include the name, address, DBE/non-DBE status, age of firm and the appropriate range of annual gross receipts. Failure to submit this information will result in the firm being deemed non-responsible for the contract.

XI. **MINORITY FINANCIAL INSTITUTIONS**

The bidder is encouraged to utilize financial institutions owned and controlled by socially and economically disadvantaged individuals. Use of such institutions may be considered by the Authority as evidence of bidder's willingness to do business with DBEs. Information about such institutions is available on line at <http://www.federalreserve.gov/releases/mob/current/default.htm>.

XII. **DEFINITIONS**

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

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

- B. **"Authority" or "CTA"** means the Chicago Transit Authority.
- C. **"Bid"** includes the following Authority purchasing requests: Invitation for Bids (IFB).
- D. **"Bidder"** includes bidders and contractors. The terms "Bidder" and "Contractor" may be used interchangeably in these Special Conditions.
- E. **"Disadvantaged Business Enterprise" or "DBE"** means a small business certified by the Illinois Unified Certification Program (IL UCP) as a business owned and controlled by socially and economically disadvantaged individuals in accordance with USDOT Regulation 49 CFR, Part 26.
- F. **"Directory"** means the Directory of Certified Disadvantaged Business Enterprises maintained and published by the IL UCP and entitled the "IL UCP DBE Directory." The directory will be available on the Authority's web site. Bidders are responsible for verifying the current certification status of all proposed DBE's.
- G. **"Good Faith Efforts"** means efforts to achieve a DBE contract goal as specified in 49 CFR, Part 26 and Section III hereof.
- H. **"IL UCP"** means the Illinois Unified Certification Program.
- I. **"Joint Venture"** means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Bidders may develop joint venture agreements as an instrument to provide participation by DBEs in contract work. A joint venture seeking to be credited for DBE participation may be formed among DBE firms or between a DBE firm and non-DBE firm.

In order to qualify for credit as a DBE, the DBE must be responsible for a distinct, clearly defined portion of the work and the DBE must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- J. **"Multiple Scopes of Work Contract"** means a contract over a term of years in which the Authority provides individual scopes of work for particular projects to be competitively bid among the qualified bidders with the successful bidder issued a release for the work on such project by the Authority.
- K. **"Purchasing Agent"** means the Authority employee who holds the position of General Manager, Purchasing, or the successor position.
- L. **"Release"** means the agreement by which the selected bidder is obligated by the Authority to complete the scope of work set forth therein. It is anticipated that there will be multiple releases issued under the contract.

M. **"Small Business Concern"** means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto except that a small business concern shall not include any concern or groups of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$22.41 million, or as revised from time to time, over the three (3) previous fiscal years.

N. **"Socially and Economically Disadvantaged Individuals"** means any individual who is a citizen of the United States (or lawfully admitted permanent residents) and who is in the following groups, the members of which are rebuttably presumed to be socially and economically disadvantaged:

1. **"Black Americans"** which includes persons having origins in any of the Black racial groups of Africa;
2. **"Hispanic Americans"** which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
3. **"Native Americans"** which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
4. **"Asian-Pacific Americans"** which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Thailand, Malaysia, Indonesia, Vietnam, Laos, Cambodia (Kampuchea), the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific (Republic of Palau), and the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Jauvlu, Nauru, Federated States of Micronesia or Hong Kong; and
5. **"Subcontinent Asian Americans"** which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka.
6. **Women.**
7. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

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

O. **"USDOT" or "DOT"** refers to the U.S. Department of Transportation.

DBE Assistance Agencies

The following agencies are available to prospective bidders for assistance.

<p>Alliance of Business Leaders & Entrepreneurs (ABLE) 150 N. Michigan Ave., Suite 2800 Chicago, IL 60601 Phone: (312) 624-7733 Fax: (312) 275-7841 Website: www.ablechicago.com Services</p> <ul style="list-style-type: none"> • Business Development 	<p>Black Contractor United (BCU) 400 W. 76th St., Suite 200 Chicago, IL 60620 Phone: (773) 483-4000 Fax: (773) 483-4150 Website: www.blackcontractorsunited.com Services</p> <ul style="list-style-type: none"> • Business Development
<p>Chatham Business Association (CBA) 8441 S. Cottage Grove Ave. Chicago, IL 60619 Phone: (773) 994-5006 Fax: (773) 994-9871 Website: www.cbaworks.org Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance 	<p>Chicago Minority Business Development Council, Inc. (CMBDC) 105 W. Adams Chicago, IL 60603 Phone: (312) 755-8880 Fax: (312) 755-8890 Website: www.cmbdc.org Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance
<p>Chicago Urban League (CUL) 4510 S. Michigan Ave. Chicago, IL 60653 Phone: (773) 285-5800 Fax: (773) 285-7772 Website: www.thechicagourbanleague.org Services</p> <ul style="list-style-type: none"> • Business Development 	<p>Federation of Women Contractors (FWC) 5650 S. Archer Ave. Chicago, IL 60638 Phone: (312) 360-1122 Fax: (312) 360-0239 Website: www.fwcchicago.com Services</p> <ul style="list-style-type: none"> • Business Development
<p>Hispanic-American Construction Industry Association (HACIA) 901 West Jackson Blvd., Suite 205 Chicago, IL 60607 Phone: (312) 666-5910 ext. 22 Fax: (312) 666-5692 Website: www.haciaworks.org Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance 	<p>Illinois Hispanic Chamber of Commerce (IHCC) 855 W. Adams, Suite 100 Chicago, IL 60607 Phone: (312) 425-9500 Fax: (312) 425-9510 Website: www.ihccbussiness.net Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance

DBE Assistance Agencies (Continued)

Philippine American Chamber of Commerce of Greater Chicago (PACCGC) 3413 N. Milwaukee Ave. Chicago, IL 60641 Phone: (773) 545-4330 Fax: (773) 545-4373 Website: www.paccgc.org Services <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance 	Women's Business Development Center (WBDC) 8 S. Michigan Ave., 4 th Floor Chicago, IL 60603 Phone: (312) 853-3477 Fax: (312) 853-0145 Website: www.wbdc.org Services <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance
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Project information and current DBE directory of certified local and out-of-state companies are available.

Chicago Transit Authority Project Information c/o Marina Popovic Purchasing Department 567 W. Lake St. P.O. Box 7560 Chicago, IL 60680-7560 Phone: (312) 681-2400 Fax: (312) 681-2405 E-mail: mpopovic@transitchicago.com	Chicago Transit Authority DBE Directory c/o Gloria M. Camarena Purchasing & Small Business Compliance Department 567 W. Lake St. P.O. Box 7562 Chicago, IL 60680-7562 Phone: (312) 681-2600 Fax: (312) 681-2605 E-mail: gcamarena@transitchicago.com
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Schedule B AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

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

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

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

Phone number of joint venture: _____
- II. **Identify each non-DBE venturer(s):**
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning DBE compliance: _____
- III. **Identify each DBE venturer(s):**
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning DBE compliance: _____
- IV. **Describe the role(s) of the DBE venturer(s) in the joint venture:**

- V. **Attach a copy of the joint venture agreement.** In order to demonstrate the DBE venturer's share in the ownership, control management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the DBE's own forces, (3) work items to be performed under the supervision of the DBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the DBE to be dedicated to the performance of the project.
- VI. **Attach a copy of the current IL UCP Letter of Certification for each DBE joint venturer.**
- VII. **Ownership of the Joint Venture:**
A. What is the percentage(s) of DBE ownership in the joint venture?

DBE ownership percentage(s): _____
Non-DBE ownership percentage(s): _____

Schedule B
AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

VII. Ownership of the Joint Venture (continued):

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

1. Sharing of profit and loss: _____

2. Capital contributions:

(a) Dollar amounts of initial contribution: _____

(b) Dollar amounts of anticipated on-going contributions: _____

3. Contributions of equipment (specify types, quality and quantities of equipment to be provided by each venturer):

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

5. Provide copies of all written agreements between venturers concerning this project.

6. Identify each current Chicago Transit Authority contract and each contract completed during the past two (2) years by either of the joint venture partners participating in this joint venture:

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

A. Joint venture check signing:

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

Schedule B
AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

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

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

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

1. Supervision of field operations:

2. Major purchases:

3. Estimating:

4. Engineering:

IX. Financial Controls of Joint Venture:

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

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

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

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

[illegible]

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

- A. Are **any** proposed joint venture employees currently employed by either venturer? _____
 Employed by non-DBE (number): _____ Employed by DBE: _____
- B. Identify by name and firm the individual who will be responsible for joint venture hiring: _____

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

Schedule B
AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

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

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

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

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

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

(Name of Joint Venture)

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

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

Signature of Notary Public

My Commission Expires: _____

SEAL

Schedule C:
LETTER OF INTENT FROM DBE TO PERFORM AS
SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT
Bidder's or Proposer's failure to submit both pages of this form
with its bid will result in the bid being rejected in its entirety

Requisition No.: _____

From: _____
(Name of DBE Firm)

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

[illegible]

Multi-Phase Project(s). For those projects that are multi-phase, please indicate the phase in which the DBE will be performing work: _____

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

Sub-Contracting Levels

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

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

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

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

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

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

Name/Title (Print)

Date

Phone

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

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

Name/Title (Print)

Date

Phone

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

(Name of DBE company)

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

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

Signature of Notary Public

My Commission Expires: _____

SEAL

Schedule D: DBE UTILIZATION PLAN

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

Name of Project/Contract: _____

Requisition No.: _____

Job Order No.: _____

State of _____

County (City) of _____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

_____ and duly authorized representative of
(Title of Affiant)

(Name of Prime Contractor)

and that I have personally reviewed the material and facts set forth in and submitted with the attached Disadvantaged Business Enterprises (DBE) Schedules for each DBE. Listed below is/are the agreement(s) that correspond(s) with the Schedule C submitted by **each** DBE and **listed separately** for **each** DBE participating on the above mentioned contract:

[illegible]

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

**Schedule D:
AFFIDAVIT OF PRIME CONTRACTOR**

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

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

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

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

(Name - Please Print or Type)

(Phone)

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

(Name of Prime Contractor - Print or Type)

(Signature)

(Name and Title of Affiant - Print or Type)

(Date)

On this _____ day of _____, 20____, the

(Title of Affiant)

(Name of Company)

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

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

Signature of Notary Public

My Commission Expires: _____

SEAL

NAME OF PRIME BIDDER

BIDDERS LIST

BID NO. _____

DATE: _____

JOB ORDER NO. _____

BID DUE DATE: _____

BUS. PHONE NO. _____

ADDRESS: _____

CITY: _____

STATE: _____

CONTACT PERSON: _____

As the prime bidder, listed below is the information about (Name of Firm) _____ that is requested by the Authority.

Also, included on the following list are all firms who responded to a solicitation by submitting a bid or quote as a subcontractor. Furthermore, included on the list are all firms who submitted a bid or quote on their own. Under gross receipt column list range using the following: Under \$500,000, \$500,000-\$1,000,000, \$1,000,000-\$2,000,000, \$2,000,000-\$2,500,000, \$2,500,000-\$3,000,000, \$3,000,000-\$3,500,000, \$3,500,000-\$4,000,000, over \$4,000,000.

FIRM NAME	FIRM ADDRESS	DBE OR NON-DBE	AGE OF FIRM	GROSS RECEIPT RANGE

STANDARD GOVERNMENT REQUIREMENTS FOR MATERIAL AND EQUIPMENT PURCHASES

This contract is subject to financial assistance contracts between the U.S. Department of Transportation (DOT), Federal Transit Administration (FTA), the State of Illinois Department of Transportation (IDOT), Division of Public Transportation (DPT), and the Chicago Transit Authority (CTA).

The following clauses shall be included as part of the specification for the proposed contract and for each of its related subcontracts.

- A. CONTRACT CHANGES.** "Any proposed change in this contract shall be submitted to the Chicago Transit Authority for its prior written approval."
- B. INTEREST OF MEMBERS OF CONGRESS.** No members of, or delegate to, the Illinois General Assembly or the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.
- C. PROHIBITED INTERESTS.** "No member, or officer, or employee of Chicago Transit Authority or a local public body with financial interest or control in this contract during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."
- D. INELIGIBLE CONTRACTORS.** Contractors are required to certify that they ARE NOT included on the U.S. Comptroller General's Consolidated List of persons or firms currently debarred for violations of various Public Contracts incorporating labor standards provisions.
- E. NONDISCRIMINATION.** "In connection with the execution of this contract, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry or handicap. The contractor shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin, ancestry or handicap. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship."
- F. ILLINOIS HUMAN RIGHTS ACT - Equal Employment Opportunity.** During the performance of this contract, the contractor agrees as follows.
 - 1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are under utilized and will take appropriate affirmative action to rectify any such underutilization.
 - 2. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - 3. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - 4. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations."
- G. ENVIRONMENTAL AND ENERGY PROTECTION AND CONSERVATION REQUIREMENTS.** All facilities and equipment will meet the criteria for air and water pollution control and energy conservation as follows:

"All facilities and equipment acquired, constructed, reconstructed, or improved using FTA and DPT grant funds, shall be designed and equipped to prevent or control air and water pollution in accordance with criteria issued by the Department of Health, Education and Welfare. However, in those locations where State or local air and water pollution regulations are in force, the more restrictive criteria shall govern."

"All contractors and suppliers must submit evidence to CTA that the governing air and water pollution criteria will be met. This evidence and related documents will be retained by the sponsor for on site examination by FTA and DPT representatives."

"All contractors and suppliers shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321 et seq.)."

- H. SPECIFIC MATERIALS AND/ OR SPECIFIC EQUIPMENT.** Wherever in these Specification an article, equipment or material is defined by describing a proprietary product or by using the name of a manufacturer or vendor or trade name including catalogue numbers and/ or part numbers and/ or drawing numbers, the term "or equal" if not inserted shall be implied. The specific article, equipment or material mentioned shall be understood as establishing the type, function and minimum standard of design, efficiency, quality and performance desired and shall not be construed in such a manner as to exclude manufacturer's products or comparable design, efficiency, quality and performance. CTA engineers shall decide whether or not the article, equipment or material proposed by the bidder or contractor is equal to that specified in the Specification.
- I. TERMINATION OF CONTRACT.** Chicago Transit Authority reserves the right to terminate this contract at any time after date of contract, with or without cause, by giving the contractor, in writing, a notice of termination. The notice shall be mailed certified to the contractor at his business address, and the effective date of termination shall be the date of receipt of the notice as shown on the certified mail return receipt. The Chicago Transit Authority shall pay the contractor for the sums then due for acceptable services performed in accordance with this contract and costs incurred in connection therewith up to the termination date.
- J. CARGO PREFERENCE – USE OF UNITED STATES-FLAG VESSELS.** The contractor agrees:
1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
 2. To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above to the Grantee (through the prime contractor in the case of subcontractor bill-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 20590, marked with appropriate identification of the Project.
- K. PATENT RIGHTS**
1. Contractors may reserve a revocable, nonexclusive, royalty-free license in each patent application filed in any country or each invention subject to this clause and resulting patent in which the government acquires title. The license shall extend to the third-party contractor's domestic subsidiaries and affiliates, if any, within the corporate structure of which the third-party contractor is a part and shall include the right to grant sublicenses of the same scope to the extent the third-party contractor was legally obligated to do so at the time the contract was awarded. The license shall be transferable only with approval of FTA except when transferred to the successor of that part of the third party contractor's business to which the invention pertains.
 2. The third-party contractor's nonexclusive domestic license retained pursuant to paragraph (1) of this clause may be revoked or modified by FTA to the extent necessary to achieve expeditious practical application of the subject invention under 41 C.F.R. 101-4. 103-3 pursuant to an application for exclusive license submitted in accordance with 41 C.F.R. 101-4. 104-3. This license shall not be revoked in that field of use and/or the geographical areas in which the third-party contractor has brought the invention to the point of practical application and continues to make the benefits of the invention reasonably accessible to the public. The third-party contractor's nonexclusive license in any foreign country reserved pursuant to paragraph (1) of this clause may be revoked or modified at the discretion of FTA to the extent the third-party contractor or his domestic subsidiaries or affiliates have failed to achieve the practical application of the invention in that foreign country.
 3. Before modification or revocation of the license, pursuant to paragraph (2) of this clause, FTA shall furnish the third-party contractor a written notice of its intention to modify or revoke the license and the third-party contractor shall be allowed 30 days (or such longer period as may be authorized by FTA for good cause shown in writing by the third-party contractor) after the notice to show cause why the license should not be modified or revoked. The third-party contractor shall have the right to appeal, in accordance with procedures prescribed by FTA any decision concerning the modification or revocation of his license.

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS

In addition to the Standard Government Requirements for Material and Equipment Purchases, the Contractor is also required to comply with the following clauses required by the U.S. Department of Transportation Federal Transit Administration as applicable.

1. **Seismic Safety Requirements** – The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.
2. **Recycled Products** – The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
3. **No Obligation by the Federal Government** – The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Contractor, or any other party pertaining to any matter resulting from the underlying contract.
4. **Privacy Act** – The following requirements apply to a Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract.
 - A) The Contractor agrees to comply with, and assure the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC subsection 552a. The Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of the Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
 - B) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with FTA funding.
5. **Access to Records and Reports** – The following access to records requirement apply to this Contract.
 - A) The Contractor agrees to provide the Authority, the FTA Administrator, the Comptroller General of the United States or any other authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examination, excerpts and transcriptions. Contractor also agrees, pursuant to 49C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives access to Contractor's records and construction sites pertaining to a major capital project, defined at 49U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49U.S.C. 5307, 5309, or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
 - B) For any contract for a capital project or improvement entered into which was not the result of competitive bidding, the Contractor shall make available records related to the Contract to the Authority, the FTA and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
 - C) The Contractor agrees to permit the authorized representatives to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonable needed.

D) The Contractor agrees to maintain all books, records, accounts and reports required under this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same under the Authority, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

6. **Fraud and False or Fraudulent Statements or Related Acts** – The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. subsection 3801 et seq and U.S. Department of Transportation and FTA regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to this Contract.

By submitting a proposal and execution of the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it may make, or causes to be made, pertaining to the Contract Documents. In addition to other penalties that may be applicable the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor. The Contractor also acknowledges that it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. subsection 5307, the Government reserves the right to impose the penalties of 18 U.S.C. subsection 5307, the Government reserves the right to impose the penalties of 18 U.S.C. subsection 1001 and 49 U.S.C. subsection 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above language in each subcontract without modification, except to identify the subcontractor who will be subject to the provisions.

7. **Incorporation of Federal Transit Administration (FTA) Terms** – The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the latest revision of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests which would cause the Authority to be in violation of the FTA terms and conditions.
8. **Clean Air** – (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. (7401 et seq.). The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA
9. **Federal Changes** – Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (4) dated October 1, 1997) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CHICAGO TRANSIT AUTHORITY IS A RECIPIENT OF FUNDS FROM THE FEDERAL TRANSPORTATION ADMINISTRATION (FTA) AND IS REQUIRED TO ADHERE TO THE BUY AMERICA REQUIREMENTS SET FORTH BELOW. CTA **CANNOT** CONSIDER A BID THAT DOES NOT INCLUDE AN EXECUTED BUY AMERICA CERTIFICATE.

49 CFR PART 661
BUY AMERICA REQUIREMENTS
SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982, AS AMENDED

§661.1 Applicability

Unless otherwise noted, this part applies to all federally assisted procurements using funds authorized by the Urban Mass Transportation Act of 1964 as amended; 23 U.S.C. 103(e)(4); and section 14 of the National Capital Transportation Act of 1969, as amended.

§661.3 Definitions

ACT means the Surface Transportation Assistance Act of 1982 (Pub. L. 97-424) as amended by section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Pub. L. 100-17).

ADMINISTRATOR means the Administrator of FTA, or designee.

FTA means the Federal Transportation Administration.

GRANTEE means any entity that is a recipient of FTA funds.

MANUFACTURED PRODUCT means an item produced as a result of a manufacturing process.

MANUFACTURING PROCESS means the application of processes to alter the form or function of materials or elements of the product in a manner adding value and transforming those materials or elements so that they represent a new end product functionally different from that which would result from mere assembly of the elements or materials.

ROLLING STOCK means transit vehicles such as buses, vans, cars, railcars, trolley cars and buses, and ferry boats, as well as vehicles used for support services.

STURRA means the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Pub. L. No. 100-17).

UNITED STATES means the several States, the Commonwealth of Puerto Rico, the District of Columbia, Guam, American Samoa, the Virgin Islands, and the Commonwealth of the Northern Mariana Islands.

§661.5 General Requirements for steel and manufactured products

- (a) Except as provided in §661.7 and §661.11 of this part, no funds may be obligated by FTA for a grantee project unless all steel and manufactured products used in the project are produced in the United States.
- (b) All steel manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.
- (c) The steel requirements apply to all steel items including, but not limited to, structural steel, running rail and contact rail.
- (d) For a manufactured product to be considered produced in the United States:
 - (1) All of the manufacturing processes for the product must take place in the United States; and
 - (2) All items or materials used in the product must be of United States origin.

- §661.6 Certification requirements for procurement of steel or manufactured products
If steel or manufactured products (as defined in §661.3 and §661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder in accordance with the requirements contained in §661.13(b) of this part.

CERTIFICATE OF COMPLIANCE WITH SECTION 165(a)

The bidder hereby certifies that it will comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR part 661.

Date _____

Signature _____

Company Name _____

Title _____

CERTIFICATE OF NON-COMPLIANCE WITH SECTION 165(a)

The bidder hereby certifies that it cannot comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirements pursuant to section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982 and regulations in 49 CFR part 661.7.

Date _____

Signature _____

Company Name _____

Title _____

§661.7 Waivers

- (a) Section 165(b) of the Act provides that the general requirements of section 165(a) shall not apply in four specific instances. This section sets out the condition for the three statutory waivers based on public interest, non-availability, and price-differential. Section 661.11 of this part sets out the conditions for the fourth statutory waiver governing the procurement of rolling stock and associated equipment.
- (b) Under the provisions of section 165(b)(1) of the Act, the Administrator may waive the general requirements of section 165(a) if the Administrator finds that their application would be inconsistent with the public interest. In determining whether the conditions exist to grant this public interest waiver, the Administrator will consider all appropriate factors on a case-by-case basis, unless a general exception is specifically set out in this part.
- (c) Under the provision of section 165(b)(2) of the Act, the Administrator may waive the general requirements of section 165(a) if the Administrator finds that the materials for which a waiver is requested are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
 - (1) It will be presumed that the conditions exist to grant this non-availability waiver if no responsive and responsible bid is received offering an item produced in the United States.
 - (2) In the case of a sole source procurement, the Administrator will grant this non-availability waiver only if the grantee provides sufficient information which indicates that the item to be procured is only available from a single source or that the item to be procured is not produced in sufficient and reasonably available quantities of a satisfactory quality in the United States.

- (d) Under the provision of section 165(b)(4) of the Act, the Administrator may waive the general requirements of section 165(a) if the Administrator finds that the inclusion of a domestic item or domestic material will increase the cost of the contract between the grantee and its supplier of that item or material by more than 25 percent. The Administrator will grant this price-differential waiver if the amount of the lowest responsive and responsible bid offering the item or material that is not produced in the United States multiplied by 1.25 is less than the amount of the lowest responsive and responsible bid offering the item or material produced in the United States.
- (e) The four statutory waivers of section 165(b) of the Act as set out in this part shall be treated as being separate and distinct from each other.
- (f) The waivers described in paragraph (b) and (c) of this section may be granted for a component or subcomponent in the case of the procurement of the items governed by section 165(b)(3) of the Act (requirements for rolling stock). If a waiver is granted for a component or a subcomponent, that component or subcomponent will be considered to be of domestic origin for the purposes of §661.11 of this part.
- (g) The waivers described in paragraphs (b) and (c) of this section may be granted for a specific item or material that is used in the production of a manufactured product that is governed by the requirements of §661.5(d) of this part. If such a waiver is granted to such a specific item or material, that item or material will be treated as being of domestic origin.

§661.9 Application for Waivers

- (a) This section sets out the application procedures for obtaining all waivers, except those general exceptions set forth in this part for which individual applications are unnecessary and those covered by section 165(b)(3) of the Act. The procedures for obtaining an exception covered by section 165(b)(3) are set forth in §661.11 of this part.
- (b) A bidder who seeks to establish grounds for an exception must seek the exception, in a timely manner, through the grantee.
- (c) Except as provided in paragraph (d) of this section, only grantee may request a waiver. The request must be in writing, include facts and justification to support the waiver, and be submitted to the Administrator through the appropriate Regional Office.
- (d) FTA will consider a request for a waiver from a potential bidder or supplier only if the waiver is being sought under §661.7(f) or (g) of this part.
- (e) The Administrator will issue a written determination setting forth the reasons for granting or denying the exception request. Each request for an exception, and FTA's action on the request, are available for public inspection under the provisions of 49 CFR part 601, subpart C.

§661.10 Determination of qualification under section 337(a)(2)(B) of the STURAA

- (a) A supplier or contractor that qualifies under the provisions of section 337(a)(2)(B) because it had supplied an item that complied with the provisions of section 165(b)(3) of the Surface Transportation Assistance Act of 1982 or under section 401 of the Surface Transportation Assistance Act of 1978 must certify to this qualification when its bid or offer is submitted. Such certification must accompany the certification set forth in §661.12 of this part.
- (b) A supplier or contractor that qualifies as a successor in interest or assignee under the provisions of section 337(a)(2)(B) of the STURAA is one to which has been transferred the substantial assets, such as contracts and work in progress, designs and technology, and manufacturing plants and staff, or a previously existing company. The mere acquisition of an established trade name by an existing business enterprise does not qualify as a successor in interest. A supplier or contractor adoption of a new corporate name while maintaining continuity in ownership and assets qualifies the supplier or contractor as a successor in interest.

- (c) Any supplier or contractor wishing to claim that it is a successor in interest or assignee under the provisions of paragraph (b) of this section must provide FTA with sufficient documentation to support its claim. If FTA determines that a supplier or contractor does qualify as a successor in interest or assignee, FTA will publish notice of this determination in the Federal Register.

§661.11 Rolling Stock procurement

- (a) The provisions of §661.5 of this part do not apply to the procurement of buses and other rolling stock (including train control, communication, and traction power equipment), if the cost of components which are produced in the United States is more than 50 percent of the cost of all of the components and final assembly takes place in the United States.
- (b) Except as provided in paragraph(c) of this section, the domestic content requirement is 55% for contracts entered in to after October 1, 1989, and 60% for contracts entered into after October 1, 1991.
- (c) The domestic content requirement will be 60% for contracts entered into after April 1, 1992, with any supplier or contractor or any successor in interest or assignee, as determined under the provisions of §661.10 of this part, which complied with the requirements of section 165(b)(3) of the Surface Transportation Assistance Act of 1982 or section 401 of the Surface Transportation Assistance Act of 1978 before April 2, 1987.
- (d) The increased domestic content requirements in paragraph (b) and (c) of this section also apply to the domestic content requirements for the components set forth in paragraphs (i), (k), and (n) of this section.
- (e) A component is any article, material, or supply, whether manufactured or unmanufactured, that is directly incorporated into an end product at the final assembly location.
- (f) A component may be manufactured at the final assembly location if the manufacturing process to produce the component is a separate and distinct activity from the final assembly of the end product.
- (g) A component is considered to be manufactured if there are sufficient activities taking place to advance the value or improve the condition of the subcomponents of that component; that is, if the subcomponents have been substantially transformed or merged into a new and functionally different article.
- (h) Except as provided in paragraph (m) of this section, a subcomponent is any article, material, or supply, whether manufactured or unmanufactured, that is one step removed from a component (as defined in paragraph (e) of this section) in the manufacturing process and that is incorporated directly into a component.
- (i) For a component to be of domestic origin more than 50 percent of the subcomponents of that component, by cost, must be of domestic origin and the manufacture of the component must take place in the United States. If, under the terms of this part, a component is determined to be of domestic origin, its entire cost may be utilized in calculating the cost of domestic content of an end product.
- (j) A subcomponent is of domestic origin if it is manufactured in the United States.
- (k) If a subcomponent manufactured in the United States is exported for inclusion in a component that is manufactured outside the United States and it receives tariff exemptions under the procedures set forth in 19 CFR 10.11-10.24, the subcomponent retains its domestic identity and can be included in the calculation of the domestic content of an end product even if such a subcomponent represents less than 50% of the cost of a particular component.

- (l) If a subcomponent manufactured in the United States is exported for inclusion in a component manufactured outside the United States and it does not receive tariff exemption under the procedures set forth in 19 CFR 10.11-10.24, the subcomponent loses its domestic identity and cannot be included in the calculation.
- (m) Raw materials produced in the United States and then exported for incorporation into a component are not considered to be a subcomponent for the purposes of calculating domestic content. The value of such raw materials is to be included in the cost of the foreign component.
- (n) If a component is manufactured in the United States but contains less than 50% domestic subcomponents, by cost, the cost of the domestic subcomponents and the cost of manufacturing the component may be included in the calculation of the domestic content of the end product.
- (o) For the purposes of this section, except as provided in paragraph (q) of this section:
 - (1) The cost of a component or a subcomponent is the price that a bidder or offeror must pay to a subcontractor or supplier for that component or subcomponent. Transportation costs to the final assembly location must be included in calculating the cost of a component. Applicable duties must be included in determining the cost of foreign components and subcomponents.
 - (2) If a component or subcomponent is manufactured by the bidder or offeror, the cost of the component is the cost of labor and materials incorporated into the component or subcomponent, an allowance for profit, and the administrative and overhead costs attributable to that component or subcomponent under normal accounting principles.
- (p) The cost component of foreign origin is set at the time the bidder or offeror executes the appropriate Buy America certificate.
- (q) The cost of a subcomponent which retains its domestic identity consistent with paragraph (1) of this section shall be the cost of the subcomponent when last purchased, f.o.b. United States port of exportation or point of border crossing, as set out in the invoice and entry papers, or, if no purchase was made, the value of the subcomponent at the time of its shipment for exportation, f.o.b. United States port of exportation or point of border crossing, as set out in the invoice and entry papers.
- (r) In accordance with section 165(c) of the Act, labor costs involved in final assembly shall not be included in calculating component costs.
- (s) The actual cost, not the bid prices, of a component is to be considered in calculating domestic content.
- (t) Final assembly is the creation of the end product from individual elements brought together for that purpose through application of manufacturing processes. If a system is being procured as the end product by the grantee, the installation of the system qualifies as final assembly.
- (u) An end product means any item subject to section 165(b)(3) of the Act, that is to be acquired by the grantee, as specified in the overall project contract.
- (v) Train control equipment includes, but is not limited to, the following equipment:
 - (1) Mimic board in central control
 - (2) Dispatchers console
 - (3) Local control panels
 - (4) Station (way side) control relay cabinets
 - (5) Terminal dispatcher machines
 - (6) Cable/ cable trays
 - (7) Switch machines
 - (8) Way side signals
 - (9) Impedance bonds

- (10) Relay rack bungalows
 - (11) Central computer control
 - (12) Brake equipment
 - (13) Brake systems
- (w) Communications equipment includes, but is not limited to, the following equipment:
- (1) Radios
 - (2) Space station transmitter and receivers
 - (3) Vehicular and hand-held radios
 - (4) PABX telephone switching equipment
 - (5) PABX telephone instruments
 - (6) Public address amplifiers
 - (7) Public address speakers
 - (8) Cable transmission system cable
 - (9) Cable transmission system multiplex equipment
 - (10) Communication console at central control
 - (11) Uninterruptible power supply inverters/ rectifiers
 - (12) Uninterruptible power supply batteries
 - (13) Data transmission system central processors
 - (14) Data transmission system remote terminals
 - (15) Line printers for data transmission system
 - (16) Communication systems monitor test panel
 - (17) Security console at central control
- (x) Traction power equipment includes, but is not limited to, the following:
- (1) Primary AC switch gear
 - (2) Primary AC transformers (rectifier)
 - (3) DC switch gear
 - (4) Traction power console and CRT display system at central control
 - (5) Bus ducts with buses (AC and DC)
 - (6) Batteries
 - (7) Traction power rectifier assemblies
 - (8) Distribution panels (AC and DC)
 - (9) Facility step-down transformers
 - (10) Motor control centers (facility use only)
 - (11) Battery Chargers
 - (12) Supervisory control panel
 - (13) Annunciator panels
 - (14) Low voltage facility distribution switch board
 - (15) DC connect switches
 - (16) Negative bus boxes
 - (17) Power rail insulators
 - (18) Power cables (AC and DC)
 - (19) Cable trays
 - (20) Instrumentation for traction power equipment
 - (21) Connectors, tensioners, and insulators for overhead power wire systems
 - (22) Negative drainage boards
 - (23) Inverters
 - (24) Traction motors
 - (25) Propulsion gear boxes
 - (26) Third rail pick-up equipment
 - (27) Pantographs
- (y) The power or third rail is not considered traction power equipment and is thus subject to the requirements of section 165(a) of the Act and the requirements of §661.5 of this part.

- (z) A bidder on a contract for an item covered by section 165(b)(3) of the Act who will comply with section 165(b)(3) and regulations in this section is not required to follow the application for waiver procedures set out in §661.9 of this part. In lieu of these procedures, the bidder must submit the appropriate certificate required by §661.12 of this part.

Appendix A to §661.11 – General Waivers

- (a) The provisions of §661.11 of this part do not apply when foreign-sourced spare parts for buses and other rolling stock (including train control, communication, and traction power equipment) whose total cost is 10 percent or less of the overall project contract cost are being procured as part of the same contract for the major capital item.

Appendix B to §661.11 – Typical Components of Buses

The following is a list of items that typically would be considered components of a bus. This list is not all-inclusive.

Engines, transmissions, front axle assemblies, rear axle assemblies, drive shaft assemblies, front suspension assemblies, rear suspension assemblies, air compressor and pneumatic systems, generator/ alternator and electrical systems, steering system assemblies, front and rear air brake assemblies, air conditioning compressor assemblies, air conditioning evaporator/ condenser assemblies, heating systems, passenger seats, driver's seat assemblies, window assemblies, entrance and exit door assemblies, door control systems, destination sign assemblies, interior lighting assemblies, front and rear end cap assemblies, front and rear bumper assemblies, specialty steel (structural steel tubing, etc.), aluminum extrusions, aluminum, steel or fiberglass exterior panels, and interior trim, flooring, and floor coverings.

Appendix C to §661.11 – Typical Components of Rail Rolling Stock

The following is a list of items that typically would be considered components of rail rolling stock. This list is not all-inclusive.

Car shells, main transformer, pantographs, traction motors, propulsion gear boxes, interior linings, acceleration and braking resistors, propulsion controls, low voltage auxiliary power supplies air conditioning equipment, air brakes compressors, brake controls, foundation brake equipment, articulation assemblies, train control system, window assemblies, communication equipment, lighting, seating, door actuators and controls, couplers and draft gear, trucks, journal bearings, axles, diagnostic equipment, and third rail pick-up equipment.

- §661.12 Certification requirements for procurement of buses, other rolling stock and associated equipment
If buses or other rolling stock (including train control, communication, and traction power equipment) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder in accordance with the requirement contained in §661.13(b) of this part.

CERTIFICATE OF COMPLIANCE WITH SECTION 165(b)(3)

The bidder hereby certifies that it will comply with requirements of section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11

Date_____

Signature_____

Company Name_____

Title_____

CERTIFICATE OF NON-COMPLIANCE WITH SECTION 165(b)(3)

The bidder hereby certifies that it cannot comply with the requirements of section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirement consistent with section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

§661.11 Grantee responsibility

- (a) The grantee shall adhere to the Buy America clause set forth in its grant contract with FTA.
- (b) The grantees shall include in its bid specification for procurement within the scope of these regulations an appropriate notice of the Buy America provision. Such specifications shall require as a condition of responsiveness, that the bidder or offeror submit with the bid a completed Buy America certificate in accordance with §661.6 or §661.12 of this part, as appropriate.
- (c) Whether or not a bidder or offeror certifies that it will comply with the applicable requirement, such bidder or offeror is bound by its original certification and is not permitted to change its certification after bid opening. A bidder or offeror that certifies that it will comply with the applicable Buy America requirements is not eligible for a waiver of those requirements.

§661.14 Investigation procedures

- (a) It is presumed that a bidder who has submitted the required Buy America certificate is complying with the Buy America provision. A false certification is a criminal act in violation of 18 U.S.C. 1001.
- (b) Any party may petition FTA to investigate the compliance of a successful bidder with the bidder's certification. That party ("the petitioner") must include in the petition a statement of the grounds of the petition and any supporting documentation. If FTA determines that the information presented in the petition indicates that the presumption in paragraph (a) of this section has been overcome, FTA will initiate an investigation.
- (c) In appropriate circumstances, FTA may determine on its own to initiate an investigation without receiving a petition from a third party.
- (d) When FTA determines under paragraph (b) or (c) of this section to conduct an investigation, it requests that the grantee require the successful bidder to document its compliance with its Buy America certificate. The successful bidder has the burden of proof to establish that it is in compliance. Documentation of compliance is based on specific circumstances of each investigation, and FTA will specify the documentation required in each case.
- (e) The grantee shall reply to the request under paragraph (d) of this section within 15 working days of the request. The investigated party may correspond directly with FTA during the course of investigation if it informs the grantee that it intends to do so, and if the grantee agrees to such action in writing. The grantee must inform FTA, in writing, that the investigated party will respond directly to FTA. An investigated party may provide confidential or proprietary information (see paragraph (1) of this section) directly to FTA while providing other information required to be submitted as part of the investigation through the grantee.
- (f) Any additional information requested by FTA must be submitted within 5 working days after the receipt of such request unless specifically exempted by FTA.

- (g) The grantee's reply (or that of the bidder) will be transmitted to the petitioner. The petitioner may submit comments on the reply to FTA within 10 working days after receipt of the reply. The grantee and the low bidder will be furnished with a copy of the petitioner's comments, and their comments must be received by FTA within 5 working days after receipt of the petitioner's comments.
- (h) The failure of a party to comply with the time limits stated in this section may result in resolution of the investigation without consideration of untimely filed comments.
- (i) During the course of an investigation, with appropriate notification to affected parties, FTA may conduct site visits of manufacturing facilities and final assembly locations as it considers appropriate.
- (j) FTA will, upon request, make available to any interested party information bearing on the substance of the investigation which has been submitted by the petitioner, interested parties or grantees, except to the extent that withholding of information is permitted or required by law or regulations.
- (k) If a party submitting information considers that the information submitted contains proprietary material which should be withheld, a statement advising FTA of this fact may be included, and the alleged proprietary information must be identified wherever it appears. Any comments on the information provided shall be submitted within a maximum of ten days.
- (l) For purposes of paragraph (j) of this section, confidential or proprietary material is any material or data whose disclosure could reasonably be expected to cause substantial competitive harm to the party claiming that the material is confidential or proprietary.
- (m) When a petition for investigation has been filed before award, the grantee will not make an award before resolution of the investigation, unless the grantee determines that:
 - (1) The items to be procured are urgently required;
 - (2) Delivery or performance will be unduly delayed by failure to make the award promptly; or
 - (3) Failure to make prompt award will otherwise cause undue harm to the grantee or the Federal Government.
- (n) In the event that the grantee determines that the award is to be made during the pendency of an investigation, the grantee will notify FTA before making such award. FTA reserves the right not to participate in the funding of any contract awarded during the pendency of an investigation.
- (o) Initial decisions by FTA will be in written form. Reconsideration of an initial decision of FTA may be requested by any party involved in an investigation. FTA will reconsider a decision only if the party requesting reconsideration submits new matters of fact or points of law that were not known or available to the party during the investigation.

A request for reconsideration of decision of FTA shall be filed no later than ten(10) working days after the initial written decision. A request for reconsideration will be subject to the procedures in this section consistent with the need for prompt resolution of the matter.

§661.17 Failure to comply with certification

If a successful bidder fails to demonstrate that it is in compliance with its certification, it will be required to take the necessary steps in order to achieve compliance. If a bidder takes these necessary steps, it will not be allowed to change its original bid price. If a bidder does not take the necessary steps, it will not be awarded the contract if the contract has not yet been awarded, and it is in breach of contract if a contract has been awarded.

§661.19 Sanctions

A willful refusal to comply with a certification by a successful bidder may lead to the initiation of debarment or suspension proceedings under part 29 of this title.

§661.20 Rights of third parties

The sole right of any third party under the Buy America provision is to petition FTA under the provisions of §661.15 of this part. No third party has any additional right, at law or equity, for any remedy including, but not limited to, injunction, damages, or cancellations of Federal grant contracts of the grantee.

§661.21 State Buy America provision

- (a) Except as provided in paragraph (b) of this section, any State may impose more stringent Buy America or Buy National requirements than contained in section 165 of the Act and the regulations in this part.
- (b) FTA will not participate in contracts governed by the following:
 - (1) State Buy America or Buy National preference provisions which are not as strict as the Federal requirements.
 - (2) State and local Buy National of Buy America preference provisions which are not explicitly set out under State law. For example, administrative interpretations of non-specific State legislation will not control.
 - (3) State and local Buy Local preference provisions.

BID PROTEST PROCEDURES

SECTION I – AUTHORITY BID PROTEST PROCEDURE

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

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

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

B. Definitions for purposes of this section -

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

C. Submission of Protest

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

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

Protest should be submitted to: **General Manager Purchasing
Chicago Transit Authority
P.O. Box 7560
Chicago, IL 60680-7560**

D. Types of Protests and Timing

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

1. Protest regarding solicitation

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

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

2. Protests regarding bid evaluation

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

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

3. Protests Regarding Award of Contract

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

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

E. Authority Response

1. Types of Protests

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

a. Protest regarding solicitation

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

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

b. Protests regarding bid evaluation

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

c. Protests after award

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

2. Decisions by Authority

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

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

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

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

SECTION II – FTA BID PROTEST PROCEDURE

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

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

General Decision Number: IL100009 10/14/2011 IL9

Superseded General Decision Number: IL20080009

State: Illinois

Construction Types: Building, Heavy, Highway and Residential

County: Cook County in Illinois.

BUILDING, RESIDENTIAL, HEAVY, AND HIGHWAY PROJECTS (does not include landscape projects).

Modification Number	Publication Date
0	03/12/2010
1	05/14/2010
2	06/04/2010
3	07/02/2010
4	08/06/2010
5	08/13/2010
6	09/03/2010
7	10/01/2010
8	11/05/2010
9	12/03/2010
10	01/07/2011
11	01/21/2011
12	02/11/2011
13	05/06/2011
14	05/13/2011
15	06/03/2011
16	06/17/2011
17	07/08/2011
18	07/29/2011
19	08/12/2011
20	08/26/2011
21	09/02/2011
22	09/16/2011
23	10/14/2011

* ASBE0017-001 06/01/2011

	Rates	Fringes
ASBESTOS WORKER/INSULATOR		
Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems.....	\$ 43.80	23.40
Fire Stop Technician.....	\$ 35.04	22.10
HAZARDOUS MATERIAL HANDLER		
includes preparation, wetting, stripping removal scrapping, vacuuming, bagging and disposal of all insulation materials, whether they contain		

asbestos or not, from
mechanical systems.....\$ 32.85 22.20

BOIL0001-001 07/01/2010

	Rates	Fringes
BOILERMAKER.....	\$ 42.67	19.60

BRIL0021-001 06/01/2011

	Rates	Fringes
BRICKLAYER.....	\$ 39.78	20.80

BRIL0021-004 06/01/2010

	Rates	Fringes
Marble Mason.....	\$ 39.03	19.90

BRIL0021-006 06/01/2011

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 39.01	19.11
TILE FINISHER.....	\$ 33.60	15.22
TILE SETTER.....	\$ 40.49	16.93

BRIL0021-009 06/01/2009

	Rates	Fringes
MARBLE FINISHER.....	\$ 29.10	19.90

BRIL0021-012 06/01/2009

	Rates	Fringes
Pointer, cleaner and caulker.....	\$ 39.20	18.51

CARP0555-001 07/01/2010

	Rates	Fringes
CARPENTER Carpenter, Lather, Millwright, Piledriver, and Soft Floor Layer.....	\$ 40.77	22.12

CARP0555-002 12/01/2010

	Rates	Fringes
CARPENTER (Excluding structures with elevators and structures over 3 1/2 stories)...	\$ 33.37	22.12

ELEC0009-003 05/24/2010

	Rates	Fringes
Line Construction		
Groundman.....	\$ 31.86	18.58
Lineman and Equipment		
Operator.....	\$ 40.85	23.81

ELEC0134-001 06/07/2010

	Rates	Fringes
ELECTRICIAN.....	\$ 40.40	26.75

ELEC0134-002 04/01/1998

	Rates	Fringes
ELECTRICIAN		
CLASS "B".....	\$ 20.71	2.975+a+b

CLASS B SCOPE OF WORK:

Install magnetic or electronic replacement ballasts either singly or in groups including necessary wiring within fixture; Install replacement lamp holders and/or sockets including necessary wiring within fixture including relocating sockets within fixture; Install replacement lighting circuit breakers where necessary; Install replacement lighting switches where necessary; Repair lighting fixtures other than ballast or socket replacements; Rewire chandeliers or incandescent fixtures only within fixtures themselves.

FOOTNOTES:

a-Paid Vacation- Employees who have been employed for one year but less than three years receive 1 week of paid vacation; employees who have been employed three years but less than ten years receive 2 weeks of paid vacation; Employees who have been employed ten years but less than twenty years receive 3 weeks of paid vacation; and employees who have worked twenty or more years receive 4 weeks of paid vacation.

b-Funeral Leave-In the instance of the death of a mother, other-in-law-; father, father-in-law, sister, brother, husband, wife, or a child of an employee shall receive up to three days of paid funeral leave.

ELEC0134-003 06/07/2004

	Rates	Fringes
ELECTRICIAN		
ELECTRICAL TECHNICIAN.....	\$ 30.89	12.59

The work shall consist of the installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature,

business, domestic, commercial, education, entertainment and residential purposes, including but not limited to communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit.

ELEV0002-003 01/01/2011

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 47.41	21.785+a+b

FOOTNOTES:

A. Eight paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving; Veterans' Day and Christmas Day.

B. Employer contributes 8% of regular basic hourly rate as vacation pay credit for employees with more than 5 years of service; and 6% for 6 months to 5 years of service.

* ENGI0150-006 06/01/2011

Building and Residential Construction

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 45.10	25.85
GROUP 2.....	\$ 43.80	25.85
GROUP 3.....	\$ 41.25	25.85
GROUP 4.....	\$ 39.50	25.85

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Mechanic; Asphalt Plant*; Asphalt Spreader; Autograde*; Backhoes with Caisson attachment*; Batch Plant*; Benoto (Requires two Engineers); Boiler and Throttle Valve; Caisson Rigs*; Central Redi-Mix Plant*; Combination Backhoe Front Endloader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted)*; Concrete Conveyor; Concrete Conveyor, Truck Mounted; Concrete Paver over 27E cu. ft.*; Concrete Paver 27E cu ft and Under*; Concrete Placer*; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes*; Cranes, Hammerhead*; Cranes, (GCI and similar type Requires two operators only); Creter Crane; Crusher, Stone, etc; Derricks; Derricks, Traveling*; Formless Curb and Gutter Machine*; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2 1/4 yd. and over; Hoists, Elevators, Outside Type Rack and pinion and similar Machines; Hoists, One, Two, and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes*; Hydraulic Boom Trucks; Hydraulic Vac (and similar equipment); Locomotives; Motor Patrol*; Pile

Drivers and Skid Rig*; Post Hole Digger; Pre- Stress Machine; Pump Cretes Dual Ram(Requiring frequent Lubrication and Water); Pump Cretes; Squeeze Cretes-Screw Type Pumps Gypsum Bulker and Pump; Raised and Blind Hole Drill*; Roto Mill Grinder (36" and Over)*; Roto Mill Grinder (Less Than 36")*; Scoops-Tractor Drawn; Slip-Form Paver*; Straddle Buggies; Tournapull; Tractor with Boom, and Side Boom; and Trenching Machines*.

GROUP 2: Bobcat (over 3/4 cu yd); Boilers; Broom, Power Propelled; Bulldozers; Concrete Mixer (Two Bag and over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front End loaders under 2 1/4 cu yd; Automatic Hoists, Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted)*; Rollers; Steam Generators; Tractors; Tractor Drawn Vibratory Roller (Receives an additional \$.50 per hour); Winch Trucks with "A" Frame.

GROUP 3: Air Compressor-Small 250 and Under (1 to 5 not to exceed a total of 300 ft); Air Compressor-Large over 250; Combination-Small Equipment Operator; Generator- Small 50 kw and under; Generator-Large over 50 kw; Heaters, Mechanical; Hoists, Inside Elevators (Remodeling or Renovatin work); Hydrualic Power Units (Pile Driving, Extracting, and Drilling); Low Boys; Pumps Over 3" (1 To 3 not to exceed a total of 300 ft); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcat (up to and including 3/4 cu yd)

GROUP 4 - Bobcats and/or other Skid Steer Loaders; Brick Forklifts; Oilers

*-Requires Oiler

* ENGI0150-025 06/01/2011

Heavy and Highway Construction

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 43.30	27.10
GROUP 2.....	\$ 42.75	27.10
GROUP 3.....	\$ 40.70	27.10
GROUP 4.....	\$ 39.30	27.10
GROUP 5.....	\$ 38.10	27.10

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire*, Asphalt Spreader; Autograder/ GOMACO or similar; ABG Paver*, Backhoes with Caisson attachment*, Ballast Regulator, Belt Loader*; Caisson Rigs*Car Dumper, Central Redi-Mix Plant*, Combination Backhoe; Front End Loader Machine (1 cu yd or over Backhoe bucket or with attachments); Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft*; Concrete Placer*; Concrete Tube Float; Cranes, all

attachments*; Cranes, Hammerhead, Linden, Peco and machines of a like nature*; Creter Crane; Crusher, stone; All Derricks; Derrick Boats; Derricks, traveling*; Dowell Machine with Air Compressor (\$1.00 above Class 1); Dredges*; Field Mechanic Welder; Formless Curb and Gutter Machine*; Gradall and machines of a like nature*; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted*; Hoists, one, two, and three Drum; Hydraulic Backhoes*; Backhoes with Shear attachments*; Mucking Machine; Pile Drivers and Skid Rig*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)*; Rock Drill- Crawler or Skid Rig*; Rock Drill truck mounted*; Rock/ Track Tamper; Roto Mill Grinder, (36" and over)*; Slip-Form Paver*; Soil Test Drill Rig, truck mounted*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader*; Tractor Drawn Belt Loader with attached Pusher (two engineers); Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine*; Trenching Machine; Truck Mounted Concrete Pump with boom*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.*; Wheel Excavator* & Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft*

GROUP 2: Batch Plant*; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backhoe Front End Loader Machine, (less than 1 cu yd Backhoe Bucket with attachments); Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine; Burlap Machine; Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or similar type); Drills (all); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist- Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro-Blaster (requires two operators); Laser Screed*; Locomotives, Dinky; Off-Road Hauling Units (including articulating); Pump Cretes; Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, self-Propelled; Scoops-Tractor Drawn; Self- propelled Compactor; Spreader-Chip-Stone; Scraper; Scraper-Prime Mover in Tandem regardless of size (add \$1.00 to Group 2 hourly rate for each hour and for each machine attached thereto add \$1.00 to Group 2 hourly rate for each hour); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 250 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 250; Combination - Small Equipment Operator; Directional Boring Machine; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants (1 to 5); Pumps, over 3" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches;

GROUP 5: Bobcats (All); Brick Forklifts; Oilers; Directional Boring

*Requires Oiler

IRON0001-026 06/01/2010

	Rates	Fringes
IRONWORKER		
Sheeter.....	\$ 41.00	29.84
Structural and Reinforcing..	\$ 40.75	29.84

IRON0063-001 06/01/2011

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 40.20	28.78

IRON0063-002 06/01/2011

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 32.66	21.35

IRON0136-001 07/01/2009

	Rates	Fringes
IRONWORKER		
Machinery Movers and Riggers.....	\$ 37.25	25.54
Master Riggers.....	\$ 39.75	25.54

LABO0002-006 06/01/2011

	Rates	Fringes
LABORER (BUILDING & RESIDENTIAL)		
GROUP 1.....	\$ 35.20	21.45
GROUP 2.....	\$ 35.20	21.45
GROUP 3.....	\$ 35.275	21.45
GROUP 4.....	\$ 35.30	21.45
GROUP 5.....	\$ 35.35	21.45
GROUP 6.....	\$ 35.40	21.45
GROUP 7.....	\$ 34.425	21.45
GROUP 8.....	\$ 34.425	21.45

GROUP 9.....	\$ 35.525	21.45
GROUP 10.....	\$ 35.65	21.45
GROUP 11.....	\$ 35.475	21.45
GROUP 12.....	\$ 36.20	21.45

LABORER CLASSIFICATIONS

GROUP 1: Building Laborers; Plasterer Tenders; Pumps for Dewatering; and other unclassified laborers.

GROUP 2: Fireproofing and Fire Shop laborers.

GROUP 3: Cement Gun.

GROUP 4: Chimney over 40 ft.; Scaffold Laborers.

GROUP 5: Cement Gun Nozzle Laborers (Gunite); Windlass and capstan person.

GROUP 6: Stone Derrickmen & Handlers.

GROUP 7: Jackhammermen; Power driven concrete saws; and other power tools.

GROUP 8: Firebrick & Boiler Laborers.

GROUP 9: Chimney on fire brick; Caisson diggers; & Well Point System men.

GROUP 10: Boiler Setter Plastic Laborers.

GROUP 11: Jackhammermen on fire brick work only.

GROUP 12: Dosimeter use (any device) monitoring nuclear exposure); Asbestos Abatement Laborer; Toxic and Hazardous Waste Removal Laborers.

LABO0002-007 06/01/2011

	Rates	Fringes
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LABORER (HEAVY & HIGHWAY)

GROUP 1.....	\$ 35.20	21.45
GROUP 2.....	\$ 35.475	21.45
GROUP 3.....	\$ 35.35	21.45
GROUP 4.....	\$ 35.475	21.45
GROUP 5.....	\$ 36.20	21.45

LABORER CLASSIFICATIONS

GROUP 1: Common laborer; Tenders; Material expeditor (asphalt plant); Street paving, Grade separation, sidewalk, curb & gutter, strippers & All laborers not otherwise mentioned

GROUP 2: Asphalt tampers & smoothers; Cement gun laborers

GROUP 3: Cement Gun Nozzle (laborers), Gunite

GROUP 4: Rakers, Lutemen; Machine-Screwmen; Kettlemen;

Mixermen; Drun-men; Jackhammersmen (asphalt); Paintmen; Mitre box spreaders; Laborers on birch, overman and similar spreader equipment; Laborers on APSCO; Laborers on air compressor; Paving Form Setter; Jackhammersmen (concrete); Power drive concrete saws; other power tools.

GROUP 5: Asbestos Abatement Laborers; Toxic and Hazardous Waste Removal Laborers, Dosimeter (any device) monitoring nuclear exposure

LABO0002-008 06/01/2011

	Rates	Fringes
LABORER (Compressed Air)		
0 - 15 POUNDS.....	\$ 36.20	21.45
16 - 20 POUNDS.....	\$ 36.70	21.45
21 - 26 POUNDS.....	\$ 37.20	21.45
27 - 33 POUNDS.....	\$ 38.20	21.45
34 - AND OVER.....	\$ 39.20	21.45
LABORER (Tunnel and Sewer)		
GROUP 1.....	\$ 35.20	21.45
GROUP 2.....	\$ 35.325	21.45
GROUP 3.....	\$ 34.425	21.45
GROUP 4.....	\$ 25.20	21.45
GROUP 5.....	\$ 30.20	21.45

LABORER CLASSIFICATIONS (TUNNEL)

GROUP 1: Cage tenders; Dumpmen; Flagmen; Signalmen; Top laborers

GROUP 2: Air hoist operator; Key board operator; concrete laborer; Grout; Lock tenders (Free Air Side); Steel setters; Tuggers; Switchmen; Car pusher

GROUP 3: Concrete repairmen; Lock tenders (pressure side); Mortar men; Muckers; Grout machine operators; Track layers

GROUP 4: Air trac drill operator; Miner; Bricklayer tenders; Concrete blower operator; Drillers; Dynamiters; Erector operator; Form men; Jackhammersmen; Powerpac; Mining machine operators; Mucking machine operator; Laser beam operator; Liner plate and ring setters; Shield drivers; Power knife operator; Welder- burners; Pipe jacking machine operator; skimmers; Maintenance technician

GROUP 5: Asbestos abatement laborer; Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

GROUP 3: Cement carriers; Cement mixers; Concrete repairmen; Mortar men; Scaffold men; Second Bottom men

GROUP 4: Air trac drill operator; Bottom men;
 Bracers-bracing; Bricklayer tenders; Catch basin diggers;
 Drainlayers; dynamiters; Form men; Jackhammermen; Powerpac;
 Pipelayers; Rodders; Welder-burners; Well point systems men

GROUP 5: Asbestos abatement laborer, Toxic and hazardous
 waste removal laborer; Dosimeter (any device) monitoring
 nuclear exposure

LABO0225-001 06/01/2011

	Rates	Fringes
LABORER (DEMOLITION/WRECKING)		
GROUP 1.....	\$ 30.00	21.45
GROUP 2.....	\$ 35.20	21.45
GROUP 3.....	\$ 35.20	21.45

LABORER CLASSIFICATIONS

GROUP 1 - Complete Demolition

GROUP 2 - Interior Wrecking and Strip Out Work

GROUP 3 - Asbestos Work with Complete Demolition/Wrecking or
 Strip Out Work

PAIN0014-001 06/01/2010

	Rates	Fringes
PAINTER (including taper).....	\$ 38.00	21.62

PAIN0027-001 06/01/2010

	Rates	Fringes
GLAZIER.....	\$ 38.00	24.62

PLAS0005-002 07/01/2011

	Rates	Fringes
PLASTERER.....	\$ 39.25	21.84

PLAS0502-001 06/01/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 41.85	21.78

PLUM0130-001 06/01/2011

	Rates	Fringes
PLUMBER.....	\$ 44.75	21.53

PLUM0597-002 06/01/2011

	Rates	Fringes
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PIPEFITTER.....	\$ 44.05	24.13
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ROOF0011-001 06/01/2010

	Rates	Fringes
ROOFER.....	\$ 37.65	14.80

SFIL0281-001 06/01/2011

	Rates	Fringes
SPRINKLER FITTER.....	\$ 48.45	17.85

SHEE0073-001 06/01/2010

	Rates	Fringes
Sheet Metal Worker.....	\$ 40.56	26.89

SHEE0073-002 06/01/2010

	Rates	Fringes
Sheet Metal Worker ALUMINUM GUTTER WORK.....	\$ 27.63	26.89

* TEAM0731-001 06/01/2011

COOK COUNTY - HEAVY AND HIGHWAY

	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axles.....	\$ 33.85	16.85
4 Axles.....	\$ 34.10	16.85
5 Axles.....	\$ 34.30	16.85
6 Axles.....	\$ 34.50	16.85

FOOTNOTES:

A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

B. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

C. An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

TEAM0731-002 05/01/2009

	Rates	Fringes
Traffic Control Device Monitor TRAFFIC SAFETY WORKER:		

Primary duties include but are not limited to the delivery, maintenance and pick-up of traffic control devices, the set-up and installation of traffic signs, pavement markings, barricades, crash barrels and glare screens, traffic control surveillance, the repair and maintenance trucks, cars, arrow boards, message signs, barricade and sign fabrication equipment.....\$ 28.25 9.07

TEAM0786-001 06/01/2008

COOK COUNTY - BUILDING AND RESIDENTIAL

	Rates	Fringes
TRUCK DRIVER		
2 & 3 Axles.....	\$ 31.33	.10+a
4 Axles.....	\$ 31.58	.10+a
5 Axles.....	\$ 31.78	.10+a
6 Axles.....	\$ 31.98	.10+a

FOOTNOTES:

a. \$463.00 per week.

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

**CHICAGO TRANSIT AUTHORITY
INSURANCE AND BOND REQUIREMENTS**

[Short Form rev. 11/13/09]

REQUISITION NUMBER: **B11FT04106**

SPECIFICATION NUMBER CTA: _____

PART I. GENERAL INSTRUCTIONS AND REQUIREMENTS

A. WAYS TO COMPLY WITH CTA INSURANCE REQUIREMENTS.

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

Contractors must provide the CTA with the following documents:

- a) CTA Certificate of Coverage on the CTA approved form. The CTA Certificate of Coverage may be completed only by an authorized representative of the insurance company, an agent, broker, or underwriter. Certificates of Insurance must disclose all deductibles and/or self insured retentions.
- b) Certified copy of the insurance policy

Methods (a) is a temporary method that is valid only for 90 days. Policies must be furnished prior to the expiration of this 90 day period. Failure to provide policies before expiration of this 90 day period is a material breach of the Contract which may result in default and, if uncured, termination for default.

2. HOW IS RAILROAD PROTECTIVE LIABILITY INSURANCE SATISFIED? THE CTA's RAILROAD PROTECTIVE LIABILITY PROGRAM PROVIDES \$2,000,000 PER OCCURRENCE/ \$6,000,000 AGGREGATE LIMITS. TO BE IN COMPLIANCE WITH THE RAILROAD PROTECTIVE REQUIREMENTS, SEE PART III.B OF THIS DOCUMENT.

- For work performed within fifty (50) feet of rail right-of-way, the work of the Contractor is covered through the Blanket Railroad Protective policy.
- The contractor must provide evidence that the CGL policy exclusion for work within fifty (50) feet of rail right of way has been deleted by endorsement to their CGL policy.

The CTA may cancel the Blanket Railroad Protective Liability Policy prior to the expiration of coverage. If cancelled, The CTA agrees to provide the contractor with 30 days prior written notice.

If any portion or all of the need for or cost of such insurance shall result from Contractor's breach of this Contract, such insurance costs shall be a non-reimbursable cost to Contractor. CTA reserves the right to review the remaining project scope and to determine if the work to be performed within fifty (50) feet of rail right of way requires Railroad Protective Liability Insurance. The CTA further agrees that for premium expenses incurred by the Contractor for Railroad Protective Liability Insurance will be a reimbursable expense.

B. DEADLINE FOR INITIAL SUBMITTAL OF CONTRACTOR'S INSURANCE AND BOND DOCUMENTS.

The Contractor must furnish all required insurance and performance and payment bond documents within fourteen days of the date that the Contractor receives a letter (the "Insurance Submittal Letter") from the CTA's General Manager of Purchasing requesting the Contractor to submit the documents required by these Insurance and Bond Requirements. CTA will not execute the Contract until the required insurance and bond documents are delivered to CTA and approved by CTA. Failure to deliver the required documents within fourteen days of receipt of the Insurance Submittal Letter is a material failure to comply with the specifications and may result in any or all of the following at the CTA's sole discretion:

1. debarment or suspension, and
2. determination of Contractor non-responsibility.

C. CTA ADDRESS.

All notices and documents must be mailed to the CTA at:

Chicago Transit Authority
Manager of Insurance Controls, Risk Compliance
P.O. Box 7567
Chicago, IL 60680-7567

D. OBLIGATION TO MAINTAIN CONTINUOUS COMPLIANCE

1. The Contractor expressly agrees that failure to comply and maintain compliance with all insurance and bond requirements shall constitute a material breach of the Contract which may result in default and, if uncured, termination for default under the contract. In addition, such failure, if uncured, may result in debarment and suspension.

2. The Contractor is prohibited from performing any work if Contractor has allowed any of the required insurance policies to expire.

PART II. INSURANCE REQUIREMENTS

- A. The CTA must be named as an Additional Insured and Certificate Holder. When the CTA is an additional insured, the coverage shall be primary.
- B. The CTA must be the Named Insured on the Owners Protective Liability and Builders Risk Insurance policies.
- C. The Commercial General Liability and Owners Protective Liability, General Aggregate Limit of Liability, if any, must apply on a per occurrence basis.
- D. All insurance carriers must be acceptable to the CTA. All insurance companies shall have at least an A VII POLICY HOLDER RATING, or better, by the A.M. Best Co., Inc. Insurance companies with lower ratings will not be accepted. Carriers licensed to do business in the State of Illinois must issue all insurance, with the exception of Railroad Protective.
- E. To the extent permitted by the Contractor's insurance policies required by the CTA, the Contractor and its insurers waive all rights of subrogation against the CTA.
- F. The insurance to be carried shall in no way be subject to limitations, if any, expressed in the indemnity section of the General Conditions (or any statutory, judicial or common law limitations).

PART III. INSURANCE COVERAGES

A. WORKERS COMPENSATION

Coverage A: In form and in accordance with the laws of the State of Illinois.

Coverage B: Employers Liability:

\$1,000,000 Bodily Injury by Accident

\$1,000,000 Bodily Injury by Disease, Policy Limit

B. COMPREHENSIVE OR COMMERCIAL GENERAL LIABILITY:

\$2,000,000 General Aggregate

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

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

\$1,000,000 Per Occurrence

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

When work is to be performed within fifty (50) feet of rail right-of-way the Contractor will be enrolled as a participant in the CTA Blanket Railroad Protective program. In addition, Contractors and Sub-contractors are required to provide endorsements to their CGL policy eliminating the exclusion for work within fifty (50) feet of rail right-of-way.

- a. Limits must be equal to the Railroad Protective Liability per occurrence limit of \$2,000,000 per occurrence.
- b. An endorsement must be provided deleting the contractual exclusion for work within 50' of the rail right of way.
- c. A certificate of insurance satisfying (a) and (b) above must be presented.

C. AUTOMOBILE LIABILITY

\$1,000,000 Combined Single Limit (Bodily Injury and Property Damage)

N/A Uninsured/Underinsured Motorist Including Owned, Non-Owned, Hired and Borrowed Vehicles and Equipment

D. UMBRELLA LIABILITY

N/A Each occurrence and in the aggregate, excess of the underlying policies.

The Umbrella Liability Policy shall specifically identify each of the policies described in A, B, and C above on the Schedule of Underlying Coverages, and shall provide coverage at least as broad as each of the underlying policies.

E. OWNERS PROTECTIVE LIABILITY

N/A General Aggregate (Per Location)

N/A Per Occurrence

N/A Combined Single Limit (Bodily Injury and Property Damage Per Location)

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

F. THE CTA WILL PROVIDE A BLANKET RAILROAD PROTECTIVE LIABILITY POLICY:

\$2,000,000 Bodily Injury/Property Damage per Occurrence
\$6,000,000 Bodily Injury/Property Damage Aggregate

G. CARGO LIABILITY/INLAND MARINE

N/A OCC/AGG

H. PROFESSIONAL LIABILITY

N/A PER CLAIM

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

PART IV PERFORMANCE AND PAYMENT BOND REQUIREMENTS

- A. The Contractor shall furnish separate Performance and Payment Bonds.
- B. The surety or sureties issuing the bond must be acceptable to the Authority and must have a Best's Key Rating Guide of A VII or greater and be listed in the most recently published "Listing of Approved Sureties" of the U.S. Department of the Treasury Circular 570, with underwriting limitations in excess of the Contract Price. The bond must cover the warranty period required by the Contract.
- C. The Performance Bond shall be for faithful performance of the Contract.
- D. The Payment Bond shall be for security for the payment of all persons for furnishing materials, provisions, or other supplies, or items used in, upon, for, or about the performance of the Work contracted to be done, or for performing any Work or labor thereon of any kind.
- E. The Authority reserves the right to require additional security under this Contract if any surety upon any bond furnished with this Contract becomes unacceptable to the Authority.

PART V. PERFORMANCE AND PAYMENT BONDS REQUIRED FOR THIS CONTRACT.

Payment Bond: **N/A**
Performance Bond: **N/A**
Fidelity Bond: **N/A**



INSURANCE CERTIFICATE OF COVERAGE

Issue Date: _____

Named Insured: _____ RFP#: _____
Address: _____
(NUMBER & STREET)

(CITY) (STATE) (ZIP)

Specification #: _____

Project #: _____

Contract #: _____

**Description of
Operation/Location**

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the Chicago Transit Authority. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the Chicago Transit Authority at the address shown on this Certificate. This certificate is issued to the Chicago Transit Authority in consideration of the contract entered into with the named insured, and it is mutually understood that the Chicago Transit Authority relies on this certificate as a basis for continuing such agreement with the named insured.

Type of insurance	Insurer Name	Policy Number	Policy Period	Limits of Liability All Limits in Thousands
Commercial General Liability <input type="checkbox"/> Occurrence <input type="checkbox"/> Claims made <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse <input type="checkbox"/> Underground <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution Commercial General Liability Form #: CG 00 01 _____				Each Occurrence \$ _____ General Aggregate \$ _____ Products/Completed Operations Aggregate \$ _____ Deductible and/or Self Insured Retention \$ _____
Automobile Liability (Any Auto)				Each Occurrence \$ _____
Excess Liability <input type="checkbox"/> Umbrella Liability				Each Occurrence \$ _____
Workers' Compensation and Employer's Liability				WC \$ _____ Employers Liability \$ _____
Builders' Risk/Course of Construction				Amount of Contract \$ _____
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				_____

- a) Each insurance policy required by this agreement, except policies for workers' compensation and professional liability, will read:
"The Chicago Transit Authority is an additional insured as respects to operations and activities of, or on behalf of the named insured, performed under contract with or permit from the Chicago Transit Authority".
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for separation of insureds applicable to the named insured and the CTA.
- c) General Liability, Auto Liability, Workers Compensation and Property insurers shall waive all rights of subrogation against the Chicago Transit Authority.
- d) The General Liability policies, including excess and umbrella will insure all liabilities assumed under the provisions of the Hold Harmless and Indemnity Clause contained in the Contract and not exclude any construction and/or demolition work performed within 50 feet of railroad track. Commercial General Liability must be written on the ISO Occurrence Form CG 00 01 12 04 (or a substitute form providing equivalent coverage) and include the following endorsement: Contractual Liability Railroads ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage). The Contractor shall be responsible for arranging that all subcontractors maintain the necessary insurance requirements.
- e) The receipt of this certificate by the CTA does not constitute agreement by the CTA that the insurance requirements in the contract have been fully met, or that the insurance companies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Receipt of Notice

Signature of Authorized Representative

Certificate Holder/Additional Insured

**Chicago Transit Authority
Dept. of Risk Management
P.O. Box 7567
Chicago, IL 60680**

Agent/Company Address

Telephone _____

SPECIAL CONDITIONS

SPECIFICATION NO. CTA 6636-11
CONTRACT NO. B11FT04106R

PERFORMANCE/ PAYMENT BOND

None required.

INSURANCE

The Contractor or any Subcontractor shall furnish insurance in accordance with the requirements set forth on separate sheet bearing this specification number and entitled "Insurance Requirements" attached hereto and made a part thereof.

SCOPE OF WORK

This contract is for a painting service as required at various CTA locations in the Chicago metropolitan area. CTA will make multiple awards on this contract to qualified contractors. A contract will be awarded to qualified, responsive and responsible bidders responding to this solicitation at the rates quoted on the proposal pages. This "initial award" will establish the labor and material rates which will be used for emergency and/or time and material work for the duration of the contract and will qualify the contractor making them eligible to bid on, and receive a timely award, for specific work requirements other than emergency or time and material.

Individual scopes of work will be provided by CTA during the duration of the contract for the qualified Contractor(s) to bid against one another. Depending upon the requirements of each work task, the CTA will determine whether to release work against this contract as an emergency, time and material basis, or require that the Contractor provide a firm fixed price for the work to be performed.

In general, emergency and time and material releases will be made in emergency situations and in those cases where time or existing conditions make it difficult to provide a firm fixed price, as directed by the CTA. The rates for emergency or time and material releases will be as stated on the proposal pages. All other types of work will require the Contractor to provide a firm fixed price. The bidders that are awarded a contract will be required to submit a total lump sum written proposal for each solicitation of painting work that is not emergency work or work released as time and material. A release will then be made to the lowest responsive Contractor for that particular job. The "initial award" will not in any way guarantee that any work will be awarded to any Contractor.

The painting services to be provided on this contract will include, but is not limited to: surface preparation; sandblasting; priming; sealing; paint application by means of brush, roller, spray or by hand; and lead abatement as required. Various surfaces will be required to be painted that are located both indoors and outdoors. The painting service is to be available on a 24/7 basis to respond to any emergency request that may arise. Contractors will be required to provide any ladders, lifts or scaffolding required to complete the job and provide paint product if required for a particular scope of work. Personnel are to be properly licensed to do the required work and have a minimum of three years experience.

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 6636-11

CONTRACT NO. B11FT04106R

DURATION OF CONTRACT

This Contract shall become effective on date of execution and shall continue in effect for a period of 24 months from date of contract. CTA, further, reserves the right to exercise two additional one year options to extend this contract for up to a maximum of four years.

ESTIMATED EXPENDITURE

Based upon anticipated service needs, CTA estimates an expenditure of \$2,500,000.00 over a four year period under this contract. This figure is furnished for your information only and in no way represents a commitment from CTA to utilize this specific dollar amount. Periodic releases will be issued over the period of this contract.

PROPOSAL PAGE PREPARATION

Bidder shall state on the Proposal Page(s) attached the following information:

- 1) Labor Rates: Bidder to list their labor rates for the timeframes indicated to apply to the various trades personnel identified to provide painting services as required. **Note**: Holidays are defined as: New Years Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day only.
- 2) Material Mark-up: Bidder to list the percentage charge to be applied to material/parts required and furnished by the Contractor. **Note**: Subcontractor or rental equipment expenses are not covered under this section.
- 3) Mobilization Charge: Bidder to list their flat rate price to apply to mobilizing an emergency crew to a location in the event of an emergency situation. This charge is limited to one occurrence charge per emergency. **Note**: The flat rate quoted is to apply to any of the given service locations and is to be fully loaded for labor and mileage expenses required to show up at the facility. No additional expense will be allowed to arrive at the jobsite. Hourly labor charges would then apply after the Contractor has reached the facility and begun actual repair work.

Labor rates quoted are to be fully loaded for all labor, overhead and insurance costs, tools of the trade, general expense, profits, and any other expense pertaining to the work. Further, Bidders are required to pay prevailing wage rates in accordance with Illinois decision number IL100009 dated 10/14/11 in order to be considered for award, as well as maintain any wage updates thereof.

NOTE: Should the Authority choose to exercise either option year, the Contractor will be notified in writing within 60 days of the contract's expiration date.

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 6636-11

CONTRACT NO. B11FT04106R

DELIVERY

Service is to take place at various CTA locations located throughout the Chicago metropolitan area as directed on the release.

REFERENCES

Bidder is to submit, upon request by the Authority, with a list of not less than three (3) customers whom have provided similar painting services of similar size and scope in an industrial environment within the past two (2) years. The list shall include company name, phone number, contact person, type of service performed, and duration of contract. Failure to satisfy this requirement to the satisfaction of the Authority shall be grounds for finding your bid non-responsive.

BASIS OF AWARD FOR INITIAL AWARDS

Based on a best estimate it is anticipated that the number of yearly hours or usage for emergency and/or time and material work will be as listed below. It is also estimated that the yearly cost of materials (other than those listed on the proposal pages) to be supplied by the contractor will be \$275,000.00. Bid evaluation for initial awards will be based upon the dollar sum derived by multiplying the estimated quantities for each item by the unit prices submitted on proposal page P-1. The estimated material charge of \$275,000.00 and the PERCENTAGE CHARGE TO BE ADDED TO THE ACTUAL COST OF MATERIAL FURNISHED BY CONTRACTOR will also be added. Contract awards will be made to qualified, responsive and responsible bidders responding to this solicitation based on the total price derived from the above analysis.

	Estimated yearly usage					
	Mon-Fri 8 hour day	Mon-Fri beyond 8 hr. day	Saturday 8 hr. day	Saturday beyond 8 hr. day	Sunday & holiday 8 hr. day	Sunday & holiday beyond 8 hr. day
Painter	2688 hours	1120 hours	224 hours	224 hours	179 hours	48 hours
Laborer	670 hours	280 hours	56 hours	56 hours	48 hours	12 hours
Emergency Responses	4					

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 6636-11

CONTRACT NO. B11FT04106R

INSPECTION/ DEMONSTRATION

If requested, the Bidder shall allow authorized CTA personnel access to the Contractor's and/or subcontractor's facilities prior to contract award in order to ensure compliance with our specification requirements, as well as vendor capability to perform the painting services required of this contract. The Authority will be the judge in determining the Contractor's capabilities. Failure of the vendor to provide adequate facilities shall be grounds for finding its bid non-responsive.

ESCALATION

CTA encourages the Bidder to quote prices that are firm for the duration of the contract period of twenty-four (24) months. If the Bidder cannot submit firm prices for the entire contract period, then the Bidder may quote escalated percentage(s), which will be applicable for the second twelve (12) month period of the contract and the two (2) one (1) year option periods. CTA will use the "average price" of an item for the purpose of bid evaluation.

NOTE: Escalation, if quoted, is not automatically applied in the second twelve (12) month period of the contract or the two (2) one (1) year option periods of the contract. Rather, the Contractor shall provide to the Authority a written request for and documentation justifying said request. Escalation will not be applied until the written request and acceptable documentation are furnished.

RESPONSE TIME

The qualified contractor(s) will be required to provide painting services awarded under this contract on an "as needed" basis. Painting services covered on this contract require the contractor(s) to be available ("on-call") 24 hours a day, seven days a week, 365 days a year. The response time for the individual scopes of work will vary. Times to start and complete each job will be identified in the each particular scope of work awarded.

EMERGENCIES

In the event of an emergency situation, CTA may waive the requirement of a written quotation and request emergency paint service work from the Contractor. The emergency paint service work must be started within twenty-four (24) hours of notification. If the Contractor is unable to obtain material to start work within the twenty-four (24) hour period, the Contractor must notify CTA of this condition immediately. Contractors will be contacted in the order of the lowest to highest quoted rates on the proposal pages of this contract to provide the emergency and/or time and material repairs. If the contractor with the lowest quoted rates is unable to respond within the stated time for emergency work or within the required time for time and material work the contractor with the next lowest quoted rates will be contacted, and so on.

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 6636-11

CONTRACT NO. B11FT04106R

EMERGENCIES (Continued)

The contractor shall provide for CTA verification, a daily accounting of the hours worked by each trade, the number of hours of equipment used, and a listing of the materials used. Invoices shall show a breakdown of the hours worked by each trade, an itemized listing of the materials used, equipment used, and the contractors material cost. Total labor hours and charges for equipment to be determined based on actual on site hours worked. Contractor shall provide copies of receipted invoices to substantiate the material charges.

SITE INSPECTION

Joint Site inspections may be required by the qualified Contractors and CTA personnel in order to view the particular work locations as scopes of work are developed. Arrangements for viewing the jobsite(s) are to be made with the Procurement Administrator. By submitting a bid for an individual scope of work, the qualified Contractors accept a clear understanding of the paint service work required.

PRICE LIST

Upon request the Contractor shall furnish to CTA copies of their vendor's price list(s) and /or invoice, upon which invoicing was/is based and/or copies of actual invoices and indirect material cost data, which CTA shall use for price verification, review and audit.

PROJECT LABOR AGREEMENT

The CTA has entered into a Project Labor Agreement ("PLA") with the labor organizations that bargained as a coalition (the "CTA Craft Union Coalition") for a term that expires on December 31, 2011. Pursuant to the terms of the PLA, whenever a Contractor undertakes construction work on behalf of the CTA within the trade/craft jurisdiction of a member of the CTA Craft Coalition each affected coalition union must receive 30 days notice. CTA has provided, or will provide, this notice for this Contract. The Contractor agrees that such construction work will be performed by a person, firm or company that is a signatory, or willing to become a signatory, for the purposes of the CTA construction project, to an existing labor agreement with the Coalition Union or a union with the appropriate trade/craft jurisdiction located in the geographical area served by CTA. A copy of the Project Labor Agreement and the unions which constitute the Craft Union Coalition will be provided upon request. Contractor acknowledges familiarity with the requirements of the PLA and its applicability to any work under this Contract, and Contractor agrees to comply in all respects with the PLA. The Contractor shall include this requirement in all subcontracts of every tier.

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 6636-11

CONTRACT NO. B11FT04106R

MATERIAL SAFETY DATA SHEETS

Material Safety Data Sheets and the U.S. D.O.T. Hazardous Material Identification are to be provided for each paint product supplied. Material Safety Data Sheets must accompany all shipments for each type of hazardous material delivered to the Chicago Transit Authority.

PROPOSALS FOR SPECIFIC JOB REQUIREMENTS – FIRM FIXED PRICE

Requests for each individual project work will be released at a firm fixed price based on a scope of work that is competitively bid by each contractor who has been issued an "initial award contract". Individual scopes of work will be e-mailed to all the qualified bidders and will identify a specific date and time that the bid is to be returned to CTA. Bidders will then be required to return their bid for the individual project(s) in a sealed envelope to the CTA headquarters Bid Office – 2nd Floor, located at 567 W. Lake Street, Chicago, Il. 60661 by the due date. Prior to submitting a bid, it may be required for the Contractor to view the work area. An award for the project will be made as a total lump sum amount to the lowest responsive and responsible bidder based on the total scope of the project and in compliance with all terms of this contract and any additional specifications and/or drawings that may be incorporated into the specific job solicitation. The Contractor's bid proposal is to be itemized for material and labor, than added up for total lump sum fixed price.

DELIVERY: RELEASE NOTICE

Periodic Release Notices will be issued against the contract, which will be the Contractor's authority to perform the work. Contractor is not to start the work without first receiving a release from CTA. CTA's primary method of issuing releases will be via e-mail. No paper release(s) will be generated. The Contractor is to provide a dedicated e-mail address on the proposal page, P-2 for receipt of the release(s). The Contractor is to confirm receipt of release(s) to PurchasingDepartment@transitchicago.com.

PAYMENT

The Contractor shall submit an invoice for each release for acceptable and approved services performed. Payment will be made upon receipt by the Chicago Transit Authority Accounts Payable of Invoice and Acceptance Certificate indicating that the required painting service has been completed as specified. Payments will be made Net thirty (30) days after final acceptance of goods or service, or receipt of Contractor's invoice by CTA, or in accordance with the terms of the Contractor's invoice, whichever is most favorable to the Authority. Payment date(s) shall be calculated from receipt of invoice or final acceptance of goods or service, whichever is later. If the Contractor does not complete the payment terms on the Proposal Page (P-2), then payment shall be rendered as Net thirty (30) days. Invoices must be presented only by the vendor to which a purchase order is awarded. Invoices received from a third party will not be honored unless prior written approval from the Purchasing Agent has been obtained.

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 6636-11

CONTRACT NO. B11FT04106R

CONTRACTOR PERFORMANCE

Failure to perform any work assignment in accordance with the terms of this contract and to the satisfaction of CTA shall constitute non performance of the contract. Failure to furnish a full crew and sufficient material and equipment at the job site each day for the type of work to be performed shall constitute unsatisfactory progress on that work assignment. Either non-performance or unsatisfactory progress on any work assignment shall constitute default by the contractor.

ELECTRONIC FUND TRANSFER

CTA has adopted Electronic Fund Transfer (EFT) as the preferred method of payment for vendor invoices. An EFT enrollment form will be provided to the successful bidder with the executed contract and must be completed to enable payment of vendor accounts by this method. If awarded a contract, provide the completed EFT form to the CTA Purchasing Administrator identified on the title page.

TERMINATION FOR CONVENIENCE

The Authority may terminate this Agreement, in whole or in part, without cause, at any time, by written notice to the Contractor whenever the Authority determines that such termination is in the best interest of the Authority. Upon receipt of written notice of termination, all services and any other performance hereunder by the Contractor shall cease to the extent specified in the notice of termination. In the event of termination in whole, the Contractor shall prepare a final invoice within thirty (30) days of termination reflecting the services actually furnished pursuant to this Agreement to the satisfaction of the Authority and for which no previous invoice was submitted to the Authority.

The Contractor shall be paid costs, including closeout costs, and profit for the services performed up to the time of termination. The Contractor shall promptly submit, in accordance with the terms hereof, a termination claim to the Authority and the parties shall negotiate a termination settlement to be paid to the Contractor. If the Contractor has any property in his possession belonging to the Authority, the Contractor will account for same, and dispose of it in the manner the Authority directs.

TERMINATION FOR CAUSE

The Authority may, by written notice of default to the Contractor, terminate the whole or part of this agreement in the following circumstances:

- (a) If the Contractor fails to perform the services as specified herein at or within the times specified herein or therein of any extensions thereof;

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 6636-11

CONTRACT NO. B11FT04106R

TERMINATION FOR CAUSE (Continued)

- (b) If the Contractor fails to perform the services in the manner specified herein;
- (c) If the Contractor fails to perform any other provision of the agreement for any reason whatsoever, or fails to perform or keep any other covenant required to be performed or kept, and in either of these instances does not cure such failure within a period of (10) working days (or such longer period of time as may be authorized by the Authority in writing) after receipt of written notice of default from the Authority specifying such failure.

In the event of termination, Contractor's performance hereunder shall cease, and the Contractor shall prepare a final invoice reflecting the services actually furnished to the satisfaction of the Authority that have not yet appeared on a previous invoice. The Authority agrees to pay the Contractor, in accordance herewith and as reflected on said invoices, for such services actually furnished, less payment of any compensation previously paid and less any costs or damages incurred by the Authority as a result of such default, including, without limitation, any amount necessary to obtain suitable and replacement Contractors in excess of the cost had the Contractor satisfactorily completed the agreement.

ETHICS ORDINANCE

The Contractor agrees to comply with the CTA Code of Ethics, CTA Ordinance No. 004-99, as amended from time to time, the provisions of which are hereby incorporated into this Agreement. The Contractor further agrees that any contract negotiated, entered into or performed in violation of the Code of Ethics shall be voidable as to the CTA.

COMPLIANCE WITH LAWS, REGULATIONS AND CODES

If any part of this Specification shall be at date of issue, or shall later become, in non-conformity with current or future City, County, State or Federal Laws and/or Codes or Regulations, because of materials or requirements specified therein, Chicago Transit Authority shall have the right to negotiate for and accept or reject substitute materials and/or requirement.

ACCESS TO RECORDS

The Contractor shall permit and agree to cooperate with the authorized representatives of CTA, including, but not limited to, the CTA's Inspector General and auditors, who may inspect and audit all data and records of the Contractor relating to the Contractor's performance and Subcontractor contracts under this Contract from the date of this Contract through and until the expiration of five (5) years after completion of this Contract.

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 6636-11
CONTRACT NO. B11FT04106R

PROMPT PAYMENT TO SUBCONTRACTORS

- A) The Contractor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed, no later than 7 calendar days after the Contractor has received payment from CTA. All of the Contractor's contracts with its Subcontractors must state that the Subcontractor will receive payment within 7 calendar days of the date that the Contractor has received payment from CTA.
- B) In addition, all Retainage amounts must be paid by the Contractor to the Subcontractor no later than 14 calendar days after the Subcontractor has, in the opinion of the Chief Infrastructure Officer, satisfactorily completed its portion of the Work. All of the Contractor's contracts with its Subcontractors must state that the Subcontractor will receive payment of Retainage within 14 calendar days of the date that the Subcontractor has, in the opinion of the Chief Infrastructure Officer, satisfactorily completed its portion of the Work.
- C) A delay in or postponement of payment to the Subcontractor requires good cause and prior written approval of the General Manager, Purchasing.
- D) The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
- E) CTA will not pay the Contractor for work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing with CTA of lien waivers, canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements. Prime Contractors must submit a prompt payment affidavit, (form to be provided by CTA) which identifies each subcontractor (both DBE and non-DBE) and the date and amount of the last payment to such subcontractor, with every payment request filed with CTA, except for the first payment request, on every contract with CTA.
- F) Failure to comply with these prompt payment requirements is a breach of the Contract which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment. In addition, Contractor's failure to promptly pay its Subcontractors is subject to the provisions of 50 ILCS 505/9.

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 6636-11

CONTRACT NO. B11FT04106R

DAVIS-BACON ACT

1. Minimum Wages.

- a. All mechanics and laborers employed or working upon the Project Site, (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR, Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor, which is attached hereto as Part III Article 3 and made a part hereof, regardless of any contractual relationship that may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Subsection 1.d. of this Section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds or programs that cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Section 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 1b of this Section 18.17) and the Davis-Bacon poster (WH-1321) must be posted at all times by the Contractor and its Subcontractors at the Project Site in a prominent and accessible place where it can be easily seen by the workers.

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 6636-11

CONTRACT NO. B11FT04106R

DAVIS-BACON ACT (Continued)

- b. (1) The General Manager, Purchasing will require that any class of laborers or mechanics that is not listed in the wage determination and that is to be employed under the Contract be classified in conformance with the wage determination. The General Manager, Purchasing will approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - i) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - ii) The classification is utilized in the area by the construction industry; and
 - iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the General Manager, Purchasing agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the General Manager, Purchasing to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC, 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the General Manager, Purchasing or will notify the General Manager, Purchasing within the 30-day period that additional time is necessary.

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 6636-11

CONTRACT NO. B11FT04106R

DAVIS-BACON ACT (Continued)

- (3) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the General Manager, Purchasing do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the General Manager, Purchasing will refer the questions, including the views of all interested parties and the recommendation of the General Manager, Purchasing to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advise the General Manager, Purchasing or will notify the General Manager, Purchasing within the 30-day period that additional time is necessary.
 - (4) The wage rate (including fringe benefits where appropriate) determined pursuant to Subsection 1.b. paragraphs (2) and (3) of this Section, must be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor must either pay the benefit, as stated in the wage determination or must pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - d. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 6636-11

CONTRACT NO. B11FT04106R

DAVIS-BACON ACT (Continued)

2. **Withholding.** The Authority will upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the Project Site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), all or part of the wages required by the Contract, the Authority may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
3. **Payrolls and Basic Records.**
 - a. Payrolls and basic records relating thereto must be maintained by the Contractor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the Project Site (or under the United State Housing Acts of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records must contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b)(2)(B) of the Davis-Bacon Act, the Contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 6636-11

CONTRACT NO. B11FT04106R

DAVIS-BACON ACT (Continued)

responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs must maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- b. (1) The Contractor must submit weekly for each week in which any Work is performed, a copy of all payrolls to the Authority. The payrolls submitted must set out accurately and completely all of the information required to be maintained under §5.5(a)(3)(i) of Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all Subcontractors.
- (2) Each payroll submitted must be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and must certify the following:
 - i) that the payroll for the payroll period contains the information required to be maintained under §5.5(a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;
 - ii) that each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3; and

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 6636-11

CONTRACT NO. B11FT04106R

DAVIS-BACON ACT (Continued)

- iii) that each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.
- (3) The weekly submission of properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by 3b (2) of Section 18.17 of this Contract.
- (4) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 Title 18 and Section 231 of Title 31 of the United States Code.
- c. The Contractor or subcontractor must make the records required under Subsection 3, paragraph a of this Section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration, or the Department of Labor, and must permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 6636-11

CONTRACT NO. B11FT04106R

DAVIS-BACON ACT (Continued)

4. **Apprentices and Trainees.**

- a. **Apprentices** - Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship and Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program must be paid not less than the applicable wage rate on the wage rate determination for the work actually performed. Where the Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeymen's hourly rate) specified in the Contractor's or Subcontractor's registered program must be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen's hourly rate specified in the applicable wage determination. Apprentices must

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 6636-11

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DAVIS-BACON ACT (Continued)

be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- b. **Trainees** - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification, by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the Project Site must not be greater than permitted under the plan provided by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen's hourly rate specified in the applicable wage determination. Trainees must be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees must be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeymen's wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate, that is not registered and participating in a training plan approved by the Employment and Training Administration,

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 6636-11

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DAVIS-BACON ACT (Continued)

must be paid not less than the applicable wage rate on the wage determination for the classification for work actually performed. In addition, any trainee performing work on the Project Site in excess of the ratio permitted under the registered program must be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event that the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to use trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. **Equal Employment Opportunity:** The use of apprentices, trainees, and journeymen under 29 CFR 5.16 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- 5. **Compliance With Copeland Act Requirements** - The Contractor must comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- 6. **Subcontracts** - The Contractor or Subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Authority or Federal Transit Administration may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the contract clauses in 29 CFR 5.5.
- 7. **Contract Termination Debarment** - A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR 5.12.

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 6636-11

CONTRACT NO. B11FT04106R

DAVIS-BACON ACT (Continued)

8. **Compliance With Davis-Bacon and Related Act Requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference.
9. **Disputes Concerning Labor Standards** - Disputes arising out of labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract, PART 2, Article 16. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. **Certification of Eligibility –**
 - a. By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - b. No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12 (a)(1).
 - c. The penalty for making false statements is prescribed in the United States Criminal Code, 18 U.S.C. 1001.

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 6636-11

CONTRACT NO. B11FT04106R

DAVIS-BACON ACT (Continued)

Illinois Prevailing Wage Act

The following requirements apply to individual scope of work funded with State funds. The Authority will notify the Contractor in the request for project work if Illinois Prevailing Wages apply to the scope of work. Davis-Bacon Act requirements as set forth in the Special Conditions apply if the Authority does not notify the Contractor in the request for project work.

1. Not less than the prevailing rate of wages as determined by the Illinois Department of Labor must be paid to all laborers, mechanics, and other workers performing Work under this Contract.
2. Contractor's attention is called to the generally prevailing hourly rate of wages, as determined by the Illinois Department of Labor, included in the request for project work and which are incorporated into the Contract Documents.
3. The wage rates set forth in the request for project work are the rates in effect at the time that a request for project work is issued. In the performance of the Work, however, the Contractor is fully responsible for paying the generally prevailing hourly rate of wages in effect, as determined by the Department of Labor, at the time the Work is performed. One resource for determining the current prevailing wage rate is the Internet site <http://www.state.il.us/agency/idol/rates/rates.HTM> maintained by the State of Illinois Department of Labor. If the Department of Labor revises the prevailing rate of hourly wages to be paid for the Work prior to completion of the Project, the revised rate will apply to the Contract from the effective date of such revision, provided, however that such revision will not entitle the Contractor to any increased compensation under the terms hereof.
4. As a condition of making payment to the Contract, the Authority may request the Contractor to submit an affidavit to the effect that not less than the prevailing hourly wage rate is being paid to laborers, mechanics, and other workers employed on this Contract in accordance with Illinois law.

CHICAGO TRANSIT AUTHORITY

DETAIL SPECIFICATION FOR

PAINTING AT CTA FACILITIES

SPECIFICATION NO 6636-11

1. SCOPE

- 1.1 This specification covers furnishing of all labor, material, scaffolding, tools, and equipment necessary for performing painting work at various Chicago Transit Authority (CTA) facilities. The work to be performed under this specification will include aerial, underground, inside, and outside work.
- 1.2 Certain scopes of work may include work being performed adjacent to the CTA's right-of-way and may be subject to performing work in conformance with CTA requirements.
- 1.3 CTA will provide individual scopes of work for particular projects to be competitively bid amongst the qualified bidders at various times during the duration of the contract. The individual scopes of work will be e-mailed to all the qualified bidders and will identify a specific date and time that the bid is to be returned to CTA. Bidders will then be required to return their bid for the individual project(s) in a sealed envelope to the CTA headquarters bid office by the due date. The successful bidder will then be issued a Release Order for the work awarded.

2. GENERAL INFORMATION

- 2.1 Typical work to be performed under this contract includes, but is not limited to, the following:
 - Painting (including rolling, spraying, and brushing)
 - Priming (including rolling, spraying, and brushing)
 - Abatement
 - Seal coating
 - Varnishing
 - Caulking
 - Patching
 - Surface preparation
 - Stainless steel cleaning
- 2.2 Painting details, scopes, and procedures will be outlined in each Release Order when the individual scope of work is awarded. Any paint being used must be in compliance with EPA regulations related to VOC (volatile organic compound) levels and must be approved by CTA prior to use. Drawings may also be attached to Release Order(s).

2. GENERAL INFORMATION (continued)

2.3 All work shall comply with CTA's design criteria, specifications and scope provided by the CTA, and in conformance with all applicable municipal and national building codes.

2.4 Definitions:

Drawings. The graphic and pictorial portions of the release order that show the design, location, and dimensions of the Work. The Drawings may include plans, elevations sections, details, schedules, and diagrams as provided in the Release Order.

Final Acceptance of the Work. The date on which all of the General Manager, System Maintenance or his designee has determined that all Punch List Work and any other remaining Work has been completed in accordance with the Release Order.

Project. The identified installation, together with all appurtenances. The Project may include work under the Release Order, work by others under other contracts, and work by CTA.

Project Site. The space available to the Contractor for performance of installation activities, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built and may include equipment and material storage areas as well as areas that provide access thereto.

Punch List. A formal comprehensive list of incomplete or deficient Work, prepared by the General Manager, System Maintenance or his designee.

Schedule. The schedule for the performance of the Contractor's Work, as provided in the Release Order.

Release Order. The executed Release Order for each Project.

Schedule. The schedule for the performance of the Contractor's Work, as provided in the Release Order.

Web-based Project Management System. Project management system accessed via the internet that allows project participants to communicate, collaborate and exchange data via Project-dedicated websites. The Web-based Project Management System provides comprehensive logging and tracking of time-sensitive items such as RFI's (Request for Information) and Submittals, automated reporting, electronic document management, common document storage and reference, forms and data audit trail, project participant accountability, and facile, real-time access to project information via the internet.

Work. The Scope of Work identified in the Release Order.

3. QUALIFIED CONTRACTORS

- 3.1 It is the specific intent that qualified Bidding Contractors shall satisfy the following requirements.
- a. Shall maintain a permanent place of business;
 - b. Shall have adequate tools and equipment to do the work properly and expeditiously within the specified time;
 - c. Shall customarily execute the majority of the work by trade personnel on direct payroll;
 - d. All Contractors and subcontractors shall be licensed and bonded or registered in compliance with the regulations of the Municipality of Chicago or where the work site is located and within the Metropolitan Transit Area;
 - e. Have suitable financial assets to meet obligations incidental to the work.
 - f. Have appropriate technical experience, and shall present evidence of familiarity with this type of work if requested by the CTA.
 - g. Shall be responsible for the entire work until completed and accepted by the CTA. The CTA will not recognize other parties engaged on the contract work.
 - h. Shall have staff trained in lead abatement and maintain proper certifications for that work throughout the contract's duration.
- 3.2 The Contractor shall have qualified and skilled personnel necessary to perform the quality of painting work required and at the time required, including emergencies that may arise.
- 3.3 The Contractor shall have all the necessary tools, equipment and appurtenances considered "Tools of the Trade" required to perform the work in the best tradition of the industry and to the satisfaction of the CTA.
- 3.4 The contractor shall provide performance history verifying successful use of epoxy-based mastic coating in the field. The coating shall have been successfully used on at least ten (10) projects which required at least 100 gallons per project. The performance history shall be for a minimum of three (3) years in a similar environment as the intended use.

4. INSPECTION OF WORK TO BE DONE

In addition to the scope of work, the General Manager, System Maintenance, or designee, may hold a joint inspection of the work to be done with each job to verify conditions of the work location.

5. INDEPENDENT CONTRACTOR

The Contractor must perform the Work under this Contract as a non-exclusive independent contractor, and nothing herein is intended or shall be construed to create any partnership, agency, or joint venture relationship between CTA and the Contractor. Neither the Contractor nor its employees of any of them, shall be deemed for any purpose to be employees of CTA. The Contractor is solely responsible for the withholding or payment of all applicable Federal, State, and local personal income taxes, social security taxes, unemployment and sickness disability insurance, and other payroll taxes with respect to the Contractor's employees.

6. RIGHT OF ENTRY.

The Contractor, and any of its officers, employees, agents, will be permitted to enter upon any part of the Project Site in connection with the performance of the Work, subject to the terms and conditions contained herein. Consent to enter upon all or any part of the Project Site given by CTA will not create, nor be deemed to imply the creation of, any additional responsibilities on the part of CTA. The Contractor will use, and will cause each of its officers, employees, agents, and Subcontractors, to use the highest degree of care when entering the Project Site. The Contractor must comply and will cause each of its officers, employees, agents, and Subcontractors, to comply with, any and all instructions and requirements for the use of such property. If the Contractor causes damage to CTA property, the Contractor must at the option of the General Manager, Purchasing either 1) pay the cost of repair of the damage, or 2) repair or replace the damaged property. The Contractor must not erect signs or advertising media of any nature on the Project Site without written approval of CTA.

7. STANDARDS OF PERFORMANCE.

The Contractor must:

- a. Provide and pay for all materials, labor, tools, transportation, equipment, and other facilities for execution and completion of the Work.
- b. Make no substitutions of materials, articles, or processes required under the Release Order without obtaining written approval from CTA.
- c. At all times enforce strict discipline and good order among employees.
- d. Perform labor in the best, most workmanlike manner by mechanics skilled in their respective trades.
- e. Remove from the Project, upon notice from the General Manager, System Maintenance, or his designee, personnel whose work is unsatisfactory to the General Manager, System Maintenance, or his designee for reasons of carelessness, failure to adhere to safety requirements, incompetence, lack of skill, or otherwise objectionable behavior.
- f. Perform all cutting, patching, and fitting of Work so that the several parts of this Release Order and the existing work come together and fit properly.

8. CORRECTION OF WORK.

The Contractor must promptly remove from the premises all Work identified by CTA as failing to conform to the Release Order and subsequent release order(s) pursuant to the Release Order. It must then promptly replace and re-execute the Work according to the Release Order and subsequent release order(s) and without expense to CTA.

If the Contractor fails to remove such non-conforming Work within a reasonable time, as determined by the General Manager, System Maintenance, or his designee and communicated to the Contractor by written notice, CTA may remove the non-conforming Work and store the materials as an expense of this Release Order. If the Contractor fails to pay expenses of such removal within fourteen days thereafter, CTA may, upon fourteen (14) days' written notice, sell such materials at auction, by public bid, or at private sale and will account for net proceeds thereof after deducting all costs and expenses that should have been borne by the Contractor.

If the Contractor fails to execute Work including repair, replacement, correction, and removal of damaged or defective work, ordered in writing by the General Manager, System Maintenance, or his designee, the General Manager, System Maintenance, or his designee may, at the expiration of 48 hours, give written notice to the Contractor, and proceed to execute the Work as deemed necessary, and CTA will deduct the cost thereof from compensation due or that may become due the Contractor under the Contract.

9. WARRANTIES.

The Contractor must warrant all Work to be performed and all materials to be furnished under the Release Order against defects in materials or workmanship for a period of one (1) year from the date of Final Acceptance of the Work or portion of the Work, unless a longer warranty period is specified, in which case the longer warranty period will apply, or unless the defect is a latent defect, in which case the longest period allowed by law will apply.

10. GENERAL INSPECTION.

CTA will at all times have access to the Project Site. Accordingly, the Contractor must provide proper facilities for safe access to allow proper inspection of the Work.

If the Release Order, subsequent release order(s) pursuant to the Contract, CTA's instructions, laws, ordinances or any public authority require certain Work to be tested or approved, the Contractor must give the General Manager, System Maintenance, or his designee timely notice of its readiness for inspection and notify the General Manager, System Maintenance, or his designee of the inspection date.

Inspections by CTA are required. If any work is covered up without CTA's approval or consent, the Contractor will, if CTA requires, uncover the work for examination at no expense to CTA.

10. GENERAL INSPECTION. (Continued)

For work requiring inspection or approval before continuing with subsequent work, the Contractor must notify the proper authorities and agencies that have jurisdiction over the Project site and secure the necessary inspections and approvals.

The Contractor must maintain a written record of deficiencies observed as the work progresses, and during periodic, regular inspections. The Contractor must make this written record available for CTA's inspection. The Contractor must correct deficiencies before any particular trade leaves the project.

CTA has full power to reject any and all material or equipment that fails to meet the requirements of the Release Order and subsequent release order(s) pursuant to the Contract. The Contractor must promptly remove all such material or equipment from the Work under the Release Order, without additional cost to CTA.

11. PERSONNEL.

The Contractor must, immediately upon receiving a fully executed copy of the Release Order, assign and maintain during the term of the Release Order and any extension of it, an adequate staff of competent personnel who are fully equipped, licensed as appropriate, available as needed, qualified, and assigned exclusively to perform the Work. If, in the General Manager, System Maintenance, or his designee's opinion, the performance of Contractor personnel is at an unacceptable level, such personnel may no longer be assigned to this Project, and the Contractor must furnish to the General Manager, System Maintenance, or his designee the name of a substitute person or persons in accordance with the previous paragraph. The Contractor must employ only competent and efficient laborers, mechanics, or artisans; and if, in the opinion of the General Manager, System Maintenance, or his designee, any such worker is careless, incompetent, violates safety or security rules, obstructs the progress of the Work, acts contrary to instructions, acts improperly, or fails to follow the safety requirements of this Contract or the Release Order, the Contractor must, upon request of the General Manager, System Maintenance, or his designee, discharge or otherwise remove such worker from the Work and must not use such worker again, except with the written consent of the General Manager, System Maintenance, or his designee. The Contractor must not permit any person to enter any part of the Work or any buildings connected therewith who is under the influence of intoxicating beverages or controlled substances.

12. SUPERVISION.

The Contractor must personally superintend the Work or must have a competent person at the site at all times to act on its behalf. The Contractor must have a full-time experienced and qualified project manager assigned to the Contract.

13. SCHEDULE.

TIME IS OF THE ESSENCE. The Contractor agrees to begin the Work in conformity with the provisions set forth herein in addition to the terms and conditions provided in the Contract and to prosecute the same with all due diligence, so as to achieve Substantial Completion of the Work within the time indicated on the Release Order(s) and achieve Final Acceptance of the Work within thirty (30) days after receipt of the Punch List.

15. SUBMITTALS.

If required by the Release Order, the Contractor must prepare shop drawings that establish the actual detail of the Work, indicate proper relation to adjoining work, amplify design details of all general, mechanical, and electrical equipment in proper relation to verified physical spaces, and incorporate minor changes of design or construction to suit actual conditions and post such shop drawings to the Web-based Project Management System. The Contractor must fully describe all materials and equipment incorporated into the Work. Contractor's submissions must also include manufacturer's specifications. The Contractor must submit for review all shop drawings, brochures, product data, samples and all other items called for under the Release Order, release order(s), or required by CTA to be submitted for prior review and approval. The Contractors must make submissions promptly and in a sequence that avoids delay in the Work.

16. DAILY PROGRESS REPORTS.

The Contractor must prepare and submit to CTA daily progress reports on the various parts of the Work, including in the report the number of workers and the classification of the trades involved, equipment used, and any pertinent information regarding possible delays in the Work.

17 SUBSTANTIAL COMPLETION; PUNCH LIST

The Contractor shall notify the General Manager, System Maintenance or his designee when the Work is substantially complete. After receipt of such notice, CTA will inspect the Work and issue a Punch List. The Contractor will begin Punch List Work immediately after receipt of the Punch List, must prosecute that Work continuously, and must complete all Punch List Work within thirty (30) days after CTA sends the Punch list to the Contractor. CTA may, but is not obligated, to complete Punch List Work not performed by the Contractor within the thirty (30) days, and CTA will deduct the cost of such work from the Contract Price. The issuance of the Punch List in no way relieves the Contractor from guarantee/warranty work or from incomplete or deficient Work that may be found after the issuance of the Punch List.

18. PROTECTION OF PROJECT SITE AND ADJACENT PROPERTY

The Contractor must properly protect CTA's Project Site and all adjacent property and must take all necessary precautions for the safety of all persons on or near the Project Site. The Contractor must promptly remedy all damage or loss to original condition at no additional cost to CTA. The Contractor must furnish all temporary work required to keep in operation all requisite lights, guards, temporary heat to prevent freezing, temporary scaffold, sidewalks, fences, and other safeguards for the protection of the Work and safety of the premises and the public.

19 PROTECTION OF WORK AND PERSONS.

The Contractor must maintain adequate protection of all Work under construction, and protect all persons affected by the Work. In particular, the Contractor must protect all Work and materials and equipment to be incorporated into the Work, whether in storage, on or off the Project Site, that is under the care, custody, or control of the Contractor.

The Contractor must take all precautions to render all portions of the Work secure in every respect, and to decrease the possibility of, or liability for, accidents from any cause, and to avoid contingencies that are liable to delay the completion of the Work. The Contractor must furnish and install, subject to the General Manager, System Maintenance, or his designee's approval, all necessary facilities to provide safe means of access to all points where the Work is being performed, and make all necessary provisions to ensure the safety of workers, CTA personnel, and inspectors during the performance of the Work.

20. HEALTH AND SAFETY.

The Contractor must take all necessary precautions for safety of the employees on the Project Site and must take all actions to prevent accidents or injury to persons on, about, or adjacent to the premises where Work is being performed. The Contractor must designate responsible members of its organization, in such numbers as are necessary, whose duties will be prevention of accidents. The Contractor must report the name, position, and qualifications of person(s) so designated to the General Manager, System Maintenance, or his designee. The Contractor has sole and complete responsibility for implementation of a safety program. The Contractor's safety program must, at a minimum, meet the requirements of the "Chicago Transit Authority Safety Manual for Contract Construction," which is incorporated by reference and made a part of this Release Order. The Contractor's safety program must be submitted to the General Manager, System Maintenance, or his designee before the start of the Work. The Contractor must require each employee to attend a formal "New Employee Orientation" prior to the employee starting on the Work. Although the General Manager, System Maintenance, or his designee may observe construction and give the Contractor opinions and suggestions about safety defects and deficiencies, CTA will not be responsible for any unsafe working conditions. The General Manager, System Maintenance, or his designee's suggestions on safety, if any, will in no way relieve the Contractor of its responsibility for safety on the Project. The Contractor will have sole responsibility for safety.

20. HEALTH AND SAFETY. (Continued)

The Contractor must comply with all applicable federal, state and local health and safety and building laws and codes. Such laws, codes, acts and rules and the applicable parts thereof are considered part of this Release Order. The Contractor must keep on the Project Site, completely equipped first aid kits readily accessible at all times. The Contractor must designate a person on each shift, to be in charge of first aid and must cause such person to receive proper instructions therein.

21. EQUIPMENT AND FALSEWORK.

Temporary Stairs, Ladders and Equipment:

- a. The Contractor must furnish and maintain all equipment such as temporary ladders, ramps, runways, hoists, scaffolding, and similar items required for proper execution of Work. All such apparatus, equipment and construction must meet all requirements of Federal, State and local laws concerning the safety and protection of employees.
- b. The Contractor must not erect hoists, scaffolding, or other equipment at such locations as interfere with, or affect general construction or progress of other trades.
- c. The Contractor must locate hoists, scaffolding, or other equipment at sufficient distance from exterior walls to prevent staining or marring of any permanent Work.
- d. The Contractor must lower all suspended scaffolding and staging to ground level at the end of each day that the Contractor works.

Temporary Barricades and Enclosures:

- a. The Contractor must provide temporary barricades or enclosures as required during the progress of the Work.
- b. The Contractor must provide temporary work screens or enclosures, erected and maintained by the Contractor, to separate pedestrian or vehicular traffic and building areas free of noise, debris, dirt, etc. resulting from the Work, including provision of all required protection for passers by and building occupants against all danger of injury, including all night and warning lighting.
- c. The Contractor must erect and maintain all protective measures in accordance with the requirements of Federal, State and local authorities.

21. INJURIES TO CONTRACTOR'S EMPLOYEES.

In case of accident, the Contractor must immediately furnish the General Manager, System Maintenance, with full data relative to the accident. The Contractor must comply with all laws, ordinances, codes, rules and regulations relative to health, safety and the prevention of accidents.

22. FIRE PROTECTION.

The Contractor must comply with local fire regulations and with specific requirements of CTA. The Contractor must provide an ample number of fire extinguishers rated for the specific potential fire hazards present on the site. The Contractor must not bring onto the individual Project Site (each work area) more than one (1) day's supply of flammable liquids including oil, gasoline, paint or solvent for use that day. The Contractor must provide and use UL approved safety cans for all liquids with flash point 110 degrees F or below. It must also store bulk supplies of flammable liquids well removed from structures and storage yards. The Contractor must not allow any open fires. More detailed requirements are included in the Release Order.

23. STREET CLOSURES AND SIDEWALKS.

The Contractor must conduct work so as not to render dangerous or unnecessarily obstruct any public way, street, alley, any bus movement, or any other vehicular movement. The Contractor must provide all materials, labor, and perform all work necessary for the diversion of traffic and the construction and maintenance of alternate roadways for the diversion of traffic. The Contractor must submit traffic control plans and procedures to the General Manager, System Maintenance, or his designee for approval prior to the commencement of any street closures. The Contractor must provide signs, barricades, lights, and other necessary devices, meeting requirements of IDOT. In the event of street closures, the Contractor must provide CTA with a minimum of two (2) weeks' advance notice of the locations, dates, and times for which street and/or lane closing is required. CTA's contact will be the General Manager, System Maintenance, or his designee. The Contractor must make every effort to keep street closures to a minimum. The Contractor must obtain, at its own expense, all permits from the City of Chicago, Department of Transportation (CDOT), or other municipalities in which the Project is located before any streets are closed to carry out the Work described in the Contract. Prior to submitting plans and procedures to CDOT or other municipality, the Contractor must receive approval of the plans and procedures from the General Manager, System Maintenance, or his designee. The Contractor must place all materials or equipment used in the performance of the Contract so as to safeguard the Work and allow free access to adjacent property as well as to all fire hydrants, water valves, gas valves, manholes and other appurtenances that are a part of the various services. Before reopening a closed street, or other public way the Contractor must clean all debris resulting from the conduct of Contractor's work.

24. CTA OPERATIONS.

CTA is an operating bus and rail transit system. The Contractor must coordinate all construction activities, take all precautions and instruct all personnel of the conditions and hazards involved. The Contractor must adhere to rail right-of-way operating requirements, flagging, slow zones, single track, and allowable hours of construction along with all safety requirements. All personnel working within 50 feet of CTA's right of way or operating equipment must have current rail safety training and carry a valid Rail Safety Tour identification card.

25. PERMITS

Contractor shall obtain and pay for all permits that may be required by any municipality or other governing body for doing the work of this nature within their confines.²⁶ SAFETY TRAINING FOR CONTRACTOR PERSONNEL

The "third rail" on the CTA's rapid transit track system is energized at an electric potential of 600 VDC. All contractor personnel who will be in the general relative area of the CTA's "third rail" shall be required to attend, and pass, a mandatory one day safety training class taught by CTA personnel at a CTA facility located in the Chicago area. Upon successful passage of the class, each individual will be issued a CTA Rail Safety Pass. The individual must then wear and clearly display the Rail Safety Pass whenever the individual will be in the area of the CTA's "third rail". The rail safety pass is valid for a period of one (1) year after its date of issue. For an individual to obtain another Rail Safety Pass, if required, the individual must again attend, and pass, the CTA's rail safety training class. The cost for each individual to attend the CTA's rail safety training class is \$200.00, which must be paid in advance to the CTA. Any contractor personnel sighted in the area of the "third rail" without clearly displaying their Rail Safety Pass will be immediately required to leave CTA property and could subject contractor to possible fine(s) and/or contract termination. If required, additional information on the CTA's "third rail" safety training class can be obtained by contacting the CTA's Procurement Administrator (whose name is listed on the front page of the Contract Document) handling a specific contract.²⁷

CONTRACTORS RESPONSIBILITY

Contractor's personnel shall be trained and qualified in their respective duties and have a neat professional appearance, preferably with a Contractor's labeled uniform.

All Contractor employees must comply with all CTA safety rules and regulations and are required to visually display proper identification while performing work on CTA property. Contractor employees must also comply with applicable OSHA requirements. Proper ID's shall consist of a CTA property pass, photo ID card, and a rail safety pass for employees working on platforms, rail stations, or around the third rail track. Violation of these requirements shall be sufficient cause to cancel contract.

Obtaining and distribution of proper identification cards is the Contractor's responsibility. Information on CTA property passes and photo identification cards can be obtained by contacting the Procurement Administrator listed on the front page of the Contract Document.

28. ADDITIONAL INFORMATION FOR POTENTIAL BIDDERS

Bidders requiring additional information shall contact the Procurement Administrator listed on the front page of this Contract Document. Potential bidders requiring additional information from a person or persons listed in the Special Conditions must route their request through the Procurement Administrator. Potential bidders who contact any CTA personnel other than the Procurement Administrator will be considered in violation of the provisions of the Contract Document.

SM - Initial Spec. - 08/31/11
CM – Revised Spec 11/1/11

PROPOSAL

SPECIFICATION NO. CTA 6636-11

CONTRACT NO. B11FT04106R

By execution of this Proposal, the undersigned offers, in accordance with the terms of the Contract Documents of which this Proposal is a part, to furnish all labor, material, tools, equipment and insurance required to perform various painting services as required at various CTA locations, F.O.B. Destination, as described in these General and Special Conditions and Detail Specification No. CTA 6636-11, at the firm price rates as stated below. This contract shall become effective on the date of execution and shall continue in effect for a period of twenty-four (24) months with up to two (2) additional one (1) year option years that may be exercised if CTA so elects.

- A. Price firm for the full two (2) year Contract period: _____.
- B. Price firm for one (1) year with _____% maximum escalation starting with the second 12 months of the Contract period.
- C. OPTION YEAR ONE: Escalated prices with _____% maximum ceiling on escalation (in addition to any escalation stated above and approved for the second 12 months) starting with the third 12 months.
- D. OPTION YEAR TWO: Escalated prices with _____% maximum ceiling on escalation (in addition to any escalation stated above and approved for the third 12 months) starting with the fourth 12 months.

***NOTE:** All requests for price increases, if any, must give CTA a written thirty (30) day advance notice before the price increase is to go into effect.

LABOR RATES:

	Mon-Fri 8 hour day	Mon-Fri beyond 8 hr. day	Saturday 8 hr. day	Saturday beyond 8 hr. day	Sunday & holiday 8 hr. day	Sunday & holiday beyond 8 hr. day
Painter	\$ _____ / hr.	\$ _____ / hr.	\$ _____ / hr.	\$ _____ / hr.	\$ _____ / hr.	\$ _____ / hr.
Laborer	\$ _____ / hr.	\$ _____ / hr.	\$ _____ / hr.	\$ _____ / hr.	\$ _____ / hr.	\$ _____ / hr.

PROPOSAL (Continued)

SPECIFICATION NO. CTA 6636-11

CONTRACT NO. B11FT04106R

MATERIAL/PARTS: _____ % Mark-up on Contractor's costs (Pricing to reflect material and parts purchases. The percentage charge to be added to actual cost of replacement parts, material, etc. furnished by the Contractor.)

MOBILIZATION CHARGE: To apply only to **emergency work** by authorized CTA personnel and is limited to one charge per emergency occurrence. Note: The flat rate is to apply to any of the given service location on any given day and is to be fully loaded for labor and mileage expenses required to show up at the facility. No additional expense will be allowed to arrive at the jobsite. Hourly labor charges would apply after the Contractor has reached the facility and begun actual repair work.

\$ _____ each occurrence

NAME OF COMPANY BIDDING: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PERSON TO CONTACT NORMAL HOURS: _____ PHONE NO: _____

PERSON TO CONTACT AFTER HOURS: _____ PHONE NO: _____

E-MAIL ADDRESS FOR RELEASE(S): _____

GENERAL E-MAIL ADDRESS IF DIFFERENT FROM ABOVE: _____

TERMS: DISCOUNT: _____ % _____ DAYS, NET _____ DAYS

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 Illinois Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, the Federal Acquisition Regulation System ("FAR"), Procedures for Transportation Workplace Drug & Alcohol Testing Programs, 49 CFR 40, and Prevention of Alcohol Misuse & Prohibited Drug Use in Transit Operation, 49 CFR 655, _____ ("Contractor") certifies to the best of its knowledge and belief that it and its principals:

1. Maintain a workplace(s) (i.e. the site(s) for the performance of work done by the Contractor in connection with this contract) safe and free from "controlled substances" as described in the Controlled Substances Act (21 U.S.C. 812) and as further described in regulations 21 CFR 1308.11 - 1308.15.
2. Have neither been convicted, including entering a plea of 'nolo contendere,' nor had sentence imposed by any judicial body charged with the responsibility to determine violations of Federal or State criminal drug statutes.
3. Publish and give notice to its employees and sub-contractors that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace, and also that actions will be taken against any and all employees and sub-contractors found to be 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:
 - a. Operating a revenue service vehicle, including when not in revenue service;
 - b. Operating a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
 - c. Controlling dispatch or movement of a revenue service vehicle;
 - d. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service; or
 - e. Carrying a firearm for security purposes.
7. Have in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 *et seq.*) to be filed with the Authority and made available to the general public, or have in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 365/1 *et seq.*).
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 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, the Illinois Substance Abuse Prevention on Public Works Projects Act, 49 CFR 40 or 49 CFR 655, may render the Contractor subject to any or all of the following: suspension of payments, termination of contract for default, suspension or debarment.

Signature and Title of Authorized Official

Date

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

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

its principles:

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

THE PRIMARY PARTICIPANT (APPLICANT OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT) _____ CERTIFIES OR
(Company name)
AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 *ET SEQ.* ARE APPLICABLE THERETO.

(Signature and Title of Authorized Official)

If you are unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

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

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

its principles:

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

THE LOWER TIER PARTICIPANT (APPLICANT OR POTENTIAL CONTRACTOR FOR A MAJOR
THIRD PARTY CONTRACT) _____ CERTIFIES
(Company name)
OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS
SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF
31 U.S.C. SECTIONS 3801 *ET SEQ.* ARE APPLICABLE THERETO.

(Signature and Title of Authorized Official)

If you are unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

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

Executed this _____ day of _____, 20_____.

By: _____
(Type or print name of contractor)

(Signature of authorized officer)

(Title of authorized officer)

BUY AMERICA CERTIFICATION

Bidder must certify compliance or non-compliance for sections 165(a) and 165(b)(3). Failure to provide the certification will result in your bid being declared non-responsive to the invitation for bids and rejected. Details regarding these certifications may be found in the preceding section entitled "49 CFR Part 661 – Buy America Requirement".

Certificate of Compliance with Section 165(a)

The bidder hereby certifies that it will comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR part 661.

Signature _____ Date _____

Title _____ Company Name _____

Certificate of Non-Compliance with Section 165(a)

The bidder hereby certifies that it cannot comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirements pursuant to section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982 and regulations in 49 CFR 661.7.

Signature _____ Date _____

Title _____ Company Name _____

Certificate of Compliance with section 165(b)(3)

The bidder hereby certifies that it will comply with the requirements of section 165(b) (3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11.

Signature _____ Date _____

Title _____ Company Name _____

Certificate of Non-Compliance with section 165(b)(3)

The bidder hereby certifies that it cannot comply with the requirements of section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR 661.7.

Signature _____ Date _____

Title _____ Company Name _____

PROPOSAL (Continued)
TO BE EXECUTED BY A CORPORATION

The undersigned hereby acknowledges having received a full set of CONTRACT DOCUMENTS (Requirements for Bidding and Instructions to Bidders; General Conditions; Standard Government Requirements; Special Conditions Disadvantaged Business Enterprise Commitment; Special Conditions, if any, issued with the specifications; and all other forms, certificates, and documents issued with the specifications) AND ADDENDA NOS. (none unless indicated here)

BIDDER MUST INSERT ADDENDA NUMBERS HERE - IF ANY

And the undersigned agrees, if awarded the contract, to perform the contract in accordance with the terms and conditions of the Contract Documents and Addenda, if any, thereto. Notice to the undersigned may be served by mailing to the address hereinafter set forth.

FURTHER, THE UNDERSIGNED, BEING DULY SWORN, DEPOSES AND STATES ON OATH THAT the undersigned has not entered into any agreement with any other bidder or prospective bidder or with any other person, firm or corporation relating to the price or prices named within the undersigned proposal or any other proposal, nor any agreement or arrangement under which any person, firm or corporation is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders, and has not disclosed to any person, firm or corporation the terms of the undersigned's proposal or the price or prices named herein. As required by Section 33E-11 of the Illinois Criminal Code of 1961, as amended (the "Act"), the undersigned certifies that the undersigned contractor or any agent, partner, employee or officer of the contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of either bid-rigging in violation of Section 3 of Article 33E or bid-rotating in violation of Section 4 of Article 33E of the Act or any similar offenses of any state or the United States that contain the same elements as the offenses of bid-rigging or bid-rotating.

Name of Corporation: _____
(Print or Type Name of Corporation)

Business Address: _____
(Print or Type Street, City, State and Zip Code)

BY: _____
SIGNATURE OF AUTHORIZED OFFICER*

Title of Signatory: _____
(Print or Type)

*Note: If signed by any person other than the corporate President or Vice President, a certified copy of a resolution or by-law authorizing such person to sign must accompany this Proposal.

State of _____

County of _____

Signed and Sworn to before me on:

by _____
(Printed name of Authorized Officer)

(Signature of Notary Public)

(NOTARIAL SEAL)

IF BIDDER IS A CORPORATION - THIS PAGE MUST BE EXECUTED

PROPOSAL (Continued)
TO BE EXECUTED BY A SOLE PROPRIETOR

The undersigned hereby acknowledges having received a full set of CONTRACT DOCUMENTS (Requirements for bidding and Instructions to Bidders; General Conditions; Standard Government Requirements; Special Conditions Disadvantaged Business Enterprise Commitment; Special Conditions, if any, issued with the specifications; and all other forms, certificates, and documents issued with the specifications) AND ADDENDA NOS. (none unless indicated here)

BIDDER MUST INSERT ADDENDA NUMBERS HERE - IF ANY

And the undersigned agrees, if awarded the contract, to perform the contract in accordance with the terms and conditions of the Contract Documents and Addenda, if any, thereto. Notice to the undersigned may be served by mailing to the address hereinafter set forth.

FURTHER, THE UNDERSIGNED, BEING DULY SWORN, DEPOSES AND STATES ON OATH THAT the undersigned has not entered into any agreement with any other bidder or prospective bidder or with any other person, firm or corporation relating to the price or prices named within the undersigned proposal or any other proposal, nor any agreement or arrangement under which any person, firm or corporation is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders, and has not disclosed to any person, firm or corporation the terms of the undersigned's proposal or the price or prices named herein. As required by Section 33E-11 of the Illinois Criminal Code of 1961, as amended (the "Act"), the undersigned certifies that the undersigned contractor or any agent, partner, employee or officer of the contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of either bid-rigging in violation of Section 3 of Article 33E or bid-rotating in violation of Section 4 of Article 33E of the Act or any similar offenses of any state or the United States that contain the same elements as the offenses of bid-rigging or bid-rotating.

Signature of Bidder: _____
(Signature of Bidder)

Name of Bidder: _____
(Print or Type)

Business Address: _____
(Print or Type Street Address)

(Print or Type City, State and Zip Code)

State of _____

County of _____

Signed and Sworn to before me on:

by _____
(Printed name of Authorized Officer)

(Signature of Notary Public)

(NOTARIAL SEAL)

IF BIDDER IS A SOLE PROPRIETOR - THIS PAGE MUST BE EXECUTED

PROPOSAL (Continued)
TO BE EXECUTED BY PARTNERSHIP OR JOINT VENTURE

The undersigned hereby acknowledges having received a full set of CONTRACT DOCUMENTS (Requirements for bidding and Instructions to Bidders; General Conditions; Standard Government Requirements; Special Conditions Disadvantaged Business Enterprise Commitment; Special Conditions, if any, issued with the specifications; and all other forms, certificates, and documents issued with the specifications) AND ADDENDA NOS. (none unless indicated here)

BIDDER MUST INSERT ADDENDA NUMBERS HERE - IF ANY

And the undersigned agrees, if awarded the contract, to perform the contract in accordance with the terms and conditions of the Contract Documents and Addenda, if any, thereto. Notice to the undersigned may be served by mailing to the address hereinafter set forth.

FURTHER, THE UNDERSIGNED, BEING DULY SWORN, DEPOSES AND STATES ON OATH THAT the undersigned has not entered into any agreement with any other bidder or prospective bidder or with any other person, firm or corporation relating to the price or prices named within the undersigned proposal or any other proposal, nor any agreement or arrangement under which any person, firm or corporation is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders, and has not disclosed to any person, firm or corporation the terms of the undersigned's proposal or the price or prices named herein. As required by Section 33E-11 of the Illinois Criminal Code of 1961, as amended (the "Act"), the undersigned certifies that the undersigned contractor or any agent, partner, employee or officer of the contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of either bid-rigging in violation of Section 3 of Article 33E or bid-rotating in violation of Section 4 of Article 33E of the Act or any similar offenses of any state or the United States that contain the same elements as the offenses of bid-rigging or bid-rotating.

Firm Name: _____
(Print or Type Name of Firm)

Business Address: _____
(Print or Type Street Address)

(Print or Type City, State and Zip)

BY SIGNATURE(S):

All Partners or Joint Ventures of the Firm must sign this bid unless one Partner or Joint Venturer is authorized to sign for the Partnership or Joint Venture

(Partner)

(Partner)

(Partner)

(Partner)

(Partner)

State of _____

County of _____

Signed and Sworn to before me on:

by _____
(Printed name of Authorized Officer)

(Signature of Notary Public)

(NOTARIAL SEAL)

DISCLOSURE OF OWNERSHIP

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

1. IF THE BUSINESS IS A CORPORATION, check this box ☐ and complete:

If the shares of the Corporation are not listed on the New York Stock Exchange or any regional exchange, list then name of each person who possesses either nominal or beneficial ownership or 5% or more of the Corporation's stock (list below). If none, type or print "NONE" in space below.

FEIN #:

Corporate Headquarters Address:

City, State, Zip:

State of Incorporation:

Is the Corporation listed on the New York Stock Exchange? ☐ Yes ☐ No

If the corporation is listed on an exchange other than the New York Stock Exchange, the name of the exchange is _____

TYPED OR PRINTED NAME

%INTEREST

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. IF THE BUSINESS IS A PARTNERSHIP, check this box ☐ and complete:

The name of each general, limited or individual partner entitled to receive 5% or more of the profit derived from partnership activities (list below). If none, type or print "NONE" in space below.

TYPED OR PRINTED NAME

%INTEREST

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. IF THE BUSINESS IS A SOLE PROPRIETORSHIP, check this box ☐ and complete:

The name of each person other than the owner entitled to receive 5% or more of the profits derived from the activities of the business (list below). If none, type or print "NONE" in space below.

TYPED OR PRINTED NAME

%INTEREST

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

DISCLOSURE - TO BE COMPLETED BY ALL BIDDERS

PROPOSAL (continued)

ACCEPTANCE

The undersigned, on behalf of Chicago Transit Authority, A Municipal Corporation of the State of Illinois, hereby accepts the foregoing bid items as identified in the Proposal.

Contract Number

Total Amount of Contract \$

Dated this _____ day of _____, 2011, at Chicago, Illinois

Vice President, Purchasing & Warehousing

President

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

Attorney