

CHICAGO TRANSIT AUTHORITY  
Advertisement for Bids

Sealed bids will be received for the following by Chicago Transit Authority at the Bid Office - 2<sup>nd</sup> Floor, 567 W. Lake Street, Chicago, IL, 60661-1498, no later than 11:00 a.m. on Monday, August 15, 2011 at which time all such bids will be opened publicly and read aloud:

- ⇒ Req No: B110P00716, Spec. No. CTA 0058-11  
Furnish All Labor, Materials, Tools, Equipment, Incidentals, Insurance and All Related Items Necessary for the Cleaning of Sewers, Catch Basins, Degreasing Pits, Trenches, Part Washers, Oil Water Separators, Industrial Waste Lift Stations, Industrial Waste Treatment (Dewatering) Buildings, Bus/Train Wash Reclaim Tanks, Engine Cleaning Pits and Associated Triple Basins, Trench and Other Drains in Subway Stations, Floor and Drains in Subway Shafts for Vent and Louvers, Drains in Subway Emergency Exits, Removal of Waste, Power Rodding of Drains and Sewers, and Camera Inspection of the Drains and Sewers as required for a period of (36) months from date of contract execution.

PROPOSAL GUARANTEE: NONE

For additional information, please contact Leonard Kutkowski, Senior Procurement Administrator, 312/681-2658.

Req No: B110P00023, Spec. No. CTA 2820-05(R11)  
Roll Cloth Towel and Dispenser Service as required for a period of (36) months from date of contract execution.

PROPOSAL GUARANTEE: NONE

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

Any contract resulting from this advertisement will be awarded to the lowest responsive and responsible bidder.

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

Chicago Transit Authority hereby 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.

(2)

**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 - 2<sup>nd</sup> Floor, 567 W. Lake Street, Chicago, Illinois 60661-1498.

CHICAGO TRANSIT AUTHORITY

By: Marina Popovic  
Vice President, Purchasing

July 25, 2011



## PROCUREMENT SPECIFICATIONS AND CONTRACT DOCUMENTS FOR:

FURNISH ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, INCIDENTALS, INSURANCE AND ALL RELATED ITEMS NECESSARY FOR THE CLEANING OF SEWERS, CATCH BASINS, DEGREASING PITS, TRENCHES, PART WASHERS, OIL WATER SEPARATORS, INDUSTRIAL WASTE LIFT STATIONS, INDUSTRIAL WASTE TREATMENT (DEWATERING) BUILDINGS, BUS/TRAIN WASH RECLAIM TANKS, ENGINE CLEANING PITS AND ASSOCIATED TRIPLE BASINS, TRENCH AND OTHER DRAINS IN SUBWAY STATIONS, FLOOR AND DRAINS IN SUBWAY SHAFTS FOR VENT AND LOUVERS, DRAINS IN SUBWAY EMERGENCY EXITS, REMOVAL OF WASTE, POWER RODDING OF DRAINS AND SEWERS, AND CAMERA INSPECTION OF THE DRAINS AND SEWERS, AS REQUIRED FOR A PERIOD OF 36 MONTHS FROM DATE OF CONTRACT

**REQUISITION NO.:** B110P00716

**DRAWING NO.:** None

**INSURANCE REQUIRED:** Yes

**SPECIFICATION NO.:** CTA 0058-11

**PROJECT NO.:** None

**BID DEPOSIT AMOUNT:** None Required

### FOR INFORMATION CONTACT:

**Sr. Procurement Administrator:** LEONARD KUTKOWSKI

**Phone Number:** (312) 681-2658

### BID PACKAGES TO BE RETURNED TO:

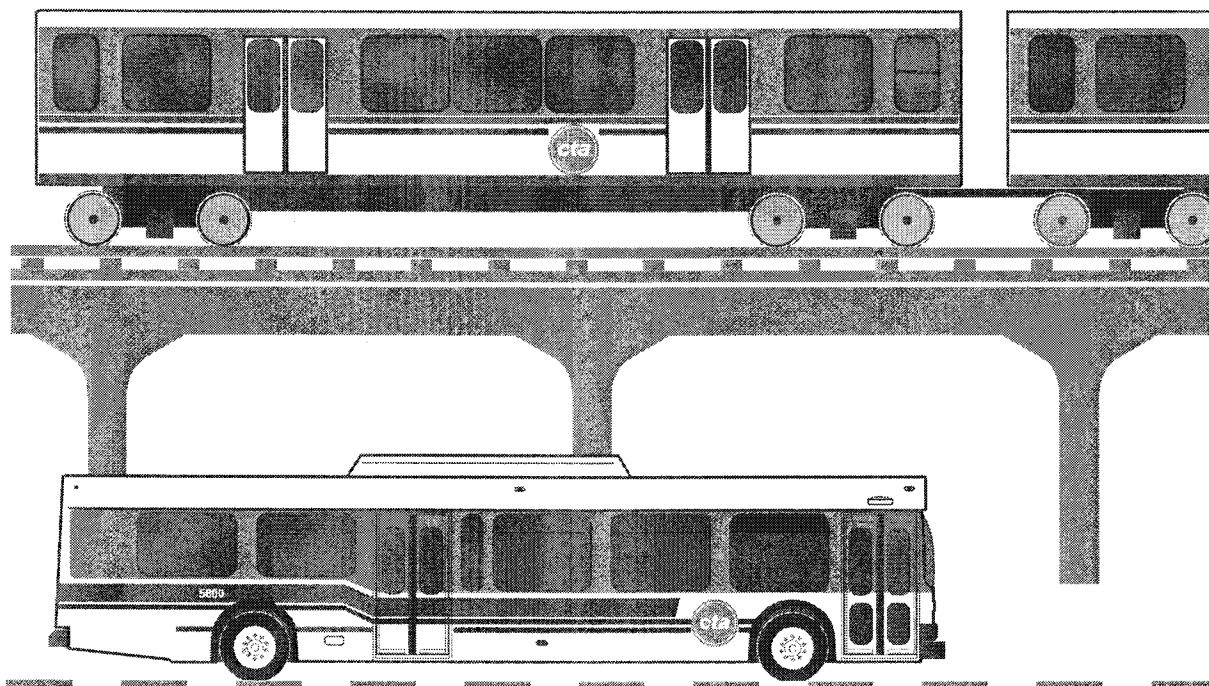
By Mail

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 – 2<sup>nd</sup> 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  
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  
REQUISITION NUMBER: B11OP00716**

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

**Disadvantaged Business Enterprise Goal: 15%**

- C. The DBE participation goal shall be expressed as a percentage of the total contract price. However, in the event this is a revenue generating contract, the DBE participation goal is based on the bidder's operating expenses and not on the total anticipated revenue to be generated by the contract. The bidder may also meet the goal by showing good faith efforts to meet the goal as described in 49 C.F.R. Part 26 and as set forth in Section V below. **Any evidence of good faith efforts must be submitted with the sealed bid or the bid will be rejected in its entirety.**
- D. The DBE participation goal 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.
- E. The goal may be met, as further explained in Section IV 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 V hereof.
- F. A bidder who fails to meet the DBE goal and fails to demonstrate sufficient and reasonable good faith efforts shall not be eligible to be awarded the contract. All documentation of good faith efforts by a bidder **must** be included in the envelope or package containing the bid.
- 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. 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. **"Bid"** includes the following Authority purchasing requests: Invitation for Bids (IFB).
- C. **"Bidder"** includes bidders and contractors. The terms "Bidder" and "Contractor" may be used interchangeably in these Special Conditions.
- D. **"Disadvantaged Business Enterprise" or "DBE"** means a small business certified by the Illinois Universal 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.
- E. **"Directory"** means the Directory of Certified Disadvantaged Business Enterprises maintained and published by 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.
- F. **"Good Faith Efforts"** means efforts to achieve a DBE contract goal as specified in 49 CFR, Part 26 and Section V hereof.
- G. **"IL UCP"** means the Illinois Unified Certification Program.
- H. **"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.
- I. **"Purchasing Agent"** means the Authority employee who holds the position of General Manager, Purchasing, or the successor position.
- J. **"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.
- K. **"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, Kirbati, 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.

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

### III. JOINT VENTURES

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.

### IV. COUNTING DBE PARTICIPATION TOWARD THE CONTRACT GOAL

The inclusion of any DBE by the bidder in its bid documents 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.** 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.

DBE participation shall be counted toward the DBE goal in the contract as follows:

- A. Once a DBE is determined to be eligible in accordance with these rules, the total dollar value of the contract awarded to the DBE may be counted toward the DBE goal except as indicated below.
- B. A bidder may count toward its DBE goal that portion of the total dollar value of a contract 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.
- 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 contract 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 contract 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.

#### V. **GOOD FAITH EFFORTS**

In order to be responsive, a bidder must make good faith efforts to meet the DBE participation goal set forth in the contract. The bidder must document the good faith efforts it made in that regard. Thus, the Bid submitted to the Authority must be accompanied by written documentation prepared by the bidder evidencing all of its sufficient and reasonable good faith efforts toward fulfilling 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 bid 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 bids 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.

## **VI. GOOD FAITH EFFORTS RECONSIDERATION**

If it is determined that the apparent successful low bidders have failed to meet the requirements of the contract goal/good faith efforts, 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.**
- 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 or its funding agencies.
- 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.

## VII. PROCEDURE TO DETERMINE BID COMPLIANCE

The bidder must complete and sign Schedule D to the Contract documents and must sign Schedule C. If the bidder is a joint venture, the bidder **MUST** complete and sign Schedule B. Schedule C **MUST** be completed and signed by the DBE subcontractor(s). All three Schedules **MUST** be submitted at the same time as or prior to submittal of the sealed bid. In addition, any documentation evidencing the bidder's good faith efforts to meet the contract DBE goal must be submitted with the bid. Any bids submitted without completed and executed Schedules C & D and/or evidence of good faith efforts, if applicable, 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 or re-certification from the IL UCP should be submitted with the bid. **ALL CERTIFICATIONS BY THE IL UCP MUST BE PRE-CERTIFICATIONS. This means that the DBE's certification must be issued by the IL UCP before the due date for bids.**
- 2. All Letters of Certification or Re-certification issued by the IL UCP must include a statement of the DBE firm's area of specialization and appropriate DBE goal credit (see Section IV. 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. Where a DBE is proposed to perform work not covered by its area of specialization, the DBE firm must request an expansion of its area of specialization from the Authority in writing plus any other documentation required by the Authority to process said request prior to the time set by the Authority for bid opening. Further, the DBE's request must be agreed to by the General Manager, DBE Program, and the DBE firm must be certified prior to **DUE DATE OF BIDS.**

### B. Joint Ventures

- 1. Where the bidder proposes to include in its bid a DBE, which is a joint venturer, the bidder 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.

### **VIII. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT**

- A. The bidder shall, within seven (7) calendar days of contract award, or prior to any work being performed by the DBE subcontractor, execute written 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 seven day period, the bidder must provide a written explanation for the delay and an estimated 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 IX herein.
- B. During the term of annual contracts, 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 address for the General Manager, DBE Program, is: CTA General Manager, Diversity and Small Business Compliance Programs Dept., 567 W. Lake Street, P.O. Box 7562, Chicago, IL 60680-7562.

### **IX. 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 7 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), invoices 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.

#### **X. 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 the opening of bids but prior to contract award. 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 contract award. In that event, bidder must replace the non-responsible DBE subcontractor with a responsible, certified DBE subcontractor or show adequate good faith efforts as set forth Section V hereof, 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 V 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.
- C. 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.

## **XI. NON-COMPLIANCE**

- A. Failure to comply with the DBE requirements of the contract or failure to use DBEs as stated in the bid 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 debarring 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. In addition, federal and state laws apply to false representations, deception and fraud.:

1. Illinois Law. Under Illinois law, it is a Class 2 felony to make certain false representations as to the status of a person or entity in obtaining a governmental contract. In addition, any person convicted of this felony offense must pay to the governmental unit that issued the contract a penalty equal to one and a half times the amount of the contract.  
720 ILCS 5/17-29.
2. Federal Law. False, fraudulent, or deceitful statements made in connection with DBE participation in federal Department of Transportation assisted programs could also result in liability under 49 CFR Part 31, Program Fraud and Civil Remedies and possible prosecution under 18 U.S.C. 1001.

D. 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 VIII 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.

E. 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.

## **XII. 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.

## **XIII. 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 in the Authority's DBE Program Directory, which is available on-line at [www.transitchicago.com](http://www.transitchicago.com) and a hard copy is available at the Authority's Diversity and Small Business Compliance Programs Department Office, 567 West Lake Street, 4<sup>th</sup> floor, Chicago, Illinois 60661-1498.

## DBE Assistance Agencies

*The following agencies are available to prospective bidders for assistance.*

|                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Alliance of Business Leaders &amp; Entrepreneurs (ABLE)</b><br/> 150 N. Michigan Ave., Suite 2800<br/> Chicago, IL 60601<br/> Phone: (312) 624-7733<br/> Fax: (312) 275-7841<br/> Website: <a href="http://www.ablechicago.com">www.ablechicago.com</a><br/> <b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> </ul>                                                                                | <p><b>Black Contractor United (BCU)</b><br/> 400 W. 76<sup>th</sup> St., Suite 200<br/> Chicago, IL 60620<br/> Phone: (773) 483-4000<br/> Fax: (773) 483-4150<br/> Website: <a href="http://www.blackcontractorsunited.com">www.blackcontractorsunited.com</a><br/> <b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> </ul>                                                                                 |
| <p><b>Chatham Business Association (CBA)</b><br/> 8441 S. Cottage Grove Ave.<br/> Chicago, IL 60619<br/> Phone: (773) 994-5006<br/> Fax: (773) 994-9871<br/> Website: <a href="http://www.cbaworks.org">www.cbaworks.org</a><br/> <b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> <li>• Certification Assistance</li> <li>• Technical Assistance</li> </ul>                                             | <p><b>Chicago Minority Business Development Council, Inc. (CMBDC)</b><br/> 105 W. Adams<br/> Chicago, IL 60603<br/> Phone: (312) 755-8880<br/> Fax: (312) 755-8890<br/> Website: <a href="http://www.cmbdc.org">www.cmbdc.org</a><br/> <b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> <li>• Certification Assistance</li> <li>• Technical Assistance</li> </ul>                                          |
| <p><b>Chicago Urban League (CUL)</b><br/> 4510 S. Michigan Ave.<br/> Chicago, IL 60653<br/> Phone: (773) 285-5800<br/> Fax: (773) 285-7772<br/> Website: <a href="http://www.thechicagourbanleague.org">www.thechicagourbanleague.org</a><br/> <b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> </ul>                                                                                                    | <p><b>Federation of Women Contractors (FWC)</b><br/> 5650 S. Archer Ave.<br/> Chicago, IL 60638<br/> Phone: (312) 360-1122<br/> Fax: (312) 360-0239<br/> Website: <a href="http://www.fwcchicago.com">www.fwcchicago.com</a><br/> <b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> </ul>                                                                                                                   |
| <p><b>Hispanic-American Construction Industry Association (HACIA)</b><br/> 901 West Jackson Blvd., Suite 205<br/> Chicago, IL 60607<br/> Phone: (312) 666-5910 ext. 22<br/> Fax: (312) 666-5692<br/> Website: <a href="http://www.haciaworks.org">www.haciaworks.org</a><br/> <b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> <li>• Certification Assistance</li> <li>• Technical Assistance</li> </ul> | <p><b>Illinois Hispanic Chamber of Commerce (IHCC)</b><br/> 111 W. Washington Blvd., Suite 1600<br/> Chicago, IL 60602<br/> Phone: (312) 425-9500 / (312) 492-9960<br/> Fax: (312) 425-9510<br/> Website: <a href="http://www.ihccbbusiness.net">www.ihccbbusiness.net</a><br/> <b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> <li>• Certification Assistance</li> <li>• Technical Assistance</li> </ul> |



## DBE Assistance Agencies (Continued)

|                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Philippine American Chamber of Commerce of Greater Chicago (PACCGC)</b><br/> 3413 N. Milwaukee Ave.<br/> Chicago, IL 60641<br/> Phone: (773) 545-4330<br/> Fax: (773) 545-4373<br/> Website: <a href="http://www.paccgc.org">www.paccgc.org</a></p> <p><b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> <li>• Certification Assistance</li> <li>• Technical Assistance</li> </ul> | <p><b>Women's Business Development Center (WBDC)</b><br/> 8 S. Michigan Ave., 4<sup>th</sup> Floor<br/> Chicago, IL 60603<br/> Phone: (312) 853-3477<br/> Fax: (312) 853-0145<br/> Website: <a href="http://www.wbdc.org">www.wbdc.org</a></p> <p><b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> <li>• Certification Assistance</li> <li>• Technical Assistance</li> </ul> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

*Project information and current DBE directory of certified local and out-of-state companies are available.*

|                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Chicago Transit Authority<br/> <b>Project Information</b><br/> c/o Marina Popovic<br/> Purchasing Department<br/> 567 W. Lake St.<br/> P.O. Box 7560<br/> Chicago, IL 60680-7560<br/> Phone: (312) 681-2400<br/> Fax: (312) 681-2405<br/> E-mail: <a href="mailto:mpopovic@transitchicago.com">mpopovic@transitchicago.com</a></p> | <p>Chicago Transit Authority<br/> <b>DBE Directory</b><br/> c/o Enrique Orozco, Jr.<br/> Purchasing &amp; Small Business Compliance Department<br/> 567 W. Lake St.<br/> P.O. Box 7562<br/> Chicago, IL 60680-7562<br/> Phone: (312) 681-2600<br/> Fax: (312) 681-2605<br/> E-mail: <a href="mailto:eorozco@transitchicago.com">eorozco@transitchicago.com</a></p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## 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:

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D. Acquisition of lines of credit:

---

---

---

E. Acquisition and indemnification of payment and performance bonds:

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---

---

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:

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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.*

|                                                    |                                                    |
|----------------------------------------------------|----------------------------------------------------|
| _____<br>Name of DBE Partner Firm                  | _____<br>Name of Non-DBE Partner Firm              |
| _____<br>Signature of Affiant                      | _____<br>Signature of Affiant                      |
| _____<br>Name and Title of Affiant (Type or Print) | _____<br>Name and Title of Affiant (Type or Print) |
| _____<br>Date                                      | _____<br>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**

**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:

| DBE Firm(s) | Description/Type of Work (In Detail) | Dollar Amount of DBE Contract |
|-------------|--------------------------------------|-------------------------------|
|-------------|--------------------------------------|-------------------------------|

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

**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<br>NON-DBE | AGE OF FIRM | GROSS RECEIPT<br>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.

## **BID PROTEST PROCEDURES**

### **SECTION I – AUTHORITY BID PROTEST PROCEDURE**

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

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

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

**B. Definitions for purposes of this section -**

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

**C. Submission of Protest**

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

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

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

**D. Types of Protests and Timing**

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

**1. Protest regarding solicitation**

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

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



## **2. Protests regarding bid evaluation**

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

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

## **3. Protests Regarding Award of Contract**

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

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

## **E. Authority Response**

### **1. Types of Protests**

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

#### **a. Protest regarding solicitation**

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

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

#### **b. Protests regarding bid evaluation**

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

#### **c. Protests after award**

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

## **2. Decisions by Authority**

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

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

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

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

## **SECTION II – FTA BID PROTEST PROCEDURE**

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

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

**CHICAGO TRANSIT AUTHORITY  
INSURANCE AND BOND REQUIREMENTS**  
[Long Form rev. 11/13/09]

REQUISITION NUMBER: **B11OP00716**  
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. forfeiture of bid bond or bid deposit and award of Contract to the next lowest responsible/responsive bidder,
2. debarment or suspension, and
- 3.. 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 location, per project basis by endorsement to the policy.
- D. All policies must provide that the insurer shall not cancel, terminate, reduce or materially change the insurance afforded by the policy unless 30 days written notice of such cancellation, termination, reduction or changes has been mailed to the CTA by certified mail. This language must be endorsed to all policies required by these Insurance Requirements.
- E. 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.
- F. 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.
- G. When any required insurance expires, due to the attainment of a normal expiration date or renewal date, the Contractor shall supply the CTA with a Certificate of Insurance and an Insurance Policy which shall clearly evidence the continuation of coverage in the same manner, with the same limits of protection and scope of coverage as was provided by the previous policy. All renewal, replacement policies, binders, and certificates shall: (i) be in form and substance

satisfactory to the CTA, (ii) be written by carriers acceptable to the CTA, and (iii) satisfy all these Insurance Requirements.

- H. These Insurance Requirements set forth the CTA's minimum acceptable insurance requirements for this contract. If the Contractor desires additional coverages, or higher limits of liability than those set forth in these Insurance Requirements, the Contractor shall be responsible for the acquisition and cost of such additional protection. Such additional insurance coverages and/or higher limits shall also inure to the benefit of the CTA.
- I. If the Contractor cannot have the CTA added as an additional insured with primary coverage to the Contractor's Commercial General Liability, Automobile and Umbrella policy, then Contractor shall purchase the required coverage for the CTA under a separate policy, which must be primary/non-contributory.
- J. 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: Statutory: In form and in accordance with the laws of the State of Illinois.

Coverage B: Employers Liability:

|                    |                                         |
|--------------------|-----------------------------------------|
| <b>\$1,000,000</b> | Bodily Injury by Accident               |
| <b>\$1,000,000</b> | Bodily Injury by Disease, Each Employee |
| <b>\$1,000,000</b> | Bodily Injury by Disease, Policy Limit  |

#### **B. COMPREHENSIVE OR COMMERCIAL GENERAL LIABILITY:**

|                    |                                         |
|--------------------|-----------------------------------------|
| <b>\$2,000,000</b> | General Aggregate (Per Location)        |
| <b>\$2,000,000</b> | Products/Completed Operations Aggregate |
| <b>\$1,000,000</b> | Personal Injury and Advertising Injury  |
| <b>\$1,000,000</b> | 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**

|                    |                                                                                                       |
|--------------------|-------------------------------------------------------------------------------------------------------|
| <b>\$1,000,000</b> | Combined Single Limit (Bodily Injury and Property Damage)                                             |
| <b>N/A</b>         | Uninsured/Underinsured Motorist Including Owned, Non-Owned, Hired and Borrowed Vehicles and Equipment |

**D. UMBRELLA LIABILITY**

|            |                                                                          |
|------------|--------------------------------------------------------------------------|
| <b>N/A</b> | 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**

|            |                                                                        |
|------------|------------------------------------------------------------------------|
| <b>N/A</b> | General Aggregate (Per Location)                                       |
| <b>N/A</b> | Per Occurrence                                                         |
| <b>N/A</b> | 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:**

|                    |                                              |
|--------------------|----------------------------------------------|
| <b>\$2,000,000</b> | Bodily Injury/Property Damage per Occurrence |
| <b>\$6,000,000</b> | Bodily Injury/Property Damage Aggregate      |

**G. BUILDERS RISK INSURANCE**

|            |                                |
|------------|--------------------------------|
| <b>N/A</b> | Limits of Liability            |
| <b>N/A</b> | Maximum Permissible Deductible |

The "Completed Value Form" is required on 100% of contract value.

**H. PROFESSIONAL LIABILITY**

|            |           |
|------------|-----------|
| <b>N/A</b> | Per Claim |
|------------|-----------|

**I. POLLUTION/ENVIRONMENTAL LIABILITY**

|                    |            |
|--------------------|------------|
| <b>\$1,000,000</b> | Occurrence |
|--------------------|------------|

**J. OTHER INSURANCE:**

CTA requires a complete General Liability policy and must be named additional insured.

**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 AVII 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 (Employee Dishonesty):    N/A



# INSURANCE CERTIFICATE OF COVERAGE

Issue Date: \_\_\_\_\_

Named Insured: \_\_\_\_\_ RFP#: \_\_\_\_\_

Specification #: \_\_\_\_\_

Address: \_\_\_\_\_  
(NUMBER & STREET)  
\_\_\_\_\_  
(CITY) (STATE) (ZIP)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<br>All Limits in Thousands                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|---------------|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Commercial General Liability</b><br><input type="checkbox"/> Occurrence <input type="checkbox"/> Claims made<br><input type="checkbox"/> Premise-Operations<br><input type="checkbox"/> Explosion/Collapse<br><input type="checkbox"/> Underground<br><input type="checkbox"/> Products/Completed Operations<br><input type="checkbox"/> Blanket Contractual<br><input type="checkbox"/> Broad Form Property Damage<br><input type="checkbox"/> Independent Contractors<br><input type="checkbox"/> Personal Injury<br><input type="checkbox"/> Pollution<br><b>Commercial General Liability</b><br><b>Form #: CG 00 01 _____</b> |              |               |               | Each Occurrence \$ _____<br>General Aggregate \$ _____<br>Products/Completed Operations Aggregate \$ _____<br>Deductible and/or Self Insured Retention \$ _____ |
| Automobile Liability (Any Auto)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |              |               |               | Each Occurrence \$ _____                                                                                                                                        |
| <b>Excess Liability</b><br><input type="checkbox"/> Umbrella Liability                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |              |               |               | Each Occurrence \$ _____                                                                                                                                        |
| Workers' Compensation and Employer's Liability                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |              |               |               | WC \$ _____<br>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 Compliance  
P.O. Box 7567  
Chicago, IL 60680

Agent/Company Address

Telephone \_\_\_\_\_



**SPECIAL CONDITIONS**  
**SPECIFICATION NO. CTA 0058-11**  
**CONTRACT NO. B11OP00716**

**ELECTRONIC FUND TRANSFER**

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

**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 performance 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-1 for receipt of the release(s). The Contractor is to confirm receipt of release(s) to [PurchasingDepartment@transitchicago.com](mailto:PurchasingDepartment@transitchicago.com). The Contractor is to deliver services within the time stated in the release.

**PERFORMANCE BOND**

None required.

**INSURANCE REQUIREMENTS**

The contractor shall take out and maintain during the life of this Contract, insurance in accordance with the requirements set forth on separate sheet bearing this Specification number and entitled, "Insurance Requirements" and made a part hereof.

**DURATION OF CONTRACT**

This Contract shall become effective on the date of the Contract and will remain in effect for a period of thirty-six (36) months.

**ESTIMATED EXPENDITURES**

Based on previous expenditures, CTA anticipates an expenditure of \$3,000,000.00 on this Contract. This figure is provided for your information only and in no way represents a commitment from CTA to purchase any specific dollar value of work. Periodic releases will be issued over the period of this Contract.

The Contract issued to the successful Bidder will state the total expenditure authorization on the signed acceptance page. Contractor shall notify the Authority in writing when ninety percent (90%) of the total authorization has been expended. Contractor shall not accept any requests for material and/or service in excess of the total contract expenditure authorization unless authorized in writing by the General Manager, Purchasing. Contractor shall be liable for any costs incurred as a result of this failure to notify the Authority or accepting requests not authorized by the General Manager, Purchasing.

**LOCATION OF WORK TO BE PERFORMED- AND SERVICE INTERVALS**

The work will be performed in the Chicago Metropolitan area as designated on each individual release. Attachments A, B C, D, E & F of CTA Specifications 0058-11 lists the current locations that work will be performed. The estimated service intervals are listed in the specifications and/or above mentioned attachments. The CTA reserves the right to cancel service or change service intervals at any location or area within any location and also reserves the right to add new locations and /or areas at the pricing established on the proposal pages.

## **SPECIAL CONDITIONS**

**SPECIFICATION NO. CTA 0058-11**

**CONTRACT NO. B110P00716**

### **PROPOSAL PREPARATION**

The Bidder shall quote the unit prices for all items listed on the proposal pages. This price is to include all labor materials, tools, equipment, incidentals, insurance and all appurtenances necessary to complete the work as described herein. All hourly rates shall be for on-site time except as noted on the proposal pages. The bidder is also to state whether his pricing is firm or subject to escalation, the cash billing discount (if applicable) to the terms of payment, and his waste management approach, to include the final disposal site, for waste transported to an offsite treatment and/or disposal facility.

### **QUALIFIED CONTRACTORS**

The Bidder shall show proof satisfactory to the Chicago Transit Authority, if requested, that he has available the qualified skilled personnel, sufficient equipment and adequate successful experience to perform the work required. Failure to satisfy the CTA on these qualifications shall be cause for rejection of the Bid. It is the specific intent that qualified Bidding Contractors shall satisfy the following requirements:

- has maintained a place of business and has performed work as specified herein for at least five (5) years.
- has qualified and skilled personnel and adequate tools and equipment to do the work properly and expeditiously within the specified time including emergencies that may arise.
- will perform a minimum of 70% of the work with personnel on its company payroll. All subcontracting work must be approved by the CTA at least forty-eight (48) hours in advance.
- has suitable financial status to meet obligations incidental to the work and in accordance with this contract.
- has sufficient technical experience and shall present evidence of familiarity with the work if requested by the Authority.
- has successfully completed other work, similar in magnitude to that described by the specifications within the past twenty-four (24) months.
- shall be responsible for the entire work until completed and accepted by the Authority. The Authority will not recognize any other parties engaged on the contract work.
- shall be licensed and bonded or registered in accordance with regulations of the municipality of Chicago or where the construction site is located within the metropolitan transit area.
- the contractor shall if requested submit data to substantiate his ability to perform the terms of this contract.

## **SPECIAL CONDITIONS**

**SPECIFICATION NO. CTA 0058-11**  
**CONTRACT NO. B11OP00716**

### **PAYMENT**

The Contractor shall submit an invoice for acceptable and approved work performed. Payment to the Contractor will be made within 30 days after approval and final acceptance of the work or within the time stated by the contractor on the proposal page if a cash billing discount is offered. Total payment to be made will be based upon the actual quantities at the unit prices as stated on the proposal pages. Invoices shall show a breakdown of the total number of units at the appropriate unit prices. Contractor to provide proper documentation (meter readings, manifests, invoices etc.) to substantiate the amount of waste transported to at an offsite treatment and/or disposal facility. Contractor shall supply copies of invoices to substantiate the charges for gaskets, grates, floor drain covers, clean out covers, etc. that may need replacement as directed by the CTA.

Before any settlement is made, if in the opinion of the CTA, it is necessary, the Contractor must furnish satisfactory evidence that all persons who have been employed by said Contractor or who have furnished material and are entitled to a lien thereon have been fully settled with and are no longer entitled to a lien. Payment may be withheld until such evidence is furnished. Invoices must be presented only by the contractor to which a contract is awarded. Invoices received from a third party will not be honored unless prior written approval from the Purchasing Agent has been obtained.

### **ESCALATION**

CTA encourages Bidders to quote prices that are firm for the contract period. If the bidder cannot offer firm prices, then the bidder may quote an escalated percentage for the second and/or third twelve (12) months of the contract. This escalation will be considered during bid analysis. This escalation must be substantiated by a notice of increase and the CTA reserves the right to require evidence satisfactory to the CTA which justifies any and all price increases. Note: Escalation, if quoted is not automatically applied to the second and/or third 12 month period of the contract. Contractors must provide to the Authority a request for and documentation justifying said request. Escalation will not be applied until the request and acceptable documentation are received by the CTA.

### **ESTIMATED YEARLY QUANTITIES AND CONTRACT AWARD**

Based on a best estimate it is anticipated that the usage on this contract will be as stated on the proposal pages as ESTIMATED YEARLY QUANTITY. It is also estimated that the yearly cost of gaskets, grates, floor drain covers, clean out covers, etc. to be supplied by the contractor will be \$2,000.00. Bid evaluation will be based upon the dollar sum derived by multiplying the estimated quantities for each item by the unit prices submitted on proposal pages P-2 thru P-4 including escalation if any. The estimated material charge of \$2,000.00 and the PERCENTAGE CHARGE TO BE ADDED TO THE ACTUAL COST OF GASKETS FURNISHED BY CONTRACTOR will also be added. It is the intention to award a contract to the lowest responsive and responsible bidder based on the total price derived from the above analysis. Please note that the estimated yearly quantities are approximate and the actual usage may vary. No adjustment of the quoted unit prices will be permitted due to any variance between the actual usage and those as stated on the proposal pages.

## SPECIAL CONDITIONS

### **SPECIFICATION NO. CTA 0058-11 CONTRACT NO. B11OP00716**

#### COMPLIANCE WITH LAWS, REGULATIONS AND CODES

If any part of this Specification shall be at date of issue, or shall 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 requirements.

#### SITE INSPECTION

Bidders interested in viewing a typical catch basin, oil separator, the CTA dewatering facilities, or the Skokie or South Shops degreasing pits should contact Mr. Scott Mc Aleese at (312) 681-3919 at least seven (7) days prior to the bid opening to make arrangements. Submission of a bid implies that the bidder fully understands the work and the existing conditions at the locations where the work is to be performed.

#### PRE-AWARD CONFERENCE

Before award of a contract, the apparent successful bidder shall meet with the CTA to discuss and review the requirements of the Contract and specifications. It is understood that the Contractor is legally bound to comply with the requirements of the contract and specifications without exception. The purpose of the meeting is to ensure that the Contractor has a clear understanding of the requirements before the contract is executed.

#### 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 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 such 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 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.

#### CTA 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.

## SPECIAL CONDITIONS

### **SPECIFICATION NO. CTA 0058-11 CONTRACT NO. B11OP00716**

#### ACCESS TO RECORDS AND REPORTS

The Contractor shall permit and agree to cooperate with the authorized representatives of the 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 years after completion of this Contract.

#### PROMPT PAYMENT TO SUBCONTRACTORS

- A) Prime Contractors are required to pay all subcontractors, both DBE and non-DBE, for all work which the subcontractor has satisfactorily completed, no later than five (5) business days after the prime Contractor received payment from CTA.
- B) In addition, all retainage amounts must be returned by the prime Contractors to the subcontractor no later than fourteen (14) business days after the subcontractor has satisfactorily completed its portion of the contract work, including punch list items, whether or not CTA has paid the prime Contractor.
- C) A delay in or postponement of payment to the subcontractor requires good cause and prior written approval of the Purchasing Agent.
- D) All prime Contractors are required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
- E) CTA will not reimburse prime Contractors for work performed unless and until the prime Contractor ensures that the subcontractors are promptly paid for the work they have performed to date as evidenced by the filing with CTA of lien waivers and canceled checks.
- F) CTA will consider failure to comply with these prompt payment requirements a contract violation which may lead to any remedies permitted under law, including but not limited to, contract debarment.

#### SAFETY TRAINING- PROPERTY PASSES

Some work required is adjacent to CTA's third rail that is electrified with 600 volts DC. All Contractor personnel assigned to work around CTA platforms and stations are required to attend, and pass, a one day class in CTA's Safety school prior to the start of any work. The cost of attending CTA safety class (\$200.00 per person, paid in advance) as well as the employee's time shall be paid for by the Contractor. A rail safety pass will be issued to each of the Contractor's employees who have successfully completed the course and will be valid for a period of one (1) year.

All personnel working on CTA property must also display proper identification which must be visually displayed while performing work on CTA property. Proper ID's shall consist of a property pass, plus a rail safety pass for employees working on platforms or around rail stations. Violation of these requirements shall be sufficient cause to cancel the contract.

## **SPECIAL CONDITIONS**

**SPECIFICATION NO. CTA 0058-11**

**CONTRACT NO. B11OP00716**

### **SAFETY TRAINING- PROPERTY PASSES (continued)**

The contractor shall make arrangements for his/her employees to attend safety school and obtain property passes with the System Maintenance General Manager or designee. Contact Kevin Loughnane, 3900 S. Maypole Ave. Chicago IL, (773) 722-4700, fax: (773)-722-4725.

### **RAILROAD FLAGMEN-RIGHT-OF-WAY**

The Authority will provide railroad flagmen as necessary to protect the work site from rapid transit operations. The cost of providing railroad flagmen will be borne by the Authority. Contractor shall confine the extent of the work area to assure that all personnel are in constant audible and visual contact with the flagmen. The contractor shall (verbally and via fax) provide the General Manager with a minimum of twenty-four (24) hours advance notice of need for railroad flagmen. Contact Kevin Loughnane, 3900 S. Maypole Ave. Chicago IL, (773) 722-4700, fax: (773)-722-4725. Once flagmen have been scheduled, the contractor must give the General Manager twenty-four (24) hour notice (verbally and via fax) of any deviation from this schedule. Providing the deviation was not caused by weather conditions, failure of the Contractor to provide this notice shall result in liquidated damages. The contractor agrees to pay the CTA as reasonable liquidated damages the sum of \$400.00 for each occurrence.

### **BIDDER INQUIRIES**

Any questions regarding the content of the Contract Documents must be submitted in writing at least seven (7) days prior to the bid opening. Inquiries can be fax'd to the Procurement Administrator as identified on the cover sheet of the Contract documents at (312) 681-2495.

CHICAGO TRANSIT AUTHORITY  
DETAIL SPECIFICATION  
FOR  
CLEANING OF  
SEWERS, CATCH BASINS, OIL/WATER SEPARATORS, PARTS WASHERS,  
DEGREASING, SLUDGE PITS,  
VENTILATION AND EMERGENCY EXIT SHAFT FLOOR AND DRAIN CLEANING  
AND STATION DRAINS  
SYSTEM WIDE

SPECIFICATION NO. CTA 0058-11

**PART 1 GENERAL REQUIREMENTS**

- 1.01** Scope: This specification covers the requirements for a professional service (The Contractor) to perform the following work at Chicago Transit Authority (CTA) or the Authority's locations and facilities; including:
- A.** Provide the necessary labor, supervision, materials, required power equipment and insurance necessary for the cleaning of drains, sewers, catch basins, degreasing pits, trenches, parts washers, oil/water separators, grit tanks, industrial waste lift stations, industrial waste treatment (dewatering) buildings, bus/train wash reclaim tanks, engine-cleaning pits (and associated triple basins) and trench and other drains in subway stations, floor and drains in subway shafts for vents and louvers, drains in subway emergency exits; and removal of the waste at all Chicago Transit Authority properties. The work includes power rodding of drains and sewers as required and camera inspection of the drains and sewers as required.
  - B.** The non-hazardous waste removed shall be transported by the Contractor for treatment, at the direction of the Authority, to one of the Authority's dewatering facilities located either at North Park Garage or South Shop/77<sup>th</sup> Street Bus Garage or to an offsite treatment and disposal facility. Transporting the non-hazardous waste to one of the Authority's dewatering facilities requires prior approval from the Authority.
  - C.** The Contractor is required to remove, transport and dispose of sludge designated as non-hazardous special waste which is contained in roll off boxes located at the industrial waste (dewatering) buildings and sludge which the Contractor has pumped out directly from grit tanks into the vacuum truck at the North Park Bus Garage, 3112 West Foster. The industrial waste treatment (dewatering) buildings are located at South Shops/77<sup>th</sup> Street Bus Garage, 7802 South Vincennes Avenue and North Park Garage, 3112 West Foster.
  - D.** The Contractor is required to clean the degreasing pits, trenches and part washer tanks at Skokie Shops, 3701 West Oakton and South Shops, 7701 South Vincennes. The waste from the cleaning of the pits, trenches and part washer tanks is designated as non-hazardous but in some cases may also contain hazardous waste.
  - E.** In the cases where hazardous waste is generated, the Contractor shall put the hazardous waste in 55-gallon DOT approved drums. The Contractor shall supply the drums. The Contractor shall adhere to all applicable local, state and federal laws and regulations in the cleaning of the hazardous waste at those locations and placing the hazardous waste in the drums. The drums shall be removed by others.

- F. The Contractor shall also be required to investigate by means of camera and filming of any of the Authority's sewers and/or industrial waste lines at all Chicago Transit Authority properties.
- G. In providing the services required under this Contract, it shall be the responsibility of the Contractor and his representative to adhere to all applicable Federal, State and Local laws and regulations.
- H. The Authority will indicate in the release the response or starting time that the Contractor is to start the work. In the case of emergency work requests, the Contractor shall respond promptly within four (4) hours after being notified.
- I. When the Contractor is to provide more than one (1) laborer, the Authority will indicate in the release the number of laborers that will be required.

#### 1.02 CONTRACTOR'S REQUIREMENTS

- A. The Contractor shall carry out the work in such a manner (including storing of material and equipment) so as not to unduly interfere with the storage and operation of trains, buses and/or other vehicles, or interfere with the day to day operations of the Chicago Transit Authority, their personnel or their customers.
- B. The Contractor shall provide and install, as required and approved by the Authority, all necessary barricades, lighting and other temporary facilities and shall take all necessary precautions to safeguard against any accidents and damages.
- C. The Contractor's employees shall strictly adhere to all of the Authority's management rules or directives and safety procedures while on the Authority's property.
  - 1. The labor employed by the Contractor shall be subject to the approval of the Authority, who shall have the power to require the discharge of any of the Contractor's employees if, in the Authority's opinion, it would be in the interest of the work that such person(s) be discharged. Any such request shall immediately be compiled with by the Contractor.
- D. The Contractor shall procure and pay for any and all permits, licenses, certificates, manifests and any other forms required in connection with this work by the local, state and federal entities or agencies.
  - 1. Upon request, the Authority has the right to inspect and obtain copies of all licenses, permits, certificates or any other approvals issued by any government entity or agency to the Contractor, or his representative, which are applicable to the performance of this Contract.
- E. The Contractor shall have a current valid special waste hauling permit issued by the Illinois Environmental Protection Agency.
  - 1. A completed manifest prepared by the Contractor must accompany each load of waste from the Authority's location to point of off-site disposal. The manifest shall be completed in accordance with the Illinois Environmental Protection Agency rules and regulations.
  - 2. The Contractor shall be responsible for performing all necessary special waste sampling and analysis and preparing all associated special paperwork required for approval for off-site treatment and/or disposal of the catch basin work.



3. The Contractor shall prepare and the Authority shall review all manifests and special waste paperwork and an authorized representative of the Authority shall sign the manifest.
  4. If the destination of the waste is outside the State of Illinois, the manifest provided by the State of final destination shall be used.
  5. The Contractor shall complete a daily trip log for each pickup of the waste indicating the quantity, the Authority's generating location, source or origin of, routing and destination of the waste
  6. The Contractor shall prepare and submit to the Authority all appropriate copies of the manifests and copies of all daily trip logs.
- F. Mixing of loads of the Authority's wastes with other customer's waste is prohibited.
- G. The Authority has the right to inspect any trucks, equipment, containers or disposal facilities utilized by the Contractor for the transport, treatment and/or disposal of the wastes and to inspect any handling, loading, transporting, treatment or disposal procedures used by the Contractor.
- H. All of the Contractor's material, equipment and workmanship shall be subject to the inspection and approval of the Authority and shall be to the Authority's complete satisfaction.
1. The Contractor shall immediately remove and replace any defective equipment from the premises and any defective workmanship shall be promptly corrected to the Authority's satisfaction and at no cost to the Authority.
- I. The Contractor shall submit to the Authority daily statements, while work is in progress, showing location of the job, number of cubic yards and/or gallons of waste and all new materials furnished by him. Such statements shall be checked by the Authority.

#### 1.03 WASTE DISPOSAL FACILITY

- A. Any facility outside the Authority that is utilized by the Contractor for the treatment and/or disposal of the waste shall have all permits, licenses, certificates or approvals required by current applicable statutes, ordinances, rules and regulations of the federal, state and local government in which the facility is located.
- B. Any off-site treatment facilities utilized by the Contractor for the treatment and disposal of catch basin sludge shall have the permits or approvals required to accept multi-stop waste streams.
- C. The Contractor shall provide the Authority with the names, locations and applicable state and federal identification numbers of the off-site disposal facilities to be used for the treatment and/or disposal of the waste. All off-site disposal facilities and methods of disposal shall be approved by the Authority prior to actual disposal.

#### 1.04 ATTACHMENTS

- A. The following attachments, included at the end of this section, are a part of this specification:
  1. Attachment A Estimated Schedule.
  2. Attachment B Subway Fans (Locations).
  3. Attachment C Subway Louvers with Associated Fan (Locations).
  4. Attachment D Subway Blastshafts (Locations).
  5. Attachment E Emergency Exits (Locations).
  6. Attachment F Subway Station Drain Cleaning.

#### 1.05 UNIT PRICES

- A. The Contractor shall provide unit prices to perform any of the work described herein. All unit prices must include the Contractor's general conditions, overhead and profit.
- B. Unit prices are required for subcontractor work as well. Unit prices must include the Contractor's general conditions, overhead and profit.
- C. Travel Time and Expenses: No additional amounts will be paid for travel time (except as noted on proposal), travel expenses, or other expenses that the Contractor may encounter in the performance of the inspection, maintenance work. All such expenses are considered general conditions and must be included in all the unit price bid amounts.

#### 1.06 CONTRACTOR INFORMATION

- A. Pre-Award Meeting: A pre-award meeting will be scheduled to provide additional information and to answer questions from potential Contractors. The date, time and place of the pre-bid meeting will be provided by the Procurement Administrator.
- B. Bidders requiring additional information shall contact the Procurement Administrator listed on the front page of this Contract Document. Potential bidders requiring additional information must route their request through the Procurement Administrator. Potential bidders who contact any other Authority personnel other than the Procurement Administrator will be considered in violation of the provisions of the Contract Document.

#### 1.07 SPECIAL REQUIREMENTS

- A. The Chicago Transit Authority is an operating transportation agency and must maintain operations at all scheduled times. The Contractor shall conduct his operations in such a manner as not to cause damage to the Authority's equipment, put the public or the Authority's personnel in danger, cause inconvenience to the customers, or interrupt service (except as permitted herein).
- B. Definition: "At or Near the Right-of-Way" is hereby defined as within twenty (20) feet of the centerline of the track.
- C. Rail Safety Training: The Contractor's (and Subcontractor's, if applicable) employees assigned to work on, over or near the CTA right-of-way shall be required to attend and pay for an all-day Rail Right-of-Way Safety Training Session according to the "CTA Safety Manual for Contract Construction on or Near the CTA Rail System".
- D. Upon successful completion of Rail Right-of-Way Safety Training, each trainee will be issued a Rail Safety Tour Identification Card with the trainee's photo and signature. The Rail Safety Tour Identification Card expires one (1) year after the date of issue. Contractor personnel shall carry their Rail Safety Tour Identification Cards at all times while on CTA right-of-way and be prepared to present this Card for CTA inspection when entering the CTA rail right-of-way or at any time while on the CTA right-of-way.
- E. Annual Re-certification: Rail Right-of-Way Safety Training shall be successfully repeated annually by all personnel assigned to work on, over or near the CTA right-of-way. The expiration date of rail safety training is in no way related to the length of any contract. Contractor or Subcontractor personnel who fail to maintain a valid Rail Safety Tour Identification Card shall not be permitted to work on, over or near the CTA rail right-of-way. It is also required that all requests for re-certification be made at least thirty days prior to the expiration date, to allow sufficient time for the scheduling of the additional rail safety training.

- F. **Property Permits:** Contractor's (and Subcontractor's, if applicable) employees assigned to work on CTA property will be given individual property permits. These permits shall be carried by each employee at all times while on the Authority's property. All permits issued shall be returned to the Authority at completion of the project; if the employee no longer works on this project; or on the date of expiration.
- G. All personnel shall wear safety vests at all times while on the Authority's property.
- H. **Work Area Availability:** All work shall be scheduled and coordinated with the Authority in advance and approved in writing. Provide a new schedule and re-coordinate when there are changes to the schedule. Strictly comply with operating requirements of the Chicago Transit Authority while work is in progress.
- I. All work performed under the Contract at or near an active right-of-way, or other location that may disrupt the Authority's operations will be allowed only in accordance with the "Allowable Hours of Work". When working adjacent to CTA operating tracks, a "slow zone" or "single track" will be established at the work site by the Authority and flagging personnel will be deployed to facilitate safe and continuous train operations and to protect the Contractor, CTA employees, passengers, the general public and property in the vicinity.
- J. **Allowable Hours of Work at or near the Right-of-Way:** Work at tracks, platform, station or above track level or adjacent to CTA operating tracks are not permitted during weekday "rush hours" (typically, Monday thru Friday business days from 0500 to 0900 hours and from 1500 to 1900 hours). In addition, work that requires flagging personnel will not be allowed at more than two locations at the same time on the same line, regardless of direction of travel. Work at platform level, track level or adjacent to CTA operating tracks are permitted during other periods under flagging protection with the advance concurrence of the Authority, CTA Inspector and CTA Rail Operations as follows:
- K. **Weekdays (Monday thru Friday):** 0900 hours to 1500 hours and from 1900 hours to 0500 hours the next day.  
**Weekends:** 2200 hours Friday to 0400 hours Monday.
- L. The exact hours are to be confirmed by the Authority depending on line, branch, or nature of the work. The Contractor will not be permitted to perform any Work requiring Track Flagging Operations or Single Track Operation during special events. In addition, CTA reserves the right to limit or deny access to the system during other events that may develop and that may impact service needs, during emergencies, and during severe weather conditions.
- M. Whenever work is performed on, over or adjacent to the track area, the Contractor shall comply with all requirements of the CTA Safety Procedures and CTA Standard Operating Procedures.
- N. Contractor personnel whenever working on the Authority's property shall take all necessary precautions to permit concurrent safe occupancy by CTA employees or the public. To control traffic that approaches the work site and to protect the workers at the work site, the Contractor shall provide all the necessary signs, cones, barricades, lights and other safety equipment approved by the local jurisdiction.
- O. All work shall be completed in such a manner (including storing of material and equipment) so as not to interfere with the operation and storing of buses, rail cars, and/or other vehicles, or interfere with work being performed by CTA personnel or the public.

- P. No extras will be allowed for the special requirements working at or near the right-of-way; nor for performing this work during non-rush hour days and times at these locations.

#### 1.08 CONTRACTOR'S REQUIREMENTS

- A. Except when working at or near the right-of-way as noted in the Special Requirements above, the Contractor is to perform all the work at the facilities including inspections, maintenance and repairs during the Authority's normal business hours of Monday to Friday 6:00 am to 6:00 pm, excluding holidays; unless approved otherwise. Scheduling of the work shall be coordinated with the Authority. Emergency repair work may be required at any time at the Authority's discretion.
- B. The Contractor shall have a minimum of five (5) years experience with providing work similar to that specified herein and sufficient personnel and other resources to perform the services of a magnitude similar to that required to meet this specification. The Contractor, if requested, shall submit data stating capability to qualify along with references or examples of where a service of the type proposed has been used.
- C. The work shall be performed by tradesmen with a minimum of five (5) years experience in their field.
- D. The Contractor shall enforce strict discipline among his employees and always maintain a professional attitude and good working habits while working on the Authority's property. The Contractor shall not interfere with or disrupt the Authority's operations.
- E. The Contractor's personnel whose work is unsatisfactory or who are considered by the Authority to be careless, incompetent, unskilled or otherwise objectionable shall be dismissed from the project by the Contractor upon the Authority's request. Dismissed personnel shall not be allowed to work on the Authority's property under this contract.
- F. The Contractor awarded the contract shall be held responsible for any damage to the structures, building elements, site elements or other property, and for any injury inflicted to personnel due to negligence of the Contractor's workers or other personnel.

#### PART 2 PRODUCTS

##### 2.01 EQUIPMENT REQUIRED TO PERFORM THE WORK

- A. The following equipment shall be required to be used by the Contractor to perform the work specified herein. The Contractor shall provide the equipment. The equipment shall be of recent technology and in good working condition.

###### Vacuum Systems

Minimum 14 Yard Supersucker (Wet or Dry)  
Minimum 14 Yard Supersucker w/barrel loader  
3000 Gallon Vacuum Tank Truck  
5000 Gallon Vacuum Tank Truck

###### Sewer Equipment

High Velocity Water Jetter  
Combo Truck (Combination Jet Rodder and Vacuum Truck)  
Various size power rodding equipment

Special Equipment

Confined space equipment:

Flatbed stake body truck for transporting extra vacuum hose

Pick up truck to transport related equipment and personnel

Pumps: Three Inch

Four Inch

Six Inch

Camera Equipment (Sewer Lines 4" to 48")

**PART 3 EXECUTION**

**3.01 INSPECTION OF SEWERS, CATCH BASINS AND/OR OIL/WATER SEPARATORS**

- A. The Contractor shall, at the direction of the Authority, investigate any of the Authority's sewer or waste lines. The Contractor shall use equipment (i.e. camera, locator) to determine breaks, obstructions or the path of any line.
- B. The Contractor, along with the Authority's representative, shall inspect the sewers, catch basins and/or oil water separators to determine the work to be performed and shall prepare a detailed scope of work and schedule.

**3.02 SEWER, CATCH BASIN, OIL SEPARATOR AND PIT CLEANING**

- A. Sewer, catch basin, oil separator and pit cleaning shall be performed by the Contractor according to the frequency and schedule specified in Attachment A.
- B. The cleaning of the sewers and catch basins at the Authority's various locations shall be primarily done with the use of equipment (including jet rodding) designed to remove the non-hazardous special waste by use of vacuum trucks. The cleaning of the sewers and catch basins shall include jet rodding as called for on the release. In cleaning of the sewers and catch basins; the Contractor shall first remove the water contained in the basins, then the Contractor shall remove the sludge and lastly the Contractor shall reintroduce the water into the basins. The Contractor is responsible for removing and replacing any man-way or trench covers. In cases where the non-hazardous waste cannot be removed by vacuum truck, the Contractor shall hand clean in order to remove all the waste from the sewer catch basins.
- C. Jet Rodding : When called for in the release, the Contractor shall provide jet rodding of the various sewer systems throughout the Authority's system.
- D. Oil Water Separator Cleaning Procedures – The cleaning of the oil water separators including all internal components of the separator and including jet rodding as called for in the release at the Authority's various locations shall be primarily done with the use of equipment designed to remove the non-hazardous special waste by vacuum trucks.
  - 1. The operator of the truck shall test that there is nothing inside the truck by opening the lower valve on the truck(s). If product comes out of the truck, that truck shall be turned away and another truck shall be provided. The Contractor shall clean the oil separators based on the type of separator utilizing the following procedures.
  - 2. Cleaning of all oil/water separators shall include, but is not limited to, the manhole, catch basin or lift station upstream of the oil/water separator as well as the sampling manhole downstream of the separator. The Authority shall provide exact site - specific information, such as separator locations, special considerations, location of

- fresh water, etc.
3. In cases where the non-hazardous waste cannot be removed by vacuum truck, the Contractor shall hand clean in order to remove all the waste from the oil water separator.

E. For Great Lake and Enquip Separators (See Table A):

1. Shut off flow to the separator.
2. The Authority will remove the layer of oil from separation chamber (This oil will be used to recharge or put back into the separator by the CTA).
3. The Contractor's truck shall take out the water (put this water in an up stream catch basin from the separator, site to be designated by the Authority).
4. Contractor shall vacuum all sludge.
5. Contractor shall clean diffuser plate at the inlet to separator.
6. The Contractor shall then hose down the oil water separator with water and waste contained (water available at site).

NOTE: For all separators with plate coalescers and/or petro-screen mesh pack coalescers, Contractor shall provide a portable lift in order to raise coalescer(s) up above the water level. Contractor shall pressure wash coalescer plates and coalescer mesh packs until clean. Contractor shall clean incoming pipe, effluent pipe and all transfer pipes.

7. The Contractor shall vacuum the waste generated from hosing the separator down with water and the waste generated from 3.01, D, 6.
8. Contractor shall fill the oil water separator with fresh water (water available at site) until water flows out of outlet pipe
9. Contractor shall open the inlet side of the separator.

F. For Highland Separators (See Table B):

1. Contractor shall remove covers from all oil/water separators, prior to cleaning.
2. Shut off flow to the separator.
3. The layer of oil will be removed and disposed of by others.
4. Contractor shall take out the water and put this water in an up stream catch basin from the separator, site to be designated by the Authority.

NOTE: For the North Park Garage oil/water separator: The Highland oil/water separator located to the east of the existing Enquip separators is a 50,000 gallon separator. Some of the water may be pumped upstream, while some may need to be placed in a portable storage tank temporarily. Enough water shall be emptied out of the separator to allow for sludge to be removed from bottom of tank. Liquid from temporary storage tank shall be emptied back through the separator once cleaning has been completed.

The Contractor shall remove the five 27-inch x 64-inch covers made of 3/8-inch checkered plate and the five 27-inch x 76-inch covers made of 3/8-inch checkered plate as well as the four steel plates below grade which are bolted to the separator. When tank cleaning has been completed, the Contractor shall return all covers to their original places and reinstall all bolts.

When cleaning this separator, the distribution basin, 4-foot manhole, valve basin which are all upstream of the separator and the two 4-foot manholes and sampling basin which are all downstream of the separator shall also be cleaned.

5. The Contractor shall vacuum all sludge.
6. The Contractor shall clean diffuser plate at the inlet to separator.

7. The Contractor shall then hose down the oil water separator with water (water available at site) and waste contained.

NOTE: For all separators with plate coalescers and/or petro-screen mesh pack coalescers, Contractor shall provide a portable lift in order to raise coalescer(s) up above the water level. Contractor shall pressure wash coalescer plates and coalescer mesh packs. Contractor shall clean incoming pipe, effluent pipe and all transfer pipes.

8. Contractor shall vacuum the waste generated from hosing the separator down with water and the waste generated from E,7 above.
9. Contractor shall fill the oil water separator with fresh water (water available at site) until water flows out of outlet pipe.
10. Contractor shall open the inlet side of the separator.

**TABLE A**

| Great Lakes |                                    | Enquip |                                     |
|-------------|------------------------------------|--------|-------------------------------------|
| QTY         | Location                           | QTY    | Location                            |
| 1           | Skokie Shops                       | 2      | Kedzie Garage                       |
| 1           | Forest Glen Garage                 | 2      | 103 <sup>rd</sup> Garage            |
| 1           | 77 <sup>th</sup> Garage (So. Shop) | 1      | North Park Garage (south separator) |
|             |                                    | 1      | 77 <sup>th</sup> Garage (So. Shop)  |
|             |                                    |        |                                     |

**TABLE B**

| Highland separators |                                                        |
|---------------------|--------------------------------------------------------|
| QTY                 | Locations                                              |
| 2                   | Chicago Ave Garage                                     |
| 2                   | 74 <sup>th</sup> /Wood Garage                          |
| 2                   | Archer Garage                                          |
| 1                   | West Shops                                             |
| 1                   | 54 <sup>th</sup> Rail Shop                             |
| 1                   | Beverly Garage                                         |
| 1                   | North Park (Installed 2010 – east of Enquip separator) |
|                     |                                                        |
|                     |                                                        |

### 3.03 CLEANING THE WATER TREATMENT PITS AND ASSOCIATED EQUIPMENT AT THE INDUSTRIAL WASTE (DEWATERING) BUILDINGS

- A. The Contractor shall also clean the water treatment pits and associated equipment at the industrial waste treatment (dewatering) buildings. The cleaning shall be primarily done with the use of equipment designed to remove the non-hazardous special waste by vacuum trucks. In cases where the non-hazardous waste cannot be entirely removed by vacuum trucks, hand cleaning shall be required in removing all the waste from the water treatment pits and associated equipment. The water treatment pits and associated equipment shall then be hosed down with water (water available at site) and the waste removed from the

water treatment pit. The sludge removed from the cleaning of the pits and associated equipment shall be removed from the Authority's property to an off-site treatment and/or disposal facility.

- B. The Contractor shall also clean the degreasing pits or trenches and Part Washer Tanks at the Authority's Skokie and South Shops facilities. The cleaning shall be primarily done with the use of equipment designed to remove the non-hazardous waste by vacuum trucks. In cases where the non-hazardous waste cannot be entirely removed by vacuum trucks, hand cleaning shall be required in removing all the waste from the degreasing pits. The degreasing pits shall then be hosed down with water (water available at site) and the waste removed from the degreasing pits. The sludge removed from the cleaning of the pits, trenches and tanks shall be removed from the Authority's property to an off-site disposal facility.

#### 3.04 CLEANING OF INDUSTRIAL WASTE LIFT STATIONS

- A. The Contractor shall clean all of the Authority's industrial waste lift stations with the use of equipment (including jet rodding) designed to remove the non-hazardous special waste by vacuum trucks. All influent and effluent lines are inclusive with the lift station. The Contractor shall replace any product indicating devices that are damaged during cleaning. The Contractor is responsible for removing and replacing any man way or trench covers.

#### 3.05 CLEANING OF BUS/TRAIN WASH RECLAIM TANKS

- A. The Contractor shall clean all of the Authority's bus/train wash reclaim tanks, with the use of equipment (including jet rodding) designed to remove the non-hazardous special waste by vacuum trucks. All influent and effluent lines are inclusive with the reclaim tanks. The Contractor shall replace any product indicating devices that are damaged during cleaning. The Contractor is responsible for removing and replacing any man way or trench covers.

#### 3.06 CLEANING ENGINE-CLEANING PITS AND ASSOCIATED TRIPLE BASINS

- A. The Contractor shall clean all of the Authority's engine-cleaning pits and associated triple basins, with the use of equipment (including jet rodding) designed to remove the non-hazardous special waste by vacuum trucks. The Contractor is responsible for removing and replacing any man way or trench covers.

#### 3.07 SLUDGE REMOVAL FROM INDUSTRIAL WASTE TREATMENT (DEWATERING) BUILDINGS AND GRIT TANKS

- A. The Contractor shall remove, transport and dispose of sludge (non-hazardous special waste) contained in roll off boxes from the treatment building at the Authority's North Park Bus Garage Facility located at 3112 W. Foster, Chicago, Illinois and the Authority's South Shops/77th Street Bus Garage Facility located at 7801 S. Vincennes Ave., Chicago, Illinois. The Contractor shall remove, transport and dispose of sludge (non-hazardous special waste) which Contractor shall directly pump out of grit tank on the northwest side of the CTA North Park Garage Facility.
- B. The Authority will furnish three (3) roll off boxes. The roll off boxes are bottom sealed to prevent the sludge from falling out of the box during transport. Each of the two (2) CTA locations herein mentioned shall have one (1) roll off box. The third roll off box shall be used as a spare and shall replace the roll off box that is being transported for the disposal of the catch basin sludge. The roll off box that has just been emptied of sludge becomes the spare. Whenever a box is returned to a CTA location, a tarpaulin shall be included. The tarpaulin is required so that when transporting waste, there will be no discharge from the boxes. The boxes shall have a capacity of 20 cu. Yd. each and be designed to hold sludge.



- C. Service Frequency: Upon notification by the Authority, the Contractor shall remove, transport and return the roll-off boxes to the location on a rotational basis. See Attachment A for the schedule of cleaning at the selected facilities. The cleaning includes, but is not limited to, the attached schedule and frequency. The Authority reserves the right to add or delete locations and frequencies upon written notice to the Contractor.

### 3.07 VENTILATION SHAFT DRAIN CLEANING

- A. The Contractor shall perform the ventilation shaft drain cleaning service on a twice a year basis.
- B. The subway system has shafts for emergency ventilation fans and/or louvers and emergency exits that are equipped with floor drains. These shaft drains and the floors of the shafts require cleaning. The Contractor's scope of work for cleaning the shaft floors and drains shall include the following:
1. Obtain necessary City of Chicago permits for accessing each shaft from street level.
  2. Access the shafts by removing street grate sections as required (note that CTA sidewalk grates are welded closed). Barricades for each site must be provided as required by the City of Chicago.
  3. Provide necessary equipment for clearing drain blockages, and for fully cleaning the drain line from the shaft floor drain through to the connection with the track drain catch basin. Any accumulated material shall be removed from the catch basin and properly disposed of.
  4. All work shall be done during the day within hours allowed by the City, except when night work is required as approved by the Authority.
  5. Track catch basin cleaning may be done during the day under work zone protection.
  6. If clearing a drain blockage requires entering the track area, the Contractor must arrange for a single track during weekday night hours with the Authority.
  7. Remove all debris, dirt and sludge from the floor of the shaft to provide a broom-clean condition. Properly remove all debris that cannot be removed by the vacuum cleaner.
  8. Verifying drain cleanliness with a video-recorded inspection of the line.
  9. Re-install street grates that had been removed for access (re-weld sidewalk grates). Grates shall be free of damage, and lie flush with the surrounding pavement or shaft curbing. If a section of grate is damaged, it shall be replaced with galvanized steel grating of equal strength, bar spacing and opening size as the original, or better. Replaced grate sections must be approved by the Authority. Any damaged or seriously deteriorated support steel angle sections must be reported to the Authority for inspection and determination of required repairs, if any.
  10. Remove all collected material from the site, and disposing in an approved manner, and in accordance with IEPA requirements.
  11. Replace damaged or missing floor drain covers with covers approved by the Authority.

12. Remove barricades and restore the site to a state of cleanliness that existed prior to the work.

### 3.08 SUBWAY STATION TRENCH AND DRAIN CLEANING

- A. The Contractor shall perform the subway station trench and drain cleaning service on a twice a year basis.
- B. The subway stations have trench drains and floor drains for the collection of water. The trenches require cleaning and the drain at the bottom of the trench needs to be cleaned. The floor drains need to be cleaned. The Contractor's scope of work for cleaning the trench drains and other and drains shall include the following:
  1. Access the trench drains by removing grate sections as required. Remove floor drain covers or clean out covers. Provide for protection and barricades if personnel and/or customers are present while doing the work. Take care to not damage or misplace the grating, drain covers or clean out covers.
  2. Provide necessary equipment for clearing the trenches and for fully cleaning the drain line from the bottom of the trench to the connection with the sewer. Remove any blockages. Any accumulated material shall be removed from the trench drain and properly disposed of. Rod out all the floor drains. Rod out drains and sewers at each clean out.
  3. Remove all debris, dirt and sludge from the bottom of the trench. Properly remove by hand all debris in the trench that cannot be removed by the vacuum cleaner. Power rod all the drains as required.
  4. Verify drain cleanliness with a video-recorded inspection of the line.
  5. Re-install the trench grates, floor drain covers and clean out covers that had been removed for access. Grates, floor drain covers and clean out covers shall be free of damage. Grates and floor drain covers shall lie flush with the surrounding pavement. If a section of grate is damaged, it shall be replaced with galvanized steel grating of equal strength, bar spacing and opening size as the original, or better. Replaced grate sections must be approved by the Authority. Any damaged or seriously deteriorated support steel angle sections must be reported to the Authority for inspection and determination of required repairs, if any. Missing, damaged or deteriorated floor drain covers or clean out covers shall be replaced in kind and with covers approved by the Authority.
  6. Remove all collected material from the site, and dispose in an approved manner, and in accordance with IEPA requirements.
  7. Remove of barricades and restoration of the site to a state of cleanliness that existed prior to the work.

### 3.09 GASKETS

- A. If gasketed covers are involved, the Authority may direct the Contractor to replace the old gaskets with new gaskets. The new gaskets shall be of the same type, material and quality as the original gaskets.

### 3.10 WARRANTY

- A. Should the Contractor's work or installations fail or not meet the Authority's complete satisfaction, the Contractor shall make any and all repairs, corrections or additional work as required to remedy the deficient workmanship at no cost to the Authority.

### 3.11 CLEANUP

- A. The Contractor is responsible to clean and properly dispose of all debris collected and all debris associated with all his maintenance, repair and installation work and dispose of it properly off site.

Distribution: Mgr., Technical Services - Facilities

Initial Specification - 2011

## Attachment A: Estimated Schedule

| Task                                                                     | LOCATION     | Areas to Clean                                                                                                                                                            |
|--------------------------------------------------------------------------|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>level A</b> 4 times per year, mostly in winter (Jan, Mar, July, Nov.) | 103rd/Stony  | Bus/Train Wash trenches, Bus/Train Wash reclaim tanks                                                                                                                     |
|                                                                          | 74th/Wood    |                                                                                                                                                                           |
|                                                                          | Archer       |                                                                                                                                                                           |
|                                                                          | Chicago      | Engine wash area, bus/train wash trenches, bus/train wash reclaim tanks                                                                                                   |
|                                                                          | Forest Glen  | Bus/Train Wash trenches, reclaim tanks, strainers                                                                                                                         |
|                                                                          | Kedzie       | Bus/Train wash trenches, Bus/Train Wash reclaim tanks                                                                                                                     |
|                                                                          | North Park   |                                                                                                                                                                           |
|                                                                          | South Shops  |                                                                                                                                                                           |
|                                                                          | Howard       | sludge tank by loading dock, main wash tank                                                                                                                               |
|                                                                          | Rosemont     |                                                                                                                                                                           |
| <b>level B</b> every 3 months                                            | 103rd/Stony  | Industrial Waste Lift Stations, catch basins/triple basins, trench drains (non-bus wash)                                                                                  |
|                                                                          | 54th         | Industrial Waste Lift Stations, catch basins/triple basins                                                                                                                |
|                                                                          | 74th/Wood    | Industrial Waste Lift Stations, catch basins/triple basins, trench drains (non-bus wash)                                                                                  |
|                                                                          | 98th         | Industrial Waste Lift Stations, catch basins/triple basins                                                                                                                |
|                                                                          | Archer       | Industrial Waste Lift Stations, catch basins/triple basins, trench drains (non-bus wash)                                                                                  |
|                                                                          | Chicago      | Industrial Waste Lift Stations, catch basins/triple basins, trench drains (non-bus wash)                                                                                  |
|                                                                          | Des Plaines  | Industrial Waste Lift Stations, catch basins/triple basins                                                                                                                |
|                                                                          | Forest Glen  | Industrial Waste Lift Stations, catch basins/triple basins                                                                                                                |
|                                                                          | Howard       | Industrial Waste Lift Stations, catch basins/triple basins                                                                                                                |
|                                                                          | Kedzie       | Industrial Waste Lift Stations, catch basins/triple basins, trench drains (non-bus wash)                                                                                  |
|                                                                          | Kimball      | Industrial Waste Lift Stations, catch basins/triple basins                                                                                                                |
|                                                                          | Midway       | Industrial Waste Lift Stations, catch basins/triple basins                                                                                                                |
|                                                                          | North Park   | Industrial Waste Lift Stations, catch basins/triple basins, trench drains (non-bus wash), Industrial Waste Treatment Building conveyor (sludge) belt pit                  |
|                                                                          | Rosemont     | Catch basins/triple basins                                                                                                                                                |
|                                                                          | Skokie Shops | Industrial Waste Lift Stations, catch basins/triple basins, degreasing pits                                                                                               |
|                                                                          | South Shops  | Industrial Waste Lift Stations, catch basins/triple basins, degreasing pits, trench drains (non-bus wash), Industrial Waste Treatment Building conveyor (sludge) belt pit |
|                                                                          | West Shops   | Catch basins/triple basins                                                                                                                                                |
| <b>level C1</b> every 6 months                                           | 103rd/Stony  | Oil-water separators (2 on site)                                                                                                                                          |
|                                                                          | 54th         | Oil-water separator                                                                                                                                                       |
|                                                                          | 74th/Wood    | Oil-water separators (2 on site)                                                                                                                                          |
|                                                                          | Archer       | Oil-water separators (2 on site)                                                                                                                                          |
|                                                                          | Beverly      | Oil-water separator                                                                                                                                                       |
|                                                                          | Chicago      | Oil-water separators (2 on site)                                                                                                                                          |
|                                                                          | Forest Glen  | Oil-water separator                                                                                                                                                       |
|                                                                          | Kedzie       | Oil-water separators (2 on site)                                                                                                                                          |
|                                                                          | North Park   | Oil-water separator (15,000 gal) grit tank ( 2,000 gal)                                                                                                                   |
|                                                                          | Skokie       | Oil-water separator                                                                                                                                                       |
|                                                                          | South Shops  | Oil-water separators (2 on site)                                                                                                                                          |
|                                                                          | West Shops   | Oil-water separator                                                                                                                                                       |
|                                                                          |              |                                                                                                                                                                           |
| <b>level C2</b> every 6 months (June, December)                          | 103rd/Stony  | Industrial waste lift stations, catch basins/triple basins, trench drains ( non-bus wash)                                                                                 |
|                                                                          | 74th/Wood    | Industrial waste lift stations, catch basins/triple basins, trench drains ( non-bus wash)                                                                                 |
|                                                                          | Chicago      | Industrial waste lift stations, catch basins/triple basins, trench drains (non-bus wash)                                                                                  |
|                                                                          | Forest Glen  | Industrial waste lift stations, catch basins/triple basins                                                                                                                |
|                                                                          | Harlem       | Diversion basin and parking lot by building southeast corner                                                                                                              |
|                                                                          | Kedzie       | Industrial waste lift stations, catch basins/triple basins, trench drains (non- bus wash)                                                                                 |
| <b>level D</b> once per year (August)                                    | 54th         | Industrial waste lift stations, catch basins/triple basins                                                                                                                |
|                                                                          | 98th         | Industrial waste lift stations, catch basins/triple basins                                                                                                                |
|                                                                          | Des Plaines  | Industrial waste lift stations, catch basins/triple basins                                                                                                                |
|                                                                          | Howard       | Industrial waste lift stations, catch basins/triple basins                                                                                                                |
|                                                                          | Kedzie       | All manholes in parking lot by Irving Park Road                                                                                                                           |
|                                                                          | Kimball      | Industrial waste lift stations, catch basins/triple basins                                                                                                                |
|                                                                          | Midway       | Industrial waste lift stations, catch basins/triple basins                                                                                                                |
|                                                                          | North Park   | oil - water separator (50,000 gal)                                                                                                                                        |
|                                                                          | Rosemont     | Catch basins/triple basins                                                                                                                                                |
|                                                                          | West shops   | Catch basins/triple basins                                                                                                                                                |

# Attachment B: Subway Fans (Locations)

| Subway   | Line | Address                                      |
|----------|------|----------------------------------------------|
| Dearborn | Blue | S. Franklin & Congress Expressway            |
| Dearborn | Blue | 219 S. Dearborn (Adams Jackson E. Fan)       |
| Dearborn | Blue | 230 S. Dearborn (Adams Jackson W. Fan)       |
| Dearborn | Blue | 128 S. Dearborn (Monroe Adams E. Fan)        |
| Dearborn | Blue | 132 S. Dearborn (Monroe Adams W. Fan)        |
| Dearborn | Blue | 1 S. Dearborn (Madison Monroe E. Fan)        |
| Dearborn | Blue | 2 S. Dearborn (Madison Monroe W. Fan)        |
| Dearborn | Blue | 33 N. Dearborn (Washington Madison E. Fan)   |
| Dearborn | Blue | 10 N. Dearborn (Washington Madison W. Fan)   |
| Dearborn | Blue | 111 N. Dearborn (Randolph Washington E. Fan) |
| Dearborn | Blue | Randolph Washington W. Fan                   |
| Dearborn | Blue | Lake Transfer Fan                            |
| Dearborn | Blue | NW Corner Lake & Lower Wacker                |
| Dearborn | Blue | 601 W. Kinzie                                |
| Dearborn | Blue | 700 W. Kinzie                                |
| Dearborn | Blue | 651 N. Milwaukee                             |
| Dearborn | Blue | 656 N. Milwaukee                             |
| Dearborn | Blue | SW Corner Milwaukee & Augusta                |
| Dearborn | Blue | SW Corner Milwaukee & Augusta                |
| Kimball  | Blue | SE Corner Milwaukee & Sawyer                 |
| Kimball  | Blue | NW Corner Milwaukee & Sawyer                 |
| Kimball  | Blue | SW Corner Dawson & Kimball                   |
| Kimball  | Blue | SE Corner Dawson & Kimball                   |
| Tollway  | Blue | SB Track Middle of Tollway Tunnel            |
| O'Hare   | Blue | O' Hare East Interlocking                    |
| O'Hare   | Blue | O' Hare East Interlocking                    |
| O'Hare   | Blue | Just East O' Hare Platform                   |
| O'Hare   | Blue | Ceiling Vents NB Track O' Hare Platform      |
| O'Hare   | Blue | Below O' Hare Platform NB                    |
| O'Hare   | Blue | Below O' Hare Platform SB                    |
| O'Hare   | Blue | Ceiling Vents SB Track O' Hare Platform      |
| Dan Ryan | Red  | 1501 S. Clark                                |
| Dan Ryan | Red  | 1501 S. Clark                                |
| Dan Ryan | Red  | 1501 S. Clark                                |
| Dan Ryan | Red  | 1501 S. Clark                                |
| Dan Ryan | Red  | 1250 S. State                                |
| Dan Ryan | Red  | 1251 S. State                                |
| State    | Red  | 936 S. State                                 |
| State    | Red  | 937 S. State                                 |
| State    | Red  | Jackson Van Buren W. Fan                     |
| State    | Red  | Jackson Van Buren E. Fan                     |
| State    | Red  | Adams Jackson W. Fan                         |
| State    | Red  | Adams Jackson E. Fan                         |
| State    | Red  | Monroe Adams W. Fan                          |
| State    | Red  | Monroe Adams E. Fan                          |
| State    | Red  | Madison Monroe W. Fan                        |
| State    | Red  | Madison Monroe E. Fan                        |
| State    | Red  | Washington Madison W. Fan                    |
| State    | Red  | Washington Madison E. Fan                    |
| State    | Red  | Randolph Washington W. Fan                   |
| State    | Red  | Randolph Washington E. Fan                   |
| State    | Red  | Lake Randolph Fan                            |
| State    | Red  | 351 N. State (300)                           |
| State    | Red  | North Bank of River - Below Street Level     |
| State    | Red  | 629 N. State (633)                           |
| State    | Red  | 630 N. State (634)                           |
| State    | Red  | 1027 N. State (1017)                         |
| State    | Red  | 1034 N. State (1018)                         |
| State    | Red  | 321 W. Division                              |
| State    | Red  | 318 W. Division                              |
| State    | Red  | 1559 N. Clybourn (1454)                      |
| State    | Red  | 1455 N. Clybourn                             |
| State    | Red  | 1616 N. Clybourn (1702)                      |

Total = 63

# Attachment C: Subway Louvers w/ Associated Fan (Locations)

| ID       | Fan ID         | Subway   | Line | Address                                               |
|----------|----------------|----------|------|-------------------------------------------------------|
| DR1-550  | F550A&B        | Dan Ryan | Red  | 71 W. 15TH Street Ceiling SB Louver                   |
| DR2-549  | F549A&B        | Dan Ryan | Red  | 71 W. 15TH Street Ceiling NB Louver                   |
| DR2-560  | F567           | Dan Ryan | Red  | 16TH Clark Louver NB                                  |
| DR2-567  | F567           | Dan Ryan | Red  | 11 W. 14TH Street NB                                  |
| DR1-558  | F568           | Dan Ryan | Red  | 1261 S. State (13TH State Louver Northbound)          |
| DR1-560  | F568           | Dan Ryan | Red  | 1260 S. State (15TH Clark Louver Southbound)          |
| DR1-567  | F DR2-567      | Dan Ryan | Red  | 1250 S. State (11 W. 14TH Street Southbound)          |
|          |                |          |      | 1250 S. State (13TH State Louver Southbound)          |
| B26      | EF B27         | State    | Red  | 936 S. State                                          |
| B31      | EF B27         | State    | Red  | 836 S. State                                          |
| A27      | EF A27         | State    | Red  | 937 S. State                                          |
| A31      | EF A27         | State    | Red  | 836 S. State                                          |
| B96      | EF B93         | State    | Red  | 400 N. State (north bank of river below street level) |
| B102     | EF B93         | State    | Red  | 436 N. State (north bank of river below street level) |
| A87      | EF A93         | State    | Red  | 381 N. State                                          |
| A102     | EF A93         | State    | Red  | 437 N. State                                          |
| A113     | EF A113        | State    | Red  | 833 N. State                                          |
| A117     | EF A113        | State    | Red  | 875 N. State                                          |
| B112     | EF B113        | State    | Red  | 834 N. State                                          |
| B117     | EF B113        | State    | Red  | 878 N. State                                          |
| A132     | EF A141        | State    | Red  | 871 N. State (sign has 875)                           |
| A137     | EF A141        | State    | Red  | 936 N. State                                          |
| A141     | EF A141        | State    | Red  | 1027 N. State                                         |
| A146     | EF A141        | State    | Red  | 1121 N. State                                         |
| A150     | EF A141        | State    | Red  | 1161 N. State (sign has 1166)                         |
| B132     | EF B142        | State    | Red  | 888 N. State                                          |
| B138     | EF B142        | State    | Red  | 836 N. State                                          |
| B142     | EF B142        | State    | Red  | 1034 N. State                                         |
| B146     | EF B142        | State    | Red  | 1118 N. State                                         |
| B150     | EF B142        | State    | Red  | 1154 N. State (sign has 1150)                         |
| B166     | EF B172        | State    | Red  | 159 W. Division                                       |
| B168     | EF B172        | State    | Red  | 217 W. Division                                       |
| B172     | EF B172        | State    | Red  | 321 W. Division                                       |
| B177     | EF B172        | State    | Red  | 405 W. Division                                       |
| B181     | EF B172        | State    | Red  | 1204 N. Cuyabour (sign has 1206)                      |
| A186     | EF A173        | State    | Red  | 158 W. Division                                       |
| A189     | EF A173        | State    | Red  | 218 W. Division                                       |
| A173     | EF A173        | State    | Red  | 320 W. Division                                       |
| A179     | EF A173        | State    | Red  | 400 W. Division (sign has 426)                        |
| A183     | EF A173        | State    | Red  | 1204 N. Cuyabour (sign has 1227)                      |
| B191     | EF B204        | State    | Red  | 1306 N. Cuyabour                                      |
| B196     | EF B204        | State    | Red  | 1376 N. Cuyabour (sign has 1402)                      |
| B200     | EF B204        | State    | Red  | 1496 N. Cuyabour (sign has 1436)                      |
| B204     | EF B204        | State    | Red  | 1536 N. Cuyabour                                      |
| B208     | EF B204        | State    | Red  | 1587 N. Cuyabour                                      |
| A191     | EF A204        | State    | Red  | 1307 N. Cuyabour                                      |
| A196     | EF A204        | State    | Red  | 1376 N. Cuyabour (sign has 1401)                      |
| A199     | EF A204        | State    | Red  | 1497 N. Cuyabour (sign has 1436)                      |
| A206     | EF A204        | State    | Red  | 1537 N. Cuyabour (1456)                               |
| A208     | EF A204        | State    | Red  | 1574 N. Cuyabour (sign has 1536) ??                   |
| A212     | EF A204        | State    | Red  | 1575 N. Cuyabour (sign has 1561) ??                   |
| B222     | EF B223        | State    | Red  | 1700 N. Cuyabour                                      |
| None     | F CD31         | Dearborn | Blue | Under CN Expressway 500 block S. Franklin WS of St.   |
| None     | EF CD102       | Dearborn | Blue | NW Corner Lake & Lower Wacker                         |
| None     | EF C127        | Dearborn | Blue | 801 W. Kinzie (retaining wall)                        |
| None     | EF D126        | Dearborn | Blue | 700 W. Kinzie                                         |
| C147     | EF C152        | Dearborn | Blue | Milwaukee & Ohio N. of Expressway                     |
| C152     | EF C152        | Dearborn | Blue | 661 N. Milwaukee                                      |
| C156     | EF C152        | Dearborn | Blue | 689 N. Milwaukee                                      |
| C160     | EF C152        | Dearborn | Blue | 727 N. Milwaukee                                      |
| D148     | EF D153        | Dearborn | Blue | Milwaukee & Ohio S. of Expressway                     |
| D153     | EF D153        | Dearborn | Blue | 656 N. Milwaukee                                      |
| D156     | EF D153        | Dearborn | Blue | 686 N. Milwaukee                                      |
| D160     | EF D153        | Dearborn | Blue | 728 N. Milwaukee (sign has 728)                       |
| C174     | EF C187        | Dearborn | Blue | 865 N. Milwaukee                                      |
| C176     | EF C187        | Dearborn | Blue | Milwaukee & Willard Northbound (sign has CT)          |
| C183     | EF C187        | Dearborn | Blue | Kennedy Express N. of Milwaukee                       |
| C186     | EF C187        | Dearborn | Blue | 1005 N. Milwaukee                                     |
| C193     | EF C187        | Dearborn | Blue | 1047 N. Milwaukee (sign has 1046)                     |
| C196     | EF C187        | Dearborn | Blue | 1079 N. Milwaukee (sign has 1061)                     |
| C202     | EF C187        | Dearborn | Blue | 1143 N. Milwaukee (sign has 1046)                     |
| D174     | EF D187        | Dearborn | Blue | 850 N. Milwaukee                                      |
| D179     | EF D187        | Dearborn | Blue | Milwaukee & Willard Southbound (sign has CT)          |
| D184     | EF D187        | Dearborn | Blue | Kennedy Express S. of Milwaukee                       |
| D189     | EF D187        | Dearborn | Blue | 1000 N. Milwaukee (sign has 1006)                     |
| D194     | EF D187        | Dearborn | Blue | 1050 N. Milwaukee (sign has 1044)                     |
| D198     | EF D187        | Dearborn | Blue | 1084 N. Milwaukee (sign has 1082)                     |
| D202     | EF D187        | Dearborn | Blue | 1144 N. Milwaukee (sign has 1148)                     |
| KD113    | F KD113        | Kimball  | Blue | Milwaukee & Sawyer Southeast                          |
| KC114    | F KC114        | Kimball  | Blue | Milwaukee & Sawyer Southwest 7 N.W.                   |
| KD129    | EF KD129       | Kimball  | Blue | Kimball & Dawson Southwest corner                     |
| KD124    | EF KD129       | Kimball  | Blue | Kimball & Woodward West                               |
| KD133    | EF KD129       | Kimball  | Blue | Kimball & Wiener Southwest                            |
| KD136    | EF KD129       | Kimball  | Blue | 3014 N. Kimball                                       |
| KC129    | EF KC129       | Kimball  | Blue | Kimball & Dawson East                                 |
| KC124    | EF KC129       | Kimball  | Blue | Kimball & Woodward East                               |
| KC133    | EF KC129       | Kimball  | Blue | Kimball & Wiener Southeast                            |
| KC136    | EF KC129       | Kimball  | Blue | 3013 N. Kimball                                       |
| OHCD7287 | EF OHCD728 A&B | O'Hare   | Blue | O'Hare Tunnel Louver L728A (common to both fans)      |
| OHCD7287 | EF OHCD728 A&B | O'Hare   | Blue | O'Hare Tunnel Louver L728B (common to both fans)      |
| OHCD736  |                | O'Hare   | Blue | O'Hare Tunnel Louver L736                             |
| OHCD740  | EF OHCD736     | O'Hare   | Blue | O'Hare NB Blast Relief/Louver                         |
| OHCD740  | EF OHCD736     | O'Hare   | Blue | O'Hare SB Blast Relief/Louver                         |

Total = 93

# Attachment D: Subway Blastshafts (Locations)

| <u>Line</u> | <u>Subway</u> | <u>NB/SB</u> | <u>Station</u> |
|-------------|---------------|--------------|----------------|
| Blue        | Dearborn      | 2 NB, 2 SB   | Clinton        |
| Blue        | Dearborn      | 2 NB, 2 SB   | LaSalle        |
| Blue        | Dearborn      | 2 NB, 2 SB   | Jackson        |
| Blue        | Dearborn      | 2 NB, 2 SB   | Monroe         |
| Blue        | Dearborn      | 2 NB, 2 SB   | Washington     |
| Blue        | Dearborn      | 2 NB, 2 SB   | Clark/Lake     |
| Blue        | Dearborn      | 2 NB, 2 SB   | Grand          |
| Blue        | Dearborn      | 2 NB, 2 SB   | Chicago        |
| Blue        | Dearborn      | 2 NB, 2 SB   | Division       |
| Blue        | Kimball       | 2 NB, 2 SB   | Logan Square   |
| Blue        | Kimball       | 2 NB, 2 SB   | Belmont        |
| Blue        | Kimball       | 1 NB, 1 SB   | O'Hare         |
|             |               |              |                |
| Red         | State         | 2 NB, 2 SB   | Roosevelt      |
| Red         | State         | 2 NB, 2 SB   | Harrison       |
| Red         | State         | 2 NB, 2 SB   | Jackson        |
| Red         | State         | 2 NB, 2 SB   | Monroe         |
| Red         | State         | 2 NB, 2 SB   | Washington     |
| Red         | State         | 2 NB, 2 SB   | Lake           |
| Red         | State         | 2 NB, 2 SB   | Grand          |
| Red         | State         | 2 NB, 2 SB   | Chicago        |
| Red         | State         | 2 NB, 2 SB   | Clark/Division |
| Red         | State         | 2 NB, 2 SB   | North/Clybourn |
|             |               |              |                |
|             |               |              |                |
|             |               |              |                |
|             |               |              |                |
|             |               |              |                |
|             |               |              |                |
|             |               |              |                |
|             |               |              |                |
|             |               |              |                |
|             |               |              |                |

Total = 86

### Attachment E: Emergency Exits (Locations)

| <u>Line</u> | <u>Exit ID</u> | <u>Address / Description</u>                                   |
|-------------|----------------|----------------------------------------------------------------|
| Blue        | CD31           | under congress exps'y 500 block on s. Franklin west side of st |
| Blue        | C97            | 210 W. Lake                                                    |
| Blue        | D97            | 227 W. Lake                                                    |
| Blue        | C102           | 333 W. Lower Wacker Drive                                      |
| Blue        | D103           | SW corner Lake & Lower Wacker                                  |
| Blue        | C117           | 300 N. Clinton (@ Milwaukee)                                   |
| Blue        | D117           | 550 W. Fulton (@ Milwaukee)                                    |
| Blue        | C128           | 402 N. Desplaines                                              |
| Blue        | D128           | 400 N. Milwaukee                                               |
| Blue        | D136           | 472 N. Milwaukee                                               |
| Blue        | C137           | 485 N. Milwaukee                                               |
| Blue        | CD153          | 655 N. Milwaukee                                               |
| Blue        | CD177          | 881 N. Milwaukee                                               |
| Blue        | CD186          | SW corner of Milwaukee & Augusta (in vacant lot)               |
| Blue        | CD196          | 1073 N. Milwaukee                                              |
| Blue        | C223           | In alley behind 1338 N. Milwaukee                              |
| Blue        | D223           | 1718 W. Ellen                                                  |
| Red         | DR1 & DR2 550  | 1501 S Clark NB & SB                                           |
| Red         | DR2-560        | 1400 S State NB                                                |
| Red         | DR1-560        | 11 W 14th Street SB                                            |
| Red         | DR1 & DR2 566  | 1250 S State SB&NB Inside Fan Room (service exit)              |
| Red         | B5             | 1359 S State SB (538' from 0)                                  |
| Red         | A6             | In Alley Behind 1352 S Wabash (646' from 0)                    |
| Red         | A20            | 1173 S State NB                                                |
| Red         | B20            | 1172 S State SB                                                |
| Red         | A87            | 223 N State NB                                                 |
| Red         | B87            | 224 N State SB                                                 |
| Red         | AB93           | North Bank of River Below Street Level NB & SB 300 N State     |
| Red         | B143           | 1050 N State SB                                                |
| Red         | A143           | 2 E Bellevue NB                                                |
| Red         | B153           | 1166 N DearBourn SB                                            |
| Red         | A154           | 1200 N DearBourn NB                                            |
| Red         | AB174          | Division & Orleans SE Corner NB & SB                           |
| Red         | B189           | 1276 N Clybourn SB                                             |
| Red         | A189           | 1277 N ClyBourn NB                                             |
| Red         | B202           | 1448 N Clybourn SB                                             |
| Red         | A202           | 1447 N ClyBourn NB                                             |
| Red         | A237           | In Alley Rear 1860 N Bissel                                    |
| Red         | B237           | In Alley Rear 1851 N Sheffield                                 |

Total = 41



# Attachment F: Subway Station Drain Cleaning

| Station           | Line     | Subway     |
|-------------------|----------|------------|
| Roosevelt         | Red      | State      |
| Harrison          | Red      | State      |
| Jackson           | Red      | State      |
| Pedestrian Tunnel | Red/Blue | State/Dear |
| Monroe            | Red      | State      |
| State/Lake        | Red      | State      |
| Grand             | Red      | State      |
| Chicago           | Red      | State      |
| Clark/Division    | Red      | State      |
| North/Clybourn    | Red      | State      |
| Division          | Blue     | Dearborn   |
| Chicago           | Blue     | Dearborn   |
| Grand             | Blue     | Dearborn   |
| Clark/Lake        | Blue     | Dearborn   |
| Washington        | Blue     | Dearborn   |
| Monroe            | Blue     | Dearborn   |
| Jackson           | Blue     | Dearborn   |
| LaSalle           | Blue     | Dearborn   |
| Clinton           | Blue     | Dearborn   |

Total # Stations/Locations = 19

**PROPOSAL**  
**SPECIFICATION NO. CTA 0058-11**  
**CONTRACT NO. B11OP00716**

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, materials, tools, equipment, incidentals, insurance and all related items necessary for the cleaning of sewers, catch basins, degreasing pits, trenches, part washers, oil water separators, industrial waste lift stations, industrial waste treatment (dewatering) buildings, bus/train wash reclaim tanks, engine cleaning pits and associated triple basins, trench and other drains in subway stations, floor and drains in subway shafts for vent and louvers, drains in subway emergency exits, removal of waste, power rodding of drains and sewers, and camera inspection of the drains and sewers, to be released as required at various CTA locations, as described in these General and Special Conditions and Detail Specification No. CTA 0058-11, at the prices set forth below on pages P-2 thru P-4. This Contract shall become effective as soon as the Contract is executed, and will continue in effect for a period of thirty-six (36) months from date of Contract.

**NOTE:** Prices quoted shall be firm for the entire contract duration and any additional time that this contract may be extended by mutual agreement between the CTA and the contractor unless escalation is stated below.

Prices firm for the first year with escalated prices with \_\_\_\_\_% maximum ceiling on escalation starting with the second 12 months and any additional time that this contract may be extended by mutual agreement between the CTA and the contractor.

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 and any additional time that this contract may be extended by mutual agreement between the CTA and the contractor.

E-mail address for releases: \_\_\_\_\_

General e-mail address if different from above: \_\_\_\_\_

PERSON TO CONTACT: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

PERSON TO CONTACT: \_\_\_\_\_ EMERGENCY PHONE NO. \_\_\_\_\_

COMPANY BIDDING: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TERMS: DISCOUNT: \_\_\_\_\_% \_\_\_\_\_ DAYS, NET 30 DAYS

**PROPOSAL**  
**SPECIFICATION NO. CTA 0058-11**  
**CONTRACT NO. B11OP00716**

Provide unit prices for the following payment items associated with the work required as detailed in the Specifications. Any other item(s) (including labor and equipment) of work required for the satisfactory completion and not listed below is/are considered incidental and shall be included in the unit prices stated below. All hourly rates shall be for on-site time except as noted below.

| DESCRIPTION                                                                                                                                                                | NORMAL BUSINESS HOURS<br>(MONDAY-FRIDAY 6:00 A.M.- 6:00 P.M.)<br>NO HOLIDAYS |                | OTHER THAN NORMAL BUSINESS<br>HOURS TO INCLUDE SATURDAYS,<br>SUNDAYS, AND HOLIDAYS |                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|----------------|------------------------------------------------------------------------------------|-------------------|
|                                                                                                                                                                            | ESTIMATED<br>YEARLY<br>QUANTITY                                              | RATES PER HOUR | ESTIMATED<br>YEARLY<br>QUANTITY                                                    | RATES PER<br>HOUR |
| SUPERSUCKER (WET OR DRY, 14 CU.YD. MINIMUM) WITH OPERATOR AND ONE (1) LABORER (hourly rates also apply for transporting waste to and unloading at CTA dewatering facility) | 816 HRS.                                                                     | \$ _____ HR.   | 408 HRS.                                                                           | \$ _____ HR.      |
| VACUUM TANK TRUCK (3000 GAL. MIN.) WITH OPERATOR AND ONE (1) LABORER (hourly rates also apply for transporting waste to and unloading at CTA dewatering facility)          | 816 HRS.                                                                     | \$ _____ HR.   | 408 HRS.                                                                           | \$ _____ HR.      |
| VACUUM TANK TRUCK (5000 GAL. MIN.) WITH OPERATOR AND ONE (1) LABORER (hourly rates also apply for transporting waste to and unloading at CTA dewatering facility)          | 816 HRS.                                                                     | \$ _____ HR.   | 408 HRS.                                                                           | \$ _____ HR.      |
| HIGH VELOCITY WATER JETTER WITH OPERATOR AND ONE LABORER                                                                                                                   | 816 HRS.                                                                     | \$ _____ HR.   | 204 HRS.                                                                           | \$ _____ HR.      |
| COMBINATION WATER JETTER AND VACUUM TRUCK WITH OPERATOR AND ONE (1) LABORER (hourly rates also apply for transporting waste to and unloading at CTA dewatering facility)   | 816 HRS.                                                                     | \$ _____ HR.   | 408 HRS.                                                                           | \$ _____ HR.      |
| FLATBED STAKE TRUCK W/ DRIVER (Delivery to and pickup from jobsite only, does not include waiting time on jobsite)                                                         | 600 HRS.                                                                     | \$ _____ HR.   | 400 HRS.                                                                           | \$ _____ HR.      |
| PICK UP TRUCK W/ DRIVER (Delivery to and pickup from jobsite only, does not include waiting time on jobsite)                                                               | 800 HRS.                                                                     | \$ _____ HR.   | 200 HRS.                                                                           | \$ _____ HR.      |
| ADDITIONAL LABORER (IF REQUIRED)                                                                                                                                           | 408 HRS.                                                                     | \$ _____ HR.   | 204 HRS.                                                                           | \$ _____ HR.      |

**COMPANY BIDDING** \_\_\_\_\_

**PROPOSAL (continued)**

SPECIFICATION NO. CTA 0058-11  
CONTRACT NO. B110P00716

| ESTIMATED<br>YEARLY<br>QUANTITY | DESCRIPTION                                                                                                                                                 | UNIT PRICE       |
|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 115,000 GALS.                   | TRANSPORT SLUDGE WASTE TO AND DISPOSE OF AT AN OFFSITE TREATMENT AND/OR DISPOSAL FACILITY<br>Waste Management Approach _____<br>Final disposal site _____   | \$ _____ GAL.    |
| 130 EA.                         | 55 GAL. DRUM FOR HAZARDOUS WASTE IF ENCOUNTERED (drums with waste removed by others)                                                                        | \$ _____ EA.     |
| 600 CU. YD.                     | SLUDGE REMOVAL, TRANSPORT, AND LEGAL DISPOSAL IN ROLL-OFF BOXES FROM CTA DE-WATERING PLANTS<br>Waste Management Approach _____<br>Final disposal site _____ | \$ _____ CU. YD. |
| 150 CU. YD.                     | REMOVE, HANDLE, TRANSPORT, AND LEGALLY DISPOSE OF NON HAZARDOUS DEBRIS ASSOCIATED WITH THE WORK THAT IS TOO LARGE TO BE VACUUMED                            | \$ _____ CU. YD. |

**PERCENTAGE TO BE ADDED TO THE ACTUAL COST OF GASKETS, GRATES, FLOOR DRAIN COVERS, CLEAN OUT COVERS, ETC. THAT MAY NEED REPLACEMENT AS DIRECTED BY THE CTA. \_\_\_\_\_%**  
(Note: Contractor to provide a copy of the invoice showing the actual cost of the materials).

**COMPANY BIDDING**

**PROPOSAL (continued)**

**SPECIFICATION NO. CTA 0058-11  
CONTRACT NO. B11OP00716**

| DESCRIPTION                                        | NORMAL BUSINESS HOURS<br>(MONDAY-FRIDAY 6:00 A.M.- 6:00 P.M.)<br>NO HOLIDAYS |                   | OTHER THAN NORMAL BUSINESS HOURS<br>TO INCLUDE SATURDAYS, SUNDAYS, AND<br>HOLIDAYS. |                   |
|----------------------------------------------------|------------------------------------------------------------------------------|-------------------|-------------------------------------------------------------------------------------|-------------------|
|                                                    | ESTIMATED YEARLY<br>QUANTITY                                                 | RATES PER<br>HOUR | ESTIMATED YEARLY<br>QUANTITY                                                        | RATES PER<br>HOUR |
| 3" PUMP WITH OPERATOR                              | 200 HRS.                                                                     | \$ _____ HR.      | 160 HRS.                                                                            | \$ _____ HR.      |
| 4" PUMP WITH OPERATOR                              | 200 HRS.                                                                     | \$ _____ HR.      | 160 HRS.                                                                            | \$ _____ HR.      |
| 6" PUMP WITH OPERATOR                              | 150 HRS.                                                                     | \$ _____ HR.      | 80 HRS.                                                                             | \$ _____ HR.      |
| CAMERA EQUIPMENT WITH OPERATOR AND ONE (1) LABORER | 200 HRS.                                                                     | \$ _____ HR.      | 100 HRS.                                                                            | \$ _____ HR.      |
| POWER RODDING CREW: 1-1/2" - 3 " LINES             | 100 HRS.                                                                     | \$ _____ HR.      | 800 HRS.                                                                            | \$ _____ HR.      |
| POWER RODDING CREW: 4" - 6 " LINES                 | 100 HRS.                                                                     | \$ _____ HR.      | 800 HRS.                                                                            | \$ _____ HR.      |
| POWER RODDING CREW: 8" AND LARGER LINES            | 100 HRS.                                                                     | \$ _____ HR.      | 400 HRS.                                                                            | \$ _____ HR.      |

**COMPANY BIDDING** \_\_\_\_\_

## 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

## 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)

**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 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.

**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)

IF BIDDER IS A CORPORATION - THIS PAGE MUST BE EXECUTED

(NOTARIAL SEAL)

**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)

**IF BIDDER IS A PARTNERSHIP OR JOINT VENTURE - THIS PAGE MUST BE EXECUTED**

## 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

\_\_\_\_\_  
President

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

\_\_\_\_\_  
Attorney