



CHICAGO TRANSIT AUTHORITY

567 West Lake Street
Chicago, Illinois 60661-1498
TEL 312 664-7200
www.transitchicago.com

Subject: **Requisition #B13FR03340** Furnish all labor, material, tools, equipment and insurance required to test, inspect, repair and maintain CTA's water based fire prevention systems at various CTA locations for a period of 36 months.
Minutes of the June 19, 2013 Pre-Bid Meeting and Meeting Attendance sheets.
Bid Opening Date: July 19, 2013

Dear Proposers:

Enclosed is a summary of the questions that arose during the Pre-Bid meeting that took place on June 19, 2013, as well as the meeting attendance sheet(s) for all participants at the Pre-Bid meeting. This will serve as the official response/position on the questions posed. Please take this information into consideration in preparation of your bid submittal.

It is important to identify receipt of Addendum # 1 within your bid submittal. **Acknowledgment of the Addendum is to be indicated in the space provided on the execution page(s) of the bid document filled out by your company. Failure to acknowledge receipt of the Addendum will result in finding your bid non-responsive.** Please use this information in the preparation of your bid. This is the only information which will be available in this regard.

The bid opening date of July 19, 2013 will remain unchanged. Any questions regarding this bid should be referred to Ms. Greta Harris at (312) 681-2463.

Sincerely,

Robert Miller
General Manager, Purchasing

IFB NO. CTA B13FR03340

**FURNISH ALL LABOR, MATERIAL, TOOLS, EQUIPMENT AND INSURANCE
REQUIRED TO TEST, INSPECT, REPAIR AND MAINTAIN CTA'S WATER BASED
FIRE PREVENTION SYSTEMS AT VARIOUS LOCATIONS
FOR A PERIOD OF (36) MONTHS**

MEETING MINUTES OF THE PRE-BID ON JUNE 19, 2013

Listed below are questions that CTA received from potential bidders relative to the subject IFB. The CTA's response is stated below. Please take the following information into consideration when preparing your Proposal.

Q1. How are questions to be handled after this meeting?

A1. All questions after this date must be submitted in writing to the attention of Ms. Greta Harris. The questions can be submitted either by fax or by e-mail. The fax number for questions to be sent to is (312) 681-2495 and the e-mail address for questions to be sent is gharris@transitchicago.com. The last date that CTA will accept any written questions is Monday, June 24, 2013.

Q2. Could our Engineers speak direct with CTA Engineers after this meeting?

A2. No. All questions and correspondence must be routed through Ms. Greta Harris only. No one else at the Authority is to be contacted. The purpose is to ensure that there is no misinterpretation of CTA's position or information given.

Q3. What are the DBE requirements for bidding?

A3. This requirement has a contract specific DBE goal of 0% assigned to the project. While bidders are encouraged to submit DBE participation, DBE participation is not required for their bid to be considered and will not factor in the award process.

Q4. **Special Conditions, Service Reports, Page SC-7:** Will CTA accept only the American Fire Sprinkler Association (AFSA) forms included in the bid document?

A4. No. CTA will accept reports other than the American Fire Sprinkler Association (AFSA) forms included with the bid document to be provided. As stated in the contract document "the reports are to be in conformance with the American Fire Safety Association (AFSA), NFPA or approved equivalent forms". The criteria listed in the AFSA forms is meant as a guideline to establish the conditions to be met for the monthly testing and inspection of the water based fire prevention equipment to be maintained.

MEETING MINUTES OF THE PRE-BID 6/19/13 (Continued)

- Q5. **Special Conditions, Rail Safety Class, Page SC-7:** Are all of the Contractor's personnel required to take the rail safety class?
- A5. No. Only the Contractor's personnel "that will be on or near our track" are required to have completed the rail safety class. Personnel servicing the rail shop locations, as well as working in the subway locations are required to have completed the rail safety class training.
- Q6. **Special Conditions, Rail Safety Class, Page SC-7:** At what distance from the centerline of the track are Contractor's personnel required to be rail safety trained in order to service the equipment?
- A6. At or near the right-of-way is defined as within twenty (20) feet of the centerline of the track. Contractor's personnel must be rail safety trained prior to servicing any equipment within the twenty (20) feet distance.
- Q7. **Special Conditions, Rail Safety Class, Page SC-7:** If we are already certified, do we have to take the rail safety training class again for this specific contract?
- A7. No. Provided the Contractor has taken the rail safety training class at CTA, is certified by CTA, and the certification is current they do not have to re-take it. The certification is not contract specific.
- Q8. Does CTA require that the testing of dry lines in the subway be completed all at the same time and within the same year?
- A8. No. While testing of the dry lines in the subway is preferable to be completed all in the same year, scheduling may not allow for it. Work in the subways has to be coordinated with Rail Operations for access, flagging and single track operations that can be difficult to coordinate. While CTA will try to accommodate, completion in within the same year may not be possible.
- Q9. Will there be times that Contractor personnel show up for testing and not allowed to perform our inspections?
- A9. No. Inspections are to be pre-scheduled/arranged with CTA personnel in advance; therefore that situation should not occur.

MEETING MINUTES OF THE PRE-BID 6/19/13 (Continued)

Q10. If testing or service is required after hours, will a CTA person accompany the Contractor?

A10. Yes. CTA personnel will be on-site for any after hour service work required.

Q11. Is the Contractor required to coordinate their work with the plumbers?

A11. No. The Contractor is not to coordinate their work with the plumbers.

Q12. For the drain and flush of all the risers at each facility on an annual basis, is the Contractor required to coordinate their work with the Chicago plumbing inspector?

A12. Yes. The annual drain and flush of risers is to be coordinated with the Chicago plumbing inspector.

Q13. **Detail Specification No. CTA 9340-09, Section 4.2, Item J, Page D-8:** This section requires replacement of fire hoses. Can CTA provide the number and size of fire hoses that may be required to be replaced?

A13. No. CTA does not have an inventory of all the fire hoses and their various sizes. Replacement of fire hoses will be handled on case-by-case basis. Should the Contractor recommend that a fire hose be replaced, they are to submit a written quote for CTA approval based on a time and material basis. Past replacement of fire hoses has been very little.

Q14. **Table "A" Summary of Facilities with Water Based Fire Protection:** This table indicates that all 24 service locations have stand pipe systems to be tested on a monthly basis. Do all locations have stand pipe systems?

A14. Yes, all locations have stand pipe systems. The term standpipe systems as defined by the National Fire Protection Agency (NFPA) is an arrangement of piping, valves, hose connections, and allied equipment installed in a building or structure with the hose connections located in such a manner that water can be distributed in streams or spray patterns through hose and nozzles, for the purpose of extinguishing a fire and so protecting a building or structure and its contents in addition to protecting the occupants. Bidders are to refer to American Fire Sprinkler Association (AFSA) form 108A for the work that is expected, as well as to Section 4.2 C of the Detail Specification. No change will be made to Table A.

MEETING MINUTES OF THE PRE-BID 6/19/13 (Continued)

- Q15. Are the fire department fixtures outside the building(s) with Siamese connections to be inspected on this contract? If so, how many of these fixtures are to be inspected?
- A15. Yes, the fire department connections located outside of the various buildings are to be visually inspected on an annual basis. Each of the twenty-four (24) facilities will have a minimum of one (1) connection at each location. Some locations will have more than one (1) connection.
- Q16. **Detail Specification No. CTA 9340-13, Section 3.4, Page D-6:** Is there any time restriction for fire hydrants to be flushed on an annual basis that are located at grade level, but may be near CTA operating tracks?
- A16. Of the (145) fire hydrants located at grade level and listed on Table "A", the majority can be flushed during normal business hours. Only (2) of the (12) locations listed with at grade fire hydrants need to be tested/flushed during non-rush hour period. The (2) locations that that require non-rush hour testing are: Rosemont Shop and Linden Shop.
- Q17. **Detail Specification No. CTA 9340-13, Section 3.2, Page D-5:** Is the Contractor required to provide their own lifting devices to service the various water based fire prevention equipment?
- A17. Yes. The Contractor is to provide all required personnel, material, tools and equipment necessary, including lifting devices, to perform the required inspections, tests, maintenance and repairs of the various water based fire prevention systems. No change will be made to the detail specification.
- Q18. **Detail Specification No. CTA 9340-13, Section 3.2, Page D-5:** Does CTA have any restriction on the type of lifting devices provided by the Contractor?
- A18. Yes. Only electric operated lifting devices will be allowed. No gas or diesel boom lifts are allowed in any of the service locations.
- Q19. **Detail Specification No. CTA 9340-13, Section 4.2, Item F, Page D-8:** When flushing the fire hydrants in the subways, is the Contractor required to bring the water back up to the surface?
- A19. No. The Contractor is not required to bring the water back up to the surface. The water can remain in the subway and can be drained into the nearest sewer. Contractors are cautioned to be careful so that water does not get on the third rail.

MEETING MINUTES OF THE PRE-BID 6/19/13 (Continued)

- Q20. **Detail Specification No. CTA 9340-13, Section 4.2, Item G, Page D-8:** During the testing of the subway dry line systems are both the dry pipes & the dry standpipes to be tested?
- A20. Yes. Both the dry pipes & dry standpipes are required to be tested in the subway.
- Q21. **Detail Specification No. CTA 9340-13, Section 4.2, Item G, No. 3, Page D-8:** Do the dry standpipe lines to be tested every three (3) years require a full flush to be performed?
- A21. Yes. As stated in the contract document, the subway dry line systems are to be “flow tested @ full flow of water through pipes.” No change will be made to the detail specification.
- Q22. **Detail Specification No. CTA 9340-13, Section 4.2, Item G, No. 2, Page D-8:** Under what pressure are the dry standpipe lines in the subway to be tested?
- A22. The Contractor is to test with city water at city pressure, as well as at 200 psi. No change will be made to the detail specification.
- Q23. **Detail Specification No. CTA 9340-13, Section 4.2, Item G, Page D-8:** When performing the testing on the dry standpipe system, will there be any train traffic?
- A23. Yes. While CTA cannot stop all train traffic, CTA will single track the train equipment and provide flagging personnel. In addition, this testing is to be done during “non-rush hour” hours where train traffic is at a minimum.
- Q24. Will CTA provide the Contractor with codes need to shut off the alarms at the various facilities?
- A24. Yes. CTA will provide the Contractor awarded this contract with the alarm codes on an as needed basis.
- Q25. Who is the primary contact personnel at the various bus garages and facilities that the Contactor is to schedule work with?
- A25. The Contractor’s main contact will be Mr. Len Romano. All scheduled site visits for inspection and testing are to be scheduled with him. He will then either contact the appropriate personnel or provide you with the additional contact information.

MEETING MINUTES OF THE PRE-BID 6/19/13 (Continued)

- Q26. CTA has seven (7) locations listed with deluge systems. Can CTA provide the number of heat detectors that are associated the deluge system at each location?
- A26. CTA estimates that all locations with deluge systems will have an average of (20) heat detectors per location, with the exception of West Shop. West Shop has approximately (6) heat detectors. Servicing of this equipment is to be included in your flat rate annual charge.
- Q27. How many panels are there at the West Shop location to be serviced?
- A27. There are three stand alone sub-panels located at the West Shop location, but no main panel.
- Q28. What is the status of the 3rd rail during water flow into the rails?
- A28. The third rail will be live during the water flow into the rails. The Contractor is cautioned to not directly spray water onto the third rail, but rather down the tube or up to the ceiling.
- Q29. Will you provide someone to walk the sites with us for assistance with the alarms? Or will we need to provide someone to handle the alarm panel?
- A29. CTA will provide personnel to assist with the alarms when it is needed, however the Contractor will be primarily responsible for handling the panel.
- Q30. Do you anticipate the bid opening date be extended as a result of this meeting?
- A30. No. The bid opening date will be remain at Friday, July 19, 2013.

END OF MINUTES

NEW DOGS

3/ Fine tuning of water based emulsions

Met Sam - 2900 11 March

months

CTA PERSONNEL

Date	Time	Location	Affiliation/Position
6-14-12	9:30 AM	West Shop - 3900 W. Maple	

cta 9800 (07/89)

CHICAGO TRANSIT AUTHORITY
Advertisement for Bids

Sealed bids will be received for the following by Chicago Transit Authority at the Bid Office - 2nd Floor, 567 W. Lake Street, Chicago, IL, 60661-1498, no later than 11:00 a.m. on Friday, July 19, 2013 at which time all such bids will be opened publicly and read aloud:

Req No: B13FR03340, Spec. No. CTA 9340-13 w/tables A, B, & C.

Furnish All Labor, Material, Tools, Equipment & Insurance Required to Test, Inspect, Repair & Maintain CTA's Water Based Fire Prevention Systems at Various Locations as required for a period of (36) months.

PROPOSAL GUARANTEE: NONE

A Pre-Bid Meeting will be held on Wednesday, June 19, 2013 at 9:30 a.m. at CTA's West Shop Facility located at 3900 W. Maypole Ave., Chicago, IL. 60624 (East Entrance).

Please contact the Procurement Administrator to confirm attendance by Thursday, June 13, 2013 via e-mail at gharris@transitchicago.com.

NOTE: This meeting will involve visiting multiple locations, so plan on spending the entire day and providing your own transportation.

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

Any contract resulting from this bid is subject to a financial assistance between the Chicago Transit Authority, the United States Department of Transportation and the Regional Transportation Authority and the Illinois Department of Transportation.

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

All bidders will be required to certify that they are not on the Comptroller General's list of ineligible contractors.

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

Chicago Transit Authority hereby notifies all bidders that it will affirmatively ensure that in regard to any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

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

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

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

CHICAGO TRANSIT AUTHORITY

By: Ellen McCormack
Vice President,
Purchasing

May 28, 2013



FURNISH ALL LABOR, MATERIAL, TOOLS, EQUIPMENT & INSURANCE
REQUIRED TO TEST, INSPECT, REPAIR & MAINTAIN
CTA'S WATER BASED FIRE PREVENTION SYSTEMS
AT VARIOUS LOCATIONS AS REQUIRED FOR A PERIOD OF 36 MONTHS

REQUISITION NO.: B13FR03340

SPECIFICATION NO.: CTA 9340-13

DRAWING NOS.: Tables A; B; & C

PROJECT NO.: 15020

INSURANCE REQUIRED: Yes

BID DEPOSIT AMOUNT: None Required

INFORMATION:

Sr. Procurement Administrator: Greta Harris

Phone Number: (312) 681-2463

BID PACKAGES TO BE RETURNED TO:

By Mail, In Person Drop-off or Delivery Service

Chicago Transit Authority

Bid Office - 2nd Floor

567 W. Lake Street

Chicago, IL 60661-1465

All Signatures to be sworn before a Notary Public



ISSUED BY

Purchasing Department

Chicago Transit Authority

567 W. Lake Street, Chicago IL 60661-1465

Ellen McCormack, Vice President, Purchasing & Warehousing

Forrest Claypool, President

Terry Peterson, Chairman

READ THIS PAGE BEFORE FILLING OUT BID PACKAGE

DOCUMENT PREPARATION

for Materials & Supplies

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

SIGNATURES REQUIRED ON THE FOLLOWING ITEMS

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

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

- **TO BE EXECUTED BY A CORPORATION**

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

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

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

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

- **TO BE EXECUTED BY SOLE PROPRIETOR**

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

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

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

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

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

CONTRACT FOR SUPPLIES REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

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

1. DEFINITIONS:

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

2. COMPLIANCE WITH LAWS:

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

3. BID DEPOSIT:

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

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

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

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

4. PREPARATION OF BID:

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

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

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

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

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

ALL SIGNATURES MUST BE SWORN TO BEFORE A NOTARY PUBLIC

5. SUBMISSION OF BIDS:

All prospective bidders shall submit **ONE (1) SEALED BID** in the envelope provided for that purpose to the CHICAGO TRANSIT AUTHORITY, Bid Office – 2nd Floor, 567 W. Lake Street, Chicago, Illinois 60661-1498; 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. 567 W. Lake Street, Chicago, IL 60661-1498.

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, Accounts Payable, 567 W. Lake Street, Chicago, IL 60661-1498. 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: B13FR03340**

I. POLICY AND TERMS

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

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

Disadvantaged Business Enterprise Goal: 0%

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, Kiribati, Jauvlu, Nauru, Federated States of Micronesia or Hong Kong; and
5. **"Subcontinent Asian Americans"**, which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka.
6. **"Women"**
7. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

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

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 Contractor must utilize the "Chicago Transit Authority's Disadvantaged Business Enterprise System (B2GNOW)" <https://cta.dbesystem.com/> which provides the Contractor an easy to use web-based service for reporting payments rendered to all Subcontractors. The frequency with which these reporting will vary based on each individual contract, but in no event will reporting be required less frequently than quarterly. **Failure to follow these directions may delay payment.**
- C. In the case of a one-time procurement with either a single or multiple deliveries, the contractor must utilize the "Chicago Transit Authority's Disadvantaged Business Enterprise System (B2GNOW)" <https://cta.dbesystem.com/> which provides the Contractor with an easy to use web-based service for reporting payments rendered to all Subcontractors. The required entries on B2GNOW must be completed prior to or concurrently with the Contractor's submittal of its final invoice to the Authority user department identified in the contract. PLEASE NOTE: Two different processes must be followed. (1) The original invoices must be submitted directly to the Authority department identified in the contract and (2) a report of Subcontract Payments must be entered onto B2GNOW. **Failure to follow these directions may delay final payment.**

The address for the General Manager, DBE Program, is: **CTA DBE-General Manager, Diversity Department, 567 W. Lake Street, Chicago, IL 60661-1465.**

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 CTA. All of the Contractor's contracts with its Subcontractors must state that the Subcontractor will receive payment within 7 calendar days of the date that the Contractor has received payment from the CTA.
- 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 CTA's authorized representative, 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 CTA's authorized representative, satisfactorily completed its portion of the Work.
- C. A delay in or postponement of payment to the Subcontractor requires good cause and prior written approval of the General Manager, Purchasing.
- D. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
- E. CTA will not pay the Contractor for work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing with CTA of lien waivers, canceled checks (if requested) and the Contractor's sworn statement that it has complied with the prompt payment requirements. Prime Contractors must submit a prompt payment affidavit, (form to be provided by CTA) which identifies each subcontractor (both DBE and non-DBE) and the date and amount of the last payment

to such subcontractor, with every payment request filed with CTA, except for the first payment request, on every contract with CTA.

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

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

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 proposer 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 proposer'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 <http://www.federalreserve.gov/releases/mob/current/default.htm>.

DBE Assistance Agencies

The following agencies are available to prospective bidders for assistance.

<p>Alliance of Business Leaders & Entrepreneurs (ABLE) 150 N. Michigan Ave., Suite 2800 Chicago, IL 60601 Contact: Donna Gaines Phone: (312) 624-7733 Fax: (312) 275-7841 Email: donna@donnamgaines.com Website: www.ablechicago.com Services</p> <ul style="list-style-type: none"> • Business Development 	<p>Black Contractor United (BCU) 11906 S. Michigan Ave. Chicago, IL 60628 Contact: Belinda Henderson Phone: (773) 483-4000 Fax: (773) 483-4150 Email: belinda_bcu@att.net / bcunewera@att.net Website: www.blackcontractorsunited.com Services</p> <ul style="list-style-type: none"> • Business Development
<p>Chatham Business Association (CBA) 8441 S. Cottage Grove Ave. Chicago, IL 60619 Contact: Melinda Kelly Phone: (773) 994-5006 Fax: (773) 994-9871 Email: melkelcba@sbcglobal.net Website: www.cbaworks.org Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance 	<p>Chicago Minority Business Development Council, Inc. (CMBDC) 105 W. Adams St., Suite 2300 Chicago, IL 60603 Contact: Shelia C. Hill Morgan Phone: (312) 755-8880 Fax: (312) 755-8890 Email: shillmorgan@chicagomsdc.org Website: www.cmbdc.org Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance
<p>Chicago Urban League (CUL) 4510 S. Michigan Ave. Chicago, IL 60653 Contact: Kenya Spann Phone: (773) 285-5800 Fax: (773) 285-7772 Email: kspann@thechicagourbanleague.org Website: www.thechicagourbanleague.org Services</p> <ul style="list-style-type: none"> • Business Development 	<p>Federation of Women Contractors (FWC) 5650 S. Archer Ave. Chicago, IL 60638 Contact: Joan Anderse Phone: (312) 360-1122 Fax: (312) 360-0239 Email: joan@andersenpump.com Website: www.fwcchicago.com Services</p>
<p>Hispanic-American Construction Industry Association (HACIA) 901 West Jackson Blvd., Suite 205 Chicago, IL 60607 Contact: Jorge Perez Phone: (312) 666-5910 ext. 22 Fax: (312) 666-5692 Email: jperez@haciaworks.org Website: www.haciaworks.org Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance 	<p>Illinois Hispanic Chamber of Commerce (IHCC) 855 W. Adams, Suite 100 Chicago, IL 60607 Contact: Omar Duque Phone: (312) 425-9500 Fax: (312) 425-9510 Email: asoto@ihccbbusiness.net Website: www.ihccbbusiness.net Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance

DBE Assistance Agencies (Continued)

<p>Latin American Chamber of Commerce (LACC) 3512 W. Fullerton Ave. Chicago, IL 60647 Contact: D. Lorenzo Padron Phone: (773) 252-5211 Fax: (773) 252-7065 Email: D.LorenzoPadron@latinamericanchamberofcommerce.com Website: www.latinamericanchamberofcommerce.com</p> <p>Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance 	<p>Philippine American Chamber of Commerce of Greater Chicago (PACCGC) 3413 N. Milwaukee Ave Chicago, IL 60641 Contact: James Villar Phone: (773) 545-4330 Fax: (773) 545-4373 Email: jamesvillar@paccgc.org Website: www.paccgc.org</p> <p>Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance
<p>Women's Business Development Center (WBDC) 8 S. Michigan Ave., 4th Floor Chicago, IL 60603 Contact: Freida Curry Phone: (312) 853-3477 Fax: (312) 853-0145 Email: fcurry@wbdc.org Website: www.wbdc.org</p> <p>Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance 	<p>Women Construction Owners & Executives (WCOE) 308 Circle Avenue Forest Park, IL 60130 Contact: Mary Kay Minaghan Phone: (708) 366-1250 Fax: (708) 366-5418 E-mail: mkm@mkmservices.com Website: www.wcoeusa.org</p> <p>Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance

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

<p>Chicago Transit Authority Project Information c/o Ellen McCormack Purchasing Department 567 W. Lake St. Chicago, IL 60661-1465 Phone: (312) 681-2400 Fax: (312) 681-2405 E-mail: emccormack@transitchicago.com</p>	<p>Chicago Transit Authority DBE Directory c/o Nelson Robles Diversity Programs Department 567 W. Lake St. Chicago, IL 60661-1465 Phone: (312) 681-2600 Fax: (312) 681-2605 E-mail: nrobles@transitchicago.com</p>
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DBE - 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): _____



DBE - 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:



DBE - SCHEDULE B

AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

VIII. Control of and Participation in the Joint Venture *(continued)*

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

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

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

1. Supervision of field operations:

2. Major purchases:

3. Estimating:

4. Engineering:

IX. Financial Controls of Joint Venture:

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

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

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



- [illegible]

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: _____

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DBE - 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.*

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

(Name of DBE Firm)

(Printed Name of Owner, President, or Authorized Agent of DBE)

(Printed Title)

Date

Phone

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

(Name of non-DBE Firm)

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

(Printed Title)

Date

Phone

NOTARY PUBLIC

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

(Name of DBE firm) _____

personally known to me as the person(s) 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.

OFFICIAL NOTARY SEAL:

Signature of Notary Public

My Commission Expires: _____



**LETTER OF INTENT FROM DBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER,
AND/OR CONSULTANT (If Prime Contractor is a DBE firm, only fill out Schedule D)**

TOTAL CONTRACT VALUE: _____

TO: (Name of Prime Contractor) _____ **and the Chicago Transit Authority**

NAICS CODES – List codes assigned to DBEs that can be used on this project:	DESCRIPTION OF WORK FOR ENTIRE CONTRACT TERM–P lease describe in DETAIL what TYPE of WORK you will be performing for the entire length on this project:	QUANTITY	UNIT PRICE	Total DBE Contract Value listed separately for each item
				TOTAL DBE CONTRACT



DBE - SCHEDULE C

Bidder's or Proposer's failure to submit all 3 pages of this Schedule C with its bid will result in the bid being rejected in its entirety.

LETTER OF INTENT FROM DBE (continued) / REQUISITION / JOB NO.: _____

Sub-Contracting Levels

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 BELOW.

% _____ 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 ANY dollar amount of the DBEs 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 (7) seven calendar days of your receipt of a signed contract from the Chicago Transit Authority or prior to any work being performed by the DBE subcontractor.

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

(Name of DBE Firm)

(Printed Name of Owner, President, or Authorized Agent of DBE)

(Printed Title)

Date

Phone

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

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

(Name of non-DBE Firm)

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

(Printed Title)

Date

Phone



DBE - SCHEDULE C

LETTER OF INTENT FROM DBE (continued) / REQUISITION / JOB NO.: _____

Bidder's or Proposer's failure to submit all 3 pages of this Schedule C with its bid will result in the bid being rejected in its entirety.

THIS FORM MUST BE SIGNED AND NOTARIZED

DBE AFFIDAVIT

If awarded a contract or subcontract, I agree to promptly and directly provide the prime contractor and the CTA on an ongoing basis, current, complete and accurate information regarding (1) work performed on the project; (2) payments; and (3) proposed changes, if any, to the foregoing arrangements.

I shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. I shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by me 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 CTA deems appropriate.

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

(Printed Name of Owner, President, or Authorized Agent of DBE)

(Date)

NOTARY PUBLIC

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

(Name of DBE firm) _____

personally known to me as the person(s) 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.

OFFICIAL NOTARY SEAL:

Signature of Notary Public

My Commission Expires: _____



DBE - SCHEDULE D

Bidder's or Proposer's failure to submit all 3 pages of this Schedule D with its bid will result in the bid being rejected in its entirety.

DBE UTILIZATION PLAN

NAME OF PROJECT / CONTRACT: _____

REQUISITION NO.: _____

JOB ORDER NO.: _____

TOTAL CONTRACT VALUE: _____

STATE OF: _____

COUNTY (CITY) OF: _____

*In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am the _____
(Title of Affiant)*

*and duly authorized representative of _____
(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 agreements(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 OF WORK FOR ENTIRE CONTRACT TERM-- Please describe in DETAIL what TYPE of WORK the DBEs will be performing on this contract for its entire length:	TOTAL DOLLAR AMOUNT OF EACH DBE CONTRACT
		TOTAL \$\$ for ALL DBE:



DBE - SCHEDULE D

Bidder's or Proposer's failure to submit all 3 pages of this Schedule D with its bid will result in the bid being rejected in its entirety.

PRIME CONTRACTOR AFFIDAVIT

DBE UTILIZATION PLAN / REQUISITION / JOB NO.: _____

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 a formal agreement with all listed DBE firms for work as indicated by this Schedule D and accompanying Schedule C's, and will enter into such agreements within (7) seven calendar days after receipt of the contract executed by the Chicago Transit Authority or prior to any work being performed by the DBE subcontractor(s). In the event the Prime contractor cannot meet said seven (7) 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 designates the following person as their DBE Liaison Officer:

(Printed Name of DBE Liaison Officer)

(Phone)

(Email)

I do solemnly declare and affirm under penalty 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.

(Signature of Owner, President, or Authorized Agent of Prime Contractor)

(Name of Prime Contractor Firm)

(Printed Name of Owner, President, or Authorized Agent of Prime Contractor)

(Printed Title)

Date

Phone



DBE - SCHEDULE D

Bidder's or Proposer's failure to submit all 3 pages of this Schedule D with its bid will result in the bid being rejected in its entirety.

DBE UTILIZATION PLAN / REQUISITION / JOB NO.: _____

THIS FORM MUST BE SIGNED AND NOTARIZED

PRIME CONTRACTOR AFFIDAVIT

If awarded a contract, I agree to promptly and directly provide the CTA on an ongoing basis, current, complete and accurate information regarding (1) work performed on the project; (2) payments; and (3) proposed changes, if any, to the foregoing arrangements.

I shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. I shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by me 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 CTA deems appropriate.

(Name of Prime Contractor Firm)

(Printed Name of Owner, President, or Authorized Agent of Prime Contractor)

(Date)

(Signature of Owner, President, or Authorized Agent of Prime Contractor)

NOTARY PUBLIC

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

(Name of Affiant) _____

personally known to me as the person(s) 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.

OFFICIAL NOTARY SEAL:

Signature of Notary Public

My Commission Expires: _____

NAME OF PRIME BIDDER**BIDDERS LIST****BID NO.** _____**DATE:** _____**JOB ORDER NO.** _____**BID DUE DATE:** _____**BUS. PHONE NO.** _____**ADDRESS:** _____**CITY:** _____**STATE:** _____**CONTACT PERSON:** _____

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

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

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

STANDARD GOVERNMENT REQUIREMENTS FOR MATERIAL AND EQUIPMENT PURCHASES

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

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

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

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

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

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

H. SPECIFIC MATERIALS AND/ OR SPECIFIC EQUIPMENT. Wherever in these Specification an article, equipment or material is defined by describing a proprietary product or by using the name of a manufacturer or vendor or trade name including catalogue numbers and/ or part numbers and/ or drawing numbers, the term "or equal" if not inserted shall be implied. The specific article, equipment or material mentioned shall be understood as establishing the type, function and minimum standard of design, efficiency, quality and performance desired and shall not be construed in such a manner as to exclude manufacturer's products or comparable design, efficiency, quality and performance. CTA engineers shall decide whether or not the article, equipment or material proposed by the bidder or contractor is equal to that specified in the Specification.

I. TERMINATION OF CONTRACT. Chicago Transit Authority reserves the right to terminate this contract at any time after date of contract, with or without cause, by giving the contractor, in writing, a notice of termination. The notice shall be mailed certified to the contractor at his business address, and the effective date of termination shall be the date of receipt of the notice as shown on the certified mail return receipt. The Chicago Transit Authority shall pay the contractor for the sums then due for acceptable services performed in accordance with this contract and costs incurred in connection therewith up to the termination date.

J. CARGO PREFERENCE – USE OF UNITED STATES-FLAG VESSELS. The contractor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above to the Grantee (through the prime contractor in the case of subcontractor bill-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 20590, marked with appropriate identification of the Project.

K. PATENT RIGHTS

1. Contractors may reserve a revocable, nonexclusive, royalty-free license in each patent application filed in any country or each invention subject to this clause and resulting patent in which the government acquires title. The license shall extend to the third-party contractor's domestic subsidiaries and affiliates, if any, within the corporate structure of which the third-party contractor is a part and shall include the right to grant sublicenses of the same scope to the extent the third-party contractor was legally obligated to do so at the time the contract was awarded. The license shall be transferable only with approval of FTA except when transferred to the successor of that part of the third party contractor's business to which the invention pertains.
2. The third-party contractor's nonexclusive domestic license retained pursuant to paragraph (1) of this clause may be revoked or modified by FTA to the extent necessary to achieve expeditious practical application of the subject invention under 41 C.F.R. 101-4. 103-3 pursuant to an application for exclusive license submitted in accordance with 41 C.F.R. 101-4. 104-3. This license shall not be revoked in that field of use and/or the geographical areas in which the third-party contractor has brought the invention to the point of practical application and continues to make the benefits of the invention reasonably accessible to the public. The third-party contractor's nonexclusive license in any foreign country reserved pursuant to paragraph (1) of this clause may be revoked or modified at the discretion of FTA to the extent the third-party contractor or his domestic subsidiaries or affiliates have failed to achieve the practical application of the invention in that foreign country.
3. Before modification or revocation of the license, pursuant to paragraph (2) of this clause, FTA shall furnish the third-party contractor a written notice of its intention to modify or revoke the license and the third-party contractor shall be allowed 30 days (or such longer period as may be authorized by FTA for good cause shown in writing by the third-party contractor) after the notice to show cause why the license should not be modified or revoked. The third-party contractor shall have the right to appeal, in accordance with procedures prescribed by FTA any decision concerning the modification or revocation of his license.

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS

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

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

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

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

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

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

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

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

§661.1 **Applicability**

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

§661.3 **Definitions**

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

ADMINISTRATOR means the Administrator of FTA, or designee.

FTA means the Federal Transportation Administration.

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

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

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

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

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

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

§661.5 **General Requirements for steel and manufactured products**

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

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

CERTIFICATE OF COMPLIANCE WITH SECTION 165(a)

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

Date _____

Signature _____

Company Name _____

Title _____

CERTIFICATE OF NON-COMPLIANCE WITH SECTION 165(a)

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

Date _____

Signature _____

Company Name _____

Title _____

§661.7 Waivers

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

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

§661.9 Application for Waivers

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

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

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

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

§661.11 Rolling Stock procurement

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

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

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

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

Appendix A to §661.11 – General Waivers

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

Appendix B to §661.11 – Typical Components of Buses

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

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

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

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

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

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

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

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

Date _____

Signature _____

Company Name _____

Title _____

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

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

Date _____

Signature _____

Company Name _____

Title _____

§661.11 Grantee responsibility

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

§661.14 Investigation procedures

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

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

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

§661.17 Failure to comply with certification

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

§661.19 Sanctions

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

§661.20 Rights of third parties

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

§661.21 State Buy America provision

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

BID PROTEST PROCEDURES

SECTION I – AUTHORITY BID PROTEST PROCEDURE

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

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

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

B. Definitions for purposes of this section -

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

C. Submission of Protest

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

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

Protest should be submitted to:

**General Manager Purchasing
Chicago Transit Authority
567 W. Lake Street
Chicago, IL 60661-1498**

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 protestor 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**
[Short Form rev. 11/13/09]

REQUISITION NUMBER: **B13FR03340**
SPECIFICATION NUMBER CTA: _____

PART I. GENERAL INSTRUCTIONS AND REQUIREMENTS

A. WAYS TO COMPLY WITH CTA INSURANCE REQUIREMENTS.

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

Contractors must provide the CTA with the following documents:

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

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

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

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

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

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

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

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

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

C. CTA ADDRESS.

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

Chicago Transit Authority
Manager of Insurance Controls, Risk Compliance
567 W. Lake St.
Chicago, IL 60661

D. OBLIGATION TO MAINTAIN CONTINUOUS COMPLIANCE

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

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

PART II. INSURANCE REQUIREMENTS

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

PART III. INSURANCE COVERAGES

A. WORKERS COMPENSATION

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

Coverage B: Employers Liability:

\$1,000,000 Bodily Injury by Accident

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

B. COMPREHENSIVE OR COMMERCIAL GENERAL LIABILITY:

\$2,000,000 General Aggregate

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

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

\$1,000,000 Per Occurrence

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

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

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

C. AUTOMOBILE LIABILITY

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

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

D. UMBRELLA LIABILITY

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

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

E. OWNERS PROTECTIVE LIABILITY

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

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

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

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

G. CARGO LIABILITY/INLAND MARINE

N/A OCC/AGG

H. PROFESSIONAL LIABILITY

\$1,000,000 PER CLAIM

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

PART IV PERFORMANCE AND PAYMENT BOND REQUIREMENTS

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

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

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



Issue Date: _____

INSURANCE CERTIFICATE OF COVERAGE

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

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

Name and Address of Certificate Holder and Receipt of Notice

Signature of Authorized Representative

Certificate Holder/Additional Insured

Chicago Transit Authority
Dept. of Risk Management
567 W Lake St.
Chicago, IL 60661

Agent/Company Address

Telephone _____

SPECIAL CONDITIONS

SPECIFICATION NO. CTA 9340-13
TABLE(S) "A"; "B"; & "C"
CONTRACT NO. B13FR03340

PERFORMANCE/ PAYMENT BOND

None required.

INSURANCE

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

SCOPE OF WORK

This requirement requires a Contractor to provide inspection, testing and maintenance of CTA's water based fire prevention systems system wide. The various systems that this contract will support include wet and dry sprinkler systems, wet and dry stand pipe systems, pre-action and deluge sprinkler systems, fire pump assemblies, fire hydrants and all associated components downstream from the water meter to the end of the sprinkler lines. The Contractor will be required to provide monthly, quarterly, semi-annual and annual test and inspections at various CTA locations on all the water based fire prevention equipment located at each of the (24) facilities identified in attached Table "A", including the monthly submittal of the appropriate American Fire Sprinkler Association (AFSA) forms or approved NFPA equivalent. In addition, the Contractor will be required to provide an annual inspection and certification of the (21) fire pumps listed on the attached Table "A" in order to assure compliance with all Municipal Fire Regulations and the City of Chicago's Fire Prevention Bureau requirements. Further, the Contractor will be required to drain & flush the wet pipe sprinkler systems located at (18) locations as identified on attached Table "A" on an annual basis. The Contractor will, also, be required to flush the (140) fire hydrants located at "grade level" and identified on attached Table "A" on an annual basis, as well as they will be required to flush the (29) fire hydrants located in the "subway" as identified on attached Table "B" on an annual basis. Lastly, the Contractor will be required to test the dry line systems located at (13) subway locations and identified on the attached Table "C" once every three (3) years. The Contractor is to advise the Authority of any defects found during their inspections and will be responsible for repair work on an "as needed" basis in order to assure trouble-free operation. Repair estimate(s) are to be presented to the Manager II Buildings and System Maintenance, or designee at the CTA and the Contractor must obtain written authorization prior to proceeding. The Contractor needs to have properly licensed personnel to do the required work and have at minimum five years experience with the maintenance of similar water based fire prevention systems.

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 9340-13

TABLE(S) "A"; "B"; & "C"

CONTRACT NO. B13FR03340

PROPOSAL PAGE PREPARATION

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

- 1) Section "A": List the flat rate cost to perform one annual inspection and certification for each of the fire pumps listed on the Proposal Page(s) attached to assure compliance with all Municipal Fire Regulations and the City of Chicago's Fire Prevention Bureau requirements, as well as the lump sum total for all locations. **NOTE: The price quoted per pump is to include the city permit fee.**
- 2) Section "B": List the flat rate annual cost to provide monthly, quarterly, semi-annual and annual test/inspections for each location listed "with" fire pumps taking into consideration all of the listed riser equipment at the site in accordance with the American Fire Safety Association (AFSA), NFPA (National Fire Protection Association) and OEM manufacturer requirements, as well as the lump sum total for all locations. **Note:** The annual cost quoted will be divided by twelve and paid on a monthly basis.
- 3) Section "C": List the flat rate annual cost to provide monthly, quarterly, semi-annual and annual test/inspections for each location listed "without" fire pumps taking into consideration all of the listed riser equipment at the site in accordance with the American Fire Safety Association (AFSA), NFPA (National Fire Protection Association) and OEM manufacturer requirements, as well as the lump sum total for all locations. **Note:** The annual cost quoted will be divided by twelve and paid on a monthly basis.
- 4) Section "D": List the flat rate annual charge "per location" to provide the drain & flush of all the risers located at each facility on an annual basis, as well as the lump sum total cost for all locations. **Note:** There are (18) locations that this service will be required at.
- 5) Section "E": List the flat rate charge "per fire hydrant" to provide flushing of a "grade level" fire hydrant on an annual basis. **Note:** There are (140) of these fire hydrants located at (11) different locations.
- 6) Section "F": List the flat rate charge "per fire hydrant" to provide flushing of a "subway" fire hydrant on an annual basis. **Note:** There are (29) of these fire hydrants located on the red and blue subway lines.
- 7) Section "G": List the flat rate charge "per location" to test the subway dry line systems, as well as the lump sum total cost for all locations. This service is only required once every (3) years. **Note:** There are (13) locations to be tested that are located on the red and blue subway lines.

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 9340-13

TABLE(S) "A", "B"; & "C"

CONTRACT NO. B13FR03340

PROPOSAL PAGE PREPARATION (Continued)

- 8) Section "H": List their straight time labor rate for Monday through Friday work (7:00 am to 3:30 pm), their overtime labor rate for Monday through Friday work (3:30 pm to 7 am) and all day Saturday, as well as their labor rate for Sunday/holiday work for the various trade personnel listed to provide repair work "as needed" outside of the monthly or annual inspections, testing & fire hydrant flushings required. **Note:** Holidays are defined as: New Years Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day only.
- 9) Section "H": List the flat rate roundtrip service call rate to apply to any repair work required outside of the monthly or annual inspection(s), testing & flushings. **Note:** The flat rate quoted is to apply to any of the given service locations and is to be fully loaded for labor and mileage expenses required to show up at the facility. No additional expense will be allowed to arrive at the jobsite. Hourly labor charges would then apply after the Contractor has reached the facility and begun actual repair work.
- 10) Section "H": List the percent mark-up to be applied to material/parts required in the event of needed repair/upgrade work. **Note:** Subcontractor or rental equipment expenses are not covered under this section and are not subject to mark-up.

Please note that work performed in Section "A" is to be performed during "normal" business hours (7:00 am to 3:30 pm, Monday through Friday), as well as the monthly inspections identified in Sections "B" & "C". In addition, the annual drain & flush of wet pipe sprinkler systems identified in Section "D" and the annual flush of "at grade" fire hydrants identified in Section "E" are to be performed during "normal" business hours as well. However, all work performed in subway locations must be performed after "rush hours" and require CTA flagging personnel to be present. Section "F" for the annual flush of fire hydrants in "subway" locations and Section "G" for dry line system testing in "subway" locations are to be performed after normal business hours and require CTA scheduling. Repair work listed in Section "H" will be "as directed" and may be required at any time of the day or night. This contract requires the Bidder to be available on a 24/7 basis to service this equipment. In addition, the labor rates quoted are to be fully loaded for all labor, overhead and insurance costs and will be in effect from "portal to portal". The only additional expense will be for the actual material required in the repair.

Contractor is to supply all labor and equipment needed to perform the various inspection/testing procedures. Contractor shall, also, provide written assistance and consultation to CTA personnel on the test results received. In addition, the Contractor shall provide follow-up testing and inspection, (if needed), after corrections are made to ensure compliance at no additional cost to CTA. **No inspection is to take place without prior CTA approval.**

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 9340-13
TABLE(S) "A"; "B"; & "C"
CONTRACT NO. B13FR03340

PROPOSAL PAGE PREPARATION (Continued)

NOTE: In the event that the City of Chicago increases the city permit fee schedule as it applies to fire pump testing only during the duration of this contract, it is the Contractor's responsibility to advise the Authority. The Contractor shall provide the Authority with the revised schedule of fees with a thirty (30) day advance notice. The Authority will allow for an increase in annual inspection fee **only** in the event that the city permit fees increase and solely in direct proportion to the increase in the City of Chicago testing fee.

DURATION OF CONTRACT

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

ESTIMATED EXPENDITURE

Based upon expected service needs, CTA estimates an expenditure of \$1,300,000.00 over a thirty-six (36) month period. This estimate is given for your information only and in no way represents a commitment from CTA to utilize this specific dollar amount. Periodic releases will be issued over the period of this Contract.

SERVICE LOCATION

Service is to take place at the various CTA locations as listed in detail on the Proposal Page(s) attached. **Note:** There are a total of (24) different CTA locations with fire protection systems to be serviced on this contract: (15) locations have both sprinkler systems and fire pumps and (9) locations have only sprinkler systems without any fire pumps. In addition, there are (29) subway locations with below ground fire hydrants and (13) subway locations with dry fire line systems both located on the red and blue lines to be serviced on this contract.

NOTE: CTA reserves the right to add or delete locations during the duration of this contract based upon need.

PRE-BID MEETING/ SITE INSPECTION

A pre-bid meeting will be scheduled prior to the bid opening in order to allow for a site inspection of the water based fire prevention equipment requiring service as listed in the Detail Specification and to allow for any technical questions, concerns, and requirements as stated in our bid proposal. Bidders will be notified as to time, date and place. **Attendance is strongly encouraged.** By submitting a bid for this requirement the Bidder accepts a clear understanding of the equipment to be serviced, the operating conditions, and the performance criteria expected of the water based fire prevention equipment to be maintained by the Contractor awarded this contract.

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 9340-13

TABLE(S) "A"; "B"; & "C"

CONTRACT NO. B13FR03340

REFERENCES

Bidder is to submit, upon request, a list of not less than three (3) references with whom similar fire maintenance services have been performed within the past two (2) years. Bidder to include the company name, phone number, contact person, type of service performed, and duration of contract.

BASIS OF AWARD

Bid evaluation will be weighed/determined based on the following criteria:

Section "A": **For purposes of bid evaluation**, CTA will take the lump sum total to provide the annual fire pump testing, inspection and certification for all (21) fire pumps listed with the total being weighed at **5%** for this category.

Section "B": **For purposes of bid evaluation**, CTA will take the lump sum total to provide monthly, quarterly, semi-annual and annual inspections to all (15) locations listed "with" fire pumps with the total being weighed at **15%** for this category.

Section "C": **For purposes of bid evaluation**, CTA will take the lump sum total to provide monthly, quarterly, semi-annual and annual inspections to all (9) locations listed "without" fire pumps with the total being weighed at **15%** for this category.

Section "D": **For purposes of bid evaluation**, CTA will take the lump sum total to perform the annual drain & flush at all (18) locations listed with the total being weighed at **5%** for this category.

Section "E": **For purposes of bid evaluation**, CTA will take the flat rate charge to perform the annual flushing of a "grade level" fire hydrant multiplied by (140) fire hydrants with the total being weighed at **5%** for this category.

Section "F": **For purposes of bid evaluation**, CTA will take the flat rate charge to perform the annual flushing of a "subway level" fire hydrant multiplied by (29) fire hydrants with the total being weighed at **5%** for this category.

Section "G": **For purposes of bid evaluation**, CTA will take the lump sum total to perform the testing of subway dry lines at all of (13) locations listed with the total being weighed at **10%** for this category.

Section "H": **For purposes of bid evaluation**, CTA will take the "average" labor rate quoted for "normal business hours" of the four (4) categories of trade personnel listed. The average labor rate will then be extended by (2,000) hours with the extended total being weighed at **25%**.

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 9340-13

TABLE(S) "A"; "B"; & "C"

CONTRACT NO. B13FR03340

BASIS OF AWARD (Continued)

Section "H": For purposes of bid evaluation, the percent mark-up quoted for material/parts to be provided in the event of a needed repair will be multiplied by \$400,000.00 with the extended total being weighed at **10%** for this category.

Section "H": For purposes of bid evaluation, the Flat Rate Roundtrip Service Call Rate quoted will be multiplied by one hundred twenty (120) trips with the extended total being weighed at **5%** for this category.

The weighted scores for all (10) sections (categories) bid will then be added together for a total weighted score for that Bidder to be used for bid evaluation purposes. Award will be made to the Bidder submitting the lowest overall total weighted score whose bid is found to be both responsive and responsible. Note: CTA reserves the right to question, have qualified, and audit the cost basis of any part that the Authority deems unreasonable.

RESPONSE TIME

Fire Dept. regulations require CTA to comply within 30 days of written notice for testing of fire pumps. Failure to comply within the given timeframe would leave the Authority vulnerable to citations & fines. The Contractor must be able to respond accordingly in order to protect the CTA from incurring any fines or citations. Failure of the Contractor to respond within a reasonable period of time could be grounds for defaulting on this contract.

The Contractor is required to respond to a "normal" service request within twenty-four (24) hours from receipt of notification. In the event of an "emergency" request, a two (2) hour response time is required from receipt of notification and the actual repair work to start within a four (4) hour period.

EMERGENCIES

In the event of an emergency situation, CTA may waive the requirement of a written estimate and request emergency repairs from the Contractor. These repairs must be started within four (4) hours of notification. If the Contractor is unable to obtain material or parts to start work within the four (4) hour period, the Contractor must notify CTA of this condition as soon as they are aware of the problem.

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 9340-13

TABLE(S) "A"; "B"; & "C"

CONTRACT NO. B13FR03340

QUALIFICATIONS

Contractor is to employ NICET certified personnel and follow NFPA Fire Codes & Life Safety Code regulations according to Federal, State and local municipal codes. Service personnel are to be licensed and have a minimum of five years experience in providing fire pump inspections, maintenance, consulting and testing analysis services. Further, Bidders are required to pay prevailing wage rates in accordance with Illinois decision number IL20120009 dated 4/5/13 in order to be considered for award, as well as maintain any wage updates thereof. Bidders requested to verify this requirement shall be able to furnish proof of their facilities satisfactory to the CTA, namely location of service and repair facility, a copy of their license certificate, and manufacturer assistance available to the Authority in the event that Engineering services should be required. Failure to satisfy this requirement will be grounds for finding your bid non-responsive.

RAIL SAFETY CLASS

All Contractor personnel that will be on or near our track need to attend a one (1) day rail safety course. This course takes one (1) day to complete and is at a cost of \$200.00 per person. This course must be completed prior to servicing any of CTA's various fire prevention equipment and payment for the course is the Contractor's responsibility. The certification for taking the rail safety course is valid for one (1) year from the date issued. Arrangements for attending the rail safety course are to be made with Ms. Ora Hardaway at (312) 681-3951.

CONTRACTOR'S ID PROCEDURE

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

The Contractor shall make arrangements for his/her employees to obtain a property pass with the Administrative Secretary, Construction Oversight, located at 567 West Lake Street, Chicago, Illinois (312-681-3861). Contractor photo ID cards can be obtained by contacting the ID System Administrator, Personnel Services Department at 567 West Lake Street, Chicago, Illinois (312) 681-2060.

SERVICE REPORTS

The Contractor is required to provide inspection reports to CTA after each monthly, quarterly, semi-annual and annual inspection/testing takes place to the attention of Manager II, Facilities Maintenance or designee. The reports are to be in conformance with the American Fire Safety Association (AFSA), NFPA or approved equivalent forms. The service reports are to be submitted to CTA within five business days of completion of the work. The reports are to be submitted via e-mail with a hard copy to copy.

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 9340-13

TABLE(S) "A"; "B"; & "C"

CONTRACT NO. B13FR03340

CONTRACTOR'S RESPONSIBILITY

- A. Contractor shall reimburse the Authority for damage or destruction to any of Chicago Transit Authority's property which occurs while said property is under the Contractor's control.
- B. The Contractor shall ensure that repairs to the water based fire prevention systems are performed correctly so as not to cause damage or become a safety hazard due to incorrect repair methods and procedures.
- C. All parts replaced shall be OEM to the manufacturer of water based fire prevention systems being serviced unless otherwise approved in writing by the Authority.
- D. The Authority reserves the right to inspect, accept or reject all repair work performed on the water based fire extinguishing systems.
- F. The repairs requested under this specification shall be completed on a timely basis.

DELIVERY: RELEASE NOTICE

Periodic Release Notices will be issued against the contract, which will be the Contractor's authority to perform the work. Contractor is not to start the work without first receiving a release from CTA. CTA's primary method of issuing releases will be via e-mail. No paper release(s) will be generated. The Contractor is to provide a dedicated e-mail address on the proposal page, P-12 for receipt of the release(s). The Contractor is to confirm receipt of release(s) to PurchasingDepartment@transitchicago.com.

EMPLOYEES OF THE CONTRACTOR

Chicago Transit Authority reserves the right to request the removal of any particular employee or employees of the Contractor from the job covered by this specification if, in the Chicago Transit Authority's judgment, it would be in the best interest that such employee or employees of the Contractor be discharged therefrom. Any such request by CTA shall be immediately complied with by the Contractor.

ELECTRONIC FUND TRANSFER

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

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 9340-13

TABLE(S) "A"; "B"; & "C"

CONTRACT NO. B13FR03340

PAYMENT

The Contractor shall submit an invoice for each release for acceptable services performed. Payment to the Contractor shall be made after completion of service and approval of Management Services. Payments will be made Net thirty (30) days after final acceptance of service or receipt of Contractor's invoice by CTA, or in accordance with the terms of the Contractor's invoice, whichever is most favorable to the Authority. Payment date(s) shall be calculated from receipt of invoice or final acceptance of service, whichever is later. If the Contractor does not complete the payment terms on the Proposal Page (P-12), then payment shall be rendered as Net thirty (30) days. Invoices must be presented only by the vendor to which a purchase order is awarded. Invoices received from a third party will not be honored unless prior written approval from the Purchasing Agent has been obtained.

WARRANTY

All repairs performed against this contract shall be covered for a minimum of ninety (90) days from the date the repair is accepted by authorized CTA personnel and shall be covered for both material and labor. **Note:** Shipment costs of any faulty equipment/parts will be borne by the Contractor.

WARRANTY CLAIMS

In the event that a vendor fails to pay approved or partially approved warranty claims within 60 days of submission, the Authority shall send the vendor written notice seeking immediate payment of the outstanding claims. If the vendor fails to pay the outstanding claims within 5 days of vendor's receipt of the written notice, the Purchasing Department shall issue a notice to cure letter providing the vendor with 10 days to cure the default. If the vendor fails to cure the default, the Authority may, at its discretion, deduct the Authority's costs from 1) any unpaid contract funds, 2) any contract retainage amounts or 3) a maintenance or performance bond. If the deductions do not fully satisfy the outstanding claims, the Authority may seek additional remedies. All remedies shall be inclusive of applicable interest payments.

POST AWARD MEETING

After award of contract, a tentative schedule of operations shall be adopted and measures agreed upon to meet the Authority's requirements for the protection of its operations and general safety regulations. It is understood that the Contractor is legally bound to comply with the requirements of the contract and specifications without exception. This meeting's purpose is to ensure that the Contractor has a clear understanding of the requirement before they begin service of any equipment.

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 9340-13

TABLE(S) "A", "B"; & "C"

CONTRACT NO. B13FR03340

FURNISHING COST ESTIMATES

The Contractor shall submit his or her written estimate for the work required before CTA will issue a release for the repair work. The estimate shall be sent to: Chicago Transit Authority, 3900 W. Maypole, Chicago, Il. 60624, Attention: Manager II, Facilities Maintenance, or designee. The estimate must be submitted within five business days of notification from CTA that work is required and be itemized for labor and material. No repair work is to be performed without approval/authorization prior to any work being performed. **Note:** In the event that any subcontractor work is required, it must be approved in advance by authorized CTA personnel. In addition, the subcontractor's labor rates and material mark-up billed are not to exceed the rates quoted on the proposal page(s) attached and no mark-up is allowed for rental equipment.

PROCEDURE FOR ISSUING A RELEASE FOR REPAIR WORK

Notification of Scope Meeting: As the need exists for performance by the Contractor under the terms of this Contract, the Authority will notify the Contractor of the work required. The Authority will verbally notify the Contractor of the place and time for the joint scope meeting.

Joint Scope Meeting: The Contractor will visit the proposed work site in the company of the Authority's representative and participate in a joint scope meeting which will include discussion and establishment of the following:

- 1) Release number and title.
- 2) Existing condition(s) of the equipment.
- 3) Definition and refinement of the requirements and agreement on the detailed scope of repairs required.
- 4) Requirements for materials, equipment, parts, etc., if necessary.
- 5) Tentative work schedule.
- 6) Preliminary quantity estimates.
- 7) Date for submittal of cost estimate.

Detail Scope of Work: After the joint scoping of the work site, the Contractor and the Authority will agree on a detailed scope of work. This detailed scope of work, unless modified by agreement between the Contractor and the Authority, will be the basis on which the Contractor will provide the cost estimate and the Authority will review.

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 9340-13

TABLE(S) "A"; "B"; & "C"

CONTRACT NO. B13FR03340

INSPECTION

The work and/or equipment furnished for the work by the Contractor shall be inspected at any time by a representative of Chicago Transit Authority, for compliance with the requirements herein.

TERMINATION FOR CONVENIENCE

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

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

TERMINATION FOR CAUSE

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

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

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 9340-13
TABLE(S) "A"; "B"; & "C"
CONTRACT NO. B13FR03340

TERMINATION FOR CAUSE (Continued)

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

OTHER AGENCIES

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

ETHICS ORDINANCE

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

COMPLIANCE WITH LAWS, REGULATIONS AND CODES

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

ACCESS TO RECORDS

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

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 9340-13

TABLE(S) "A"; "B"; & "C"

CONTRACT NO. B13FR03340

PROMPT PAYMENT TO SUBCONTRACTORS

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

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 9340-13

TABLE(S) "A"; "B"; & "C"

CONTRACT NO. B13FR03340

DAVIS-BACON ACT

1. Minimum Wages.

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

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

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 9340-13

TABLE(S) "A"; "B"; & "C"

CONTRACT NO. B13FR03340

DAVIS-BACON ACT (Continued)

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

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 9340-13

TABLE(S) "A"; "B"; & "C"

CONTRACT NO. B13FR03340

DAVIS-BACON ACT (Continued)

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

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 9340-13

TABLE(S) "A"; "B"; & "C"

CONTRACT NO. B13FR03340

DAVIS-BACON ACT (Continued)

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

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 9340-13

TABLE(S) "A"; "B"; & "C"

CONTRACT NO. B13FR03340

DAVIS-BACON ACT (Continued)

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

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

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 9340-13

TABLE(S) "A", "B", & "C"

CONTRACT NO. B13FR03340

DAVIS-BACON ACT (Continued)

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

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 9340-13
TABLE(S) "A"; "B"; & "C"
CONTRACT NO. B13FR03340

DAVIS-BACON ACT (Continued)

4. **Apprentices and Trainees.**

- a. **Apprentices** - Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed

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

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 9340-13

TABLE(S) "A"; "B"; & "C"

CONTRACT NO. B13FR03340

DAVIS-BACON ACT (Continued)

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

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

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 9340-13

TABLE(S) "A"; "B"; & "C"

CONTRACT NO. B13FR03340

DAVIS-BACON ACT (Continued)

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

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

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 9340-13

TABLE(S) "A"; "B"; & "C"

CONTRACT NO. B13FR03340

DAVIS-BACON ACT (Continued)

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

General Decision Number: IL130009 04/05/2013 IL9

Superseded General Decision Number: IL20120009

State: Illinois

Construction Types: Building, Heavy, Highway and Residential

County: Cook County in Illinois.

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

Modification Number	Publication Date
0	01/04/2013
1	01/18/2013
2	03/22/2013
3	04/05/2013

ASBE0017-001 06/01/2012

	Rates	Fringes
ASBESTOS WORKER/INSULATOR		
Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems.....	\$ 45.55	23.40
Fire Stop Technician.....	\$ 36.44	22.20
HAZARDOUS MATERIAL HANDLER		
includes preparation, wetting, stripping removal scrapping, vacuuming, bagging and disposal of all insulation materials, whether they contain asbestos or not, from mechanical systems.....	\$ 34.16	22.20

BOIL0001-001 01/01/2012

	Rates	Fringes
BOILERMAKER.....	\$ 41.38	23.90

BRIL0021-001 06/01/2011

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

BRIL0021-004 06/01/2010

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

 BRIL0021-006 06/01/2012

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 39.37	20.51
TILE FINISHER.....	\$ 33.60	15.22
TILE SETTER.....	\$ 40.49	16.93

BRIL0021-009 06/01/2009

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

BRIL0021-012 06/01/2009

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

CARP0555-001 06/01/2012

	Rates	Fringes
CARPENTER Carpenter, Lather, Millwright, Piledriver, and Soft Floor Layer.....	\$ 41.52	25.47

CARP0555-002 10/01/2012

	Rates	Fringes
CARPENTER (Excluding structures with elevators and structures over 3 1/2 stories)....	\$ 32.12	25.47

ELEC0009-003 06/04/2012

	Rates	Fringes
Line Construction Groundman.....	\$ 33.81	20.24
Lineman and Equipment Operator.....	\$ 43.35	25.68

ELEC0134-001 06/04/2012

	Rates	Fringes
ELECTRICIAN.....	\$ 42.00	26.75

ELEC0134-002 04/01/1998

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

CLASS B SCOPE OF WORK:

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

FOOTNOTES:

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

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

ELEC0134-003 06/04/2012

	Rates	Fringes
ELECTRICIAN		
ELECTRICAL TECHNICIAN.....	\$ 37.50	20.25

The work shall consist of the installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data appatatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment and residential purposes, including but not limited to communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit.

* ELEV0002-003 01/01/2013

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 49.08	25.185+a+b

FOOTNOTES:

A. Eight paid holidays: New Year's Day; Memorial Day;

Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving; Veterans' Day and Christmas Day.

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

* ENGI0150-006 06/01/2011

Building and Residential Construction

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 45.10	27.10
GROUP 2.....	\$ 43.80	27.10
GROUP 3.....	\$ 41.25	27.10
GROUP 4.....	\$ 39.50	27.10

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Mechanic; Asphalt Plant*; Asphalt Spreader; Autograde*; Backhoes with Caisson attachment*; Batch Plant*; Benoto(Requires two Engineers); Boiler and Throttle Valve; Caisson Rigs*; Central Redi-Mix Plant*; Combination Backhoe Front Endloader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted)*; Concrete Conveyor; Concrete Conveyor, Truck Mounted; Concrete Paver over 27E cu. ft.*; Concrete Paver 27E cu ft and Under*; Concrete Placer*; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes*; Cranes, Hammerhead*; Cranes, (GCI and similar type Requires two operators only); Creter Crane; Crusher, Stone, etc; Derricks; Derricks, Traveling*; Formless Curb and Gutter Machine*; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2 1/4 yd. and over; Hoists, Elevators, Outside Type Rack and pinion and similar Machines; Hoists, One, Two, and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes*; Hydraulic Boom Trucks; Hydraulic Vac (and similar equipment); Locomotives; Motor Patrol*; Pile Drivers and Skid Rig*; Post Hole Digger; Pre- Stress Machine; Pump Cretes Dual Ram(Requiring frequent Lubrication and Water); Pump Cretes; Squeeze Cretes-Screw Type Pumps Gypsum Bulker and Pump; Raised and Blind Hole Drill*; Roto Mill Grinder (36" and Over)*; Roto Mill Grinder (Less Than 36")*; Scoops-Tractor Drawn; Slip-Form Paver*; Straddle Buggies; Tournapull; Tractor with Boom, and Side Boom; and Trenching Machines*.

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

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

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

*-Requires Oiler

* ENGI0150-025 06/01/2011

Heavy and Highway Construction

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire*, Asphalt Spreader; Autograder/ GOMACO or similar; ABG Paver*, Backhoes with Caisson attachment*, Ballast Regulator, Belt Loader*; Caisson Rigs*Car Dumper, Central Redi-Mix Plant*, Combination Backhoe; Front End Loader Machine (1 cu yd or over Backhoe bucket or with attachments); Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft*; Concrete Placer*; Concrete Tube Float; Cranes, all attachments*; Cranes, Hammerhead, Linden, Peco and machines of a like nature*; Creter Crane; Crusher, stone; All Derricks; Derrick Boats; Derricks, traveling*; Dowell Machine with Air Compressor (\$1.00 above Class 1); Dredges*; Field Mechanic Welder; Formless Curb and Gutter Machine*; Gradall and machines of a like nature*; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted*; Hoists, one, two, and three Drum; Hydraulic Backhoes*; Backhoes with Shear attachments*; Mucking Machine; Pile Drivers and Skid Rig*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)*; Rock Drill- Crawler or Skid Rig*; Rock Drill truck mounted*; Rock/ Track Tamper; Roto Mill Grinder, (36" and over)*; Slip-Form Paver*; Soil Test Drill Rig, truck mounted*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader*; Tractor Drawn Belt Loader with attached Pusher (two engineers); Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine*; Trenching Machine; Truck Mounted Concrete Pump

with boom*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.*; Wheel Excavator* & Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft*

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

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

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

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

*Requires Oiler

IRON0001-026 06/01/2012

Rates

Fringes

IRONWORKER

Sheeter.....	\$ 41.00	32.94
Structural and Reinforcing..	\$ 40.82	32.94

IRON0063-001 12/01/2012

	Rates	Fringes
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IRONWORKER, ORNAMENTAL.....	\$ 41.80	29.22
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IRON0063-002 06/01/2011

	Rates	Fringes
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IRONWORKER

Fence Erector.....	\$ 32.66	21.35
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IRON0136-001 07/01/2012

	Rates	Fringes
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IRONWORKER

Machinery Movers; Riggers;		
Macinery Erectors.....	\$ 35.87	28.67
Master Riggers.....	\$ 38.37	28.67

LABO0002-006 06/01/2011

	Rates	Fringes
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LABORER (BUILDING &
RESIDENTIAL)

GROUP 1.....	\$ 35.20	21.45
GROUP 2.....	\$ 35.20	21.45
GROUP 3.....	\$ 35.275	21.45
GROUP 4.....	\$ 35.30	21.45
GROUP 5.....	\$ 35.35	21.45
GROUP 6.....	\$ 35.40	21.45
GROUP 7.....	\$ 34.425	21.45
GROUP 8.....	\$ 34.425	21.45
GROUP 9.....	\$ 35.525	21.45
GROUP 10.....	\$ 35.65	21.45
GROUP 11.....	\$ 35.475	21.45
GROUP 12.....	\$ 36.20	21.45

LABORER CLASSIFICATIONS

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

GROUP 2: Fireproofing and Fire Shop laborers.

GROUP 3: Cement Gun.

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

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

GROUP 6: Stone Derrickmen & Handlers.

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

GROUP 8: Firebrick & Boiler Laborers.

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

GROUP 10: Boiler Setter Plastic Laborers.

GROUP 11: Jackhammermen on fire brick work only.

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

LABO0002-007 06/01/2011

	Rates	Fringes
LABORER (HEAVY & HIGHWAY)		
GROUP 1.....	\$ 35.20	21.45
GROUP 2.....	\$ 35.475	21.45
GROUP 3.....	\$ 35.35	21.45
GROUP 4.....	\$ 35.475	21.45
GROUP 5.....	\$ 36.20	21.45

LABORER CLASSIFICATIONS

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

GROUP 2: Asphalt tampers & smoothers; Cement gun laborers

GROUP 3: Cement Gun Nozzle (laborers), Gunite

GROUP 4: Rakers, Lutemen; Machine-Screwmen; Kettlemen; Mixermen; Drun-men; Jackhammermen (asphalt); Paintmen; Mitre box spreaders; Laborers on birch, overman and similar spreader equipment; Laborers on APSCO; Laborers on air compressor; Paving Form Setter; Jackhammermen (concrete); Power drive concrete saws; other power tools.

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

LABO0002-008 06/01/2011

	Rates	Fringes
LABORER (Compressed Air)		
0 - 15 POUNDS.....	\$ 36.20	21.45
16 - 20 POUNDS.....	\$ 36.70	21.45
21 - 26 POUNDS.....	\$ 37.20	21.45
27 - 33 POUNDS.....	\$ 38.20	21.45
34 - AND OVER.....	\$ 39.20	21.45

LABORER (Tunnel and Sewer)

GROUP 1.....	\$ 35.20	21.45
GROUP 2.....	\$ 35.325	21.45
GROUP 3.....	\$ 34.425	21.45
GROUP 4.....	\$ 25.20	21.45
GROUP 5.....	\$ 30.20	21.45

LABORER CLASSIFICATIONS (TUNNEL)

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

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

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

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

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

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

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

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

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

LABO0225-001 06/01/2011

	Rates	Fringes
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LABORER (DEMOLITION/WRECKING)

GROUP 1.....	\$ 30.00	21.45
GROUP 2.....	\$ 35.20	21.45
GROUP 3.....	\$ 35.20	21.45

LABORER CLASSIFICATIONS

GROUP 1 - Complete Demolition

GROUP 2 - Interior Wrecking and Strip Out Work

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

PAIN0014-001 06/01/2012

	Rates	Fringes
PAINTER (including taper).....	\$ 40.00	21.62

PAIN0027-001 06/01/2012

	Rates	Fringes
GLAZIER.....	\$ 39.50	27.97

PLAS0005-002 07/01/2012

	Rates	Fringes
PLASTERER.....	\$ 40.25	22.34

PLAS0502-001 06/01/2012

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 42.35	22.93

PLUM0130-001 06/01/2012

	Rates	Fringes
PLUMBER.....	\$ 45.00	24.11

PLUM0597-002 06/01/2012

	Rates	Fringes
PIPEFITTER.....	\$ 45.05	25.09

ROOF0011-001 12/01/2012

	Rates	Fringes
ROOFER.....	\$ 38.35	17.55

SFIL0281-001 01/01/2013

	Rates	Fringes
SPRINKLER FITTER.....	\$ 47.65	19.15

SHEE0073-001 06/01/2011

	Rates	Fringes
Sheet Metal Worker.....	\$ 40.56	27.23

 SHEE0073-002 06/01/2011

	Rates	Fringes
Sheet Metal Worker		
ALUMINUM GUTTER WORK.....	\$ 27.63	27.23

TEAM0731-001 06/01/2011

COOK COUNTY - HEAVY AND HIGHWAY

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

FOOTNOTES:

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

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

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

 TEAM0731-002 03/01/2012

	Rates	Fringes
Traffic Control Device Monitor		
TRAFFIC SAFETY WORKER:		
Primary duties include but are not limited to the delivery, maintenance and pick-up of traffic control devices, the set-up and installation of traffic signs, pavement markings, barricades, crash barrels and glare screens, traffic control surveillance, the repair and maintenance trucks, cars, arrow boards, message signs, barricade and sign fabrication equipment.....	\$ 28.25	9.08

TEAM0786-001 06/01/2008

COOK COUNTY - BUILDING AND RESIDENTIAL

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

FOOTNOTES:

a. \$463.00 per week.

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

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

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

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective

bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

CHICAGO TRANSIT AUTHORITY
DETAIL SPECIFICATION
FOR
INSPECTION, TESTING AND MAINTENANCE OF
WATER-BASED FIRE PREVENTION EQUIPMENT SYSTEM WIDE

SPECIFICATION NO. CTA 9340-13

1. GENERAL REQUIREMENTS

1.1 Scope: This specification covers the requirements for a professional technical service (The Service) to perform the following work at various Chicago Transit Authority (CTA) locations:

- A.** Inspect, test, and maintain Chicago Transit Authority's water-based fire prevention systems. Each water based fire prevention system includes one or more of the following components, each of which may require inspection, testing and maintenance:
 - 1.** Wet Pipe Sprinkler System
 - 2.** Dry Pipe Sprinkler System
 - 3.** Stand Pipe Systems (Dry & Wet)
 - 4.** Preaction & Deluge Sprinkler System
 - 5.** Fire Pump Assemblies
 - 6.** All associated components and equipment down stream from the water meter to and including the end of all fire protection sprinkler lines and/or sprinkler heads.
- B.** Flush subway wet fire hydrants.
- C.** Test subway dry fire line systems.
- D.** Drain and flush the wet pipe sprinkler systems as required by City of Chicago Department of Water Management.
- E.** Flush above ground fire hydrants.
- F.** Make repairs as required as part of maintenance work. (Repairs to be paid for on a time and material basis.)
- G.** Provide for 24 hours a day/ 7 days a week emergency service (including holidays) for all water-based fire prevention equipment covered on this agreement. (Calls to be paid for at a service call charge plus labor rate basis.)

1. GENERAL REQUIREMENTS (CONT.)

- 1.2 The Service to maintain all systems, components and equipment in proper working condition; assure the Authority that they comply with all applicable Federal, State, and local municipal fire codes and regulations; and demonstrate compliance to the officials as required.
- 1.3 Locations: The locations for this work are listed in Tables A, B and C, attached at the end of this specification. The work is system-wide, encompassing a variety of the Authority's facilities including bus garages, pump houses, maintenance shops, rail yards, storerooms, warehouses, passenger stations, subways, and other locations. Some locations have systems that encompass multiple major components or types of systems and may require multiple inspections and tests. All systems and locations are to be maintained under this contract. The CTA reserves the right to add, or remove, facilities as necessary.
- A. For reference, there are 24 facilities (listed in Table A) with fire protection systems to be maintained, inspected and tested (18 of which in addition require the risers to be drained and flushed on an annual basis); including 15 locations with 21 fire pumps requiring annual testing and certification and 11 locations with 140 above ground fire hydrants to be flushed on an annual basis. There are also 29 subway locations (listed in Table B) with below ground fire hydrants to be flushed on an annual basis and 13 subway locations with dry fire line systems (listed in Table C) to be tested once every three years.
- 1.4 Pre-Award Meeting: Arrangements for visiting the facilities shall be made by the Procurement Administrator. The CTA will select representative sights that will reflect the remainder of the locations. The Contractor shall make a personal inspection of the water-based fire protection systems to be serviced at the facilities selected prior to submitting a bid proposal as to ascertain the full scope of the work, location of the components and equipment, dimensions, extent of the system, type of equipment, condition of equipment, conditions the Contractor will be performing the required inspections, tests and maintenance, and all other conditions that may affect the cost of performing the work. No extras will be allowed for the Contractor's failure to fully evaluate all existing conditions prior to submitting his bid prices.
- 1.5 Bidders requiring additional information shall contact the Procurement Administrator listed on the front page of this Contract Document. Potential bidders requiring additional information from a person or persons listed in the Special Conditions must route their request through the Procurement Administrator. Potential bidders who contact any other Authority personnel other than the Procurement Administrator will be considered in violation of the provisions of the Contract Document.

2. SPECIAL REQUIREMENTS

- 2.1 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).
 - 2.1.1 Definition: "At or Near the Right-of-Way" is hereby defined as within twenty (20) feet of the centerline of the track.
- 2.2 Bulletin Request: The Contractor shall request a Bulletin Request form to be completed by the Authority at least twenty-one (21) days in advance of the Contractor's proposed scheduled time to enter upon the Authority's right-of-way or for the performance of any work under this Contract that may impact the Authority's operations.
 - 2.2.1 Once flagmen have been scheduled, cancellation of the slow zone or single track by the Contractor without sufficient notice, will result in a charge to the Contractor.
- 2.3 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 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". The cost of this training is currently \$200.00 per employee, paid by the contractor in advance, and may be subject to change during the term of the contract based on CTA's prevailing labor rates. Contractor shall provide a letter to the designated CTA representative requesting the Rail Right-of-Way Safety Training. The letter from the Contractor requesting the training shall be accompanied by a check payable to the Chicago Transit Authority in an amount equal to Two Hundred Dollars (\$200.00) times the number of individuals proposed for training and including their full names and the last four digits of their social security numbers. The \$200.00 fee is non-refundable. If any individual fails to report for training or is rejected for training and must be rescheduled, an additional \$200.00 is required.
 - 2.3.1 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.

2. SPECIAL REQUIREMENTS (CONT.)

- 2.3.2 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. The \$200.00 fee for recertification may be subject to change during the term of the contract. 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.
- 2.4 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.
- 2.5 All personnel shall wear safety vests at all times while on the Authority's property.
- 2.6 Work Area Availability: All work shall be scheduled and coordinated with the Authority in advance and approved in writing. Strictly comply with operating requirements of the Chicago Transit Authority while work is in progress.
- 2.6.1 All work performed under the Contract in the subway, 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.
- 2.7 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:
- A. 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.

2. SPECIAL REQUIREMENTS (CONT.)

- B. 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.
- C. 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.

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

3. TECHNICAL REQUIREMENTS

- 3.1 The Service shall provide inspections, tests and maintenance to verify and assure that the Authority's water-based fire prevention systems meet all applicable Federal, State, and local municipal fire codes and regulations. Service shall provide monthly, quarterly, semi-annual, annual or other periodic inspections and testing as required by AFSA, NFPA, or approved equivalent guidelines, and as required by local authorities and applicable regulations. The Service shall complete and issue to the Authority inspection and test reports respective to the specific system.
 - 3.1.1 Water-based fire prevention systems shall include, but not be limited to, all fire suppression equipment and components including piping, sprinkler pipe and fittings, sprinkler heads, electrical controls, control panels, valves, pumps, air compressors, tanks, standpipes, fire hoses, fire hydrants, and all related equipment.
- 3.2 The Service is to provide all required personnel, material, tools, and equipment necessary to perform the required inspections, tests, maintenance, and repairs of the water-based fire prevention systems at the Authority's locations as specified in the tables attached at the end of this specification.
 - 3.2.1 The Service shall provide, maintain and use all tools of the trade; including state of the art instrumentation required to conduct testing, recording, and transmitting data in a manner satisfactory to meet all applicable Federal, State, and local municipal fire codes and regulations and the Authority's requirements.

3. TECHNICAL REQUIREMENTS (CONT.)

- 3.3 The Service is responsible for all governmental fees and/or permits that may be required in order to perform this service and meet all governing authority requirements for certifying the systems. Contractor to pay all required fees and charges required by local fire prevention authorities required to be present for the inspections and tests and certify the systems. No additional expenses will be allowed for the Contractor to perform any of the work including inspections, tests and obtaining required governmental permits and approvals.
- 3.4 Except when working at or near the right-of-way as noted in the Special Requirements above, the Service is to perform all the work at the facilities including inspections, tests and maintenance during the Authority's normal business hours of Monday to Friday 7:00 am to 3:30 pm, excluding holidays. Scheduling of the work shall be coordinated with the Authority. Emergency repair work may be required at any time at the Authority's discretion.
- 3.5 The Service awarded the contract shall inform the Manager of Facilities Maintenance Engineering or designee, of the dates and times that he would like to schedule the inspections, tests and maintenance work at each location with sufficient notice prior to commencement of work. No work shall be performed without the approval of the Authority.
- 3.6 The Service must be accompanied by the Authority's personnel when performing scheduled inspections, testing and maintenance unless approved otherwise by the Authority's Manager of Facilities Maintenance.
- 3.7 Personnel from the Fire Prevention Bureau and/or other municipal inspectors are also required to be present when testing the fire pumps and performing other tests when required by all applicable safety inspection requirements. It is the Service's responsibility to make all necessary arrangements, coordinating with the Authority, and pay all required fees and other related costs.
- 3.8 The Service Contractor shall have a minimum of five (5) years experience with providing inspection, maintenance, consulting, and testing analysis services of a magnitude similar to that required to meet this specification. The Service Contractor, if requested, shall submit technical data stating capability to qualify along with references or examples of where a service of the type proposed has been used. The Service Contractor must be knowledgeable of all factory changes and improvements for the equipment serviced and must work from current OEM service and repair literature.
- 3.9 The work shall be performed by licensed specialists (e.g. sprinkler fitters) with a minimum of five (5) years experience in the inspection, testing and maintenance of similar systems and shall have thorough knowledge of the water-based fire prevention systems used at the Authority's facilities.

3. TECHNICAL REQUIREMENTS (CONT.)

- 3.10 The Service 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 Service Contractor shall not interfere with or disrupt the Authority's operations.
- 3.11 The Service'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.
- 3.12 The Service awarded the contract shall be held responsible for any damage to either the fire prevention equipment or property, and for any injury inflicted to personnel due to negligence of the Contractor's appointed service technician(s).

4. EXECUTION OF THE WORK

- 4.1 Frequency of inspections and system tests (monthly, quarterly, semi-annual, annual, or other periodic frequency) and maintenance shall be in accordance with AFSA (American Fire Sprinkler Association), NFPA (National Fire Protection Association) and OEM manufacturer's requirements.
- 4.2 The Service shall perform the following inspections, tests, maintenance and other work on all the equipment and components of the various fire prevention systems at the Authority's locations specified in the attached Tables and, if applicable, submit the required AFSA, NFPA or approved equivalent report forms at each required periodic interval (samples included in Appendix A):
 - A. Wet Pipe Fire Sprinkler Systems: Monthly inspection, quarterly inspection, quarterly testing, semi-annual testing, annual inspection, annual testing and annual maintenance. (Exclude the five year inspection requirement.) Submit AFSA Forms 106A or approved equivalent.
 - B. Dry Pipe Fire Sprinkler Systems: Monthly inspection, quarterly inspection, quarterly testing, annual inspection, annual maintenance and annual testing. (Exclude the five year inspection requirement.) Submit AFSA Forms 107A or approved equivalent.
 - C. Standpipe Systems: Monthly inspection, quarterly inspection, quarterly testing, annual inspection and testing, annual maintenance and five year inspection and maintenance. (Exclude the five year test requirement.) Submit AFSA Forms 108A or approved equivalent.

4. EXECUTION OF THE WORK (CONT.)

- D. Preaction and Deluge Fire Sprinkler Systems: Monthly inspection, quarterly inspection, quarterly testing, annual inspection, annual maintenance, annual testing and three year testing. (Exclude the five year inspection requirement.) Submit AFSA Forms 113A or approved equivalent.
- E. Fire Pump Assemblies: Monthly inspection, testing and maintenance; quarterly inspection; quarterly testing and maintenance; semi-annual inspection, testing and maintenance; annual inspection; annual maintenance and annual testing. (Exclude the five year inspection requirement.) Submit AFSA Forms 110A or approved equivalent.
- F. Subway Wet Fire Hydrants: Flush fire hydrants once a year. Submit a report.
- G. Subway Dry Fire Line Systems: Test every three years:
 - 1. Hydrostatic test@35psi
 - 2. Pressure test @ 200 psi
 - 3. Flow test @ full flow of water through pipes.
 - 4. Drain all water from all dry line systems after testing is done.
 - 5. Submit a report.
- H. Drain and flush the wet pipe sprinkler systems that are under the City of Chicago jurisdiction annually per city of Chicago Department of Water Management (CDWM) requirements (18 of the 24 locations). Submit a report.
- I. Flush at grade fire hydrants on an annual basis. Submit a report.
- J. Replace fire hoses on an 'as needed' basis. This will be done on time and material basis.
- K. Make repairs as required as part of maintenance work for all equipment and components of all systems, at all locations, including sprinkler pipe and fittings, sprinkler heads, electrical controls, control panels, valves, pumps, tanks, standpipes, fire hoses, fire hydrants, and all related equipment. (Repairs to be paid for on a time and material basis.)
- L. Provide for 24 hours a day/ 7 days a week emergency service (including holidays) for all water-based fire prevention equipment and components of all systems covered by this agreement. (Calls to be paid for at a service call charge plus labor rate basis.)

4. EXECUTION OF THE WORK (CONT.)

- 4.3 The Service shall provide written documentation and consultation to the Authority on the inspection, testing and maintenance of the various systems at each location and provide test analysis, comparing test data results with regulatory agency compliance levels and complete forms required for submittal to the regulatory agencies.
- 4.4 The Service shall submit all AFSA, NFPA or approved equivalent forms upon completion of the periodic inspection, test or maintenance of each system no later than five (5) business days to the Manager of Facilities Maintenance Engineering, or designee.
 - 4.4.1 All forms are to be submitted via email, with a hard copy mailed.
- 4.5 Each device inspected and tested must be tagged or labeled with the date that the equipment was tested by the Service. In addition, fire hydrants flushed are to be logged in at the fire pump room for "at grade" hydrants and in the mechanical room for subway hydrants.
- 4.6 The Service is to notify the Authority within 24 hours of any abnormalities in the Authority's water-based fire prevention systems found by the Service during inspection, testing and maintenance and submit a written repair estimate. Contractor is to also notify the Authority within 24 hours of any system or part thereof that fails its respective test and what repair or repairs are necessary to correct the deficiencies.
 - 4.6.1 The Service's proper and complete maintenance of the systems shall facilitate their passing of their annual required tests. All costs relating to re-testing a system shall be borne by the Contractor, unless the cause for failing the test is due to the unexpected failure of equipment at the time of the test. If the Authority agrees that this is the case then, and only then, will the Authority be responsible for the fees required to having the system re-tested. Note: Only fire pumps re-tested in the presence of the local Fire Prevention Bureau personnel are eligible for billing and at the rate quoted.
- 4.7 No repair work shall be performed without prior written approval from the Authority's authorized personnel. The repair estimate; including itemized time and material charges, mark-up charges, original invoices and supporting documentation for materials and proposals from subcontractors and/or original invoices for equipment rental charges (if applicable); shall be sent via e-mail to the Authority's designated contact person for review and approval.

4. EXECUTION OF THE WORK (CONT.)

- 4.7.1 In the event of an emergency situation, the Authority may waive the requirement for the furnishing of a cost estimate and request emergency maintenance on the water-based fire prevention system. The Contractor, once notified of an emergency, must call the Authority's Manager of Facilities Maintenance or designee in two (2) hours or less (24 hours/day, 7 days/week). The maintenance must be started within four (4) hours after the call to the Contractor. If the Contractor is unable to start work within four (4) hours, he/she must notify the Authority of his/her inability to perform the emergency work within the four (4) hour time period as soon as he/she is aware of the situation. Failure to notify the Chicago Transit Authority that he/she is unable to start the emergency work within four (4) hours shall be cause for cancellation of the Contract.
- 4.8 All replacement components and/or parts furnished by the Contractor shall be OEM approved, genuine, new and shall bear the standard warranty of the manufacturer against defective material or workmanship. Refurbished or rebuilt components and/or repair/replacements parts will not be accepted without prior written agreement by the Authority. Unattached components and/or repair/replacement parts shall be furnished in the OEM sealed packaging, if parts are so packaged by the manufacturer.
- 4.8.1 The Service Contractor's service personnel, after replacing new parts, shall make available all parts, which were removed, for an authorized representative of the Authority to review. If the Authority has no use for removed parts, it shall be the Contractor's responsibility to dispose of removed material from the Authority's premises.
- 4.8.2 Should repairs/replacement equipment covered under this specification fail or not meet the Authority's complete satisfaction, the Service Contractor shall, within 24 hours after being notified, make any and all repairs/corrections required to restore/fix the equipment.
- 4.8.3 The Service shall provide subsequent testing and inspections after repairs are made to verify that the water-based Fire Prevention systems and components conform all applicable Federal, State, and local municipal fire codes and regulations.
- 4.9 The Contractor is responsible to clean and properly dispose of all debris associated with all his inspection, testing, maintenance and repair work.

DISTRIBUTION: Mgr, Facilities Eng. and Tech. Support,
GM, System Maintenance

JB/jb – Initial Spec. – 07/15/09
LTR/ltr – 1st Revision – 05/07/13

Report of Inspection, Testing & Maintenance of Water Based Fire Protection Systems



Inspecting Firm: (Contractor) _____ Inspection Contract# _____
 Street Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Fax: _____
 Inspector Name: _____
 Name of Property (refer to AFSA Form 103A): _____

This report contains information resulting from a visual inspection of the following types of WATER BASED FIRE PROTECTION SYSTEMS:
 (Please check all that apply)

Form Description	Form #
REPORT OF INSPECTION (General Information Section)	103A Cover Sheet
REPORT OF INSPECTION (Inspector's Section)	104A Cover Sheet
WEEKLY REPORT OF INSPECTION	105A No. of Systems
WET PIPE FIRE SPRINKLER SYSTEMS – Inspection/Testing/Maintenance	106A No. of Systems
DRY PIPE FIRE SPRINKLER SYSTEMS – Inspection/Testing/Maintenance	107A No. of Systems
STANDPIPE SYSTEMS – Inspection/Testing/Maintenance	108A No. of Risers
FOAM-WATER SYSTEMS – Inspection/Testing/Maintenance	109A No. of Systems
FIRE PUMP ASSEMBLIES – Inspection/Testing/Maintenance	110A No. of Pumps
PRIVATE FIRE SERVICE MAINS – Inspection/Testing/Maintenance	111A No. of Mains
WATER STORAGE TANKS – Inspection/Testing/Maintenance	112A Reservoir Cap.
PREACTION/DELUGE FIRE SPRINKLER SYSTEMS – Inspection/Testing/Maintenance	113A No. of Systems
*INTERNAL CONDITION OF FIRE PROTECTION SYSTEM PIPING	114A No. of Systems
OTHER COMPONENTS DESCRIPTION	

*This form (114A) is to be completed for obstruction investigations in any system where evidence of obstructive or foreign material has been identified (see Chapter 13 of NFPA 25).

The scheduled visual inspection is to be performed as indicated below. The inspector is to complete all questions and review the results of this inspection and any recommendations, corrections, testing, maintenance, etc., with the owner.
 ALL "NO" ANSWERS ARE TO BE EXPLAINED.

Scheduled Inspection: (Circle One) _____ Weekly: _____ Monthly: _____ Quarterly: _____ Annually: _____

RECOMMENDATIONS: _____

NOTE: THERE ARE SCHEDULED PERIODIC INSPECTION, TESTING AND MAINTENANCE TASKS THAT MUST BE CONDUCTED FOR THE CONTINUOUS RELIABILITY OF THE FIRE PROTECTION SYSTEM. THESE SHOULD BE PERFORMED AT THE INTERVALS INDICATED IN NFPA 25 STANDARD. THIS INFORMATION IS BEING PROVIDED AS A MATTER OF COURTESY. THESE TASKS SHOULD ONLY BE PERFORMED BY PROPERLY TRAINED PERSONNEL USING PROPER EQUIPMENT.

The Owner's or Designated Representative's signature shall be obtained acknowledging receipt of this report.
 (Each page shall be initialed and dated by the owner or designated representative and inspector.)

OWNER/DESIGNATED REPRESENTATIVE: _____ DATE: _____

INSPECTOR'S SIGNATURE: _____ DATE: _____



ATTENTION: The American Fire Sprinkler Association (AFSA) is a non-profit trade association. AFSA does not guarantee, certify, underwrite, or pre-approve any services provided by those who use forms produced by AFSA. Our logo is only an advertisement. Warnings, disclaimers, and update information exist on the back of the form. It is your responsibility to read these statements.

(AFSA Form 104A)
 Page 1 of 1

REV. 3/03**Report of Inspection, Testing & Maintenance of Wet Pipe Fire Sprinkler Systems...continued**

Inspecting Firm: _____

Inspection Contract# _____

Name of Inspected Property: _____

Inspector Name: _____

Date: _____

Inspection Frequency: ☐ Monthly☐ Quarterly☐ Annually☐ Other**Quarterly Inspection for
Wet Pipe Sprinkler Systems**

	Y	N/A	N
B.1.0 System in service on inspection			
B.2.0 Hydraulic nameplate attached and legible			
B.2.1 Alarm device free from physical damage			
B.3.0 FDC is visible			
B.3.1 FDC is accessible			
B.3.2 FDC swivels/couplings undamaged/rotate smoothly			
B.3.3 FDC plugs/caps in place/undamaged			
B.3.4 FDC gaskets in place and in good condition			
B.3.5 FDC identification sign in place			
B.3.6 FDC check valve not leaking			
B.3.7 FDC automatic drain valve in place and operating properly			
B.3.8 FDC clapper is in place and operating properly			
B.3.9 FDC interior inspected where caps missing			
B.3.10 FDC obstructions removed as necessary			
B.4.0 Pressure reducing control valves (PRV) indicate open			
B.4.1 PRV not leaking			
B.4.2 PRV maintaining downstream pressure per design			
B.4.3 PRV in good condition			
B.4.4 PRV handwheel installed and not broken			
B.5.0 ALARM PANEL CLEAR			
B.6.0 COMMENTS:			

Quarterly Testing for Wet Pipe Sprinkler Systems

	Y	N/A	N
C.1.0 System in service before testing			
C.1.1 Pertinent parties notified before testing			
C.1.2 Adequate drainage provided before flow testing			
C.2.0 Water flow alarm (other than vane type) tested and is operational			
C.2.1 Test conducted with inspector's test connection			
C.2.2 Test conducted with bypass connection (freezing weather)			
C.2.3 Test conducted per manufacturer's instructions			
C.2.4 Alarm devices appear free of physical damage			
C.3.0 Adequate drainage provided before flow testing			
C.3.1 A main drain test conducted downstream from backflow preventer			
C.3.2 A main drain test conducted downstream from pressure reducing valve			
C.3.3 Supply water gauge reading before flow (static)			psi
C.3.4 Gauge reading during stable flow (residual)			psi
C.3.5 Time for supply pressure to return to normal			sec
C.4.0 Pertinent parties notified of test conclusion			
C.5.0 ALARM PANEL CLEAR			
C.6.0 SYSTEM RETURNED TO SERVICE			
C.7.0 COMMENTS:			

Semi-Annual Testing for Wet Pipe Sprinkler Systems

	Y	N/A	N
D.1.0 System in service before testing			
D.1.1 Pertinent parties notified before testing			
D.2.0 Supervisory switch initiates distinct signal during first two hand wheel revolutions or before valve stem moved one-fifth from normal position			
D.2.1 Signal restored only when valve returned to normal position			
D.3.0 Adequate drainage provided before flow testing			
D.3.1 Main drain test conducted			
D.3.2 Supply water gauge reading before flow (static)			psi
D.3.3 Gauge reading during stable flow (residual)			psi
D.3.4 Time for supply pressure to return to normal			sec
D.4.0 Pertinent parties notified of test conclusion			
D.5.0 ALARM PANEL CLEAR			
D.6.0 SYSTEM RETURNED TO SERVICE			
D.7.0 COMMENTS:			

INSPECTOR'S INITIAL _____

(All "NO" answers to be explained.)
OWNER/DESIGNATED REP. INITIAL _____

DATE _____

(AFSA Form 106A)
Page 2 of 4

REV. 3/03**Report of Inspection, Testing & Maintenance of Wet Pipe Fire Sprinkler Systems...continued**

Inspecting Firm: _____

Inspection Contract# _____

Name of Inspected Property: _____

Inspector Name: _____

Date: _____

Inspection Frequency: ☐ Monthly☐ Quarterly☐ Annually☐ Other**Annual Inspection for Wet Pipe Sprinkler Systems**

	Y	N/A	N
E.1.0 System in service on inspection			
E.2.0 Hangers and seismic bracing appears undamaged and tightly attached			
E.3.0 Piping appears free of mechanical damage			
E.3.1 Piping appears free of leakage			
E.3.2 Piping appears free of corrosion			
E.3.3 Piping appears properly aligned			
E.3.4 Piping appears free of external loading			
E.4.0 Sprinklers appear free of leakage			
E.4.1 Sprinklers appear free of corrosion			
E.4.2 Sprinklers appear free of foreign materials			
E.4.3 Sprinklers appear free of paint			
E.4.4 Sprinklers appear free of physical damage			
E.4.5 Sprinklers appear properly oriented			
E.4.6 Sprinkler spray patterns appear free of unacceptable obstructions			
E.4.7 Glass bulbs appear full of liquid			
E.4.8 Spare sprinklers are of proper number (at least 6), type and temperature rating			
E.4.9 Spare sprinklers stored where temperature maximum is 100°F			
E.4.10 Wrench available for each type of sprinkler			
PRIOR TO FREEZING WEATHER:			
E.5.0 Building is secure such as not to expose piping to freezing conditions			
E.5.1 Adequate heat is provided maintaining temperatures at 40°F or higher			
E.6.0 ALARM PANEL CLEAR			
E.7.0 COMMENTS:			

Annual Testing for Wet Pipe Sprinkler Systems

F.1.0 System in service before testing			
F.1.1 Pertinent parties notified before testing			
F.1.2 Adequate drainage provided before flow testing			
F.2.0 Main drain test conducted			
F.2.1 Supply water gauge reading before flow (static)			psi
F.2.2 Gauge reading during stable flow (residual)			psi
F.2.3 Time for supply pressure to return to normal			sec
F.3.0 Antifreeze solution tested and freezing point determined			
F.3.1 Antifreeze solution freezing point			°F
F.3.2 Antifreeze solution freezing point after adjustment			°F
F.4.0 Control valves (including backflow and PIVs) operated through full range and returned to normal position			
F.4.1 PIVs opened until spring or torsion felt in rod			
F.4.2 PIVs and OS&Ys backed 1/4 turn from full open			
F.4.3 Main drain test conducted (see F.2.0)			
F.5.0 Backflow prevention assembly forward flow test conducted			
F.5.1 System demand flow was achieved through the device			
F.5.2 Forward flow test conducted at maximum rate possible (only where connections do not permit full flow test)			
F.5.3 Forward flow test conducted without measuring flow (device < 2" and outlet sized to flow system demand)			
F.5.4 Backflow prevention assembly internal inspection conducted (where shortages last more than 1 year and rationing enforced by AHJ)			
F.5.5 Forward flow test satisfied by annual fire pump flow test			
F.5.6 Backflow preventer performance test conducted as required by the AHJ			
F.6.0 PRV control valves partial flow test conducted and adequate to unseat valve			
F.7.0 Pertinent parties notified of test conclusion			
F.8.0 ALARM PANEL CLEAR			
F.9.0 SYSTEM RETURNED TO SERVICE			
F.10.0 COMMENTS:			

Annual Maintenance for Wet Pipe Sprinkler Systems

G.1.0 System in service before conducting maintenance			
G.2.0 Pertinent parties notified before conducting maintenance			
G.3.0 Operating stems of OS&Y (including backflow) valves lubricated			
G.3.1 Valve completely closed and reopened			
G.4.0 Adequate drainage provided before flow testing			
G.4.1 Main drain test conducted			
G.4.2 Supply water gauge reading before flow (static)			psi
G.4.3 Gauge reading during stable flow (residual)			psi
G.4.4 Time for supply pressure to return to normal			sec
G.5.0 Pertinent parties notified after conclusion of maintenance			
G.6.0 ALARM PANEL CLEAR			
G.7.0 SYSTEM RETURNED TO SERVICE			
G.8.0 COMMENTS:			

INSPECTOR'S INITIAL _____

(All "NO" answers to be explained.)

OWNER/DESIGNATED REP. INITIAL _____

DATE _____

(AFSA Form 106A)

Page 3 of 4

Report of Inspection, Testing & Maintenance of Wet Pipe Fire Sprinkler Systems...continued

Inspection Contract#

Inspector Name:

Date: _____

☐ Quarterly☐ **Annually**☐ Other _____

Y	N/A	N
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H.1.0 System in service before conducting tasks

H.2.0 Pertinent parties notified before conducting tasks

H.3.0 Alarm valve internally inspected

H.3.1 Alarm valve strainers, filters, and restriction orifices inspected

H.3.2	Alarm valve internal components cleaned/replaced as necessary
-------	---

H.3.3	Alarm valve internal components inspection/maintenance date:
-------	--

H.4.0 System gauges replaced as necessary

H.4.1 System gauges tested by comparison with calibrated gauge

H.4.2 System gauges accurate within 3% of full scale

H.4.3 System gauges recalibrated as necessary

H.4.4 System gauges test/replacement date:

H.5.0 Check valves internally inspected

H.5.1 Check valve internal components operate correctly

H.5.2 Check valve internal components move freely

H.5.3 Check valve internal components in good condition

H.5.4 Check valve internal components
cleaned/repaired/replaced as necessary

H.5.5 Check valve internal inspection/maintenance date:

H.6.0 Adequate drainage provided before flow testing

H.6.1 PRV control valves full flow tested by opening sectional drain valve

H.6.2	Supply side static pressure	psi
-------	-----------------------------	-----

H.6.3	System side static pressure	psi
-------	-----------------------------	-----

H.6.4	Supply side residual pressure	psi
-------	-------------------------------	-----

H.6.5	System side residual pressure	psi
-------	-------------------------------	-----

H.6.6 Results compared to previous full flow test

H.6.7 Adjustments made as necessary

H.7.0 Extra high temp solder type sprinklers tested/replaced – date:

H.7.1 Sprinklers in harsh environment
tested/replaced – date:

H.7.2 Dry sprinklers tested/replaced (10 years) – date:

H.7.3 Sprinklers with fast response elements tested/replaced (at 20 years, 10 thereafter) – date:

H.7.4 All sprinklers tested/replaced
(at 50 years, 10 thereafter) – date:

H.7.5 All sprinklers tested/replaced
(at 75 years, 5 thereafter) – date:

H.7.6 All sprinklers manufactured before 1920 replaced – date:

H.8.0 Obstruction investigation conducted
(see AFSA Form 114A) -
date:

H.9.0 Pertinent parties notified after conclusion of tasks

H.10.0 ALARM PANEL CLEAR

H.11.0 SYSTEM RETURNED TO SERVICE

INSPECTOR'S INITIAL _____

(All "NO" answers to be explained.)

OWNER/DESIGNATED REP. INITIAL _____ DATE _____

(AFSA Form 106A)
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REV. 3/03

Report of Inspection, Testing & Maintenance of Dry Pipe Fire Sprinkler Systems



ALL QUESTIONS ARE TO BE ANSWERED AND ALL BLANKS TO BE FILLED
(Weekly inspection tasks are NOT included in this report)

Inspecting Firm: _____

Inspection Contract# _____

Name of Inspected Property: _____

Inspector Name: _____

Date: _____

Inspection Frequency: ☐ Monthly☐ Quarterly☐ Annually☐ Other

Monthly Inspection of Dry Pipe Sprinkler Systems

	Y	N/A	N		Y	N/A	N
A.1.0 System in service on inspection							
A.1.1 Supply (water) gauge pressure				psi			
A.1.2 System (air) gauge pressure				psi			
A.1.3 Quick opening device gauge pressure				psi			
A.1.4 Gauge near compressor				psi			
A.1.5 Gauge pressures are normal							
A.2.0 Control valves in normal open or closed position							
A.2.1 Control valves properly locked or supervised							
A.2.2 Control valves accessible							
A.2.3 Control valves provided with appropriate wrenches							
A.2.4 Control valves free from external leaks							
A.2.5 Control valve identification signs in place							
A.2.6 System control valve sign indicates area served							
A.3.0 Backflow prevention assembly valves are locked or electrically supervised in open position							
A.3.1 Reduced pressure backflow prevention assembly not in continuous discharge							
A.4.0 Dry pipe valve free of physical damage							
A.4.1 Dry pipe valve trim valves are in appropriate open or closed position							
A.4.2 Dry pipe valve intermediate chamber not leaking							
A.5.0 ALARM PANEL CLEAR							
A.6.0 COMMENTS:							

Quarterly Inspection of Dry Pipe Sprinkler Systems

B.1.0 System in service on inspection			
B.2.0 Hydraulic nameplate attached and legible			
B.2.1 Alarm device free from physical damage			
B.3.0 FDC is visible			
B.3.1 FDC is accessible			
B.3.2 FDC swivels/couplings undamaged/rotate smoothly			
B.3.3 FDC plugs/caps in place/undamaged			
B.3.4 FDC gaskets in place and in good condition			
B.3.5 FDC identification sign in place			
B.3.6 FDC check valve not leaking			
B.3.7 FDC automatic drain valve in place and operating properly			
B.3.8 FDC clapper is in place and operating properly			
B.3.9 FDC interior inspected where caps missing			
B.3.10 FDC obstructions removed as necessary			
B.4.0 Pressure reducing control valves (PRV) indicate open			
B.4.1 PRV not leaking			
B.4.2 PRV maintaining downstream pressure per design			
B.4.3 PRV in good condition			
B.4.4 PRV handwheel installed and not broken			
B.5.0 ALARM PANEL CLEAR			
B.6.0 COMMENTS:			

Quarterly Testing for Dry Pipe Sprinkler Systems

C.1.0 System in service before testing			
C.1.1 Pertinent parties notified before testing			
C.1.2 Adequate drainage provided before flow testing			
C.2.0 Water flow alarm tested and is operational			
C.2.1 Test conducted with inspectors test connection			
C.2.2 Test conducted with bypass connection (freezing weather)			
C.2.3 Test conducted per manufacturer's instructions			
C.2.4 Alarm devices appear free of physical damage			
C.3.0 Supervisory switch initiates distinct signal during first two hand wheel revolutions or before valve stem moved one-fifth from normal position (<i>semi-annual</i>)			
C.3.1 Signal restored only when valve returned to normal position (<i>semi-annual</i>)			
C.4.0 One main drain test conducted downstream from backflow preventer			
C.4.1 One main drain test conducted downstream from pressure reducing valve			
C.4.2 Supply water gauge reading before flow (static)			psi
C.4.3 Gauge reading during stable flow (residual)			psi
C.4.4 Time for supply pressure to return to normal			sec
C.5.0 Priming water level tested			
C.6.0 Quick opening device(s) (QOD) tested			
C.7.0 Low pressure alarm tested			
C.8.0 Pertinent parties notified of test conclusion			
C.9.0 ALARM PANEL CLEAR			
C.10.0 SYSTEM RETURNED TO SERVICE			
C.11.0 COMMENTS:			

INSPECTOR'S INITIAL _____

(All "NO" answers to be explained.)

OWNER/DESIGNATED REP. INITIAL _____

DATE _____

(AFSA Form 107A)

Page 1 of 3

REV. 3/03**Report of Inspection, Testing & Maintenance of Dry Pipe Sprinkler Systems...continued**

Inspecting Firm: _____

Inspection Contract# _____

Name of Inspected Property: _____

Inspector Name: _____

Date: _____

Inspection Frequency: ☐ Monthly☐ Quarterly☐ Annually☐ Other**Annual Inspection for Dry Pipe Sprinkler Systems**

	Y	N/A	N
D.1.0 System in service on inspection			
D.2.0 Hangers and seismic bracing appears undamaged and tightly attached			
D.3.0 Piping appears free of mechanical damage			
D.3.1 Piping appears free of leakage			
D.3.2 Piping appears free of corrosion			
D.3.3 Piping appears properly aligned			
D.3.4 Piping appears free of external loading			
D.4.0 Sprinklers appear free of leakage			
D.4.1 Sprinklers appear free of corrosion			
D.4.2 Sprinklers appear free of foreign materials			
D.4.3 Sprinklers appear free of paint			
D.4.4 Sprinklers appear free of physical damage			
D.4.5 Sprinklers appear properly oriented			
D.4.6 Sprinkler spray patterns appear free of unacceptable obstructions			
D.4.7 Glass bulbs appear full of liquid			
D.4.8 Spare sprinklers are of proper number (at least 6), type, and temperature rating			
D.4.9 Spare sprinklers stored where temperature maximum is 100°F			
D.4.10 Wrench available for each type of sprinkler			
D.5.0 Dry pipe valve in good condition internally (check at trip test)			
PRIOR TO FREEZING WEATHER:			
D.6.0 Building is secure such as not to expose piping to freezing conditions			
D.6.1 Adequate heat is provided maintaining temperatures at 40°F or higher			
D.7.0 ALARM PANEL CLEAR			
D.8.0 COMMENTS:			

Annual Maintenance for Dry Pipe Sprinkler Systems

	Y	N/A	N
E.1.0 System in service before conducting maintenance			
E.2.0 Pertinent parties notified before conducting maintenance			
E.3.0 Adequate drainage provided before flow testing or draining			
E.4.0 Operating stems of OS&Y (including backflow) valves lubricated			
E.4.1 Valve completely closed and reopened			
E.5.0 Main drain test conducted			
E.5.1 Supply water gauge reading before flow (static)			psi
E.5.2 Gauge reading during stable flow (residual)			psi
E.5.3 Time for supply pressure to return to normal			sec
E.6.0 Leaks resulting in air pressure losses greater than 10 psi/week located and repaired			
E.7.0 Dry pipe valve interior thoroughly cleaned and parts replaced/repared as necessary			
E.7.1 Grease or other sealing materials not applied to seating surfaces of dry pipe valve			
E.8.0 Dry pipe system low points drained after operation and before onset of freezing weather conditions			
E.9.0 Pertinent parties notified after conclusion of maintenance			
E.10.0 ALARM PANEL CLEAR			
E.11.0 SYSTEM RETURNED TO SERVICE			
E.12.0 COMMENTS:			

Trip Test Table

Dry Pipe Operating Test	Dry Valve		Size		Year		Q.O.D.		Year	
	Make		Model		Serial No.		Make		Model	
	Time to Trip Thru Test Pipe		Water Pressure		Air Pressure		Time Water Trip Point Air Pressure		Reached Test Outlet	
	Min Sec		PSI		PSI		PSI		Min Sec	
Without Q.O.D.									Yes No	
With Q.O.D.										

INSPECTOR'S INITIAL _____

(All "NO" answers to be explained.)

OWNER/DESIGNATED REP. INITIAL _____

DATE _____

(AFSA Form 107A)

Page 2 of 3

REV. 3/03**Report of Inspection, Testing & Maintenance of Dry Pipe Sprinkler Systems...continued**

Inspecting Firm: _____

Inspection Contract# _____

Name of Inspected Property: _____

Inspector Name: _____

Date: _____

Inspection Frequency: ☐ Monthly☐ Quarterly☐ Annually☐ Other

Annual Testing for Dry Pipe Sprinkler Systems			
	Y	N/A	N
F.1.0 System in service before testing			
F.1.1 Pertinent parties notified before testing			
F.1.2 Adequate drainage provided before flow testing			
F.2.0 Dry pipe valve trip tested with control valve partially open (required at full flow every 3 years)			
F.2.1 Dry pipe valve protecting freezers trip tested in manner not introducing moisture into piping in freezer			
F.2.2 Tag or card showing trip test date and name of person and organization conducting test attached to DPV			
F.2.3 Separate records of initial air and water pressure, tripping air pressure, and dry pipe valve operating conditions maintained on premises for comparison			
F.2.4 Records of tripping time maintained for full flow trip tests			
F.3.0 Automatic air pressure maintenance devices tested in accordance with mfg. inst.			
F.4.0 Control valves (including backflow and PIVs) operated through full range & returned to normal position			
F.4.1 PIVs opened until spring or torsion felt in rod			
F.4.2 PIVs and OS&Ys backed 1/4 turn from full open			
F.5.0 Main drain test conducted			
F.5.1 Supply water gauge reading before flow (static)			psi
F.5.2 Gauge reading during stable flow (residual)			psi
F.5.3 Time for supply pressure to return to normal			sec
F.6.0 Backflow prevention assembly forward flow test conducted			
F.6.1 System demand flow was achieved through the device			
F.6.2 Forward flow test conducted at maximum rate possible (only where connections do not permit full flow test)			
F.6.3 Forward flow test conducted without measuring flow (device < 2" and outlet sized to flow system demand)			
F.6.4 Backflow prevention assembly internal inspection conducted (where shortages last more than 1 year and rationing enforced by AHJ)			
F.6.5 Forward flow test satisfied by annual fire pump flow test			
F.6.6 Backflow preventer performance test conducted as required by the AHJ			
F.7.0 PRV control valves partial flow test conducted and adequate to unseat valve			
F.8.0 Low temperature alarm tested at beginning of heating season (where provided for valve enclosure)			
F.9.0 Pertinent parties notified of test conclusion			
F.10.0 ALARM PANEL CLEAR			
F.11.0 SYSTEM RETURNED TO SERVICE			
F.12.0 COMMENTS			

Items of 5 Years or Greater Frequency			
	Y	N/A	N
G.1.0 System in service before conducting tasks			
G.2.0 Pertinent parties notified before conducting tasks			
G.3.0 Dry pipe valve internally inspected			
G.3.1 Dry pipe valve strainers, filters, and restriction orifices internally inspected			
G.3.2 Dry pipe valve internal components cleaned/replaced as necessary			
G.3.3 Dry pipe valve internal components inspection/maintenance date:			
G.4.0 System gauges replaced as necessary			
G.4.1 System gauges tested by comparison with calibrated gauge			
G.4.2 System gauges accurate within 3% of full scale			
G.4.3 System gauges recalibrated as necessary			
G.4.4 System gauges test/replacement date:			
G.5.0 Check valves internally inspected			
G.5.1 Check valve internal components operate correctly			
G.5.2 Check valve internal components move freely			
G.5.3 Check valve internal components in good condition			
G.5.4 Check valve internal components cleaned/repared/replaced as necessary			
G.5.5 Check valve internal inspection/maintenance date:			
G.6.0 Adequate drainage provided before flow testing			
G.6.1 PRV control valves full flow tested by opening sectional drain valve			
G.6.2 Supply side static pressure			psi
G.6.3 System side static pressure			psi
G.6.4 Supply side residual pressure			psi
G.6.5 System side residual pressure			psi
G.6.6 Results compared to previous full flow test			
G.6.7 Adjustments made as necessary			
G.7.0 Extra high temp solder type sprinklers tested/replaced - date:			
G.7.1 Sprinklers in harsh environment tested/replaced - date:			
G.7.2 Dry sprinklers tested/replaced (10 years) - date:			
G.7.3 Sprinklers with fast response elements tested/replaced (at 20 years, 10 thereafter) - date:			
G.7.4 All sprinklers tested/replaced (at 50 years, 10 thereafter) - date:			
G.7.5 All sprinklers tested/replaced (at 75 years, 5 thereafter) - date:			
G.7.6 All sprinklers manufactured before 1920 replaced - date:			
G.8.0 Obstruction investigation conducted (see AFSA Form 114A)			
G.9.0 Pertinent parties notified after conclusion of tasks			
G.10.0 ALARM PANEL CLEAR			
G.11.0 SYSTEM RETURNED TO SERVICE			
G.12.0 COMMENTS:			

INSPECTOR'S INITIAL _____

(All "NO" answers to be explained.)

OWNER/DESIGNATED REP. INITIAL _____

DATE _____

(AFSA Form 107A)

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REV. 3/03

Report of Inspection, Testing & Maintenance of Standpipe Systems



ALL QUESTIONS ARE TO BE ANSWERED AND ALL BLANKS TO BE FILLED
(Weekly inspection tasks are NOT included in this report)

Inspecting Firm:

Inspection Contract#

Name of Inspected Property:

Inspector Name:

Date:

Inspection Frequency: ☐ Monthly☐ Quarterly☐ Annually☐ Other

Monthly Inspection for Standpipe Systems

	Y	N/A	N		Y	N/A	N
A.1.0 System in service on inspection							
A.2.0 Supply pressure gauge (where present)				psi			
A.2.1 System water pressure gauge (where present)				psi			
A.2.2 System air pressure gauge (where present)				psi			
A.2.3 Top floor pressure gauge (where present)				psi			
A.2.4 Gauges appear to be in good condition (where present)							
A.3.0 Control valves in normal open or closed position							
A.3.1 Control valves properly locked or supervised							
A.3.2 Control valves accessible							
A.3.3 Control valves provided with appropriate wrenches							
A.3.4 Control valves free from external leaks							
A.3.5 Control valve identification signs in place							
A.3.6 Control valve signs indicate area served							
A.4.0 Backflow prevention assembly valves are locked or electrically supervised in open position							
A.4.1 Reduced pressure backflow prevention assembly not in continuous discharge							
A.5.0 Alarm valve gauges indicate normal supply water pressure							
A.5.1 Alarm valve free of physical damage							
A.5.2 Alarm valve trim valves are in appropriate open or closed position							
A.5.3 Alarm valve retarding chamber or alarm drain not leaking							
A.6.0 ALARM PANEL CLEAR							
A.7.0 COMMENTS:							

Quarterly Testing for Standpipe Systems

B.1.0 System in service before testing					B.5.0 Dry pipe valve priming water tested			
B.1.1 Pertinent parties notified before testing					B.5.1 Dry pipe valve priming water level normal			
B.1.2 Adequate drainage provided before flow testing					B.5.2 Dry pipe valve priming water level returned to normal			
B.2.0 Water flow alarm (other than vane type) tested and is operational					B.5.3 Low air pressure alarm tested in accordance with mfg. inst.			
B.2.1 Test conducted with inspectors test connection					B.6.0 Pertinent parties notified of test conclusion			
B.2.2 Test conducted with bypass connection (freezing weather)					B.7.0 ALARM PANEL CLEAR			
B.2.3 Test conducted per manufacturer's instructions					B.8.0 SYSTEM RETURNED TO SERVICE			
B.2.4 Alarm devices appear free of physical damage					B.9.0 COMMENTS:			
B.3.0 Supervisory switches initiated distinct signal during first two hand wheel revolutions or before valve stem moved one-fifth from normal position (semi-annual testing requirement)								
B.3.1 Signal restored only when valve returned to normal position								
B.4.0 Main drain test conducted downstream from backflow preventer								
B.4.1 Main drain test conducted downstream from pressure reducing valve								
B.4.2 Supply water gauge reading before flow (static)				psi				
B.4.3 Gauge reading during stable flow (residual)				psi				
B.4.4 Time for supply pressure to return to normal				sec				

INSPECTOR'S INITIAL _____

(All "NO" answers to be explained.)
OWNER/DESIGNATED REP. INITIAL _____

DATE _____

(AFSA Form 108A)
Page 1 of 4

REV. 3/03**Report of Inspection, Testing & Maintenance of Standpipe Systems...continued**

Inspecting Firm: _____

Inspection Contract# _____

Name of Inspected Property: _____

Inspector Name: _____

Date: _____

Inspection Frequency: ☐ Monthly☐ Quarterly☐ Annually☐ Other**Quarterly Inspection for Standpipe Systems**

	Y	N/A	N		Y	N/A	N
C.1.0 System in service on inspection				C.10.0 Hose storage devices operate with ease			
C.2.0 Alarm device free from physical damage				C.10.1 Hose storage devices undamaged			
C.3.0 FDC is visible				C.10.2 Hose storage devices unobstructed			
C.3.1 FDC is accessible				C.10.3 Hose racks in cabinets swing out at least 90°			
C.3.2 FDC swivels/couplings undamaged/rotate smoothly				C.11.0 Hose cabinets free of corrosion and parts undamaged			
C.3.3 FDC plugs/caps in place/undamaged				C.11.1 Hose cabinets open with ease			
C.3.4 FDC gaskets in place and in good condition				C.11.2 Hose cabinet doors open fully			
C.3.5 FDC identification sign in place				C.11.3 Hose cabinet door glazing free of cracks or breaks			
C.3.6 FDC check valve not leaking				C.11.4 Hose cabinet locks functioning properly (break-glass type)			
C.3.7 FDC automatic drain valve in place and operating properly				C.11.5 Hose cabinet glass break devices in place and attached			
C.3.8 FDC clapper is in place and operating properly				C.11.6 Hose cabinets identified as containing fire equipment			
C.3.9 FDC interior inspected where caps missing				C.11.7 Hose cabinets unobstructed			
C.3.10 FDC obstructions removed as necessary				C.11.8 Hose cabinet valves, hose, nozzles, fire extinguishers, etc., easily accessible			
C.4.0 Hose connection valve caps in place/undamaged				C.12.0 ALARM PANEL CLEAR			
C.4.1 Hose connection valve outlet threads undamaged				C.13.0 COMMENTS:			
C.4.2 Hose connection valve handles in place/undamaged							
C.4.3 Hose connection valve gaskets undamaged and free of deterioration							
C.4.4 Hose connection valve not leaking							
C.4.5 Hose connection valves unobstructed							
C.4.6 Hose connection valve restricting devices in place							
C.5.0 Hose connection pressure reducing hose valve (PRV) handwheels in place and undamaged							
C.5.1 Hose connection PRV outlet threads undamaged							
C.5.2 Hose connection PRVs not leaking							
C.5.3 Hose connection PRV reducers and caps in place and undamaged							
C.6.0 Hose rack assembly PRV handwheels in place undamaged							
C.6.1 Hose rack assembly PRVs not leaking							
C.7.0 Standpipe piping undamaged							
C.7.1 Standpipe piping support devices in place and undamaged							
C.7.2 Standpipe piping supervisory devices undamaged							
C.8.0 Hoses free of mildew, cuts, abrasions, and deterioration							
C.8.1 Hose couplings undamaged							
C.8.2 Hose gaskets in place and free of deterioration							
C.8.3 Hose coupling threads compatible							
C.8.4 Hoses connected to nipple or valve							
C.8.5 Hose tests not outdated							
C.8.6 Hose properly racked or rolled							
C.9.0 Hose nozzles in place							
C.9.1 Hose nozzle gaskets in place and free of deterioration							
C.9.2 Hose nozzles unobstructed							
C.9.3 Hose nozzles operate smoothly							
C.9.4 Hose nozzle clips in place and correctly contain nozzles							

INSPECTOR'S INITIAL _____

(All "NO" answers to be explained.)

OWNER/DESIGNATED REP. INITIAL _____

DATE _____

(AFSA Form 108A)
Page 2 of 4

REV. 3/03**Report of Inspection, Testing & Maintenance of Standpipe Systems...continued**

Inspecting Firm: _____

Inspection Contract# _____

Name of Inspected Property: _____

Inspector Name: _____

Date: _____

Inspection Frequency: ☐ Monthly☐ Quarterly☐ Annually☐ Other**Annual Inspection and Testing for Standpipe Systems**

	Y	N/A	N
D.1.0 System in service before inspection and testing			
D.1.1 Pertinent parties notified before inspection and testing			
D.1.2 Adequate drainage provided before flow testing			
D.1.3 Cabinet inspected in accordance with NFPA 1962			
D.1.4 Hose storage device inspected in accordance with NFPA 1962			
D.1.5 Hose inspected in accordance with NFPA 1962			
D.1.6 Dry pipe valve internally inspected (during trip test)			
D.2.0 Main drain test conducted			
D.2.1 Main drain test conducted at low point drain or main drain test connection where supply main enters building (when provided)			
D.2.2 Supply water gauge reading before flow (static) _____ psi			
D.2.3 Gauge reading during stable flow (residual) _____ psi			
D.2.4 Time for supply pressure to return to normal _____ sec			
D.3.0 Hose nozzle tested in accordance with NFPA 1962			
D.3.1 Hose storage device tested in accordance with NFPA 1962			
D.3.2 Hose tested in accordance with NFPA 1962 (3-year testing requirement)			
D.4.0 Control valves (including backflow and PIVs) operated through full range and returned to normal position			
D.4.1 PIVs opened until spring or torsion felt in rod			
D.4.2 PIVs and OS&Ys backed 1/4 turn from full open			
D.5.0 Main drain test conducted			
D.5.1 Supply water gauge reading before flow (static) _____ psi			
D.5.2 Gauge reading during stable flow (residual) _____ psi			
D.5.3 Time for supply pressure to return to normal _____ sec			
D.6.0 Backflow prevention assembly forward flow test conducted			
D.6.1 System demand flow was achieved through the device			
D.6.2 Forward flow test conducted at maximum rate possible (only where connections do not permit full flow test)			

	Y	N/A	N
D.6.3 Forward flow test conducted without measuring flow (device < 2" and outlet sized to flow system demand)			
D.6.4 Backflow prevention assembly internal inspection conducted (where shortages last more than 1 year and rationing enforced by AHJ)			
D.6.5 Forward flow test satisfied by annual fire pump flow test			
D.6.6 Backflow preventer performance test conducted as required by the AHJ			
D.7.0 Dry pipe valve trip tested (at full flow every third year)			
D.7.1 Separate records of initial air and water pressure, tripping air pressure, and dry pipe valve operating conditions available on premises for comparison			
D.7.2 Current trip test results compared to previous trip test results			
D.7.3 Current results correlate with previous results			
D.7.4 Tag showing date of trip test and name of person and organization conducting test attached to valve			
D.7.5 Low temperature alarms tested at beginning of heating season			
D.7.6 Automatic air pressure maintenance device tested in accordance with mfg. inst.			
D.8.0 Hose connection PRVs flow tested at partial flow adequate to move valve from seat			
D.8.1 Hose rack assembly PRVs flow tested at partial flow adequate to move valve from seat			
D.9.0 Pertinent parties notified of inspection and testing conclusion			
D.10.0 ALARM PANEL CLEAR			
D.11.0 SYSTEM RETURNED TO SERVICE			
D.12.0 COMMENTS:			

Annual Maintenance for Standpipe Systems

E.1.0 System in service before conducting maintenance			
E.2.0 Pertinent parties notified before conducting maintenance			
E.3.0 Manual, semiautomatic, or dry standpipe – hose connection valve operates smoothly			
E.4.0 Operating stems of OS&Y (including backflow) valves lubricated			
E.4.1 Valves completely closed and reopened			
E.5.0 Adequate drainage provided before flow testing			
E.5.1 Main drain test conducted			
E.5.2 Supply water gauge reading before flow (static) _____ psi			
E.5.3 Gauge reading during stable flow (residual) _____ psi			

E.5.4 Time for supply pressure to return to normal _____ sec			
E.6.0 Low point drains drained prior to onset of freezing weather conditions			
E.7.0 Pertinent parties notified after conclusion of maintenance			
E.8.0 ALARM PANEL CLEAR			
E.9.0 SYSTEM RETURNED TO SERVICE			
E.10.0 COMMENTS:			

INSPECTOR'S INITIAL _____

(All "NO" answers to be explained.)

OWNER/DESIGNATED REP. INITIAL _____

DATE _____

(AFSA Form 108A)
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REV. 3/03**Report of Inspection, Testing & Maintenance of Standpipe Systems...continued**

Inspecting Firm: _____

Inspection Contract# _____

Name of Inspected Property: _____

Inspector Name: _____

Date: _____

Inspection Frequency: ☐ Monthly☐ Quarterly☐ Annually☐ Other**Five-Year Inspection and Maintenance for Standpipe Systems**

	Y	N/A	N
F.1.0 System in service before conducting inspection and maintenance			
F.2.0 Pertinent parties notified before inspection			
F.3.0 Alarm valve internally inspected			
F.3.1 Alarm valve strainers, filters, and restriction orifices inspected			
F.3.2 Alarm valve strainers, filters, and restriction orifices in good condition			
F.3.3 Alarm valve internal components cleaned/replaced as necessary			
F.4.0 Check valves internally inspected			
F.4.1 Check valve internal components operate correctly			
F.4.2 Check valve internal components move freely			
F.4.3 Check valve internal components in good condition			
F.4.4 Check valve internal components cleaned/repared/replaced as necessary			
F.5.0 Dry pipe valve strainers, filters, and restriction orifices inspected			

	Y	N/A	N
F.5.1 Dry pipe valve strainers, filters, and restriction orifices in good condition			
F.6.0 Pertinent parties notified of inspection and maintenance conclusion			
F.7.0 SYSTEM RETURNED TO SERVICE			
F.8.0 COMMENTS:			

Five-Year Testing for Standpipe Systems

G.1.0 System in service before testing			
G.1.1 Pertinent parties notified before testing			
G.1.2 Adequate drainage provided before flow testing			
G.2.0 System gauges tested by comparison with calibrated gauge			
G.2.1 System gauges accurate within 3% of full scale			
G.2.2 System gauges recalibrated as necessary			
G.2.3 System gauges replaced as necessary			
G.2.4 System gauges test/replacement date:			
G.3.0 Standpipe hose tested in accordance with NFPA 1962			
G.4.0 Hydrostatic test conducted on dry standpipe system			
G.4.1 Hydrostatic test requirements and performance discussed with AHJ prior to testing			
G.4.2 Hydrostatic test conducted on dry portions of wet standpipe system			
G.4.3 Hydrostatic test conducted on manual standpipe system (except manual wet standpipes that are part of combined sprinkler/standpipe systems)			
G.4.4 Hydrostatic test pressure measured at low elevation point of tested system			
G.4.5 Hydrostatic pressure tested at requirements in effect at time of installation			
G.4.6 No leakage observed on inside standpipe systems during hydrostatic test			
G.5.0 Flow test conducted through hydraulically most remote hose connection (where practical) of automatic standpipe system			
G.5.1 Flow test requirements and performance discussed with AHJ prior to testing			
G.5.2 AHJ consulted for appropriate test location (where hyd. most remote not practical)			
G.5.3 Flow test conducted at requirements in effect at time of installation			

G.5.4 Flow test results indicate the water supply supplies design pressure at required flow			
G.6.0 Pressure control valves full flow tested			
G.6.1 Test results compared to previous test results			
G.6.2 Adjustments made in accordance with mfg. inst.			
G.7.0 Hose connection PRVs full flow tested			
G.7.1 Test results compared to previous test results			
G.7.2 Adjustments made in accordance with mfg. inst.			
G.8.0 Hose rack assembly PRVs full flow tested			
G.8.1 Test results compared to previous test results			
G.8.2 Adjustments made in accordance with mfg. inst.			
G.9.0 Pertinent parties notified of test conclusion			
G.10.0 ALARM PANEL CLEAR			
G.11.0 SYSTEM RETURNED TO SERVICE			
G.12.0 COMMENTS:			

INSPECTOR'S INITIAL _____ (All "NO" answers to be explained.)
 OWNER/DESIGNATED REP. INITIAL _____ DATE _____

(AFSA Form 108A)
 Page 4 of 4

REV. 3/03

Report of Inspection, Testing & Maintenance of Fire Pump Assemblies

ALL QUESTIONS ARE TO BE ANSWERED AND ALL BLANKS TO BE FILLED
(Weekly inspection tasks are NOT included in this report)



Inspecting Firm: _____ Inspection Contract# _____
 Name of Inspected Property: _____
 Inspector Name: _____ Date: _____
 Inspection Frequency: ☐ Monthly ☐ Quarterly ☐ Annually ☐ Other

**Items necessary only in the absence of manufacturer's recommendations*

Monthly Inspection, Testing and Maintenance for Fire Pump Assemblies

	Y	N/A	N		Y	N/A	N
A.1.0 System in service before conducting tasks				A.4.2 *Battery case exterior cleaned and dried			
A.1.1 Pertinent parties notified before conducting tasks				A.4.3 *Battery case changed as necessary			
A.2.0 Control valves in normal open or closed position				A.4.4 *Battery system tested for specific gravity or state of charge			
A.2.1 Control valves properly locked or supervised				A.4.5 *Battery system charger and charge rate operational, normal, and equalized			
A.2.2 Control valves accessible				A.4.6 *Circuit breakers or fuses checked			
A.2.3 Control valves provided with appropriate wrenches				A.5.0 *Isolating switch exercised			
A.2.4 Control valves free from external leaks				A.5.1 *Circuit breaker exercised			
A.2.5 Control valve identification signs in place				A.6.0 Fire pump assembly maintenance performed in accordance with mfg. recommendations			
A.2.6 Control valve sign indicates area served				A.7.0 Pertinent parties notified of completion of tasks			
A.3.0 Backflow prevention assembly valves are locked or electrically supervised in open position				A.8.0 ALARM PANEL CLEAR			
A.3.1 Reduced pressure backflow prevention assembly not in continuous discharge				A.9.0 SYSTEM RETURNED TO SERVICE			
A.4.0 *Battery case visually inspected				A.10.0 COMMENTS:			
A.4.1 *Battery case corrosion removed							

Quarterly Inspection for Fire Pump Assemblies

B.1.0 System in service on inspection			
B.2.0 FDC is visible			
B.2.1 FDC is accessible			
B.2.2 FDC swivels/couplings undamaged/rotate smoothly			
B.2.3 FDC plugs/caps in place/undamaged			
B.2.4 FDC gaskets in place and in good condition			
B.2.5 FDC identification sign in place			
B.2.6 FDC check valve not leaking			
B.2.7 FDC automatic drain valve in place and operating properly			
B.2.8 FDC clapper is in place and operating properly			
B.2.9 FDC interior inspected where caps missing			
B.2.10 FDC obstructions removed as necessary			
B.3.0 Pressure control valve (PRV) not leaking			
B.3.1 Pressure control valve maintaining downstream pressure per design			
B.3.2 Pressure control valve in good condition			
B.4.0 *Crankcase breather inspected and in good condition			
B.4.1 *Engine exhaust system insulation in place			
B.4.2 *Engine exhaust system fire hazard safeguards in place			
B.4.3 *Battery system terminals clean and tight			
B.4.4 *Electrical wiring subject to movement free from chafing			
B.5.0 Fire pump assembly maintenance performed in accordance with mfg. recommendations			
B.6.0 ALARM PANEL CLEAR			
B.7.0 COMMENTS:			

Quarterly Testing and Maintenance for Fire Pump Assemblies

C.1.0 System in service before conducting tasks			
C.1.1 Pertinent parties notified before conducting tasks			
C.2.0 Adequate drainage provided before flow testing			
C.2.1 One main drain test conducted downstream from backflow preventer			
C.2.2 One main drain test conducted downstream from pressure reducing valve			
C.2.2 Supply water gauge reading before flow (static)			psi
C.2.3 Gauge reading during stable flow (residual)			psi
C.2.4 Time for supply pressure to return to normal			sec
C.3.0 *Strainer, filter, or dirt leg (or combination thereof) cleaned			
C.3.1 *Crankcase breather cleaned (as necessary)			
C.3.2 *Crankcase breather changed (as necessary)			
C.3.3 *Water strainer cleaned			
C.4.0 Fire pump assembly maintenance performed in accordance with mfg. recommendations			
C.5.0 Pertinent parties notified of task conclusion			
C.6.0 ALARM PANEL CLEAR			
C.7.0 SYSTEM RETURNED TO SERVICE			
C.8.0 COMMENTS:			

INSPECTOR'S INITIAL _____ (All "NO" answers to be explained.) OWNER/DESIGNATED REP. INITIAL _____ DATE _____

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REV. 3/03**Report of Inspection, Testing & Maintenance of Fire Pump Assemblies...continued**

Inspecting Firm: _____

Inspection Contract# _____

Name of Inspected Property: _____

Inspector Name: _____

Date: _____

Inspection Frequency: ☐ Monthly☐ Quarterly☐ Annually☐ Other _____**Items necessary only in the absence of manufacturer's recommendations*

Semi-Annual Inspection, Testing and Maintenance for Fire Pump Assemblies			
	Y	N/A	N
D.1.0 System in service before conducting tasks			
D.1.1 Pertinent parties notified before conducting tasks			
D.2.0 Control valve supervisory switches initiate distinct signal during first two hand wheel revolutions or before valve stem moved one-fifth from normal position			
D.2.1 Signal restored only when valve returned to normal position			
D.3.0 Adequate drainage provided before flow testing			
D.3.1 Main drain test conducted			
D.3.2 Supply water gauge reading before flow (static)			psi
D.3.3 Gauge reading during stable flow (residual)			psi
D.3.4 Time for supply pressure to return to normal			sec
D.4.0 *Flexible exhaust section inspected and in good condition			
D.4.1 *Manual starting means of electrically driven pumps operated			
D.4.2 *Antifreeze protection level tested and adjusted as necessary			
D.4.3 *Electrical system safeties and alarms operated			
D.4.4 *Electrical system boxes, panels, and cabinets cleaned			
D.5.0 Fire pump assembly maintenance performed in accordance with mfg. recommendations			
D.6.0 Pertinent parties notified of task conclusion			
D.7.0 ALARM PANEL CLEAR			
D.8.0 SYSTEM RETURNED TO SERVICE			
D.9.0 COMMENTS:			

Annual Inspection for Fire Pump Assemblies			
	Y	N/A	N
E.1.0 System in service on inspection			
E.2.0 Hangers and seismic bracing appear undamaged and tightly attached			
E.3.0 Piping appears free of mechanical damage			
E.3.1 Piping appears free of leakage			
E.3.2 Piping appears free of corrosion			
E.3.3 Piping appears properly aligned			
E.3.4 Piping appears free of external loading			
E.4.0 Building is secure such as not to expose piping to freezing conditions (prior to freezing weather)			
E.4.1 Adequate heat is provided maintaining temperatures at 40°F or higher (prior to freezing weather)			
E.5.0 *Pump shaft end play within specified tolerances			
E.5.1 *Pressure gauge and sensor accuracy verified to be within 5%			
E.5.2 *Pump coupling alignment within specified tolerances			
E.5.3 *Electrical connections tightened as necessary			
E.5.4 *Mechanical moving parts lubrication verified (excluding starters and relays)			
E.5.5 *Pressure switch setting calibration verified			
E.5.6 *Fuel tank vents and overflow piping free from obstructions			
E.5.7 *Fuel piping in good condition			
E.5.8 *Combustion air ductwork and louvers in good condition			
E.5.9 *Exhaust system hangers and supports in place and in good condition			
E.5.10 *Electrical control and power wiring connections checked for tightness			
E.6.0 Fire pump assembly maintenance performed in accordance with mfg. recommendations			
E.7.0 ALARM PANEL CLEAR			
E.8.0 COMMENTS:			

Annual Maintenance for Fire Pump Assemblies			
	Y	N/A	N
F.1.0 System in service before conducting maintenance			
F.2.0 Pertinent parties notified before conducting maintenance			
F.3.0 Operating stems of OS&Y (including backflow) valves lubricated			
F.3.1 Valve completely closed and reopened			
F.4.0 Adequate drainage provided before flow testing			
F.4.1 Main drain test conducted			
F.4.2 Supply water gauge reading before flow (static)			psi
F.4.3 Gauge reading during stable flow (residual)			psi
F.4.4 Time for supply pressure to return to normal			sec
F.5.0 Fire pump assembly maintenance performed in accordance with mfg. recommendations			
F.5.1 *Pump bearing lubricated			
F.5.2 *Gauges recalibrated or changed (when 5% or more out of calibration)			
F.5.3 *Wet pit suction screens checked (cleaned as necessary) after every operation			
F.5.4 *Mechanical transmission coupling lubricated			
F.5.5 *Mechanical transmission right-angle gear drive lubricated			
F.5.6 *Electric drive motor bearings lubricated			
F.5.7 *Fuel tank voided of water and foreign material			
F.5.8 *Diesel engine lubrication system oil and filter changed (or 50 hrs whichever comes first)			
F.5.9 *Diesel engine cooling system antifreeze changed			
F.5.10 *Diesel engine cooling system heat exchanger rodged out			
F.5.11 *Electrical system circuit breakers or fuses changed (every 2 years)			
F.6.0 Pertinent parties notified after conclusion of maintenance			
F.7.0 ALARM PANEL CLEAR			
F.8.0 SYSTEM RETURNED TO SERVICE			
F.9.0 COMMENTS:			

INSPECTOR'S INITIAL _____ (All "NO" answers to be explained.)
 OWNER/DESIGNATED REP. INITIAL _____ DATE _____

REV. 3/03**Report of Inspection, Testing & Maintenance of Fire Pump Assemblies...continued**

Inspecting Firm: _____

Inspection Contract# _____

Name of Inspected Property: _____

Inspector Name: _____

Date: _____

Inspection Frequency: ☐ Monthly☐ Quarterly☐ Annually☐ Other _____**Items necessary only in the absence of manufacturer's recommendations***Annual Testing for Fire Pump Assemblies**

	Y	N/A	N
G.1.0 System in service before testing			
G.1.1 Pertinent parties notified before testing			
G.1.2 Adequate drainage provided before flow testing			
G.2.0 Main drain test conducted			
G.2.1 Supply water gauge reading before flow (static) _____ psi			
G.2.2 Gauge reading during stable flow (residual) _____ psi			
G.2.3 Time for supply pressure to return to normal _____ sec			
G.3.0 Control valves (including backflow and PIVs) operated through full range and returned to normal position			
G.3.1 PIVs opened until spring or torsion felt in rod			
G.3.2 PIVs and OS&Ys backed 1/4 turn from full open			
G.3.3 Main drain test conducted			
G.3.4 Supply water gauge reading before flow (static) _____ psi			
G.3.5 Gauge reading during stable flow (residual) _____ psi			
G.3.6 Time for supply pressure to return to normal _____ sec			
G.4.0 Backflow prevention assembly forward flow test conducted			
G.4.1 System demand flow was achieved through the device			
G.4.2 Forward flow test conducted at maximum rate possible (only where connections do not permit full flow test)			
G.4.3 Forward flow test conducted without measuring flow (device <= 2" and outlet sized to flow system demand)			
G.4.4 Backflow prevention assembly internal inspection conducted (where shortages last more than 1 year and rationing enforced by AHJ)			
G.4.5 Forward flow test satisfied by annual fire pump flow test			
G.4.6 Backflow prevention assembly performance test conducted as required by the AHJ			
FLOW TEST:			
G.5.0 Care taken to prevent water damage by verifying adequate drainage			
G.5.1 Flow test conducted under minimum, rated, and peak fire pump flows			
G.5.2 Flow test conducted by controlling quantity of water discharged through test devices			
G.5.3 Fire pump operated at maximum allowable discharge (where available suction supplies do not allow flowing of 150 percent of rated pump capacity)			
G.5.4 Fire pump suction supply provided required flow at 0 psi or higher gauge pressure at pump suction flange (except installations where NFPA 20 permitted negative suction gauge pressures)			
G.5.5 Electric fire pump driver did not overload beyond rating (including service factor allowance) while delivering necessary brake horsepower			
G.5.6 Pump suction and discharge pressures and flow measurements at each hose stream used to determine total pump output where hose streams used in testing (must be conducted every 3 years at minimum)			
G.5.7 Pump suction and discharge pressures and flowmeter measurements used to determine total pump output where flowmeter used in testing (not to exceed 2 consecutive annual tests)			
G.5.8 Flow meter adjusted immediately prior to testing in accordance with mfg. inst.			
G.5.9 Test results using flow meter consistent with previous annual test results (if "no" - complete flow test using hose streams OR calibrate flow meter)			
WHILE PUMP IS RUNNING:			
G.6.0 At churn, circulation relief valve checked for operation and water discharge			
G.6.1 At churn, pressure relief valve checked for proper operation			
G.6.2 At churn, pressure control valve checked for proper operation			
G.6.3 At churn, test continued for minimum of _____ hour			
G.6.4 At each flow condition, electric motor voltage and current in all lines recorded (see appropriate section on page 5)			
G.6.5 At each flow condition, pump speed recorded (see appropriate section on page 5)			
G.6.6 At each flow condition, simultaneous readings of pump suction and discharge pressures and pump discharge flow recorded (see appropriate section on page 5)			
G.6.7 Pressure relief valve closely observed during each flow condition			
G.6.8 Pressure control valve closely observed during each flow condition			
G.6.9 Pressure relief valve functioning properly (pump discharge pressure did not exceed normal operating pressure rating of system components)			
G.6.10 Pressure control valve functioning properly (system not exposed to pressures higher than rating)			
G.6.11 Pressure relief valve observed closing at proper pressure			
G.6.12 Pressure control valve observed closing at proper pressure (suction or discharge)			
G.6.13 Pressure relief valve closed by pilot adjustment during flow conditions (as necessary to achieve minimum rated pump characteristics)			
G.6.14 Pressure relief valve reset to normal position at pump test conclusion			
SYSTEMS EQUIPPED WITH AUTOMATIC TRANSFER SWITCH:			
G.7.0 Power failure condition simulated while pump operating at peak load			
G.7.1 Transfer switch transfer of power to alternate power source verified			

Annual Testing Tasks for Fire Pump Assemblies continued on page 4

INSPECTOR'S INITIAL _____	(All "NO" answers to be explained.) OWNER/DESIGNATED REP. INITIAL _____	DATE _____
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(AFSA Form 110A)
Page 3 of 6

REV. 3/03**Report of Inspection, Testing & Maintenance of Fire Pump Assemblies...continued**

Inspecting Firm: _____

Inspection Contract# _____

Name of Inspected Property: _____

Inspector Name: _____

Date: _____

Inspection Frequency: ☐ Monthly☐ Quarterly☐ Annually☐ Other**Items necessary only in the absence of manufacturer's recommendations***Annual Testing for Fire Pump Assemblies continued from page 3**

	Y	N/A	N
G.7.2 Pump maintenance of peak load performance verified			
G.7.3 Power failure condition removed			
G.7.4 Pump reconnected to normal power source after a time delay			
G.8.0 Alarm conditions simulated			
G.8.1 Local or remote alarm indicating devices (visual and audible) observed for operation			
G.8.2 Legally required safety precautions taken during inspecting, testing, and maintaining electric controllers			
G.8.3 After water-flow portions of annual testing or fire protection system activations, suction screens inspected and cleared of debris or obstructions			
G.8.4 Engine generator sets supplying emergency or standby power to fire pump assemblies tested in accordance with NFPA 110			
G.8.5 Automatic transfer switches tested in accordance with NFPA 110			
G.8.6 Pump room environmental heating equipment automatic operation verified			
G.8.7 Pump room environmental illumination equipment manual operation verified			
G.8.8 Pump room environmental ventilation equipment automatic operation verified			
G.8.9 Parallel and angular alignment of pump and driver checked			
G.8.10 Parallel and angular misalignment corrected			
TEST RESULTS AND EVALUATION:			
G.9.0 Theoretical rated speed correction factors not applied to determine pump compliance per testing			
G.9.1 Engine speed not increased beyond pump speed rating at rated condition to achieve rated pump performance			
G.9.2 Fire pump assembly considered acceptable because test matches initial unadjusted field acceptance test curve			
G.9.3 Fire pump assembly considered acceptable because test performance matches performance characteristics on nameplate			
G.9.4 Investigation initiated where degradation in excess of 5 percent of initial acceptance test pressure or nameplate pressure			
G.9.5 Voltage readings at motor within 5 percent below or 10 percent above rated voltage			
G.9.6 Abnormalities observed during inspection, testing, and maintenance promptly reported to responsible party			
G.10.0 Circulation relief valve verified to close in accordance with mfg. spec.			
G.11.0 Fire pump assembly maintenance performed in accordance with mfg. recommendations			
G.11.1 *Circuit breaker tripped (if provided)			

	Y	N/A	N
G.11.2 *Operate emergency manual starting means (without primary power)			
G.11.3 *Exhaust system tested for excessive back pressure			
G.12.0 Pertinent parties notified of test conclusion			
G.13.0 ALARM PANEL CLEAR			
G.14.0 SYSTEM RETURNED TO SERVICE			
G.15.0 COMMENTS:			

Five-Year Items for Fire Pump Assemblies

H.1.0 System in service before conducting tasks			
H.2.0 Pertinent parties notified before conducting tasks			
H.3.0 Check valves internally inspected			
H.3.1 Check valve internal components operate correctly			
H.3.2 Check valve internal components move freely			
H.3.3 Check valve internal components in good condition			
H.3.4 Check valve internal components cleaned/repaired/replaced as necessary			
H.3.5 Check valve internal inspection/maintenance date:			
H.4.0 Adequate drainage provided before flow testing			
H.4.1 Pressure control valves full flow tested			
H.4.2 Supply side static pressure			psi
H.4.3 System side static pressure			psi
H.4.4 Supply side residual pressure			psi
H.4.5 System side residual pressure			psi
H.4.6 Results compared to previous full flow test			
H.4.7 Adjustments made as necessary			
H.5.0 Fire pump assembly maintenance performed in accordance with mfg. recommendations			
H.6.0 Obstruction investigation conducted (required at 5 year intervals regardless of obstruction evidence) (see AFSA Form 114A)			
H.7.0 Pertinent parties notified after conclusion of tasks			
H.8.0 ALARM PANEL CLEAR			
H.9.0 SYSTEM RETURNED TO SERVICE			
H.10.0 COMMENTS:			

INSPECTOR'S INITIAL _____

(All "NO" answers to be explained.)

OWNER/DESIGNATED REP. INITIAL _____

DATE _____

(AFSA Form 110A)

Page 4 of 6

REV. 3/03**Report of Inspection, Testing & Maintenance of Fire Pump Assemblies...continued**

Inspecting Firm: _____

Inspection Contract# _____

Name of Inspected Property: _____

Inspector Name: _____

Date: _____

Inspection Frequency: ☐ Monthly☐ Quarterly☐ Annually☐ Other _____**Annual Test Data****ELECTRIC PUMP SYSTEM:**

Time controller during the starting transition from Reduced Voltage to Full Voltage _____ sec.

Time required for motor to reach full speed: _____ sec.

DIESEL PUMP SYSTEM:

Time required for engine to crank: _____ sec

Time required to reach running speed: _____ sec

Observations while Engine operating:

Oil Pressure: _____ psi

Speed indicator: _____ rpm

Water temperature: _____ °F

Oil Temperature: _____ °F

PUMP:

Make _____

Type _____

Rated Capacity _____

Rated Pressure _____

Rated RPM _____

Date of last annual flow test: _____

CONTROLLER:

Make/Model _____

Listed _____

COMMENTS:**NOTE: Pump Performance Curve Should Be Plotted On Page 8 of 8.****Test Data:**

Flow	Suction Pressure (PSI)	Discharge Pressure (PSI)	Net Pump Pressure (PSI)	Pump Speed (RPM)	Pitot Pressure	Dia. of Nozzle Openings	No. of Nozzles Flowed	Flow Based on Pitot Pres.	Opening Coefficient C=	Actual Flow (GPM)
Churn										
100%										
150%										
	Volts	Lead #1	Lead #2	Lead #3		Amps	Lead #1	Lead #2	Lead #3	
Churn										
100%										
150%										

Notes: _____

Remarks on Test _____

Signature and Title of Person Making Test _____

Company Name & Address _____

Witness (Owner or Designated Rep.) _____

Date of Examination _____

INSPECTOR'S INITIAL _____

(All "NO" answers to be explained.)

OWNER/DESIGNATED REP. INITIAL _____

DATE _____

(AFSA Form 110A)
Page 5 of 6

REV. 3/03

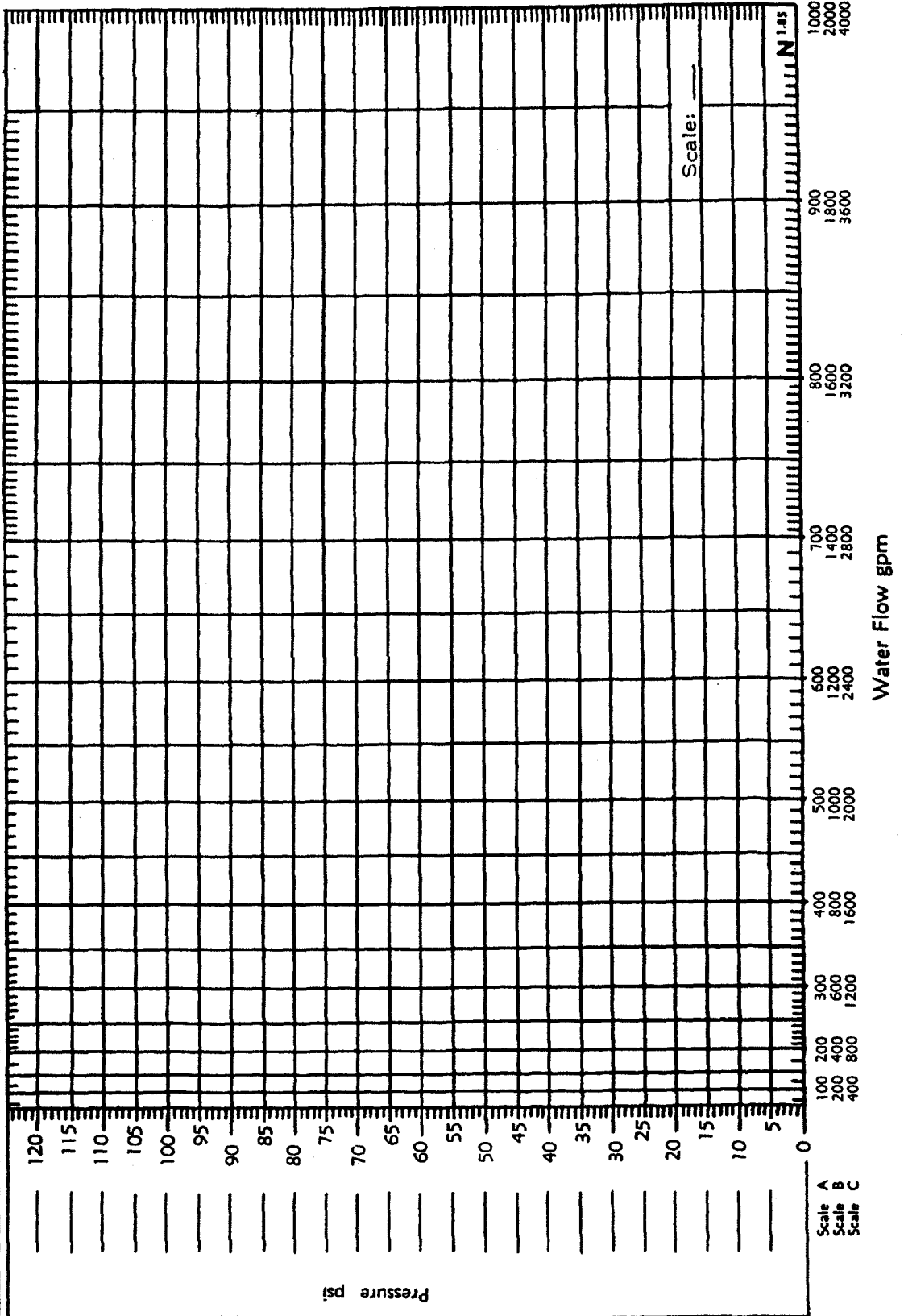
Report of Inspection, Testing & Maintenance of Fire Pump Assemblies...continued



FIRE PUMP TEST SUMMARY SHEET

Date:		Time:	
Cont.No.			
Property Name:			
Address:			
City/State/Zip			

FLOW POINTS	Suction Pressure (PSI)	Discharge Pressure (PSI)	Net Pump Pressure (PSI)	Pump Speed (RPM)	Pitot Pressure	Dia. of Nozzle Openings	No. of Nozzles Flowed	Flow Based on Pitot Press	Opening Coefficient C=	Actual Flow (GPM)
Churn										
100%										
150%										
Churn										
100%										
150%										



INSPECTOR'S INITIAL _____ (All "NO" answers to be explained.) OWNER/DESIGNATED REP. INITIAL _____ DATE _____

REV. 3/03

Report of Inspection, Testing & Maintenance of Preaction & Deluge Fire Sprinkler Systems

ALL QUESTIONS ARE TO BE ANSWERED AND ALL BLANKS TO BE FILLED
(Weekly inspection tasks are NOT included in this report)



Inspecting Firm: _____ Inspection Contract# _____
Name of Inspected Property: _____
Inspector Name: _____ Date: _____
Inspection Frequency: ☐ Monthly ☐ Quarterly ☐ Annually ☐ Other

Monthly Inspection for Preaction and Deluge Sprinkler Systems

	Y	N/A	N
A.1.0 Preaction/Deluge system in service on inspection			
A.2.0 Supply (water) pressure gauge			psi
A.2.1 System (air) pressure gauge			psi
A.2.2 Detection system (air) pressure gauge			psi
A.2.3 Gauges appear to be in good condition			
A.2.4 Gauges indicate normal pressure			
A.3.0 Control valves in normal open or closed position			
A.3.1 Control valves properly locked or supervised			
A.3.2 Control valves accessible			
A.3.3 Control valves provided with appropriate wrenches			
A.3.4 Control valves free from external leaks			
A.3.5 Control valve identification signs in place			
A.3.6 System control valve signs indicate area served			
A.4.0 Backflow prevention assembly valves are locked or electrically supervised in open position			
A.4.1 Reduced pressure backflow prevention assembly not in continuous discharge			
A.5.0 Preaction/Deluge valve free of physical damage			
A.5.1 Preaction/Deluge valve trim valves are in appropriate open or closed position			
A.5.2 Preaction/Deluge valve seat is not leaking			
A.5.3 System electrical components in service			
A.6.0 ALARM PANEL CLEAR			
A.7.0 COMMENTS:			

Quarterly Inspection for Preaction and Deluge Sprinkler Systems

B.1.0 Preaction/Deluge system in service on inspection			
B.2.0 Hydraulic nameplate attached and legible			
B.2.1 Alarm device free from physical damage			
B.3.0 FDC is visible			
B.3.1 FDC is accessible			
B.3.2 FDC swivels/couplings undamaged/rotate smoothly			
B.3.3 FDC plugs/caps in place/undamaged			
B.3.4 FDC gaskets in place and in good condition			
B.3.5 FDC identification sign in place			
B.3.6 FDC check valve not leaking			
B.3.7 FDC automatic drain valve in place and operating properly			
B.3.8 FDC clapper is in place and operating properly			
B.3.9 FDC interior inspected where caps missing			
B.3.10 FDC obstructions removed as necessary			
B.4.0 Pressure reducing control valves (PRV) indicate open			
B.4.1 PRV not leaking			
B.4.2 PRV maintaining downstream pressure per design			
B.4.3 PRV in good condition			
B.4.4 PRV handwheel installed and not broken			
B.5.0 ALARM PANEL CLEAR			
B.6.0 COMMENTS:			

Quarterly Testing for Preaction and Deluge Sprinkler Systems

C.1.0 Preaction/Deluge system in service before testing			
C.1.1 Pertinent parties notified before testing			
C.1.2 Adequate drainage provided before flow testing			
C.2.0 Priming water level tested			
C.3.0 Low air pressure alarms tested			
C.4.0 Water flow alarm tested and is operational			
C.4.1 Test conducted with bypass connection			
C.4.2 Test conducted per manufacturer's instructions			
C.4.3 Alarm devices appear free of physical damage			
C.5.0 One main drain test conducted downstream from backflow preventer			
C.5.1 One main drain test conducted downstream from pressure reducing valve			
C.5.2 Supply water gauge reading before flow (static)			psi
C.5.3 Gauge reading during stable flow (residual)			psi
C.5.4 Time for supply pressure to return to normal			sec
C.6.0 Pertinent parties notified of test conclusion			
C.7.0 ALARM PANEL CLEAR			
C.8.0 PREACTION/DELUGE SYSTEM RETURNED TO SERVICE			
C.9.0 COMMENTS:			

INSPECTOR'S INITIAL _____ (All "NO" answers to be explained.) OWNER/DESIGNATED REP. INITIAL _____ DATE _____

(AFSA Form 113A)
Page 1 of 4

REV. 3/03**Report of Inspection, Testing & Maintenance of Preaction & Deluge Fire Sprinkler Systems...continued**

Inspecting Firm: _____

Inspection Contract# _____

Name of Inspected Property: _____

Inspector Name: _____

Date: _____

Inspection Frequency: ☐ Monthly☐ Quarterly☐ Annually☐ Other**Three-Year Testing for
Preaction and Deluge Systems**

This section is only applicable to systems NOT full flow trip tested annually due to the necessity of shutting down protected equipment. A full flow trip-test must be conducted at the next scheduled shutdown OR every 3 years, whichever comes first.

	Y	N/A	N
G.1.0 Preaction/Deluge system in service before testing			
G.1.1 Pertinent parties notified before testing			
G.1.2 Adequate drainage provided before flow testing			
G.2.0 Deluge/Preaction valve trip tested at full flow			
G.2.1 Discharge patterns not impeded by plugging			
G.2.2 Discharge patterns not obstructed preventing wetting of protected surfaces			
G.2.3 Open sprinklers/nozzles correctly positioned			
G.2.4 Pressure reading at hydraulically most remote nozzle or sprinkler			
			psi
G.2.5 Pressure reading at the deluge valve			
			psi
G.2.6 Pressures compared to hydraulic design pressures and show original system design requirements are met by the water supply			
G.2.7 Nozzle or sprinkler discharged checked visually where hydraulically most remote is inaccessible (other than foam-water systems)			
G.2.8 Gauge placed at hydraulically most remote nozzle/sprinkler and results compared with required design pressure (if reading taken at riser indicates deteriorated water supply)			
G.3.0 Manual actuation device operated satisfactorily			
G.4.0 Pertinent parties notified of test conclusion			
G.5.0 Records of trip test maintained properly			
G.6.0 Pertinent parties notified of test conclusion			
G.7.0 ALARM PANEL CLEAR			
G.8.0 PREACTION/DELUGE SYSTEM RETURNED TO SERVICE			
G.9.0 COMMENTS:			

Items of 5 Years or Greater Frequency

	Y	N/A	N
H.1.0 System in service before conducting tasks			
H.2.0 Pertinent parties notified before conducting tasks			
H.3.0 System gauges replaced as necessary			
H.3.1 System gauges tested by comparison with calibrated gauge			
H.3.2 System gauges accurate within 3% of full scale			
H.3.3 System gauges recalibrated as necessary			
H.3.4 System gauges test/replacement date:			
H.4.0 Check valves internally inspected			
H.4.1 Check valve internal components operate correctly			
H.4.2 Check valve internal components move freely			
H.4.3 Check valve internal components in good condition			
H.4.4 Check valve internal components cleaned/repared/replaced as necessary			
H.4.5 Check valve internal inspection/maintenance date:			
H.5.0 Adequate drainage provided before flow testing			
H.5.1 PRV control valves full flow tested by opening sectional drain valve			
H.5.2 Supply side static pressure			
			psi
H.5.3 System side static pressure			
			psi
H.5.4 Supply side residual pressure			
			psi
H.5.5 System side residual pressure			
			psi
H.5.6 Results compared to previous full flow test			
H.5.7 Adjustments made as necessary			
H.6.0 Extra high temp solder type sprinklers tested/replaced - date:			
H.6.1 Sprinklers in harsh environment tested/replaced - date:			
H.6.2 Dry sprinklers tested/replaced (10 years) - date:			
H.6.3 Sprinklers with fast response elements tested/replaced (at 20 years, 10 thereafter) - date:			
H.6.4 All sprinklers tested/replaced (at 50 years, 10 thereafter) - date:			
H.6.5 All sprinklers tested/replaced (at 75 years, 5 thereafter) - date:			
H.6.6 All sprinklers manufactured before 1920 replaced - date:			
H.7.0 Obstruction investigation conducted (see AFSA Form 114A) - date:			
H.8.0 Pertinent parties notified after conclusion of tasks			
H.9.0 ALARM PANEL CLEAR			
H.10.0 PREACTION/DELUGE SYSTEM RETURNED TO SERVICE			
H.11.0 COMMENTS:			

INSPECTOR'S INITIAL _____

(All "NO" answers to be explained.)
OWNER/DESIGNATED REP. INITIAL _____

DATE _____

(AFSA Form 113A)
Page 4 of 4

Table B: Subway Fire Hydrants

	Location	# of Subway Fire Hydrants	Service Line
	NORTH & CLYBOURN- NB	1	Red
	NORTH & CLYBOURN – SB	1	Red
	CLARK & DIVISION- NB	1	Red
	CHICAGO & STATE – NB	1	Red
	CHICAGO & STATE – SB	1	Red
	GRAND & STATE – NB	1	Red
	GRAND & STATE – SB	1	Red
	LAKE/RANDOLPH-NB	1	Red
	RANDOLPH/WASHINGTON-SB	1	Red
	LAKE/WASHINGTON-SB	1	Red
	MONROE – NB	1	Red
	MONROE – SB	1	Red
	JACKSON- NB	1	Red
	JACKSON- NB	1	Red
	VANBUREN/JACKSON- SB	1	Red
	HARRISON – NB	1	Red
	ROOSEVELT – SB	1	Red
	Division- NB	1	Blue
	CHICAGO- SB	1	Blue
	GRAND- SB	1	Blue
	CLARK/LAKE	1	Blue
	WASHINGTON- NB	1	Blue
	WASHINGTON – SB	1	Blue
	MADISON- NB	1	Blue
	MONROE- NB	1	Blue
	ADAMS/Jackson side– NB	1	Blue
	JACKSON/Van Buren side- SB	1	Blue
	LASALLE-SE	1	Blue
	CLINTON- SE	1	Blue

**Total number of subway fire
hvdrrants**

Table C: Subway Dry Lines

	Marker	Subway section	Address	# of Feeders	# of Hose Connections	Line
1	DR2-560	Howard/Dan Ryan Connector	1400 S State	1	8	Red
2	DR1-560	Howard/Dan Ryan Connector	11 W. 14th St.	1	8	Red
3	DR1/2-550	Howard/Dan Ryan Connector	1501 S. Clark	1	12	Red
4	CD17-CD34.5	Clinton to LaSalle	500 S. Franklin	1	15	Blue
5	CD97-CD128	Clark/Lake to Grand	[8 addresses 210 W. Lake to 402 N. Desplaines]	8	33	Blue
6	KC106	Kimball Subway	NW Corner Kedzie/Milwaukee	1	1	Blue
7	KC118	Kimball Subway	2744 N. Milwaukee	1	1	Blue
8	KC148	Kimball Subway	SE Corner Belmont/Kimball	1	1	Blue
9	TD587	Tollway Tunnel	Eastbound I-90 to City	1	8	Blue
10	OHCD747,740	O'Hare	Zone 1	2	8	Blue
11	OHCD735	O'Hare	Zone 2	1	6	Blue
12	OHCD731	O'Hare	Zone 3	1	10	Blue
13	OHCD728	O'Hare	Zone 4	1	10	Blue

Total pieces of
equipment

21

121

PROPOSAL

SPECIFICATION NO. CTA 9340-13

TABLE(S) "A"; "B"; & "C"

CONTRACT NO. B13FR03340

By execution of this Proposal, the undersigned offers, in accordance with the terms of the Contract Documents of which this Proposal is a part, to furnish all labor, material, tools, equipment and insurance required to provide: 1) annual fire pump testing & inspection; 2) monthly, quarterly, semi-annual and annual testing & inspections on various Fire Pumps and Sprinkler systems situated at CTA locations as itemized in detail on the Proposal Sheets attached; 3) drain & flush the wet pipe sprinkler systems on an annual basis as itemized in detail on the Proposal Sheets attached; 4) flush fire hydrants (located both at grade level and in the subway) on an annual basis; and 5) test the subway dry lines once every three years as itemized in detail on the Proposal Sheets attached, F.O.B. Destination, as described in these General and Special Conditions and Detail Specification No. CTA 9340-13, Table(s) "A"; "B"; & "C", at the firm delivered prices as itemized below. This contract shall become effective on the date of execution and shall continue in effect for a period of thirty-six (36) months.

SECTION "A": FIRE PUMP INSPECTION & TESTING:

(Price quoted is to include all labor, material, tools & equipment required to provide for the Annual Fire Pump Inspection & Testing for each pump identified, including the city permit fee.)

	<u>LOCATION NAME</u>	<u>LOCATION ADDRESS</u>	<u>PUMP MANUFACTURER</u>	<u>GPM</u>	<u>COST PER ANNUAL INSPECTION:</u>
1)	SR48	313 E. 63 rd Street	Fairbanks	1000	\$ _____
2)	61 st Yard	329 E. 61 st Street	* Peerless	1500	\$ _____
3)	61 st Yard	329 E. 61 st Street	Peerless	1500	\$ _____
4)	77 th Pump House	210 W. 79 th Street	* Aurora	1500	\$ _____
5)	77 th Pump House	210 W. 79 th Street	Aurora	1500	\$ _____
6)	103 rd Doty	10201 S. Stoney Island Ave.	Peerless	2000	\$ _____
7)	103 rd Doty	10201 S. Stoney Island Ave.	Peerless	2000	\$ _____

* DIESEL

PROPOSAL (Continued)

SPECIFICATION NO. CTA 9340-13
TABLE(S) "A"; "B"; & "C"
CONTRACT NO. B13FR03340

SECTION "A": FIRE PUMP INSPECTION & TESTING: (Continued)

	<u>LOCATION NAME</u>	<u>LOCATION ADDRESS</u>	<u>PUMP MANUFACTURER</u>	<u>GPM</u>	<u>COST PER ANNUAL INSPECTION:</u>
8)	Racine Shop	6314 S. Racine	Fairbanks	750	\$ _____
9)	74 th Street Garage	1715-1907 W. 74 th	* Aurora	1000	\$ _____
10)	74 th Street Garage	1715-1907 W. 74 th	Aurora	1000	\$ _____
11)	Chicago Ave. Garage	4301 W. Chicago	Aurora	1250	\$ _____
12)	Rosemont Shop	5700 N. River Rd.	Patterson	750	\$ _____
13)	North Park	3112 W. Foster	Fairbanks	1500	\$ _____
14)	Kimball Shop	3365 W. Lawrence	Peerless	500	\$ _____
15)	Howard Shop	1825 W. Juneway	Peerless	1500	\$ _____
16)	Howard Shop	1825 W. Juneway	* Peerless	1500	\$ _____
17)	Kedzie Shop	358 S. Kedzie Ave.	Aurora	2000	\$ _____
18)	Linden Shop	Linden Ave. & 4th Street (Wilmette)	Patterson	750	\$ _____
19)	Midway Rail Shop	5601 S. Kilpatrick	Peerless	1500	\$ _____
20)	Midway Rail Shop	5601 S. Kilpatrick	* Peerless	1500	\$ _____
21)	Archer Bus Garage	2600 W. Pershing	Aurora	1500	\$ _____

* DIESEL

**LUMP SUM TOTAL ANNUAL COST TO PROVIDE THE ANNUAL FIRE PUMP
TESTING & INSPECTIONS AT ALL FIRE PUMP LOCATIONS:**

\$ _____

PROPOSAL (Continued)

SPECIFICATION NO. CTA 9340-13
TABLE(S) "A"; "B"; & "C"
CONTRACT NO. B13FR03340

SECTION "B": SPRINKLER SYSTEM LOCATIONS "WITH" FIRE PUMPS:

(Price quoted is to include all labor, material, tools & equipment required to inspect and test the fire pumps, the sprinkler system, and all water based fire prevention equipment located at each of the following locations on a monthly, quarterly, semi-annual, & annual basis and supply the appropriate reports.
NOTE: Most of these locations have a combination of dry and wet suppression systems.)

<u>LOCATION NAME</u>	<u>LOCATION ADDRESS</u>	<u>NO. OF RISERS:</u>	<u>TYPE OF SYSTEM:</u>	<u>FLAT RATE ANNUAL CHARGE:</u>
1) 61 st Yard	329 E. 61 st Street	2 1	Preaction Wet	\$ _____
2) SR48	313 E. 63 rd Street	2 1	Wet Dry	\$ _____
3) 77 th Pump House	210 W. 79 th Street	19 3 1	Wet Dry Deluge	\$ _____
4) 103 rd Doty	10201 S. Stoney Island Ave.	19 3 1	Wet Dry Deluge	\$ _____
5) Racine Shop	6314 S. Racine	1	Wet	\$ _____
6) 74 th Street Garage	1715-1907 W. 74 th	8 2 3	Wet Dry Deluge	\$ _____
7) Chicago Ave. Bus Garage	4301 W. Chicago	22 2 1	Wet Dry Deluge	\$ _____
8) Rosemont Shop	5700 N. River Rd.	1 1	Wet Dry	\$ _____

PROPOSAL (Continued)

SPECIFICATION NO. CTA 9340-13

TABLE(S) "A"; "B"; & "C"

CONTRACT NO. B13FR03340

SECTION "B: SPRINKLER SYSTEM LOCATIONS "WITH" FIRE PUMPS: (Continued)

<u>LOCATION NAME</u>	<u>LOCATION ADDRESS</u>	<u>NO. OF RISERS:</u>	<u>TYPE OF SYSTEM:</u>	<u>FLAT RATE ANNUAL CHARGE:</u>
9) North Park	3112 W. Foster	5	Wet	\$ _____
10) Kimball Shop	3365 W. Lawrence	3	Wet	\$ _____
11) Howard Shop	1825 W. Juneway	3	Wet	
		1	Dry	\$ _____
12) Kedzie Shop	358 S. Kedzie Ave.	6	Wet	
		6	Dry	
		2	Deluge	\$ _____
13) Linden Shop	Linden Ave. & 4 th Street (Wilmette)	3	Wet	\$ _____
14) Midway Shop	5601 S. Kilpatrick	4	Wet	\$ _____
15) Archer Bus Garage	2600 W. Pershing	2	Wet	
		2	Deluge	\$ _____

LUMP SUM TOTAL ANNUAL COST TO INSPECT & TEST ALL WATER BASED FIRE PREVENTION EQUIPMENT AT THE ABOVE LOCATIONS "WITH" FIRE PUMPS:

\$ _____

PROPOSAL (Continued)

SPECIFICATION NO. CTA 9340-13

TABLE(S) "A"; "B"; & "C"

CONTRACT NO. B13FR03340

SECTION "C": **SPRINKLER SYSTEM LOCATIONS "WITHOUT" FIRE PUMPS:**

(Price quoted is to include all labor, material, tools & equipment required to inspect and test the sprinkler system and all water based fire prevention equipment located at each of the following locations on a monthly, quarterly, semi-annual, & annual basis and supply the appropriate reports. NOTE: Most of these locations have a combination of dry and wet suppression systems.)

<u>LOCATION NAME</u>	<u>LOCATION ADDRESS</u>	<u>NO. OF RISERS:</u>	<u>TYPE OF SYSTEM:</u>	<u>FLAT RATE ANNUAL CHARGE:</u>
<u>Maintenance Shops:</u>				
1) 54 th Shop	2150 S. 54 th , Cicero	4	Wet	\$ _____
2) 98 th Shop	9800 S. State, Chicago	3	Wet	\$ _____
3) Beverly Garage	1343 W. 103 rd , Chicago	5	Wet	\$ _____
4) Des Plaines	711 S. Des Plaines, Forest Park	4	Wet	\$ _____
5) Forest Glen	5419 W. Armstrong, Chicago	4 1	Wet Dry	\$ _____
6) Harlem	1 S. Harlem, Chicago	2	Wet	\$ _____
7) West Shop	3900 W. Maypole, Chicago	1 2 1	Wet Deluge Preaction	\$ _____

PROPOSAL (Continued)

SPECIFICATION NO. CTA 9340-13
TABLE(S) "A"; "B"; & "C"
CONTRACT NO. B13FR03340

SECTION "C": SPRINKLER SYSTEM LOCATIONS "WITHOUT" FIRE PUMPS:
(Continued)

<u>LOCATION NAME</u>	<u>LOCATION ADDRESS</u>	<u>NO. OF RISERS:</u>	<u>TYPE OF SYSTEM:</u>	<u>FLAT RATE ANNUAL CHARGE:</u>
<u>Passenger Stations:</u>				
8) Marion/ Green Line	1 S. Marion, Oak Park	1	Dry	\$ _____
9) Cicero Ave./ Green Line	4800 W. Lake St., Chicago	1	Dry	\$ _____

LUMP SUM TOTAL ANNUAL COST TO TEST & SERVICE ALL WATER BASED FIRE PREVENTION EQUIPMENT AT THE ABOVE LOCATIONS "WITHOUT" FIRE PUMPS:

\$ _____

SECTION "D": DRAIN & FLUSH THE WET PIPE SPRINKLER SYSTEMS:

(Price quoted is to include all labor, material, tools & equipment required to perform the drain & flush on the entire systems located at each of the eighteen (18) locations identified.)

<u>LOCATION NAME</u>	<u>LOCATION ADDRESS</u>	<u>NO. OF RISERS:</u>	<u>FLAT RATE ANNUAL CHARGE PER LOCATION:</u>
1) 98 th Shop	9800 S. State, Chicago	3	\$ _____
2) Beverly Garage	1343 W. 103 rd , Chicago	5	\$ _____

PROPOSAL (Continued)

SPECIFICATION NO. CTA 9340-13

TABLE(S) "A"; "B"; & "C"

CONTRACT NO. B13FR03340

SECTION "D": **DRAIN & FLUSH THE WET PIPE SPRINKLER SYSTEMS:**
(Continued)

<u>LOCATION NAME</u>	<u>LOCATION ADDRESS</u>	<u>NO. OF RISERS:</u>	<u>FLAT RATE ANNUAL CHARGE PER LOCATION:</u>
3) Forest Glen	5419 W. Armstrong, Chicago	4	\$ _____
4) West Shop	3900 W. Maypole, Chicago	1	\$ _____
5) SR48	313 E. 63 rd Street	2	\$ _____
6) 61 st Yard	329 E. 61 st Street	1	\$ _____
7) 77 th Pump House	210 W. 79 th Street	19	\$ _____
8) 103 rd Doty	10201 S. Stoney Island Ave.	19	\$ _____
9) Racine Shop	6314 S. Racine	1	\$ _____
10) 74 th St. Garage	1715-1907 W. 74 th	8	\$ _____
11) Chicago Ave. Bus Garage	4301 W. Chicago	22	\$ _____
12) Rosemont Shop	5700 N. River Rd.	1	\$ _____
13) North Park	3112 W. Foster	5	\$ _____
14) Kimball Shop	3365 W. Lawrence	3	\$ _____
15) Howard Shop	1825 W. Juneway	3	\$ _____

PROPOSAL (Continued)

SPECIFICATION NO. CTA 9340-13

TABLE(S) "A"; "B"; & "C"

CONTRACT NO. B13FR03340

SECTION "D": **DRAIN & FLUSH THE WET PIPE SPRINKLER SYSTEMS:**

(Continued)

<u>LOCATION NAME</u>	<u>LOCATION ADDRESS</u>	<u>NO. OF RISERS:</u>	<u>FLAT RATE ANNUAL CHARGE PER LOCATION:</u>
16) Kedzie Shop	358 S. Kedzie Ave.	6	\$ _____
17) Midway Shop	5601 S. Kilpatrick	4	\$ _____
18) Archer Bus Garage	2600 W. Pershing	2	\$ _____

**LUMP SUM TOTAL ANNUAL COST TO DRAIN & FLUSH ALL RISERS AT THE
ABOVE LOCATIONS:**

\$ _____

SECTION "E": **FLUSH THE FIRE HYDRANTS LOCATED AT "GRADE LEVEL"
& LISTED ON TABLE "A" ON AN ANNUAL BASIS:**

(Price quoted is to include all labor, material, tools & equipment required to perform the flushing of (140) fire hydrants identified on Table "A" at each of the eleven (11) locations identified.)

Flat Rate Charge to perform the annual flush at "grade level": \$ _____ per hydrant

PROPOSAL (Continued)

SPECIFICATION NO. CTA 9340-13

TABLE(S) "A"; "B"; & "C"

CONTRACT NO. B13FR03340

SECTION "F": FLUSH THE FIRE HYDRANTS LOCATED IN THE "SUBWAY LEVEL" & LISTED ON TABLE "B" ON ANNUAL BASIS:

(Price quoted is to include all labor, material, tools & equipment required to perform the flushing of the (29) fire hydrants identified on Table "B" at each of the station locations identified. NOTE: This work cannot be scheduled during weekday "rush hours" and requires CTA flagging personnel to be present.)

Flat Rate Charge to perform the annual flush in the "subway": \$ _____ per hydrant

SECTION "G": TEST THE SUBWAY DRY LINE SYSTEMS LISTED ON TABLE "C" ONCE EVERY (3) YEARS:

(Price quoted is to include all labor, material, tools & equipment required to test all the dry line systems/equipment found at each of the thirteen (13) location identified. NOTE: This work cannot be scheduled during weekday "rush hours" and requires CTA flagging personnel to be present.)

<u>LOCATION NAME</u>	<u>LOCATION ADDRESS</u>	<u>NO. OF FEEDERS:</u>	<u>FLAT RATE CHARGE PER LOCATION:</u>
1) Howard/ Dan Ryan Connector (Red Line)	1400 S. State	1	\$ _____
2) Howard/ Dan Ryan Connector (Red Line)	11 W. 14 th St.	1	\$ _____
3) Howard/ Dan Ryan Connector (Red Line)	1501 S. Clark	1	\$ _____
4) Clinton to LaSalle (Blue Line)	500 S. Franklin	1	\$ _____

PROPOSAL (Continued)

SPECIFICATION NO. CTA 9340-13

TABLE(S) "A"; "B"; & "C"

CONTRACT NO. B13FR03340

SECTION "G": TEST THE SUBWAY DRY LINE SYSTEMS: (Continued)

<u>LOCATION NAME</u>	<u>LOCATION ADDRESS</u>	<u>NO. OF FEEDERS:</u>	<u>FLAT RATE CHARGE PER LOCATION:</u>
5) Clark/Lake to Grand (Blue Line)	210 W. Lake to 402 N. Des Plaines	8	\$ _____
6) Kimball Subway (Blue Line)	NW Corner Kedzie/Milwaukee	1	\$ _____
7) Kimball Subway (Blue Line)	2744 N. Milwaukee	1	\$ _____
8) Kimball Subway (Blue Line)	SE Corner Belmont/Kimball	1	\$ _____
9) Tollway Tunnel (Blue Line)	Eastbound 1-90 to City	1	\$ _____
10) O'Hare (Blue Line)	Zone 1	2	\$ _____
11) O'Hare (Blue Line)	Zone 2	1	\$ _____
12) O'Hare (Blue Line)	Zone 3	1	\$ _____
13) O'Hare (Blue Line)	Zone 4	1	\$ _____

LUMP SUM TOTAL COST TO TEST THE SUBWAY DRY LINES AT THE ABOVE LOCATIONS:

\$ _____
P-10

PROPOSAL (Continued)

SPECIFICATION NO. CTA 9340-13

TABLE(S) "A"; "B"; & "C"

CONTRACT NO. B13FR03340

SECTION "H": FOR REPAIR/UPGRADE WORK "AS REQUESTED":

LABOR RATES: (Field Rates while on CTA Property)

Sprinkler Fitter:	Normal Business Rate (Mon-Fri)	\$ _____ / per hr.
	Overtime Rate (Mon-Sat)	\$ _____ / per hr.
	Sunday Rate (including holidays)	\$ _____ / per hr.
Electrician (low voltage):	Normal Business Rate (Mon-Fri)	\$ _____ / per hr.
	Overtime Rate (Mon-Sat)	\$ _____ / per hr.
	Sunday Rate (including holidays)	\$ _____ / per hr.
Electrician (high voltage):	Normal Business Rate (Mon-Fri)	\$ _____ / per hr.
	Overtime Rate (Mon-Sat)	\$ _____ / per hr.
	Sunday Rate (including holidays)	\$ _____ / per hr.
Machinist:	Normal Business Rate (Mon-Fri)	\$ _____ / per hr.
	Overtime Rate (Mon-Sat)	\$ _____ / per hr.
	Sunday Rate (including holidays)	\$ _____ / per hr.

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

FLATE RATE ROUNDTRIP SERVICE CALL RATE:

To apply to repair work requested by authorized CTA personnel (beyond the scope of the monthly inspections or annual testing) and is to be limited to one roundtrip service call charge per repair occurrence. Note: The flat rate is to apply to any of the given service locations on any given day and is to be fully loaded for labor and mileage expenses required to show up at the facility. No additional expense will be allowed to arrive at the jobsite. Hourly labor charge would apply after the Contractor has reached the facility and begun actual repair work.

\$ _____

PROPOSAL (Continued)

SPECIFICATION NO. CTA 9340-13

TABLE(S) "A"; "B"; & "C"

CONTRACT NO. B13FR03340

NAME OF COMPANY BIDDING: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PERSON TO CONTACT NORMAL HOURS: _____ PHONE NO: _____

PERSON TO CONTACT AFTER HOURS: _____ PHONE NO: _____

E-MAIL ADDRESS FOR RELEASE(S): _____

GENERAL E-MAIL ADDRESS IF DIFFERENT FROM ABOVE: _____

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

Note: Overtime is described as Mon. – Fri. 3:30 P.M. – 7:00 A.M. of the following day and all day Saturday.

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 285/1 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 285/1 et seq.) to be filed with the Authority and made available to the general public, or have in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 365/1 et seq.).
8. Will otherwise comply with all drug and alcohol policies set forth in applicable Federal, State and local laws and regulations, including, but not limited to the Drug-Free Workplace Act of 1988, FAR, Illinois Drug Free Workplace Act, 49 CFR 40 and 49 CFR 655 in such version, prior or subsequent to amendment or revision, as is currently enforced or enforceable at and during the execution and performance of this Contract.

In addition to other remedies, the Contractor's failure to comply with any part of the requirements of the Drug-Free Workplace Act of 1988, FAR, Illinois Drug Free Workplace Act, the Illinois Substance Abuse Prevention on Public Works Projects Act, 49 CFR 40 or 49 CFR 655, may render the Contractor subject to any or all of the following: suspension of payments, termination of contract for default, suspension or debarment.

Signature and Title of Authorized Official

Date

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

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

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

THE PRIMARY PARTICIPANT (APPLICANT OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT) _____ (Company name) CERTIFIES 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.

**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 charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

(Signature and Title of Authorized Official)

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

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

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

Executed this _____ day of _____, 20_____.

By: _____
(Type or print name of contractor)

(Signature of authorized officer)

(Title of authorized officer)

BUY AMERICA CERTIFICATION

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

Certificate of Compliance with Section 165(a)

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

Signature _____ Date _____

Title _____ Company Name _____

Certificate of Non-Compliance with Section 165(a)

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

Signature _____ Date _____

Title _____ Company Name _____

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

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

Signature _____ Date _____

Title _____ Company Name _____

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

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

Signature _____ Date _____

Title _____ Company Name _____

PROPOSAL (Continued)
TO BE EXECUTED BY A CORPORATION

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

BIDDER MUST INSERT ADDENDA NUMBERS HERE - IF ANY

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

FURTHER, THE UNDERSIGNED, BEING DULY SWORN, DEPOSES AND STATES ON OATH THAT the undersigned has not entered into any agreement with any other bidder or prospective bidder or with any other person, firm or corporation relating to the price or prices named within the undersigned proposal or any other proposal, nor any agreement or arrangement under which any person, firm or corporation is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders, and has not disclosed to any person, firm or corporation the terms of the undersigned's proposal or the price or prices named herein. As required by Section 33E-11 of the Illinois Criminal Code of 1981, 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)

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)

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: _____

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

_____ (Print or Type Street Address)

_____ (Print or Type City, State and Zip)

BY SIGNATURE(S):

All Partners or Joint Venturers 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)

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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 _____, 2013, at Chicago, Illinois

Vice President, Purchasing & Warehousing

President

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

Attorney