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**REQUEST FOR LETTERS OF INTEREST AND QUALIFICATIONS**

SEALED RESPONSES will be received by Pace's Purchasing Department, 550 West Algonquin Road, Arlington Heights, Illinois 60005 until 3:00 PM on the day(s) listed for the purpose of purchasing the following material or service:

**DESCRIPTION**

**DUE DATE**

LIQ No. 414331  
Architectural-Engineering Services for ART –  
Milwaukee Avenue On-Road Stations Project

February 23, 2015

This procurement/project may be funded in major part by the U.S. Department of Transportation, Federal Transit Administration ("FTA") and the Illinois Department of Transportation ("IDOT") and/or the Regional Transportation Authority ("RTA"), pursuant to financial assistance agreements with said agencies.

All responses must be only in the form prescribed by Pace, and must be made in accordance with this request for Letters of Interest and Qualifications, and other Contract Documents, all of which are on file and available for examination at the office of Pace at the above address and are made a part of this notice as though fully set forth herein. Copies of these documents can be obtained by downloading them from Pace's website, [www.pacebus.com](http://www.pacebus.com). They may also be obtained upon written request to the Pace Purchasing Department, 550 W. Algonquin Road, Arlington Heights, IL 60005, or by calling 847-228-4238.

Pace reserves the right to reject any and all responses or to award in accordance with the award procedure as set forth in the request for Letters of Interest and Qualifications and the conditions in the solicitation documents.

Pace, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-4 and Title 49, Code of Federal Regulations, Subtitle A, Part 21 (non-discrimination in Federally assisted Programs of the Department of Transportation) issued pursuant to said Act hereby notifies all Respondents that it will affirmatively ensure that Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals in response to this Invitation and will not be discriminated against on the grounds of race, color, creed, or national origin in consideration for an award.

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

LIQ Published Date:  
January 12, 2015

PACE SUBURBAN BUS SERVICE  
By: Rebecca Howe  
Chief Procurement Officer



Thomas J. Ross  
**Executive Director**

January 12, 2015

**SUBJECT:** Request for Letters of Interest and Qualifications (LIQ) No. 414331 for  
Architectural-Engineering Services for ART – Milwaukee Avenue On-Road Stations Project

Ladies/Gentlemen:

Pace, the Suburban Bus Division of the Regional Transportation Authority, is seeking professional services from consulting firms specializing in providing architectural-engineering services for up to eighteen (18) new Arterial Rapid Transit (ART) On-Road bus stations along Milwaukee Avenue in the City of Chicago and the Village of Niles.

There will be a Pre-LIQ submittal meeting held at 10:00 a.m. on January 26, 2015 at Pace's Headquarters in Arlington Heights, IL. While attendance is not mandatory in order to submit an LIQ, it is recommended in order to obtain an understanding of the project and the existing conditions. No individual meetings will be held with prospective firms.

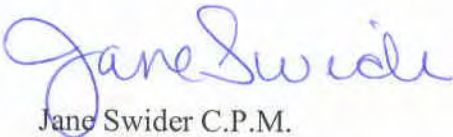
Consultant submittals detailing their interest and qualifications (LIQ) to perform the work must include all information set forth in Exhibit A. Submittals received by Pace will be evaluated and ranked according to established criteria. The highest qualified firm will enter into negotiations with Pace and, if we are able to negotiate a fair and reasonable price, this firm will receive a Term Contract for Professional Services for up to eighteen (18) ART On-Road Stations. The Consultant awarded a Term Contract will receive Exhibit D Negotiation Documents, issued by Pace, as a part of this Agreement documenting mutually accepted additional compensation terms. Such terms will be applicable to the Consultant and all of its subconsultants and address, at minimum, 1) Approved project team personnel and salary (DWE) rates, 2) Approved overhead and profit rates, 3) Allowable direct/reimbursable expenses, and 4) Allowable/billable Consultant travel time.

Pace will receive Letters of Interest and Qualifications from consulting firms no later than 3:00 p.m. on February 23, 2015. Submittals received later than this time and date will not be considered. Please submit six copies in a sealed submittal package marked "Letters of Interest & Qualifications - LIQ No. 414331" to Pace Suburban Bus Service, Purchasing Department, Attention Jane Swider, 550 West Algonquin Road, Arlington Heights, IL 60005.

Included with this letter are various documents which will be used in the execution of this LIQ. Please sign the Agreement and all Exhibits and return as part of your submittal. Also included is a copy of Standard Form 330 as part of the Architect-Engineer Qualifications, which should be filled out and returned as part of your submittal. Once awarded, a fully executed copy of the agreement will be signed by Pace and returned to the consulting firm for their records.

Questions regarding this LIQ shall be submitted in writing to my attention at [jane.swider@pacebus.com](mailto:jane.swider@pacebus.com) or via fax at 847-228-4204 no later than January 30, 2015. Should you have any questions, please give me a call at 847-228-2404.

Sincerely,



Jane Swider C.P.M.

Senior Capital Procurement Buyer

**TERM CONTRACT  
BETWEEN PACE AND CONSULTANT  
FOR  
ART – MILWAUKEE AVENUE ON-ROAD STATIONS PROJECT  
PROFESSIONAL SERVICES**

**AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ between

the **Owner:** PACE, SUBURBAN BUS DIVISION OF THE REGIONAL  
TRANSPORTATION AUTHORITY  
550 West Algonquin Road  
Arlington Heights, IL 60005

and the **Consultant:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Designated Services: Architectural-Engineering Services**

**Not-to-Exceed Contract Maximum:** \$ \_\_\_\_\_

**Term:** Five consecutive years, commencing on the above date of this Agreement  
and ending on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Pace and the Consultant, upon the mutual promise contained herein, agree as set forth below:

**ARTICLE 1  
SCOPE OF SERVICES ON ASSIGNED PROJECT(S)**

- 1.1 This Agreement between Pace and the Consultant may encompass a number of Projects and/or Project Phases (herein “Project(s)”) at the transit facilities listed above. This Agreement follows Pace’s Request for Letters of Interest and Qualifications (LIQ), and the submission of the Consultant’s Letter of Interest and Qualifications.
- 1.2 Pace shall issue a Schedule-1 Scope of Designated Services (herein “Scope”) defining the initial Scope of Work to be performed and the services to be rendered by the Consultant (herein “Work”). Each Schedule-1 shall be deemed a part of this Agreement upon Pace issuing a Notice To Proceed, and the terms of this Agreement shall control the duties and responsibilities of the Consultant in performing the Work as defined. Pace, in its discretion, may issue subsequent Schedule-1 Scope of Services for additional project phases. The Work to be performed by the Consultant for each Project may include, but not be limited to, pre-design investigations and studies, owner’s project representative services, cost estimating, design and engineering, and construction administration/testing/ inspection/close-out services.

- 1.3 Upon the issuance of the Scope by Pace, the Consultant shall have seven days from the date thereof to notify Pace that it will undertake the Work and will have 30 days to submit to Pace an S100 form for itself and each of its Subconsultants/Subcontractors (herein "Subs), and a Progress Schedule (Scope timetable) for delivery of the work to be performed and services to be rendered (herein "Progress Schedule"). The S100 form submitted by the Consultant shall conform to the terms in Exhibit D Negotiation Documents, which Pace will issue upon award of this Agreement.
- 1.4 If Pace determines that the proposed S100 form and Progress Schedule for the Scope meets with its approval, Pace will assign the Work to the Consultant by issuing a Notice To Proceed. The Notice to Proceed shall be the Consultant's authorization to begin performing the Work on the designated Project by its forces; and shall identify any portions of the Consultant's services/fees that Pace has authorized to be provided as an allowance, included in the Lump Sum fee. All time periods set out in the Progress Schedule shall start from the date of the Notice to Proceed. The S100 Form and Progress Schedule for each Schedule-1 Scope, once accepted in Pace's Notice to Proceed, shall form part of this Agreement and the Work, and delivery times identified therein shall be controlled by the terms of this Agreement.
- 1.5 The Consultant shall fully design and engineer each assigned Scope, and shall staff the Work with sufficient personnel to meet the Progress Schedule. The Consultant shall be responsible to develop and implement a program to provide the work and services called for by each Scope by whatever means and methods it shall, in its sole discretion, determine. Consultant shall fulfill its responsibilities independent of and without direct supervisory control by Pace.
- 1.6 If Pace does not issue a written Notice to Proceed accepting the Consultant's S100 submittals for any Project, such Project shall not be a part of this Agreement.

## ARTICLE 2

### SCOPE ADMINISTRATION AND GENERAL REQUIREMENTS

- 2.1 **Designated Services:** In accordance with the Scope, Consultant shall coordinate and provide the Work for all phases and services designated therein. Unless a project phase is specifically identified in the Scope, such phase shall not be required for that Project. Each successive phase shall not be commenced until Pace has approved, in writing, the results of the previous phase.
- 2.2 **Design Delegation:** Consultant delegation of design responsibility to the Contractor is not the intent of Pace's contract for professional services, and will not be acceptable unless agreed to, in writing, by Pace. The Consultant is responsible for informing Pace and obtaining Pace's written approval of any such delegation at the time a fee proposal is submitted, and prior to Pace issuing a Notice to Proceed. When delegation of design details to the Contractor is approved by Pace, Consultant shall specify detailed Contractor submittal requirements, including design certifications and shop drawings, to enable Consultant to review and approve such design details.

- 2.3 **Quality Assurance/Quality Control (QA/QC) Process:** In an effort to reduce construction change orders due to design errors and omissions, the Consultant shall develop, execute, and demonstrate that the project plans and specifications have gone through a rigorous review and coordination effort prior to each submission to Pace, and respond to Pace's subsequent review comments following each submission. Requirements are as follows:
- 2.3.1 **General:** The Consultant is responsible for coordinating the work of and between all architectural, engineering, and other disciplines involved in the project, including any work to be performed by Pace's own forces. The Consultant is also responsible for review and checking of documents prepared by the Consultant and its Subs.
  - 2.3.2 **At Fee Proposal:** Consultant submits an outline of specific project QA/QC actions Consultant will take during the design process, in a format to be updated throughout all design phases. Each step should have an appropriate space where a responsible member of the firm can initial and date when the action has been completed.
  - 2.3.3 **With each Consultant submittal:** Consultant shall submit updated project QA/QC form with Consultant sign-offs on all completed tasks, documenting that each submittal component has been reviewed and coordinated by Consultant prior to submission to Pace, including all components prepared by its Subs.
  - 2.3.4 **Following each Consultant submittal:** Pace will perform a quality assurance review of all Consultant submittals. Consultant will respond, in writing, within ten working days, to each Pace review comment and incorporate changes, into next submittal, reflecting the resolution of all Pace comments.
  - 2.3.5 **Consultant's delivery and submittal to Pace of completed design instruments shall be deemed a representation that they were prepared to meet and conform to Pace's Scope of Work and are suitable for Pace's intended purpose.**
- 2.4 **Progress Reports:** Within five business days from the first of the month following Pace's Notice to Proceed, and every month thereafter until the Consultant has completed all Design and Bidding Phase services on the Project, Consultant shall submit a Project Progress Report to Pace's designated project design manager. The monthly Project Progress Report may be a single page provided it meets the following minimum requirements:
- 2.4.1 **Header =** Report Date, Project Name and Contract Number on Consultant's letterhead.
  - 2.4.2 **Body =** Outline form with the following minimum headings and bullet point items under each: 1) Work performed during previous month, 2) Work planned for upcoming month, 3) Remaining progress schedule (milestones and projected dates), 4) Coordination performed with utility companies and authorities having jurisdiction (attach supporting documentation), and 5) Outstanding issues.
  - 2.4.3 **Footer =** Consultant's Name and Signature (of report preparer).

2.5 **Meetings:** Consultant shall prepare and distribute all meeting attendance sign-in sheets, agendas, and minutes to Pace for every occasion relating to engineering, design, construction, etc., with the exception of the pre-construction meeting minutes which will be prepared and distributed by Pace and will establish the format for construction progress meeting minutes to be prepared and distributed by the Consultant.

2.6 **Electronic Document Requirements:**

2.6.1 Consultant shall prepare construction document drawings in electronic file format compatible with Pace's current CADD Package (AutoCAD version 2014 or earlier compatible version, except where noted otherwise) and operating system. Consultant shall also convert electronic drawings and specifications to PDF files (Adobe Acrobat Reader X10.0, or earlier compatible version). All electronic files shall utilize Pace's standard conventions. PDF files Issued for Bid shall bear the seal of the designer(s) of record. Hard copy Issued for Bid sets submitted to Pace shall be printed from electronic PDF files submitted to Pace, after being checked by the Consultant to ensure PDF conversions did not result in any printing inconsistencies. All delivery media will be clearly labeled and include hard copy listings of diskette contents. Provide "bound" electronic drawing files as well as all individual external referenced files. Individual reference files shall utilize a common insertion point or coordinate plane. Consultant shall submit electronic document files, full size and 11" x 17" (to scale), and CD media, as follows:

2.6.1.1 One set of CADD files of the Issued for Bid drawings at the Bidding Phase.

2.6.1.2 One set of PDF files of the Issued for Bid drawings and specifications at the Bidding Phase with drawings combined into a single PDF file.

2.6.1.3 One set of PDF files of Issued for Permit drawings and specifications reflecting all addenda revisions.

2.6.1.4 One set of CADD files of the updated record construction drawings, organized into folders per discipline, no later than 60 days from acceptance of Substantial Completion of construction.

2.6.1.5 One set of PDF files of the updated record construction drawings, organized into folders per discipline, no later than 60 days from acceptance of Substantial Completion of construction.

2.6.2 Where Contractor shop drawings/submittals are electronically generated, Consultant will receive, review, stamp, comment, and transmit reviewed submittals electronically to Pace, not directly to Contractor. Consultant shall provide reviewed submittals as PDF files (Adobe Acrobat Professional 9.0 or earlier compatible format as submitted by Contractor) using Pace's Electronic File Save Naming Conventions for Submittals.

2.6.3 Hardware, Software, and Firmware delivered under this contract shall be able to accurately process data between years and centuries.

## 2.7 Design Phase:

- 2.7.1 The Consultant is responsible for performing its own research to determine all current applicable requirements of authorities having jurisdiction, and for making design decisions which comply with these requirements. The Consultant shall prepare construction documents which document compliance with applicable building codes, ordinances and standards, including applicable construction permit requirements. Construction criteria/classifications shall be incorporated in the design (example: mechanical drawings shall include a ventilation schedule tabulating ordinance requirements and actual plan requirements). Consultant shall prepare computations and sizing calculations for designs of all disciplines. All computations shall be updated throughout the design process and submitted to Pace in an organized (tabbed by discipline) packaged form upon request. For computerized calculations, submit complete and clear documentation of computer programs, interpretation of input/output, and description of program procedures.
- 2.7.2 The Consultant is responsible for design coordination with the utility companies. The Consultant shall develop load requirements, contact the respective utilities to determine how that load can be accommodated and what procedures the utility will require for connection, and determine where and by whom the connections will be made. The Consultant shall locate all utility connection points on the drawings and include the name and phone number of the person at the utility familiar with the Work.
- 2.7.3 Consultant shall prepare construction documents which provide for competitive bidding.
- 2.7.3.1 Consultant shall specify a clear and accurate description of the technical requirements for all materials, products, and services which the Contractor is to furnish. If the Consultant does not specify a brand name (manufacturer, model number, etc.), Consultant shall specify any salient manufacturer qualifications which will be used in determining whether a submitted/proposed product manufacturer is acceptable.
- 2.7.3.2 If the Consultant specifies a brand name (manufacturer, model number, etc.), Consultant shall use a "brand name or equal" description and, in all specifications, the Consultant shall clearly set forth those salient physical, functional, and warranty requirements that will be among the criteria used in determining whether a submitted product is equal to the specified brand or not.
- 2.7.3.3 Pace must approve of written justification by Consultant for any brand restriction or sole source specification. Where a brand restriction or sole source item is specified, Consultant shall indicate that no equals or substitutions will be considered.
- 2.7.3.4 Consultant shall specify Contractor submittal requirements for each product/material/specialized service to be provided by the Contractor. Specified submittal requirements shall be written in each specification section, citing products/services in that section to be submitted for approval prior to installation. Submittal components shall include product data, performance data, material and/or installer certifications, fabrication and/or layout drawings, wiring diagrams, maintenance data, sample manufacturer warranties where such warranties are intended to exceed the general Contractor's warranty period in



Pace's contract, etc., as applicable. Each submittal package, once favorably reviewed by the Consultant, is intended to be suitable (to the fullest extent possible) for inclusion into the record operation and maintenance manuals without additional documentation needed.

2.7.3.5 Warranties should only be specified by the consultant when they exceed the GC warranty specified in Pace's Construction Contract documents. Specifications for warranties should include all of the following: (a) warranty originator (i.e., product manufacturer); (b) commencement date (i.e., "installation", "Substantial Completion", etc.); (c) components (i.e. parts, parts and labor, labor, etc.); (d) duration (i.e., 5 years, 10 years, etc.). Specifications should also include submittal requirement of a sample warranty when these manufacturer warranties are specified. Note that a non-compliant or missing sample warranty will result in rejection of a submittal, per Pace's Construction Contract documents.

2.7.3.6 Consultant is responsible that "Basis of Design" manufacturer's and products meet all of the specified requirements and that specifications are not overly restrictive such that no other manufacturers or products can be considered equals.

2.7.3.7 If Illinois Department of Transportation or other agency details and/or specifications are utilized, they should be copied verbatim including all referenced items into the project drawings and specifications. If they must be cited by reference, they should be further described in the context of the Pace contract and specifically not reference the IDOT methods for payment, testing, construction administration, or other contract terms that conflict with Pace's Construction Contract documents.

2.7.4 Nothing in the Consultant's specifications shall conflict with Pace's standard Construction Contract documents. Construction specifications shall be written as directions to a single prime Contractor, consistent with and in conformity with Pace's Construction Contract, including use of specific pre-defined terms such as "Provide", "Furnish", "Install", etc. Specifications shall be organized and identified by Construction Specifications Institute (CSI) division numbers and titles with divisions of work coordinated with the construction drawings. Do not reference responsibilities by trade names such as "Mechanical Contractor", only by division of specifications, since Pace's contract does not preclude how the prime Contractor will assign/subcontract portions of the work. Specifications cover sheet shall be clearly labeled as "Exhibit H – Construction Specifications" unless directed otherwise by Pace, to coordinate with Pace's Construction Contract and include the Pace logo, project name, facility address, "Issued for. . . (Bids, Permit, etc.)" with date and prime Consultant's name and address. Each page of the specifications shall indicate the project name (or acceptable abbreviation), specification section and page number. No bold or strikethrough font shall be used within the issued for bid specifications, so as to not interfere with Pace's specification updates for addendum format requirements.

2.7.5 Construction drawings shall be organized with an appropriate drawing letter and number identification by division of work; i.e. civil, landscaping, architectural, structural, mechanical, plumbing, fire protection, electrical, etc., and coordinated with the construction specifications. Drawings shall include a cover/title sheet clearly labeled as

“Exhibit I – Construction Drawings” unless directed otherwise by Pace, to coordinate with Pace’s Construction Contract, and include the Pace logo, project name, facility address, “Issued for” (Bids, Permit, etc.) with date, prime Consultant’s name, address and professional seal, drawing index, project location map, and list of major building codes applicable to the Work. Construction drawings shall be 22" x 34" maximum size, and all drawings shall include graphic scales and minimum 3/32" lettering size, to facilitate 50% scalable reduction to legible 11" x 17" drawings, and revisions block with “Issued for” status and date identified.

- 2.7.6 Equipment/product schedules (including manufacturers, model numbers, capacities, etc.) shall be placed on the drawings, not incorporated into the specifications manual. The Consultant shall update these schedules, based on approved shop drawings, as part of the Consultant’s record construction drawings submittal requirements.
- 2.7.7 When unit prices are used, the construction drawings and specifications shall refer the Contractor to Exhibit B of Pace’s Construction Contract, for the Unit Price Item Schedule. Do not include/duplicate a unit price schedule/list on the drawings or in the specifications. Consultant shall provide Pace with a list of recommended unit price items including quantities of each unit price item to be included in the Contractor’s Base Bid, based on Consultant’s best estimate of actual quantities that will be used. Unit prices will be used to add or deduct from the contract amount based on actual final quantities used.
- 2.7.8 Alternate bids may be directed to be incorporated into the construction drawings and specifications by Pace based on Pace’s evaluation of the Consultant’s Project cost estimate. Alternate bids will generally be taken on non-essential portion(s) of the work already in the design scope to ensure that Pace has adequate funding to award at least the Base Bid for construction. If the Consultant believes that direction by Pace to incorporate a specific alternate bid involves adding design scope, Consultant shall submit an S100 Fee Proposal to Pace for formal approval prior to commencing such work.
- 2.7.9 An Estimate of probable construction costs shall be prepared at each phase of the project design and submitted with each review submittal. These estimates shall be prepared in greater detail as the design progresses. At the final design review, the ICE shall be fully itemized by trade and building system with quantities and unit costs, including extensions of unit price item quantities to be included in the base bid, and costs for Pace’s Construction Contract requirements (bonds, insurance, etc.). At the final design review, the Consultant shall also prepare and submit a separate cost estimate for available DBE subcontracting opportunities, identifying each DBE subcontract dollar amount, for Pace’s use in establishing a construction contract dollar percentage DBE goal.

## 2.8 Bidding Phase:

- 2.8.1 After Pace approval of the final construction documents, the Consultant shall submit 5 hard copy sets of Issued for Bid drawings (full size and 11 x 17) and specifications (Division 1 and Technical Divisions) unless specified otherwise in the Project Schedule-1. Pace will package the documents and add them to Pace’s standard required contract and governmental requirements.

- 2.8.2 Consultant shall submit Issued for Bid and Issued for Permit electronic document files to Pace per Pace's Electronic Document Requirements.
- 2.8.3 Pace will be responsible for distributing all bidding documents. The Consultant is required to attend the pre-bid meeting and will be responsible for the preparation of responses to all bidders written questions and all addenda, with Pace's approval, to be distributed by Pace. Pace will require the Consultant to update and reissue specific drawings as Pace determines necessary, as part of the addenda, to fulfill the Consultant's design phase obligations. At the conclusion of the bidding phase, and prior to Pace's issuance of a Notice to Proceed to the Contractor, the Consultant shall submit to Pace, ten complete hard copy sets of Issued for Permit drawings and specifications clearly labeled and reflecting all addenda revisions.
- 2.8.3.1 Issued for Permit drawings must have each addendum number and its issued date identified in the title block of only those sheets affected by each addendum, and the revisions clouded and numerically keyed to each respective title block addendum entry. All drawings must also have an Issued for Permit title block entry and date, regardless of which drawings have addendum revisions.
- 2.8.3.2 Issued for Permit specifications must have all addenda revisions appear in bold font (added words) and strikethrough font (deleted words).
- 2.8.3.3 Other permit documents required by authorities having jurisdiction shall be prepared and issued in accordance with the Scope and as directed by Pace.
- 2.8.4 Pace will receive and open all bids publicly. The Consultant is invited but not required to attend the bid opening. The Consultant will be responsible to review the bids and make a written recommendation to Pace relative to award of a contract, including an evaluation of the Base Bid, each Alternate Bid, and each Unit Price. Unit prices are subject to negotiation by Pace's Purchasing Department prior to Construction Contract award, therefore the Consultant must provide a basis for each Unit Price recommendation where it differs from the Contractor's Unit Price.
- 2.8.5 Pace will notify the successful bidder, assemble, and deliver the construction contracts for execution to the appropriate parties.

## 2.9 **Construction Phase:**

- 2.9.1 The Consultant shall undertake the duties and responsibilities during the Construction Phase as provided in Exhibit E - General Construction Contract Conditions of Pace's Construction Contract, including review of Contractor submittals, preparation of necessary requests for proposal (RFP), other office consultation, construction observation and progress meeting participation, conducting Punch List inspection(s), and signing the Substantial Completion form and all payment applications (periodic and final).
- 2.9.2 Consultant shall transmit reviewed Contractor submittals to Pace per Pace's Electronic Document Requirements. Pace will transmit all reviewed submittals to the Contractor.

- 2.9.3 The Consultant shall review all requests for information (RFI) and change order proposals (COP) submitted by the Contractor, collect any information which will enable the Consultant to evaluate RFI or the COP and make a written recommendation to Pace addressing whether a contract change is warranted, an evaluation of the scope of work proposed (if the scope has not been issued as an RFP), and the Consultant's determination of change order cost. However, Pace retains sole authority to approve change orders as provided in Pace's Construction Contract. The Consultant is not authorized to award any extras or change orders, or to direct the Contractor to proceed with any work constituting a contract change.
- 2.9.4 The Consultant's responsibility to provide periodic field observation services for the Construction Phase shall commence with the award of Pace's Construction Contract, and terminate thirty (30) days after the issuance of a certification for final payment except as it relates to Post-Construction Phase services.
- 2.9.4.1 The Consultant shall be required to select and employ appropriate architectural and engineering representatives (from each original design firm's personnel pool) for the periodic oversight of the project during the Construction Phase. Any request to change a representative shall be submitted to Pace in writing 30 days prior to substitution of said representative.
- 2.9.4.2 The Consultant shall be on-site periodically when it is deemed appropriate or when Pace or its owners' representative requests said inspections and participate in construction phase testing services to ensure that the construction of the project is conforming to the intent and integrity of the drawings and specifications.
- 2.9.4.3 The Consultant shall complete Pace's Construction Observation Summary forms for recording and reconciling Consultant and Subs time spent in the field, including construction observation, attendance at any meetings, and punch list site visits. These completed forms are to be submitted monthly and attached to the Consultant invoicing for construction administration services.
- 2.9.4.4 The Consultant shall prepare and submit to Pace, within three working days, an observation report indicating all work inspected and assessment of compliance with contract documents. Include digital photos to document work which will be concealed and problems for each site visit on occurrence. Indicate (at minimum) weather conditions, Contractors' workforce on site, progress of work, work inspected and assessment of compliance with contract, resolution or follow-up actions needed, all communications with Contractors or other people while on site, and next anticipated or necessary site visit date. Should the Consultant determine that the contract documents are being compromised, they should immediately notify Pace.
- 2.9.5 The Consultant shall submit updated record construction drawings as follows:
- 2.9.5.1 One set of 11"x17" reduced scale draft copy (paper) of drawings for Pace review.

2.9.5.2 One set of 22" x 34" full size final drawings (paper).

2.9.5.3 Four sets of 11" x 17" reduced scale final drawings (paper).

2.9.5.4 Electronic record construction drawings files per Electronic Document Requirements.

- 2.10 **Post-Construction Phase:** Assist Pace and help implement facility usage; cooperate in any ongoing Contractor/subcontractor claims and/or warranty claims. Pace shall notify the Consultant to perform an inspection of the contracted work three months prior to the expiration of the Contractor's overall project warranty period. The Consultant shall exercise care and judgment to determine corrective action to be taken under warranties. The Consultant shall provide a written report of the inspection to Pace within seven calendar days. Pace shall notify affected Contractor of any corrective action noted in the report.

### **ARTICLE 3 COMPENSATION AND PAYMENT FOR ASSIGNED PROJECT(S)**

- 3.1 For work and services during the term of this Agreement, compensation for services shall be made in accordance with Exhibit D Negotiation Documents and Paragraph 3.5, but total compensation under this Agreement to Consultant shall not exceed the Contract Maximum stated on page 1, for all projects, unless amended by formal change order. Pace also has the right to decrease the value of this Agreement in the event that Consultant does not perform in accordance with this Agreement or if funding does not become available.
- 3.1.1 The Consultant awarded this Term Contract will receive Exhibit D Negotiation Documents, issued by Pace, as a part of this Agreement documenting mutually accepted additional compensation terms. Such terms will be applicable to the Consultant and all of its Subs and address, at minimum, 1) Approved project team personnel and salary (DWE) rates, 2) Approved overhead and profit rates, 3) Allowable direct/reimbursable expenses, and 4) Allowable/billable Consultant travel time.
- 3.2 For all services as defined in each Scope, the Consultant shall be paid the amount set out in the approved S100 form for each Scope as a Lump Sum, as provided in Paragraph 3.5 below, except that any allowances included within the Lump Sum, as indicated in Pace's Notice to Proceed, and any approved extras in such allowances, will be reconciled against actual services provided and the Lump Sum amount increased or decreased accordingly. The Lump Sum shall mean the total compensation due Consultant for the Scope, including allowances. The total of the Lump Sum amounts for all the Projects shall not exceed the Contract Maximum.
- 3.2.1 The Consultant shall supply all equipment and materials necessary to perform the scope of work as set out in the Scope at the Consultant's cost and without additional compensation from Pace. It is the parties' Agreement and understanding that such costs as incurred are deemed overhead and have been included as part of the lump sum compensation provided to the Consultant.
- 3.2.2 The Consultant shall provide services, as may be requested by Pace during any phase of the Work (pre-design, design, bidding, construction, post-construction), as required to correct errors or omissions in the construction contract documents or other work

products provided by the Consultant, its Subs, suppliers, and other lower tier entities. Services required to make corrections because of errors or omissions shall be provided at no cost to Pace, and shall not be charged against any allowance established in the approved project lump sum fee. Likewise, Consultant services to defend its designs or specifications based on contractor claims, or to review and evaluate the Contractor's documentation pertaining to such claims, shall not be charged to Pace. However, if the Consultant's additional services are caused by Pace's actions which Pace agrees constitute a scope change, or are caused by a change to applicable project codes and standards occurring after the Consultant's issued for bid drawings and specifications are received by Pace, Consultant shall submit an \$100 Fee Proposal to Pace for formal approval, as described in paragraph 3.3, prior to commencing such work.

- 3.3 Should unforeseen circumstances arise which change the nature or scope of the work beyond what is contemplated in a Schedule-1, or if there is a change in the work at the request of Pace, which Consultant deems a change in the nature or scope of the work, it shall be the obligation of the Consultant to submit a written request claiming an extra to Pace, setting out the reasons for the claim. Such requests for extras shall be submitted to Pace, accompanied by \$100 fee proposals for Consultant and affected Subs services, within 7 calendar days of the Consultant's first knowledge of the event(s) giving rise to the claim. This time requirement is to allow Pace the opportunity to evaluate such claim(s) for extras in close proximity to the event(s). An untimely submittal by the Consultant for a claim(s) for extras shall be deemed a waiver of such claims and the Consultant's claim(s) shall thereafter be barred. The Consultant recognizes that this is a public works project funded by public funds and that its services and application for payment must conform to the express requirements of this Contract, and further that Pace shall have the sole discretion to approve or disapprove claims for extras, provided such an exercise of discretion shall conform to industry standards.
- 3.4 The Consultant agrees that in the event Pace grants Consultant's request for work extras, or time extensions, for any reason stated in such request, including but not limited to causes or obstructions not within the parties' contemplation at the time the Contract is executed, the Consultant will accept the additional compensation so approved as full and final compensation, and will not seek any additional compensation, including but not limited to, additional supervisory time or profit and overhead.
- 3.5 All payments shall be made in accordance with the requirements of this paragraph. Invoicing will be made monthly to "Pace Accounts Payable" based on services rendered and expenses incurred. All invoices must show Pace's Term Contract number and Pace's individual project account number. In order to ensure timely payment of all invoices, Consultant is required to:
- 3.5.1 CERTIFY that invoices reflect actual services rendered and costs that were incurred, and that payment is due. This certification shall be signed and must appear on all of the Consultant's invoices. Payment will not be made until the required certification is received.
- 3.5.2 IDENTIFY the dollar value of each work task, as indicated in and consistent with the approved project \$100 form, separating direct costs from labor, and identify the percentage of each task completed to date. Identify as separate tasks all approved extras issued by Pace. Unless otherwise indicated in the Schedule-1, the compensation for each

phase of the construction documents and bidding or negotiation type services shall not exceed the following percentages:

<u>PHASE</u>	<u>PERCENTAGE</u>
SCHEMATIC DESIGN	15%
DESIGN DEVELOPMENT	15%
CONTRACT DOCUMENTS	60%
BIDDING OR NEGOTIATION	10%

- 3.5.3 ATTACH detailed supporting documents for on-site construction observation services and all other services being billed against an allowance, as indicated in Pace's Notice to Proceed, including completed monthly Construction Observation Summary (COS) forms for construction administration site visits. The percentage of work completed for construction administration site visits shall be indicated from supporting COS forms identifying the personnel, dates and duration of each site visit and travel time which occurred in the current billing period, DWE rates, overhead and profit rates, mileage expense, and summarizing the total fees to date expended vs. allocated for this task.
- 3.5.3.1 The Consultant must provide construction administration site visit reports for each visit, with format and content acceptable to Pace, to receive compensation as set forth herein.
- 3.5.4 ATTACH to each invoice the Consultant's progress reports covering the time period of all services being billed. The Consultant shall prepare and submit progress reports on a monthly basis, as set forth elsewhere in these documents, regardless of the dates Consultant submits invoices.
- 3.5.5 ATTACH original paid partial and final lien waivers from Subs, including testing agencies and/or other subcontractors. Subs waivers shall reflect payments for all invoices prior to the Consultant's current invoice. Waivers of lien with notarized contractors' affidavits for Subs, including a final waiver prior to the Consultant's final billing, must be on Chicago Title form acceptable to Pace. Subs' current invoices shall be attached and clearly identified as line item references on the Consultant's invoice. Consultant shall not bill to 100% of Consultant's services (to the extent and value of Sub's billing for which waivers have not yet been received) until 100% of all Subs' services have been billed and final waivers for all Subs' have been submitted to Pace.
- 3.6 Under the Local Government Prompt Payment Act, Pace will pay the Consultant within thirty (30) days after receipt of approved and certified payment application conforming to Paragraph 3.5 above. The Consultant agrees that it will pay all Subs' who have completed satisfactory work under the subcontract no later than thirty (30) days from receipt of payment by Pace. Pace is exempt from State of Illinois and local taxes.

#### **ARTICLE 4 AUTHORITIES, LIMITATIONS, TIME AND TERM**

- 4.1 This Contract is made and shall be interpreted under the laws of the State of Illinois and the Consultant agrees and consents that all actions arising out of this Contract, to the extent they

concern matters of state law, shall be brought in the Circuit Court of Cook County, Illinois, and any matters arising hereunder that are subject to preemptive federal jurisdiction shall be brought in the United States Court for the Northern District of Illinois.

- 4.2 The articles, sections, paragraphs or other headings are for convenience and reference only and in no way define, limit or proscribe the scope or intent of this Contract or its exhibits.
- 4.3 If any provision or term of this Contract is held to be unenforceable, the parties agree that the remaining terms and provisions shall be binding on the parties.
- 4.4 This Contract shall not be assigned in whole or part by the Consultant, and Consultant shall provide the work and services called for herein with its own employees, except as authorized by Pace.
- 4.5 Pace shall have final approval of all the Consultant representatives assigned to the Work. A representative shall not be changed by the Consultant without the prior approval of Pace, and any replacement of an assigned representative shall require the final approval of Pace. Each representative assigned shall have the qualifications as set forth in Exhibit A, the Letters of Interest and Qualifications (LIQ).
- 4.6 The Consultant is an independent Contractor and shall not hold itself out to the public as an agent of Pace, and shall indemnify and hold Pace harmless from any and all claims for fines, damages, and assessments of whatever kind or nature that arise or allegedly arise from an alleged or claimed agency relationship with Pace.
- 4.7 All services/work shall be performed under the direction of Pace's Purchasing Department Manager who alone shall have the power to bind Pace and to exercise the rights, responsibilities, authorities and functions vested in him by the Contract documents, except that he shall have the right to designate authorized representatives to act for him. Wherever any provision in this Contract specifies an individual (such as, but not limited to, Engineer, Resident Engineer, Inspector, Site Manager or Architect) or organization, whether Pace or private, to perform any act on behalf of or in the interests of Pace, that individual or organization shall be deemed to be Pace Purchasing Department Manager's authorized representative under this Contract but only to the extent so specified. Pace's Purchasing Department Manager may, at any time during the performance of this Contract, vest in any such authorized representatives, additional power and authority to act for him or designate additional representatives, specifying the extent of their authority to act for him or designate additional representatives to the extent deemed necessary by him.
- 4.8 The Consultant shall perform the Contract in accordance with any order (including but not limited to instruction, direction, interpretation or determination) issued by an authorized representative in accordance with the authority to act for the Pace's Purchasing Department Manager, but the Consultant assumes all the risk and consequences of performing the Contract in accordance with any order (including but not limited to instruction, direction, interpretation, or determination) of anyone not authorized to issue such order.
- 4.9 This Agreement may not be modified or amended except by written amendment signed by the parties and no oral or written agreement, other understanding or acknowledgment, invoice, or other form used by Consultant, in anyway purporting to modify or alter the provisions of this



order resulting from acceptance by Consultant of this Agreement will be binding upon Pace unless made in writing and signed by Pace's Purchasing Department Manager or his designated representative.

- 4.9.1. Requests for any change in the Contract proposal documents must be submitted as Contract exceptions along with the Consultant's LIQ submission on the LIQ due date.
- 4.9.2. Requests for any change in the Contract after award shall be submitted in writing to Pace's Purchasing Department Manager for his prior approval. Oral change orders are not permitted. The Consultant shall be liable for all costs resulting from, and/or for satisfactorily correcting, any Contract non-compliance not properly ordered by written modification to the Contract and signed by Pace.
- 4.10 Acceptance of incomplete performance, excuse of condition, extension of time or any failure or delay by Pace in exercising any right or remedy hereunder or otherwise shall not operate as a waiver thereof. A waiver of any such right or remedy must be in writing and shall be limited to the specific instance and to the right or remedy expressly waived.
- 4.11 Unless otherwise indicated, Pace and the Consultant shall perform their respective obligations as expeditiously as is consistent with normal skill and care and the orderly progress of the scope of the work. Time limits established by the Progress Schedule, upon approval by Pace, shall not, except for reasonable cause, be exceeded by the Consultant. If the Consultant is delayed in the performance of services under this Agreement by Pace, Pace's Consultants, or another cause not within the control of the Consultant, any applicable schedule shall be adjusted accordingly.
- 4.12 The Consultant agrees that in the event Pace grants Consultant's request for an extension of the period of performance, for any reason stated in such a request, including but not limited to causes or obstructions not within the parties' contemplation at the time the Contract is executed, the Consultant will accept the extension of time to complete the work as full and final compensation and will not seek additional compensation.
- 4.13 This Agreement shall terminate at the end of the term stated above unless the time is extended by formal change order.
- 4.14 Pace, in its sole discretion and without cause, may terminate the Contract by seven (7) calendar day's written notice to Consultant. Termination compensation for services actually performed shall not exceed the documented costs of services provided through the date of termination.
- 4.15 All notices given by a party must be by written notice, delivered or sent by Express or Certified mail, return receipt requested, to the address of the party designated in this Contract, or such other address as properly noticed.

## **ARTICLE 5 INCORPORATED DOCUMENTS**

- 5.1 The Consultant warrants and represents that in entering into this Agreement, it relied solely on the LIQ (Exhibit A) and the other Agreement documents, and has not relied on any representation, inducement, forecast, or promise from or by any of Pace's employees, design

professionals, or agents. This Agreement, together with any other document expressly incorporated contains the entire Agreement between the parties hereto and there are no prior or contemporaneous oral or written understandings or agreements binding on Pace affecting the subject matter of this Agreement other than those expressly referred to therein.

5.2 As a condition of award, the Consultant has agreed to comply with the Disadvantaged Business Enterprise requirements contained in Exhibit B of this Agreement as set forth in the LIQ.

5.3 The parts of this Agreement between Pace and the Consultant, except for amendments issued after execution of this Agreement, are incorporated by reference as follows:

5.3.1 Scope for each Project; and

5.3.2 Notice to Proceed for each Scope, including Pace approved S100 Consultant Fee Proposal and any portions Pace establishes as allowances, Progress Schedule, Consultant staff assignments and other terms indicated therein; and

5.3.3 Other documents forming a part of the contract are attached hereto and made a part hereof and shall become a part of any contract award. Should there be any conflicts in the provisions contained in these exhibits, the FTA/IDOT/RTA Requirements clauses in Exhibit B shall take precedence; otherwise, the conflicts shall be resolved in the order listed.

Exhibit A: Request for Letters of Interest and Qualifications (LIQ)

Exhibit B: Disadvantaged Business Enterprise Compliance Requirements, Contract Award Protest Procedures, and FTA/IDOT/RTA Requirements

Exhibit C: Insurance Requirements

Exhibit D: Negotiation Documents

Exhibit E: Consultant's Letter of Interest and Qualifications including Standard Form 330 and all other LIQ submittal requirements described in Exhibit A (Request for LIQ)

Exhibit F: Pace Construction Project Forms and Standards

- CONSTRUCTION CONTRACT 11/20/12 Revision
  - Exhibit A – Special Construction Contract Conditions 5/13/13 Revision
  - Exhibit B – Construction Proposal and Bid 1/22/13 Revision
  - Exhibit C – General Terms and Conditions - Disadvantaged Business Enterprise Compliance Requirements- FTA/IDOT/RTA Requirements with Affidavits and Certificates 10/18/13 Revision
  - Exhibit D – Construction Contract Bidder's Sworn Work History Statement 7/16/2007 Revision
  - Exhibit E – General Construction Contract Conditions 3/11/13 Revision

- AIA G704 CERTIFICATE OF SUBSTANTIAL COMPLETION 1992
- CFI-A1 A-E CONSTRUCTION OBSERVATION SUMMARY Rev. 2 – May, 2011
- CFI-A2 PUNCH LIST Rev. 2 – May, 2011
- CFI-A3 REQUEST FOR PROPOSAL (RFP) FOR CONSTRUCTION CONTRACT WORK Rev. 2 – April, 2012
- CFI-A4 ELECTRONIC FILE SAVE NAMING CONVENTIONS FOR DRAWINGS AND SPECIFICATIONS Rev. 2 – May, 2011
- M0177 PACE LOGO USE SPECIFICATIONS Rev. 1 – 7/12
- CFI-C3 REQUEST FOR INFORMATION (RFI) Rev. 1 – May, 2011
- CFI-C5 ELECTRONIC FILE SAVE NAMING CONVENTIONS FOR SUBMITTALS Rev. 2 – May, 2011

**ARTICLE 6  
OTHER CONDITIONS, WARRANTIES, AND PROVISIONS**

- 6.1 A Certificate of Insurance shall be furnished by the Consultant, at its expense, of the types and in the amounts and within the time set forth in Exhibit C Insurance Requirements. The Certificate of Insurance must name Pace and the Regional Transportation Authority as additional insureds and must be kept current throughout the term of this Agreement.
- 6.2 The Consultant shall maintain records to verify the actual time devoted and costs incurred. These records shall be maintained for a minimum period of five years after completion of the contract at which time the Consultant may request permission from Pace to dispose of the records. Upon fifteen (15) calendar days' notice from Pace, all time sheets, billings, and other documentation used in preparing said records shall be made available for inspection, copying, or auditing by Pace at any time during normal business hours at Pace's headquarters location.
- 6.3 Pace shall be transferred and retain ownership of all plans, including as-built plans, specifications, project logs, daily time sheets and related documents, and all other documents, including but not limited to those mentioned above, prepared by the Consultant and its Subs under the Contract.
- 6.4 The Consultant shall permit the authorized representative of Pace, all agencies responsible for grants, the State of Illinois, the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to his performance and payment application and invoicing under the Contract.
- 6.5 The Consultant warrants and represents that the work and services provided hereunder, including all submittals, reports, plans and specifications prepared by it and submitted to Pace shall not violate any copyright or patent and shall meet or exceed all current professional and industry standards; shall comply with all requirements of the federal, state and municipal authorities; shall be suitable under local construction industry standards for use, implementation and construction in normal course; including, but not limited to:
- 6.5.1 Surface Transportation Assistance Act of 1982, Section 165a of Public Law 100-17 (Buy America).

- 6.5.2 The Occupational Safety and Health Act of 1970, and the Illinois Toxic Substance Act, with respect to the design, construction or use for their intended purpose of said goods or services and the labeling of all goods and containers for the protection and safety of persons and property.
- 6.6 To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless Pace and its agents and employees from and against all demands, claims, suits, judgments, awards, damages, losses and expenses, including but not limited to attorney fees and court costs, arising out of or resulting from the Consultant's work or the actions of the Consultant or its Subs, materialmen, subcontractors, and employees; provided, the Consultant's indemnification provided herein shall not extend to Pace's own negligent conduct.
- 6.7 The Consultant shall defend any suit or proceeding brought against Pace based on a claim that any design submittal, or any part thereof, furnished under this Agreement constitutes an infringement of any copyright or patent, and the Consultant shall pay all damages, including incidental and consequential damages that may be awarded against Pace and pay Pace's attorney's fees, costs and expenses. In case said design submittal, or any part thereof, is held to constitute infringement and use of said design submittal or part thereof is enjoined, Consultant shall, at its own expense and at its option, either procure for Pace the right to continue using equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.
- 6.8 Pace will comply with the terms and provisions of the Illinois Public Lien Act. The Consultant shall indemnify and hold Pace harmless from Lien Act and/or contract claims and shall be liable to Pace for all costs and expenses, including but not limited to interest payable to subcontractors and attorney fees incurred by Pace, in connection with any Subs, Consultant's subcontractor or subcontractors who give notice, attempt to perfect notice of lien on public funds, or bring suit thereon, or for contract claims against Pace.
- 6.9 The Consultant shall schedule and conform its work and services to integrate with other Pace Consultants and contractors.
- 6.10 The Consultant shall not use or disclose any data, designs or other information belonging to or supplied by or on behalf of Pace, unless expressly authorized in writing by Pace. Upon Pace's request, such data, designs or other information and any copies thereof shall be returned to Pace. Where Pace's data, designs or other information are furnished to the Consultant's Subs for procurement of services by the Consultant for use in the performance of Pace's Contract, the Consultant shall insert the substance of this provision in its Subcontract.
- 6.11 In submitting a signed LIQ and subsequent fee proposals to Pace, the Consultant warrants and represents that it has not paid and agrees not to pay any bonus, commission, fee or gratuity to any employee or official of Pace or to any other Consultant for the purpose of obtaining this Contract.
- 6.12 Members of the Board, officers and employees of Pace, their spouses, their children, their parents, their brothers and sisters and their children, are prohibited from having or acquiring any Contract or any direct pecuniary interest in any Contract which will be wholly or partially performed by the payment of funds or the transfer of property of Pace in accordance with Section 5.03 of the Pace Regulations Governing Public Bidding (Ordinance SBD 12-86).

- 6.13 In connection with the execution of this Contract, the Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, ancestry, marital status, physical or mental handicap or unfavorable discharge from military service. The Consultant 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, age, national origin, ancestry, marital status, physical or mental handicap or unfavorable discharge from military service. Such action shall include but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. If the Consultant is required to file an Affirmative Action Plan with any federal, state or local agency, the Consultant assures Pace that it is in full compliance with such filing requirements. The Consultant agrees to comply with all provisions of the "Illinois Human Rights Act", 775 ILCS Title 5, as now or hereafter amended and with all rules, regulations, and guidelines on discrimination in employment as now or hereafter promulgated thereunder. All such provisions, rules, resolutions and guidelines, including but not limited to; Article VI "Equal Opportunity Clause" of the Rules and Regulations of the Department of Human Rights are hereby incorporated into the Contract by reference.
- 6.14 As a government agency, Pace is subject to the Illinois Freedom of Information Act (FOIA) or 5 ILCS 140/1, et. seq. as amended. Therefore, the contents of this Request for letters of interest and qualifications (LIQ) and the Consultant's submittals in response to this LIQ are subject to the Illinois FOIA statutes. However, there are various items that may be exempt, which include but are not limited to trade secrets or commercial/financial information that are proprietary, privileged, or confidential, or where disclosure of the same would result in competitive harm (refer to Section 4002 of the Technology Advancement and Development Act and to Section 7 of the Illinois Freedom of Information Act). If any such proprietary, privileged, or confidential information or data is included in the Consultant's submittals, each page that contains this information or data should be marked as such (e.g., "Proprietary and Competition Sensitive") in order to indicate your claim to an exemption provided in the Illinois FOIA. It is Pace's sole right and responsibility, however, to make the determination whether these items are exempt or not exempt under the Illinois FOIA statutes.
- 6.15 By execution below, Consultant hereby offers to complete the Work and furnish materials, equipment and services, as indicated herein, in a timely manner.

**LIQ Submittal Check List:** (The following documents should be submitted with your LIQ or it may be considered non-responsive.)

- Term Contract with Signature Page completed and signed
- Complete Schedule A – Summary of DBE Participation
- Complete Schedule B – Confirmation of DBE Participation
- Complete Schedule C – Application for Joint Venture (if applicable)
- Complete and sign the Certification of Restrictions on Lobbying
- Sign the Contractor's Certification Regarding Suspension and Debarment
- Sign and **notarize** the Non-Collusion Affidavit
- Complete and sign the Conflict-of-Interest Disclosure Statement
- Completed Standard Form 330, Architect-Engineer Qualifications, and all other LIQ Submittal Requirements Described in Exhibit A (Request for LIQ).
- Submit your LIQ package in a sealed envelope stating Letters of Interest & Qualifications – LIQ No. 414331.

**Addenda Acknowledgement:** The proposer hereby acknowledges receipt of the following Addenda that are incorporated herein by reference. (If there were no Addenda, write NONE) \_\_\_\_\_. **Failure to acknowledge Addenda may be cause for the proposal to be considered non-responsive.**

Addendum No. \_\_\_\_

Addendum No. \_\_\_\_

Addendum No. \_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract effective as of the date of award shown below.

**CONSULTANT:**

**PACE, SUBURBAN BUS DIVISION  
OF THE REGIONAL TRANSPORTATION  
AUTHORITY**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Executive Director Name

\_\_\_\_\_  
Company Address line 1

\_\_\_\_\_  
Executive Director Signature

\_\_\_\_\_  
Company Address line 2

\_\_\_\_\_  
Date of Award

\_\_\_\_\_  
Authorized Signatory's Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signatory's Title

\_\_\_\_\_  
Telephone Number

J:\Architect-Engineering Contracts\A-E 2015 LIQ Packages\ART - Milwaukee Ave On-Road Stations\A-E Services Term Contract - 20140925NF.docx

## Request for Letters of Interest and Qualifications (LIQ)

### Civil Engineering Services ART Milwaukee Avenue 2015 On-Road Stations

#### I. Introduction

A. Pace, the Suburban Bus Division of the Regional Transportation Authority is seeking professional services from firms specialized in providing full civil engineering and related architectural and engineering (A-E) consultant services for eighteen new Arterial Rapid Transit (ART) bus stations along Milwaukee Avenue in the City of Chicago and the Village of Niles. The bus stations will be constructed within Illinois Department of Transportation (IDOT) ROW, Chicago Department of Transportation (CDOT) ROW, and on private property at the following locations:

- Golf Mill Mall
- Milwaukee Avenue at Dempster Street (2 Stations)
- Milwaukee Avenue at Main Street (2 Stations)
- Milwaukee Avenue at Oakton Street (2 Stations)
- Milwaukee Avenue at Harlem Avenue (2 Stations)
- Milwaukee Avenue at Touhy Avenue (2 Stations)
- Milwaukee Avenue at Highland Avenue (2 Stations)
- Milwaukee Avenue at Austin Avenue (2 Stations)
- Milwaukee Avenue at Central Avenue (2 Stations)
- Jefferson Park Transit Center

The Milwaukee Avenue ART project will be the first of a series of ART transit corridors throughout Pace's six-county service area.

B. The total project construction budget for all eighteen stations is approximately \$6,000,000, excluding all Consultants' fees. The final construction budget may include Alternates based on Pace's funding availability.

#### II. Existing Conditions and Project Background

##### A. Background and Overview

Milwaukee Avenue is an urban arterial route ranging from 4 lanes to 7 lanes in width throughout the project limits. The majority of the project corridor is through commercial areas. The existing ROW is constrained by adjacent developments, with limited parkways and sidewalk widths. On-street bike lanes are existing or planned for those stations within City of Chicago limits. The corridor is currently served by a combination of CTA and Pace routes.

Jurisdictions for the proposed station locations are as follows:

- Golf Mill Mall – Village of Niles, Golf Mill Mall Property
- Milwaukee Avenue at Dempster Street - Village of Niles, IDOT ROW
- Milwaukee Avenue at Main Street - Village of Niles, IDOT ROW
- Milwaukee Avenue at Oakton Street - Village of Niles, IDOT ROW
- Milwaukee Avenue at Harlem Avenue - Village of Niles, IDOT ROW
- Milwaukee Avenue at Touhy Avenue - Village of Niles, IDOT ROW
- Milwaukee Avenue at Highland Avenue - City of Chicago, IDOT ROW
- Milwaukee Avenue at Austin Avenue - City of Chicago, CDOT ROW
- Milwaukee Avenue at Central Avenue - City of Chicago, CDOT ROW
- Jefferson Park Transit Center - City of Chicago, CTA Property

## **B. Station Design Criteria and Preliminary Site Plans**

Pace has retained a Program Management Oversight consultant (PMO) to assist in implementing the ART program. Working with Pace staff, the PMO has developed station design criteria, identified station locations, developed preliminary site plans, and initiated coordination with agencies having jurisdiction over the project. These agencies include the Village of Niles, IDOT, CDOT, and the CTA. See Attachments 1 & 2 included at the end of this Exhibit A.

## **C. Related Improvements**

The City of Chicago Department of Transportation is currently developing plans for two projects within the project corridor. The first of these projects will include resurfacing Milwaukee Avenue from I-90 to Elston Avenue, and will include ADA corner ramp upgrades at intersections within the resurfacing limits. The second project will include re-striping and pedestrian improvements to meet Complete Streets guidelines. Construction of these projects is anticipated to be completed in 2015, and will influence the final design of the Central Avenue and Austin Avenue ART stations.

## **III. Contract Requirements**

- A. The terms and provisions of this LIQ shall be incorporated in and become part of the Contract between the Consultant and Pace upon final award by Pace.
- B. The Consultant will be accountable for compliance with DBE participation requirements as specifically referenced in this LIQ.
- C. The Consultant shall comply with Pace's electronic document requirements, utilizing Pace's current versions of Adobe Professional, Microsoft Word, and Microsoft Excel programs throughout the Consultant fee proposal, pre-design, design, bidding, construction, and post-construction services. All CAD work shall be completed using MicroStation V8i and shall be compatible with applicable IDOT CAD standards.



#### **IV. LIQ Submittal Requirements and Format**

- A.** The submittal to Pace should clearly detail the Consultant's understanding of the scope of services, technical disciplines required, and project deliverables. The submittal must include, but not specifically be limited to, the following areas:
- 1.** Include information about the Consultant's experience and qualifications and those of their sub-consultants and sub-contractors (team) to perform the required work. Include information on the following points:
    - a)** Document Consultant's specialty in the specific discipline. Consultant's experience and in-house capability will weigh heavily in the evaluation process.
    - b)** Furnish resumes of all key personnel of the Consultant and of its team that would be assigned for the full project duration. Include backgrounds, qualifications, and experience for this assignment.
  - 2.** Organization chart showing a proposed plan for project management, including Pace interface with the Consultant.
  - 3.** Completed Standard Form (SF) 330 Architect-Engineer Qualifications.
  - 4.** Submit Means, Methods, and Procedures which will be followed during the course of the project, including formats of document preparation. Identify the specific master specifications format being utilized by the firm.
  - 5.** A statement of your approach to project development, including coordination of DBE and engineering services through pre-design, design, bidding, construction observation and administration, and post-construction services.
  - 6.** Quality Assurance Program: Include scope, schedule, budget, and technical quality controls. Failure to include this internal process will have a negative effect on Consultant's ranking. Consultant should be explicit about how it plans to perform QA of its subcontractors' work. This is very important to Pace.
  - 7.** Any other information believed by the Consultant to be pertinent to the project.
  - 8.** All submittals must be in 8½" x 11" format.
  - 9.** This is not a request for proposal.

#### **V. Evaluation/Contract Award**

- A.** The submittals will be evaluated and firms ranked according to the following criteria. Items below are listed in descending order of importance:
- 1.** Experience, qualifications and technical skill of the proposed architectural and engineering project team current personnel demonstrating direct experience in the primary disciplines

associated with bus stop and transit facility improvements on urban roadways. The Consultant's experience in coordination and permitting with IDOT and CDOT and its in-house capability in the project required disciplines will weigh heavily in the evaluation process.

- a) Demonstrate the specific proposed team members' experience in performing the specific types of site design work described in the scope of services.
  - b) Demonstrate familiarity with local codes, permit procedures, and other regulations of authorities having jurisdiction at the eighteen station locations.
2. Experience, qualifications, and technical skill of the proposed architectural and engineering project team current personnel for other/secondary disciplines, including the sub-consultants and sub-contractors assigned to the project, same criteria as item #1 above, and anticipated compliance plan to meet contract DBE goals/requirements.
  3. Detailed explanation and evidence of actual application of Consultant's Quality Assurance program.
  4. Quality of submittal and approach to a typical work assignment and manpower capability to get the job done.
- B.** If necessary, Pace will meet with the highest ranked firms (up to three) in accordance with the Brooks Act to allow these firms to present their LIQ submittal in an interview, prior to making a final selection. Pace reserves the right to reject any and all proposals.
- C.** Upon selection of the highest rated firm, Pace will enter into negotiations with this firm to establish a fair and reasonable price. If these negotiations are unsuccessful, Pace will terminate negotiations with this firm and proceed to negotiate with the next highest rated firm.

## **VI. S100NF Form – Architect-Engineer Fee Proposal**

- A.** Do not submit a S100NF form with the LIQ submittal. Upon selection of the highest rated firm, Pace will request a proposed project schedule and a completed S100NF Form – Architect-Engineer Fee Proposal for the full project scope of services, from the highest rated Consultant's firm and each of this Consultant's sub-consultants and sub-contractors. All proposed fees, including labor and direct costs, unless agreed by Pace to be treated as an allowance, are considered part of the Consultant's lump sum services. The Consultant's fee proposal should clearly distinguish labor from direct costs and identify fees proposed to be treated as allowances in each Part (A, B, & C) of the Consultant's S100NF fee proposal forms, with attached back-up itemizing the components of the allowance amounts.
1. Part A of the Consultant's fee proposal should include separate allowances to perform Part A services at three alternate bus station locations, including two stations at Ballard Road (Dempster Street alternates) and one station at Harlem Avenue. Pace will determine whether to proceed with any or all of these alternate locations based on the results of the Consultant's Part A work, prior to the start of Part B services.

Part A shall also include an allowance to prepare Plats of Easement for a total of ten (10) parcels at various station locations along the corridor. The final easement requirements will be determined based on the results of the Consultant's Part A work.

2. Part B of the Consultant's fee proposal should break down by discipline the estimated design and production costs, including the estimated number of drawings per discipline. The Part B scope of work is considered part of the lump sum services, including direct costs such as printing and travel.

Part B shall include a separate allowance for the design of ADA corner ramp upgrades at locations not included in the current site plans but where required by the applicable review agency.

3. The Part C scope of work is considered part of the lump sum part of the lump sum services, except that periodic construction administration site visit labor, associated travel costs, and construction materials testing services are considered allowances.

The Consultant shall submit a construction materials testing plan to Pace, including specific testing agency scope of work and deliverables, along with quotation(s) from a certified testing agency(s), and must obtain Pace's written approval prior to commencing testing activities. The Consultant is to submit written documentation and results of all testing agency activities.

All allowances shall include back-up documentation itemizing the components of the allowance amounts, which will be reconciled by change order (plus or minus) based upon approved actual costs.

## **VII. Schedule 1 – Scope of Services**

### **A. Project Description**

The Consultant is to fully design, engineer and periodically oversee construction of this project. The primary design elements are comprised of site civil, electrical, and limited landscaping.

The station platforms range from 40' to 110' in length and 10.5' to 12' in width. Each station will include a new concrete bus pad, a raised boarding platform, a new shelter, a vertical marker, real-time bus signage, a new electrical service, landscaping (most locations), and associated sidewalk, roadway, and drainage improvements. The design consultant will be responsible for (1) site investigations, including topographic and ROW survey, updated concept plans at each location, updated cost estimates, and evaluation of easement requirements; (2) design and preparation of complete bid documents, including all civil, electrical, landscape, and related plans, specifications, calculations, and reports; and (3) construction administration and closeout, including shop drawing review, periodic construction observation site visits, and preparation of record documents.

The design elements shall include, but not be limited to:

## **1. Shelters**

- a) Each station shall include an enclosed shelter, to be furnished and installed by the construction contractor based on Pace's pre-approved design and palette options.
- b) Shelters shall include rear, side, and front panels with transparent glass and a display panel at the departing end. Additional graphics or display panels may be utilized at the discretion of the community. All panels shall be vandal-resistant and have an anti-graffiti film or coating.
- c) Advertising panels on the shelter and signs and furnishing at the stations shall be positioned to maximize visibility and sight lines.
- d) Shelters shall be wheelchair accessible.
- e) Shelters shall have an angular metal roof.
- f) JC Decaux shelters may be required within the City of Chicago limits.
- g) Shelters shall include overhead heating (two per shelter), with tamper-proof activation mechanisms and theft deterring hardware.
- h) Shelters shall include seating. Seats will be flat, with dividers, and be constructed of recycled plastic.

## **2. Station Platforms and Loading Areas**

- a) Each station shall include a vertical marker or signage element, incorporating the ART brand and informational signage. Design and specifications for the marker shall be based on an approved concept design to be provided by Pace.
  - i. The vertical marker shall be placed at each station so as to indicate to the bus driver the front door boarding location.
  - ii. Reduced height markers may be required at some locations to comply with local ordinances.
  - iii. Electronic "Next Bus" signs shall be located within the vertical marker and shall be visible from the platform and the street. The signs should be visible from both sides of the marker.
  - iv. Additional signage incorporated into the vertical marker may include a static route map, wayfinding signage, and information on connecting CTA and Pace routes. All static information must be easily updated and modified.
  - v. If feasible the vertical marker shall be designed to accommodate electrical power and control equipment adequate to supply all electrical components for the station to eliminate the need for a separate electrical cabinet.
- b) Flag signs shall be included if required by the CTA for combined CTA/Pace stations.

- c) Station shall include ADA compliant pedestrian access at both ends of the platform, except where prohibited by site constraints.
- d) Platforms shall be constructed at 12” above the roadway surface to accommodate near-level boarding.
- e) Pipe railings shall be provided at the front and rear of the platform and on both sides of the platform ramps. Railings shall be set back from the curb and the back of platform to accommodate vehicle and bicycle/pedestrian clearances.
- f) Platforms shall be constructed of concrete, and shall include electric pavement heating systems for the prevention of snow and ice buildup. The electrical load for the snow-melt systems shall be addressed when coordinating with ComEd for the new electric service at each station.
- g) A concrete bus loading pad 60’ long, at least 10 feet wide, and a minimum of 10” thick shall be constructed adjacent to each platform.
- h) Construction of the platforms and loading pads will include reconstruction and restoration of adjacent sidewalk, curbs, pavements, and parkways to provide platform access. This will include removal/relocation of existing trees, lighting, utilities, and other existing improvements within the ROW.
- i) Platforms and adjacent sidewalk and pavement shall include new drainage system components as required. This may include removal of existing catch basins, installation of new catch basins and trench drains, and adjustments to existing gutter profiles as needed.

### **3. Station Furnishings**

- a) At least one bicycle rack capable of accommodating two bicycles shall be provided at each ART station where feasible.
- b) Metal trash receptacles shall be provided at each station. Trash receptacles shall be 30 to 40 gallons and fire resistant, and shall be bolted to the platform.
- c) An 18-inch wide landscaping strip featuring drought-tolerant and low-maintenance plantings shall be provided behind each platform where space allows and where appropriate based on the surrounding context. Additional landscaping areas will be included where space permits.
- d) If all electrical power and control equipment cannot be accommodated within the vertical marker, a separate power and control cabinet will be required. Where possible, the cabinet shall be installed behind the shelter, facing away from the roadway.

e) Conduit and wiring for call boxes and security equipment shall be provided at each station. Cameras, call boxes, and other security equipment may be required at the discretion of the local jurisdiction.

f) A Ventra fare vending machine will be required at the Golf Mill Mall station.

#### **4. Station Layout**

a) The typical will be provided wherever space permits and will include the following elements:

- i. A 60' long x 12' wide footprint, which includes a 10.5' wide platform and an 18" wide landscaping strip.
- ii. A concrete platform raised 12" above the roadway surface, accessible by ramps at 1:20 slopes on either end.
- iii. A fully accessible shelter structure, approximately 16' long and 5' wide as described above.
- iv. Railings along each ramp and at the rear of the platform.
- v. A detectable warning strip at the open boarding edge of the raised platform.
- vi. A free-standing vertical marker located at the departing end of the platform, which shall include ART/Pace bus information and a "Next Bus" display and shall accommodate electrical power and control equipment if feasible.
- vii. A trash receptacle and bicycle rack.
- viii. A New electrical service, and a separate power and control cabinet if required. The cabinet shall be approximately 84" H x 60" W x 18" D assuming all electrical components are included.
- ix. An electric pavement snow-melt system.
- x. A concrete bus loading pad, minimum 10" thick and constructed according to the CDOT or IDOT requirements, as applicable.
- xi. Removal and replacement of existing sidewalk, pavement, curb and gutter, drainage system components, utilities, and other existing ROW improvements as required to provide station access.

b) Compact stations, where required, will feature a reduced footprint of 45' long and 10.5' wide, and will feature 1:12 ramps at the ends of the platform. Bicycle racks and landscaping strips will be eliminated in the compact stations.

See Figures 4 thru 6 in Attachment 1 for graphic depictions of typical stations.

#### **5. Station Locations and Preliminary Site Plans**

Station locations were determined based on coordination between Pace, the ART PMO consultant, and the various project stakeholders, including the Chicago Department of Transportation, the Chicago Transit Authority, the Village of Niles, the Illinois Department of Transportation, the Federal Transit Administration, and local Chicago aldermen.

A preliminary site plan has been developed for each location, Refer to Attachment 1 for a written summary of each station location and Attachment 2 for the preliminary plans for each station.

## **B. Part A Pre-Design and Supplemental Services**

The Part A Pre-Design Services for each of the eighteen stations shall include, but not be limited to:

1. Provide topographic and ROW survey, including identification of existing utilities and their locations. Utility information obtained from the City of Chicago through the Office of Underground Coordination (OUC) Information Retrieval process will be provided for the Consultant's use.
2. Review existing conditions and previously developed concept plans.
3. Prepare new concept plans for each site based on the results of the survey, documenting the limits of any work required outside the existing ROW.
4. Provide an opinion of the construction cost for each station location. Include a detailed cost breakdown by line item for major elements.
5. Prepare a summary report identifying design constraints and other site considerations used to develop the revised concept plans.
6. Complete items 1 thru 5 for each of the three alternate locations if required. Pace will determine whether to proceed with any or all of these alternate locations based on the results of the Consultant's initial Part A work, prior to the start of Part B services. Part A services performed for the alternate locations shall be considered a separate allowance.
7. Prepare Plats of Easement for parcels impacted by the station improvements. The final easement requirements will be determined based on the results of the Consultant's Part A pre-design services work. Preparation of Plats of Easement shall be considered a separate allowance.
8. Attend a total of two (2) meetings (including one kick-off meeting) at Pace Headquarters in Arlington Heights, Illinois to discuss project requirements and concept plan development. Provide a meeting agenda no later than two (2) business days prior to each meeting for Pace review and comment. The Consultant is responsible for the preparation and distribution of the meeting minutes, agenda and meeting attendance sign-in sheets.

## **C. Part B Design and Bidding/Negotiation Services**

The Part B Design and Bidding/Negotiation Services locations shall include, but not be limited to:

## **1. Design Development Phase:**

The Design Development Phase services shall include, but not be limited to documentation of applicable code requirements and design criteria, preparation of preliminary plans, calculations, outline specifications, and cost estimates.

- a)** Provide a plan cover sheet clearly identifying the project title, listing all drawing names and numbers which comprise the completed drawing package.
- b)** Civil engineering submittal requirements for each station location shall include, but not be limited to:
  - i. Removal plans
  - ii. Layout and paving plans, including shelter, signage, and furnishings
  - iii. Grading and drainage plans
  - iv. Existing and proposed typical sections
  - v. Additional cross sections if required to document work limits and easement requirements
  - vi. Maintenance of traffic plans, where required
- c)** Landscape architecture submittal requirements, where applicable shall include, but not be limited to:
  - vii. Landscaping plan
- d)** Electrical engineering submittal requirements shall include, but not be limited to:
  - viii. New electrical service
  - ix. Site lighting and power plan
  - x. Electrical controls
  - xi. Pavement snow-melt system
  - xii. Product manufacturer data descriptions/catalog cuts for all proposed products

The bound submittal requirements shall include, but not be limited to:

- e)** A complete project construction specification Table of Contents including only the divisions of work and each specific specification section determined pertinent by the Consultant to apply to this project. To eliminate potential conflicts, the Consultant shall review and assess Pace's standard construction contract prior to the potential inclusion of Division 1 sections.
- f)** An Estimate of probable construction cost broken down by station location, trade/systems, and appropriate unit costs.
- g)** A complete project schedule, including design, bidding, and construction administration phases through Pace Final Acceptance.
- h)** At least ten (10) working days prior to requesting a meeting with Pace, the Consultant



shall submit nine (9) hard copy sets of the Design Development Submittal for Pace Quality Assurance/Quality Control (QA/QC) review and comment.

- i) Conduct one (1) progress review meeting at the Pace Headquarters in Arlington Heights, Illinois for Pace to discuss its QA/QC comments. Provide a meeting agenda no later than two (2) business days prior to the progress review meeting for Pace review and comment. The Consultant is responsible for the preparation and distribution of the meeting minutes, agenda and meeting attendance sign-in sheets. Reconvene meeting at the earliest opportunity if additional Design Development information must be developed by the Consultant and approved by Pace.
- j) The Consultant shall not proceed into the 60% Construction Document Phase without the written approval from Pace of the Design Development Phase submittal.

## **2. 60% Construction Document Phase:**

Upon Pace's approval of the Design Development submittal, the Consultant shall proceed with the preparation of the 60% Construction Document submittal.

The 60% Construction Document submittal shall include, but not be limited to:

- a) A cover sheet clearly identifying the project title, listing all drawing names and numbers which comprise the completed drawing package.
- b) In progress plans, detail sheets, and other drawings for all disciplines. All drawings represented (no drawings not yet started). Provide a legend(s) listing the symbols and abbreviations for all disciplines. Include substantially complete equipment schedules and clear, concise one-line diagram drawings for the electrical system work.
- c) Civil site plans, including all applicable details.
  - i. Grading details shall be included for all ADA ramps. ADA corner ramp upgrades other than those shown in the concept plans may be required by the applicable review agency. Design of any such additional ramps shall be considered a separate allowance.
- d) Landscaping plans, including applicable details.
- e) Site Electrical plans, including applicable details.
- f) Edited and bound draft specifications with complete table of contents. All sections represented (no sections not yet started). Nothing in the Consultant specifications shall conflict with Pace's standard construction contract. Incorporate Pace's standard Specifications Cover and header/footer template.
- g) A suggested list of additive alternates.
- h) An updated Estimate of probable construction cost broken down by station location and

by trade/systems and CSI Division including appropriate unit costs.

- i) An updated project schedule, including design, bidding, and construction administration phases through Pace Final Acceptance.
- j) At least ten (10) working days prior to requesting a meeting with Pace, the Consultant shall submit nine (10) hard copy sets of the 60% Construction Document submittal for Pace Quality Assurance/Quality Control (QA/QC) review and comment.
- k) Conduct one (1) progress review meeting during the 60% Construction Document Phase at the Pace Headquarters in Arlington Heights, Illinois for Pace to discuss its QA/QC comments. Provide a meeting agenda no later than two (2) business days prior to the progress review meeting for Pace review and comment. The Consultant is responsible for the preparation and distribution of the meeting minutes, agenda and meeting attendance sign-in sheets. Reconvene meeting at the earliest opportunity if additional 60% Construction Document information must be developed by the Consultant and approved by Pace.
- l) The Consultant shall not proceed into the 100% Construction Document Phase without the written approval from Pace of the 60% Construction Document Phase submittal.

### **3. 100% Construction Document Phase:**

Upon Pace's approval of the 60% Construction Document submittal, the Consultant shall proceed with the preparation of the 100% Construction Document submittal. In submitting said documents, the Consultant shall employ and comply with all current federal, state, and local code and ordinance requirements for facilities of this type and character.

The 100% Construction Document submittal shall include, but not be limited to:

- a) All documents required for the 60% Construction Document submittal, updated, reflecting resolution of Pace's review comments.
- b) All drawings, specifications, and final engineering calculations completed in all respects, including sealed and signed certifications and bound.
- c) A final Estimate of probable construction cost broken down by station location and trade/systems and CSI Division including appropriate unit costs, any unit cost items, and DBE subcontract opportunities, with estimated amounts of possible DBE subcontract items.
- d) An updated project schedule, including design, bidding, and construction administration phases through Pace Final Acceptance.
- e) Applicable site permits and associated plans, exhibits, calculations, and reports for agencies having jurisdiction over each project. The consultant shall be responsible for obtaining approvals from IDOT, the City of Chicago, the Village of Niles, and any other jurisdictional agency for the improvements.

Attend review meetings with any such agency if required to facilitate project approval. For any such meeting, provide a meeting agenda no later than two (2) business days prior to the progress meeting for Pace review and comment. The Consultant is responsible for the preparation and distribution of the meeting minutes, agenda and meeting attendance sign-in sheets.

- f) Coordinate with utility companies as required for any required relocations and new utility services for stations.
- g) At least ten (10) working days prior to requesting a meeting with Pace, the Consultant shall submit nine (9) hard copy sets of the 100% Construction Document submittal for Pace Quality Assurance/Quality Control (QA/QC) review and comment.
- h) Conduct one (1) progress review meeting during the 100% Construction Document Phase at the Pace Headquarters in Arlington Heights, Illinois for Pace to discuss its QA/QC comments. Provide a meeting agenda no later than two (2) business days prior to the progress meeting for Pace review and comment. The Consultant is responsible for the preparation and distribution of the meeting minutes, agenda and meeting attendance sign-in sheets. Reconvene meeting at the earliest opportunity if additional 100% Construction Document information must be developed by the Consultant and approved by Pace. However, if Pace has no comments requiring changes to these documents, Pace will advise the Consultant to reproduce and submit the required stamped and signed sets for bidding.

#### **4. Bidding Phase:**

Perform Bidding Phase services in accordance with the Consultant's contract for professional services.

### **D. Part C Contract Administration/Closeout Services**

#### **1. Construction Phase:**

Perform Construction Phase services in accordance with the Consultant's contract for professional services. The Consultant shall retain the services of a qualified construction materials testing agency(s) as a subcontractor (direct cost) to handle all construction material testing aspects (Quality Assurance) of delivered and installed materials. This testing agency(s) shall be identified on the consultants S100NF fee proposal. Include rate sheets for applicable testing services.

The construction materials testing agency(s) shall perform all necessary physical testing to verify all materials delivered to the site, installation processes, and installed results are in conformance with the intent and integrity of the drawings, specifications, and requirements of authorities having jurisdiction over the project.

**2. Post-Construction Phase:**

Perform Post-Construction Phase services in accordance with the Consultant's contract for professional services.

**VIII. Attachments**

Attachment 1: Station Design Criteria Memo dated October 10, 2014 (33 pgs.)

Attachment 2: Preliminary Site Plans dated September 25, 2014 (18 pgs.)

**END OF EXHIBIT A**

J:\Construction\Construction Record Document File Library\Boarding and Turnaround Facilities\ART Milwaukee Avenue\2015 On-Road Stations\Scope of Services\LIQ Documents\A-E Services Exhibit A - ART Milw 2015.docx

**ATTACHMENT 1 – 33 pgs.**

**STATION DESIGN CRITERIA MEMO**

# **STATION DESIGN CRITERIA AND PRELIMINARY SITE PLANS**

**PREPARED BY PACE'S PMO - HNTB ON OCTOBER 10, 2014**

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This memorandum is an update to a draft memorandum that was submitted to Pace on July 7, 2014. This update addresses additional feedback received from Pace and stakeholder agencies since the memorandum was first submitted. Responses to all comments received on the July submittal are included in this submittal under Appendix A. At this time it is anticipated that a third and final submittal of this memorandum will be completed in late October 2014, to reflect feedback received at the third station workshop held on October 7, 2014.

## ***OVERVIEW***

The Milwaukee Corridor Arterial Rapid Transit (ART) project was identified in Pace's Vision 2020 document as one of 24 corridors that would provide a regional network of premium transit services across Pace's six county service area. The Corridor begins at Golf Mill Shopping Center in Niles and runs 7.6 miles south along Milwaukee Avenue to the Jefferson Park Transit Center in Chicago. In future phases, ART service may be extended north from Golf Mill Shopping Center to Deerfield. The Milwaukee Corridor ART project will include 10 station locations, including two termini and eight intermediate stations, with intermediate stations spaced at intervals of  $\frac{1}{2}$  to  $\frac{3}{4}$  miles. Each intermediate station will include a pair of boarding platforms, with one located on each side of Milwaukee Avenue. In total, 18 boarding platforms are planned for the corridor (two for each intermediate station, and one for each terminal station).

This memorandum begins with an overview of the station types anticipated in the Milwaukee Corridor and documents considerations that will guide station and system design. Specific station features reflect input from Pace received during station design workshops held in December 2013 and February 2014 while numerous coordination meetings held with Pace staff, municipalities, and agency stakeholders informed station locations and preliminary site plans. A third station design workshop was held on October 7, 2014 with a focus on further developing station design aesthetics and application of the ART brand. Ongoing design work reflecting feedback received during that workshop will be incorporated into a revised final update of this technical memorandum.

The station design criteria, station layouts, and preliminary site plans presented in this memorandum represent the best available information available as of the date of publication. It is expected that further revisions to the

station site plans will be made as stakeholder coordination continues and as the project proceeds through the engineering phase.

## **STATION TYPES**

The Milwaukee ART will include eight intermediate stops in each direction of travel, a south terminal station at the Jefferson Park Transit Center, and a north terminal station serving Golf Mill Shopping Center for a total of 18 unique stations. Generalized locations for intermediate stations were first identified in 2010 and have been further refined in the current Project Definition task.

### **NORTH TERMINAL STATION**

The Golf Mill Shopping Center was recently sold and station improvements will need to be discussed with the new owner. There is the potential for a future transit center at or near Golf Mill Shopping Center where two ART lines (Golf and Milwaukee) may eventually converge, as well as up to eight local bus routes. The transit center facility will be pursued in a future phase; in the interim, Pace anticipates upgrading the existing stop (see Figure 1 and Figure 2) to reflect the ART brand and provide enhanced passenger amenities. The typical station design would be modified to accommodate the large number of local and ART buses that will serve and layover at the station.

### **SOUTH TERMINAL STATION**

It is anticipated that the Milwaukee Corridor ART will be allotted space at the existing off-street bus terminal at the Jefferson Park Transit Center, which currently serves both Chicago Transit Authority (CTA) and Pace buses. The transit center also serves the CTA Blue Line and the Metra Union Pacific / Northwest commuter rail line.

Jefferson Park Transit Center accounts for approximately one-third of all existing boardings on Pace's Route 270 service.

Jefferson Park Transit Center is owned and managed by the CTA. Due to planned upcoming renovations to the Jefferson Park terminal as part of the Blue Line reconstruction project, the CTA cannot currently commit to a location or design for a Pace ART station at the transit center. Based on coordination meetings with CTA staff, the renovations at Jefferson Park are anticipated to begin construction in the second or third quarter of 2016, which is similar to the anticipated schedule for construction and commencement of operation of Milwaukee Corridor ART service. The overall scope of improvements to the bus boarding area has not been finalized, but is anticipated to include a vertical marker (or a variation thereof) as well as aesthetic improvements and pavement replacement, but no major reconfiguration of the facility. Continued coordination with CTA will be necessary to ensure that an ART station or a vertical marker is incorporated into that project's design, or that a location is identified where

**FIGURE 1 – EXISTING GOLF MILL SHOPPING CENTER BUS STOP**



**FIGURE 2 – GOLF MILL SHOPPING CENTER ART STATION CONCEPT**



Pace may later construct such a station. As the project approaches and a construction schedule is developed, it may be necessary to identify an interim solution for both the form and location of a Jefferson Park ART station that will support ART at the commencement of service until the long-term planned redevelopment of the transit center is completed.

## **INTERMEDIATE STATIONS**

Intermediate stations along the Milwaukee Corridor ART route will typically consist of curbside stations serving buses in a mixed traffic lane. Stations at some locations will be served by buses stopping in the right-hand travel lane, while other locations will require buses to pull into the parking lane to board and alight passengers. Both conditions are consistent with existing Route 270 service along the corridor.

Specific site conditions and jurisdictional preferences and requirements will necessitate minor deviations from the standardized “typical” station design discussed in this memorandum. However, it is the consistent and distinct conveyance of a brand at these highly visible intermediate stations that will most influence rider perceptions of ART as a premium transit service. Milwaukee Avenue is under the jurisdiction of the Illinois Department of Transportation (IDOT) north of Elston Avenue in Chicago and for the entirety of the project corridor in Niles, and is signed as Illinois Route 21 north of Harlem Avenue. Milwaukee Avenue is controlled by the City of Chicago south of Elston Avenue. Both agencies have been consulted in the development of these design criteria and continued coordination will be needed throughout the station design, permitting, and construction processes.

## **KEY STATION DESIGN CONSIDERATIONS**

Station facilities will be among the most visible physical elements associated with ART service throughout the Pace system. Stations in the Milwaukee Corridor will establish a precedent that will eventually be far-reaching in the region and should balance the need to express permanence and consistency throughout the ART system with a desire to accommodate local community context and preferences.

At station workshops held in December 2013 and February 2014, Pace staff identified priorities for station design that addressed passenger comfort, safety, operations, and branding. These design priorities include station layout, amenities, and aesthetic considerations. These design priorities informed the development of the station feature set, i.e. the station functional requirements, and also provided insight in developing appropriate site-specific station solutions at the terminal stations, transit centers, or other stations that otherwise must differ from the standard layout. They also helped guide the development of design options that offer opportunities for local communities to customize some elements of the stations to reflect local community context.

The following bulleted lists describe the key design considerations that guided the development of preliminary station layouts and site plans.

### **PASSENGER COMFORT AND SAFETY CONSIDERATIONS**

- The Chicago region’s climate requires that adequate station enclosure be provided for waiting passengers.
- Stations must be fully compliant with the Americans with Disabilities Act (ADA), including enclosed shelters.
- Safety must be a primary consideration in all shelter designs.
- Nearby driveways may present challenges at some station locations and may require more specific design solutions to ensure that pedestrian-vehicle conflicts are minimized.



- Stations must preserve adequate sight distance and visibility for pedestrians, cyclists, bus drivers, and motorists.
- Stations in the vicinity of bicycle lanes must be designed to minimize bicycle-pedestrian conflicts as well as bus-bicycle conflicts.

#### **OPERATIONAL CONSIDERATIONS**

- Local bus routes operating within the corridor will stop at ART stations where applicable. This may include buses operated by both Pace and CTA.
- Stations must provide appropriate drainage for rain and snow within the public right-of-way (ROW) and cannot direct drainage toward buildings.
- The use of heated pavement should be considered wherever feasible for de-icing. The additional power requirements for all station heating elements must be proactively considered during station planning and design.
- Station platforms should be designed for clear, intuitive operational usage.
- Stations should be located to minimize impact to adjacent properties, sidewalks and access drives.

#### **STATIONS AND THE ADJACENT ROADWAY MUST BE LAID OUT TO ENSURE SAFE OPERATION OF THE BUS AS IT APPROACHES, DWELLS, AND DEPARTS THE STATION. BRANDING CONSIDERATIONS**

- Stations must provide a consistent user experience, even if their physical configuration will vary due to unique site or service conditions.
- Vertical markers that are separate from the shelter structure will serve as the primary visual expression of the ART brand, with level boarding platforms as another key distinguishing feature.
- Branding elements will be applied to the vertical marker, detectable warning strip, shelter finish, and shelter front panels.
- Communities' design options for stations could potentially include fence panels, shelter panels, artwork, landscaping elements, and pavement treatments.

#### ***STATION FEATURE SET***

This section reflects decisions regarding the station feature set that were made during the first two Station Workshops. Additional feedback received during Station Workshop #3, held on October 7, 2014, is currently being incorporated into ongoing design work and will be reflected, as appropriate, in a subsequent update to this document.

#### **SHELTERS**

- Each station shall include an enclosed shelter, to be furnished and installed by the construction contractor hired by Pace, based on approved design and palette options. If a double-length or otherwise enhanced station shelter is desired, it will be based upon the selected typical ART shelter.
- Shelters with side and front panels in addition to rear panels are desired for weather protection. For cleanliness and comfort, there should be a gap of approximately two to four inches between the shelter walls and the platform. The typical shelter will provide a display panel at the departing end. All other

panels will be transparent glass. Communities may opt to include an additional rear display panel or community-expression related graphics applied to the rear glass panels.

- The display panel at the departing end of the shelter shall accommodate a panel of advertising signage, community information, or service notices.
- All glass shelter panels should be vandal-resistant and have an anti-graffiti film or coating.
- Advertising panels on the shelter and the “Next Bus” sign on the vertical marker should be positioned to maximize visibility and sight lines at the stations.
- Shelter interiors must be wheelchair accessible.
- Shelters will have an angular roof made of metal. Shelters will not have flat or curved roofs.
- If required in the City of Chicago, Pace would accept JC Decaux shelters as long as the separate vertical marker and other station improvements are generally consistent with other ART stations.
- Shelters will provide overhead heating for passenger comfort in cold weather. Tamper-proof activation mechanisms, such as motion sensors, will be considered along with theft deterring hardware.
- Shelters shall provide seating for passenger comfort; seats will be flat, have seat dividers, and be made of recycled plastic.

## **STATION PLATFORMS AND LOADING AREAS**

- Each station shall include a vertical marker or signage element, incorporating the ART brand and informational signage. The vertical marker will be designed by Pace’s architectural-engineering consultant to be installed at an agreed-upon location. Details will be included in the construction plans and specifications which will be bid for construction. Said locations and details will be subject to local permit approval.
  - The vertical marker will be placed at each station so as to indicate to the bus driver the general front-door boarding location.
  - Sign height ordinances may limit the height of the vertical marker in some communities; in these locations, design options may be needed and the placement of reduced height markers will be especially important to maximize visibility of the station.
  - “Next Bus” signs will be located within the vertical marker and visible from the platform and the street. The signs should be visible from both sides of the marker.
  - In addition to the Next Bus display, additional signage incorporated in the vertical marker may include a static route map, wayfinding signage, and information on connecting CTA and Pace routes. All static information should be easily updated and modified.
  - If feasible, the vertical marker should be designed so that it can accommodate electrical power and control equipment sufficient to supply all electrical components at the station. This would eliminate the need for a separate electrical cabinet or allow for a more modest sized cabinet to accommodate special items such as station heating elements.
- Flag signs for local Pace routes do not need to be provided at ART stations. Transfer connections to local routes stopping at an ART station will be indicated on the vertical marker if applicable. CTA may continue to require flag signs at stations where CTA buses will stop; this should be coordinated with CTA.
- The typical station platform will include pedestrian access on both ends of the platform; however, alternative pedestrian access options will be considered on a case-by-case basis to accommodate site constraints.
- The typical station platform will provide near-level boarding at a height of 12” above the roadway surface.

- The platform will be separated from the surrounding pedestrian zone by pipe railing as the standard design, allowing for community expression in the form of panels mounted to the railing along the back of the platform.
- Railings will be provided along both sides of ramps, with railings placed far enough from the curb to provide clearance for buses and other passing vehicles.
- Standard concrete is assumed for platforms. The station pavement can be customized and serve as a community expression opportunity to include decorative color, scoring, and finish. Any customization that introduces substantial additional cost, such as brick pavers, will be coordinated with project partners, subject to cost sharing and partnership agreements.
- An electric pavement heating system sufficient for prevention of snow and ice buildup will be installed beneath ramps and platforms, thus mitigating slip hazards (see Appendix C for product information on the pavement heating system). Sites where Pace or others already complete snow removal, such as the Jefferson Park Transit Center, are exceptions to the need for a snow melt system. Due to the uncertainty regarding the capital and ongoing operations and maintenance costs of such a system, it is recommended that it be included in all station designs as a bid alternate.
  - The pavement heating systems and shelter heaters will be significant power draws when in operation (between 200A and 250A). Therefore, ComEd will need to evaluate the impact on the power distribution system along the corridor; coordination with ComEd will also be needed to locate a 120/240V power source and determine how it will route to the utility meters. The exception to this is at the Jefferson Park Station where no pavement heating is planned.
- A concrete bus loading pad 60 feet long and at least 10 feet wide (similar to the loading pad shown in Figure 3) will be installed adjacent to each station platform to provide a durable pavement solution for bus operations and to ensure an appropriate curb height tolerance at the boarding area. The concrete loading pad should be a minimum of 10 inches thick.



## **STATION FURNISHINGS AND AMENITIES**

- Bicycle storage will be provided at every station where feasible. Although a standard bicycle rack will be included in the typical ART station design, community or citizen groups may be involved in designing or selecting racks that may differ from the standard selection. Racks will allow for both front and rear wheel attachment, rather than being narrow in configuration. At least one rack, capable of accommodating two bicycles, will be provided at each typical ART station.
- Metal-body trash receptacles will be provided at every station. Trash receptacles should be 30 to 40 gallons and fire resistant. Receptacles shall be bolted to the station platform.
- The typical station will include an 18-inch wide landscaping strip behind the boarding platform where space allows and where appropriate based on the surrounding context. The landscaping will also provide a community expression option (subject to local commitments for ongoing maintenance).

- If the vertical marker cannot be designed to accommodate all electrical power and control equipment, a power and control cabinet will be installed. Where possible this enclosure will be installed behind the shelter, facing away from the road. This will avoid obstructing movement on the platform and minimize its visual appearance. The cabinet will be made of a brushed stainless steel designed for exterior installation with extra corrosion resistance to road salt. The enclosure will be mounted on a solid concrete foundation, which in most cases will be an extension of the boarding platform.
- Station security, including equipment, monitoring, and response, may be provided at the discretion of local communities. Pace will pre-wire or provide conduit at ART shelters for call boxes and/or cameras, but will not include these items in its typical station design.
- Ventra™ fare vending machines will be provided on the platform or in the shelter at terminal stations if they are not currently present, and may eventually be added to select intermediate stations as well.

### ***STATION LAYOUT CONCEPTS***

Station layout concepts were developed and refined through discussions with Pace at two station design workshops – held on December 10, 2013 and on February 11, 2014 – and subsequent conversations with staff. From these discussions, two station layout concepts (a “Typical” layout and a “Compact” layout) were established and have been used as the basis for the development of site-specific station layouts. The resulting Typical and Compact station layouts are presented in Figure 4 and Figure 5, respectively.

The “Typical” layout reflects the preferred station configuration in locations where the available ROW is not constrained. The “Compact” layout reflects a station configuration to be used in locations where ROW width and/or length are limited.

The **Typical Station Layout**, with a footprint of 60 feet by 12 feet, will consist of the following elements:

- A fully accessible cantilevered shelter structure is provided with rear, side, and front panels for weather protection. Front and rear panels will be glass, and the side panel toward the departing end of the platform will be a two-sided advertising/information panel. A wheelchair waiting area, bench, and additional standing waiting area are accommodated within the shelter. The shelter is approximately 16 feet long and five feet deep.
- A raised platform 12 inches above the roadway surface is accessed by accessible ramps at a 1:20 slope at either end.
- The rear of the raised platform will have railings. Railings will also be provided along both sides of each ramp.
- The boarding platform will be constructed to a height of 12 inches of concrete atop 4 inches of granular sub-base.
- A detectable warning strip will be provided at the open boarding edge of the raised platform. The strip will be of a uniform color which is yet to be determined pending completion of the ART system branding process. The warning strip will feature a yellow segment indicating the front door boarding area.
- A free-standing vertical marker will be located at the departing end of the platform, denoting the front door loading location, and including ART/Pace information and a “Next Bus” display. If feasible, the vertical marker will also contain all electrical power and control equipment, eliminating the need for a separate power enclosure.
- A trash receptacle and single bike rack, with capacity for two bicycles, will be provided next to the shelter opposite the boarding end of the platform.

- A landscaped bed shall be located along the back edge of the ramps and platform, irrigated in part via runoff from the shelter roof. The landscaped bed will feature drought-tolerant plants requiring minimal upkeep.
- If needed, the power and control cabinet will be located behind the shelter in line with the landscape strip, with the approximate dimensions of 84" H x 60" W x 18" D. The power and control cabinet will be equipped with two doors: one side of the cabinet will contain power distribution equipment while the other side will be designated for various control and communication equipment. The site's utility meter will be installed on the side of the cabinet adjacent to the 120/240V distribution panel. The dimensions indicated assume that all planned electrical components will be included in the station. If certain components, particularly the shelter heaters and/or pavement snow melt system are excluded, the required size of the electrical cabinet will be reduced.
- Removal of existing sidewalk and existing curb and gutter will be required in the proposed station area. Per individual station site plans, concrete curb and gutter will be reconstructed with gutter widths matching existing conditions (either B6.12 or B6.24) unless otherwise specified. The height of the barrier curb will follow the height of the proposed platform and slope from the existing curb height to the 12 inch curb along the boarding platform area.
- A bus loading pad will provide for consistent platform-to-roadway height tolerance at the loading edge of the platform. Per Chicago Department of Transportation (CDOT) standards, the bus pad will consist of 10 inches of concrete pavement atop 8 inches of granular sub-base. The concrete pad is to be tied to the existing pavement and curb & gutter with dowel bars, and joint sealer is to be poured around the perimeter of the pad. The bus pad should extend at least 10 feet from the gutter, or to the pavement joint, whichever distance is greater.
- The electric snow melt elements will be embedded in the concrete platform and ramps and thus will not be visible. (Snow melt elements can be detected prior to any future concrete penetrations, and can be repaired if inadvertently damaged.)

The **Compact Station Layout**, with a footprint of 45 feet by 10.5 feet, differs from the Typical Station Layout only in the following ways:

- The shelter structure is shorter (12 feet long instead of 16 feet), with the same depth as the typical station shelter, and providing adequate space for a bench and wheelchair waiting area.
- The raised platform is reduced in length, with access ramps at a 1:12 slope at both ends.
- The bicycle rack on the raised platform is eliminated.
- The landscape bed is eliminated.

Individual station designs will require further deviations from these two basic templates to accommodate unique site characteristics and ROW constraints.

In addition, Pace requested that a station template with additional bicycle storage be developed. This option, accomplished by moving bicycle storage behind a narrowed access ramp, is depicted in Figure 6.

FIGURE 4 – TYPICAL STATION LAYOUT

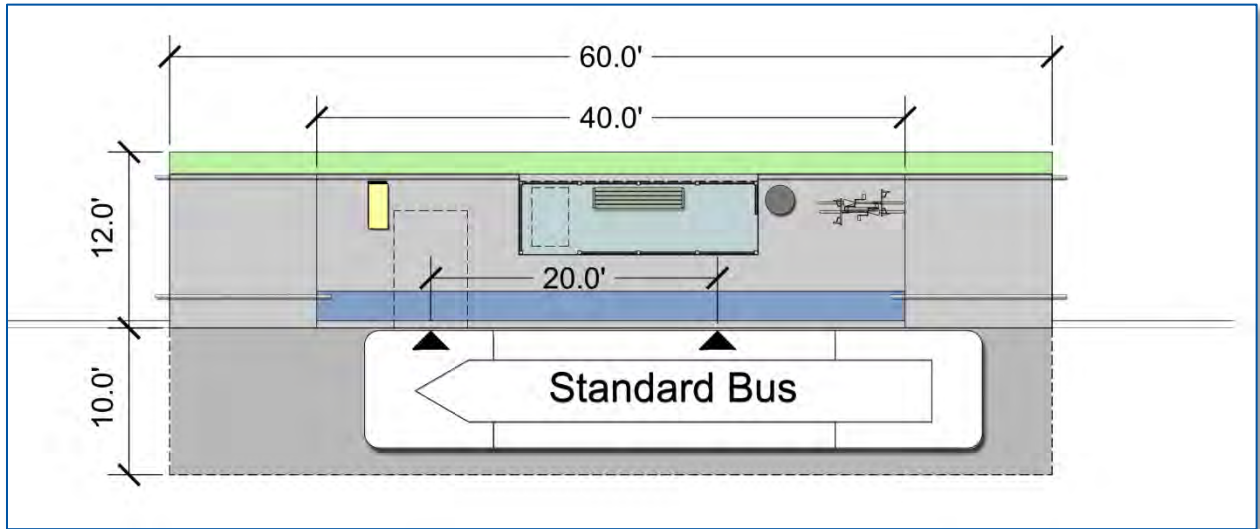


FIGURE 5 – COMPACT STATION LAYOUT

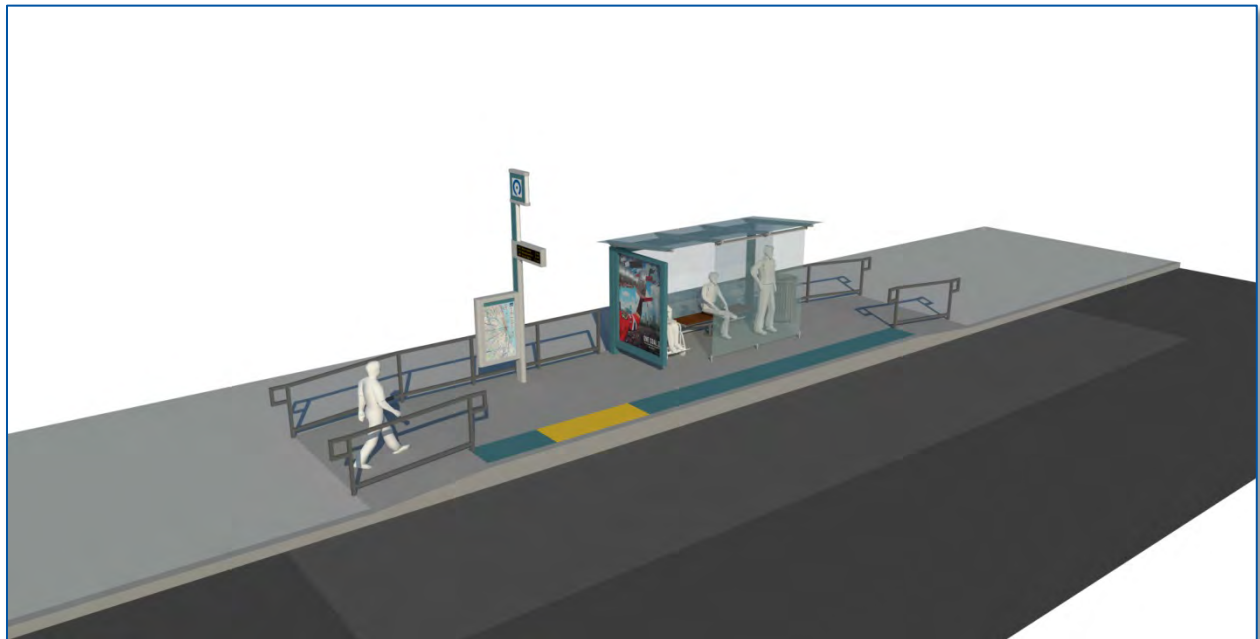
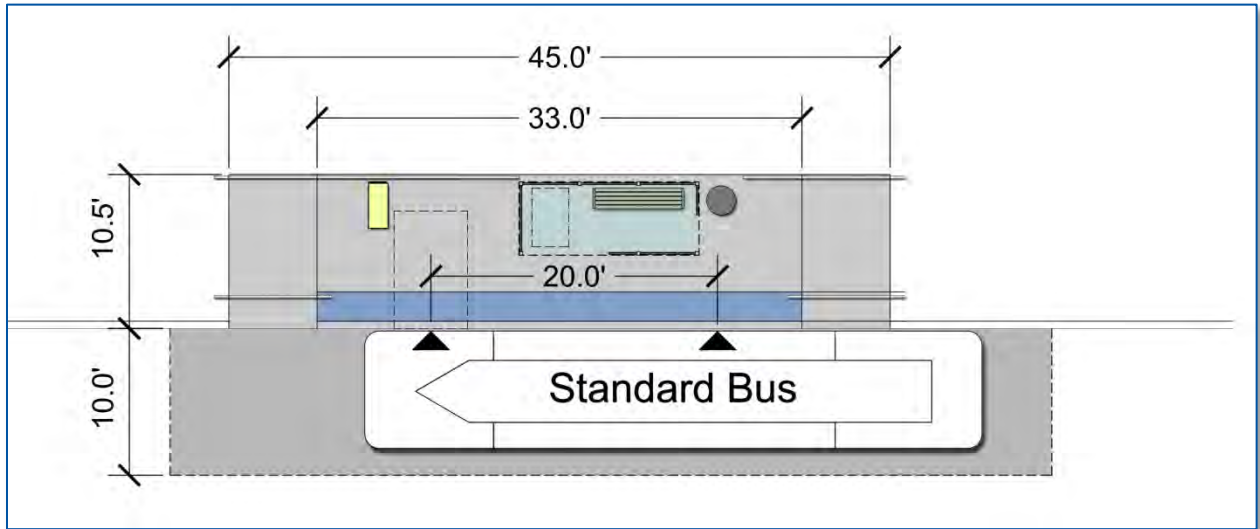
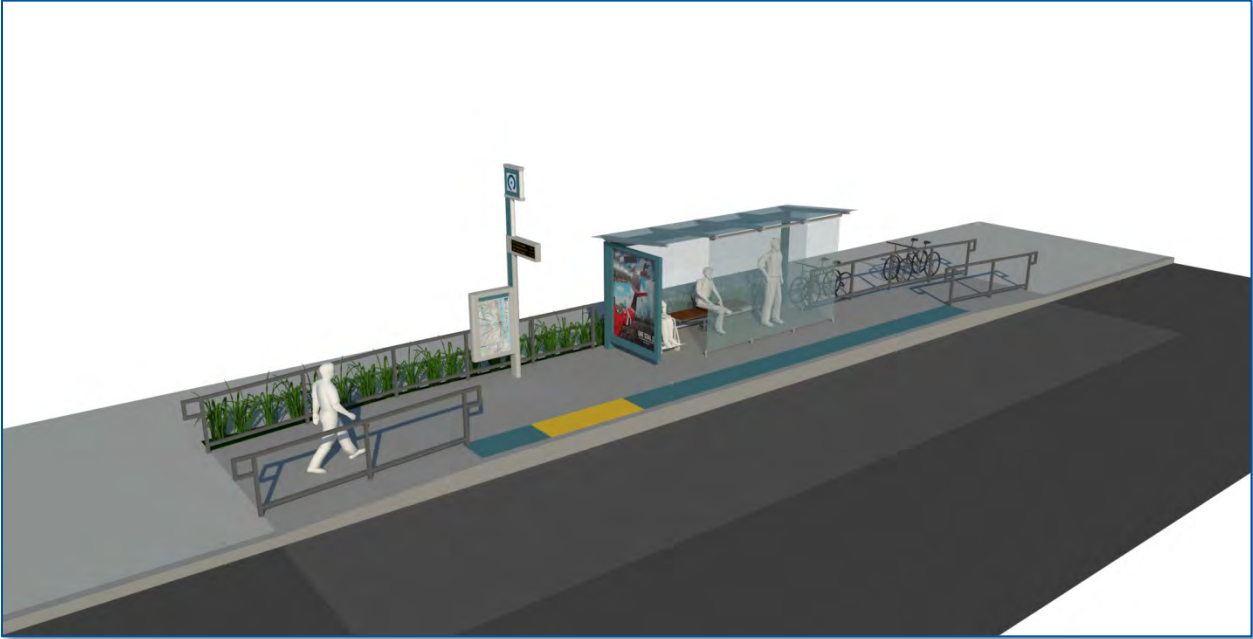


FIGURE 6 – TYPICAL STATION LAYOUT FEATURING ADDITIONAL BICYCLE STORAGE





## **STATION LOCATIONS AND PRELIMINARY SITE PLANS**

### **BACKGROUND**

Generalized station locations were originally documented in a 2010 study conducted by Pace, which identified preferred northbound and southbound station locations for all intermediate stations, as well as the terminal stations. The 2010 study identified major intersections at which stations should be located, and indicated a preference for near- or far-side station locations, but did not identify precise station sites. In November 2013, the PMO submitted a memorandum to Pace focused on particular station sites at each general station location. For each site, the previously identified Pace-preferred site was noted, as well as one or more potential alternative sites identified by the PMO. Strengths and weaknesses of each potential site were evaluated and documented. One or more sites were recommended for continued consideration subject to Pace approval and subsequent coordination with other project stakeholders, including the Chicago Department of Transportation (CDOT), Chicago Transit Authority (CTA), Village of Niles, Illinois Department of Transportation (IDOT), the Federal Transit Administration (FTA), and local Chicago aldermen. An additional memorandum submitted in March 2014 presented an update on the selection of station sites. With the March 2014 memorandum fewer alternative sites remained under consideration reflecting stakeholder feedback and coordination.

In April 2014, the PMO presented preliminary site plans for each station site to Pace. Based on discussion with Pace and subsequent coordination with the Village of Niles and CDOT, a preferred site plan has been identified for each station site and further refinements have been made to each preferred site plan and to the alternate site plans, where applicable.

The following sections present the station sites currently preferred by Pace as well as the preliminary site plan for each station site. A brief summary of the current status of planning at each site is presented, as well as an assessment of potential property impacts, utility impacts, and ROW impacts. The detailed preliminary site plans for each station are contained in Appendix B and will be referenced frequently in the following sections.

For the station locations where more than one site remains under consideration or where multiple plans for the same site have been developed, a preferred site plan is presented, along with an identified alternate. In Appendix B, the alternate site plans are presented following the full set of preferred site plans, under a separate "Alternative Station Layouts" flysheet.

It should be noted that the preliminary stations include upgrades for ADA compliance that are not directly related to the proposed station but would enhance pedestrian access in the vicinity of the station. There is a possibility that implementing such improvements could trigger a request for expansion of ADA improvements to nearby intersections or from one corner of an intersection to the full intersection, which could impact Pace's budget for this project. In this event, Pace may wish to remove ancillary ADA improvements rather than agree to the expanded request. Therefore, the PMO recommends that in the engineering and construction phases, ancillary ADA improvements be included as a bid alternate.

**GOLF MILL SHOPPING CENTER**

- Municipality: Village of Niles
- Owner: Golf Mill Shopping Center
- Cross Section: Parking lot, 2-lane perimeter drive

At system startup, the northern terminal of the Milwaukee Corridor ART will use the existing Pace stop on the south side of the Golf Mill Shopping Center, as shown in Figure 7. The stop is located within the mall parking lot directly south of the entrance to the J. C. Penney store.

**FIGURE 7 – PROPOSED STATION SITE, GOLF MILL SHOPPING CENTER**



As shown on the station layout sheet (Appendix B), the proposed layout for Golf Mill Station consists of an elongated version of the Typical Station (see Figure 4) to accommodate multiple simultaneous arrivals, due to the high volume of buses that serve the site. The site plan also proposes to remove approximately five parking stalls adjacent to the station, which would allow for the creation of a larger landscaped area and a walkway to the mall entrance. Such improvements, while not necessary to establish a functional station, would enhance the site and better establish it as a terminal serving both ART and multiple local routes. The station layout also includes two shelters, extra bicycle storage, and a Ventra ticket vending machine.

As an action independent of the Milwaukee Corridor ART project, Pace is considering developing a transit center at or near the shopping center, though a potential timeframe for this development has not been established. Several potential locations have been identified and are documented in a separate memorandum transmitted from the PMO to Pace on January 24.

#### SITE CONSIDERATIONS

The proposed station at Golf Mill Shopping Center is located within a privately owned parking lot. No underground utility information was obtained for this location. Potential utility conflicts at this site should be investigated by means of a survey conducted during the design phase and in coordination with the property owner.

#### NEXT STEPS

The preliminary site plan has not yet been presented to the current owner of the mall, which was recently sold. Coordination meetings should be scheduled between Pace, the Village of Niles, and the new owners. A coordination meeting was held in January 2014 with the management company for the previous owner, in which general support was voiced for the ART concept and the proposal for a station at the current site. However, it is unknown whether the change in ownership will impact that support. Pace and the PMO are coordinating with the Village of Niles to arrange a meeting with the new owners of the mall.

#### DEMPSTER STREET

- Municipality: Village of Niles
- Jurisdiction: IDOT
- Cross Section: 7 lanes
- Parking: none

Preferred station sites have been identified for Dempster Street, but are contingent upon improvements to the pedestrian environment at the intersection. With the current local service, bus stops are provided on both sides of the intersection in both directions of travel due to the inhospitable and unsafe pedestrian environment at the intersection. There are also gaps in the sidewalk network and numerous local access driveways that make the placement of an ART station challenging.

Figure 8 shows the preferred Dempster Street station sites, which are located on the far side of the intersection in each direction. The northbound station is located several hundred feet beyond the intersection based on the lack of a suitable site closer to the intersection. If the preferred sites are infeasible due to significant challenges in improving the pedestrian conditions, the alternative station sites at Ballard Road are also shown.

To address the deficiencies in pedestrian accommodations across Dempster Street, the station designs for the Dempster ART stations include upgraded pedestrian access including restriped crosswalks and a full set of new, ADA compliant curb ramps.

**FIGURE 8 – PREFERRED DEMPSTER STREET STATION SITE, AND ALTERNATIVE BALLARD ROAD SITE**



## SITE CONSIDERATIONS

### NORTHBOUND STATION

The preferred northbound station at Dempster Street is located at the northern end of the existing Budget Rental Truck property. This is the only location where a station would not adversely impact ingress, egress, or circulation within existing parking lots. The station platform would be constructed along the existing curb line, and buses would stop in the existing auxiliary travel lane. A typical 60 foot platform length is anticipated, with the 18 inch landscaping strip removed due to space constraints, resulting in a 10.5 foot platform width rather than the typical 12 foot platform width.

The station would be sited between an existing sign post in the Budget parking lot and the existing curb line. The sign post currently creates unusable space and limits the circulation on this property; siting of the station in this space will not further impact site circulation. The station will also not adversely impact access to a gated area where trucks are parked or to the two existing parking spaces located on the southwest corner of the property. The station would require a permanent easement for it to be constructed partially on private property.

For adequate pedestrian access, approximately 200 feet of new sidewalk must be added beginning at the Dempster intersection and extending north. In order to install a 5-foot sidewalk, two existing IDOT street lights must be moved. There is sufficient space within the existing ROW to relocate the lights to the back of the sidewalk

and still provide a minimum 4 foot clearance for ADA accessibility. There is no alternative to relocating the light poles, since the ROW is extremely constrained in this area. However, a lighting analysis study should not be required for this relocation as the minimal distance for the lights to be relocated should yield a negligible impact on street lighting conditions.

#### **SOUTHBOUND STATION**

The preferred southbound station at Dempster Street is located at the southwest corner of Milwaukee Avenue and Dempster Street. Records provided by IDOT and the Niles GIS data appear to show that the cemetery fence line does not follow the property line, indicating that the station would be constructed partially on private cemetery property in spite of the design not impacting the existing fence line. A permanent easement would therefore be needed. No adverse impacts would occur within fenced area of the cemetery. It should be noted that the above referenced records also indicate that the existing bus shelters on both the Dempster Street and Milwaukee Avenue sides of the corner may have been built partially on private property.

One light pole would require relocation of approximately one to two feet, which should not require a lighting analysis study.

Because of the lack of sidewalk connectivity to the south and west of this station location, it is especially important that safe pedestrian access across Milwaukee Avenue and Dempster Street be provided. Furthermore, the current pedestrian crossing across Dempster Street is not ADA compliant. Improvements to the Dempster Street and Milwaukee Avenue pedestrian crossings to make them ADA compliant will be necessary and must be coordinated with IDOT during the design phase.

#### **BALLARD ROAD ALTERNATIVE**

Should the preferred Dempster Street station locations be infeasible due to constructability, permitting, or pedestrian access constraints, alternative northbound and southbound stations would be sited at Ballard Road, approximately one quarter mile north of the preferred sites. These stations would be constructed within the existing ROW, primarily along the parkway between the sidewalk and the roadway.

In the northbound direction, a compact 12 foot by 45 foot station platform is proposed. A longer platform would require relocation of an additional light pole. In the southbound direction, a typical 12 foot by 60 foot station platform is proposed. No significant impacts on ROW, utility, and property are anticipated.

#### **MAIN STREET**

- Municipality: Village of Niles
- Jurisdiction: IDOT
- Cross Section: 5 lanes
- Parking: Northbound side only

The southbound and northbound stations will both be located north of Main Street, as shown on Figure 9.

#### **SITE CONSIDERATIONS**

##### **NORTHBOUND STATION**

The northbound station at Main Street is located in the parkway just to the north of the existing gas station driveway. The station would be located within the existing curb line and the bus would stop in the parking lane, outside of the right travel lane. A typical 12 foot by 60 foot station platform is proposed. There is sufficient ROW

available to construct a station here without property impacts. This location contains street parking, and the station would displace several parking spaces. The design of this station will be coordinated with the Village of Niles to consider the potential effect and mitigation measures for this loss of parking. Removal of a nearby Pace bus stop south of Main Street may allow for the restoration of some displaced parking.

One street light would need to be relocated approximately 10 feet. A water valve manhole and a sanitary manhole would need to be raised and incorporated into the station platform. A tree would also need to be removed. Locating the station further north to avoid utility impacts was investigated. However, since the residential units all have water and sewer service connections, there was no advantage to relocating the station. As currently designed, water and sewer lines run under the proposed concrete pad location and should be verified during design.

**FIGURE 9 – PROPOSED STATION SITES, MAIN STREET**



### SOUTHBOUND STATION

The southbound station at Main Street is located on the northwest corner of the intersection, adjacent to Maryhill Cemetery. The proposed station will be located just to the north of the existing bus shelter location, which will provide sidewalk access to the level boarding platform. The station would be located within the existing ROW, maintaining the current curb line. The bus would stop in the existing right travel lane, consistent with the existing service pattern. A 10.5 foot by 60 foot station platform is proposed. The landscaping strip included in the typical station design would be excluded due to ROW constraints.

There is currently no sidewalk along the cemetery to the north of the existing bus stop. This may be added by the Village of Niles or the cemetery in the future. The station platform will be constructed with a northern ramp providing access to any future sidewalk.

No utility relocations or adjustments would be necessary at this location. Water and sewer lines run under the proposed concrete pad location and these should be verified by means of a survey during design and prior to construction.

**OAKTON STREET / OAK MILL MALL**

- Municipality: Village of Niles
- Jurisdiction: IDOT
- Cross Section: 5 lanes
- Parking: None

The proposed station sites for the Oakton Street / Oak Mill Mall stations are shown in Figure 10. The sites are proposed for the far side of the signalized Oak Mill Mall entrance intersection.

**FIGURE 10 – PROPOSED STATION SITE, OAKTON STREET / OAK MILL MALL**



## SITE CONSIDERATIONS

### NORTHBOUND STATION

The northbound station site is north of the signalized intersection with the Oak Mill Mall entrance. The station would be placed along the sidewalk between the two driveways to the parking lot serving Jerry's Fruit & Garden and McDonald's. A 10.5 foot by 60 foot station platform is proposed. The landscaping strip included in the typical station design would be excluded due to ROW constraints. The platform would cover both the parkway and the existing sidewalk.

There are no utility impacts anticipated for this station. However, water main and sewer run under the proposed concrete pad. These utility locations should be verified during design and prior to construction. With over 100 feet of existing curb line between the two driveways, adverse impacts to sight distances and safe access/egress to the parking lots are not anticipated.

### SOUTHBOUND STATION

In the southbound direction, the station will be constructed south of the signalized entrance to the Oak Mill Mall, adjacent to the mall property, where a Pace bus stop and bus shelter are currently located. The station would be constructed on the parkway within the existing ROW and maintaining the current curb line. A sidewalk would continue behind the station. A typical 60 foot station platform is proposed, with the landscape strip expanded beyond its typical 18 inch width to meet the existing sidewalk. There are no utility impacts anticipated for this station.

## HARLEM AVENUE / HOWARD STREET

- Municipality:
  - City of Chicago (Preferred Northbound site)
  - Village of Niles (Southbound and Alternative Northbound sites)
- Jurisdiction: IDOT
- Cross Section: 5 lanes
- Parking: None
- 2015 Chicago Alderman: Mary O'Connor, 41<sup>st</sup> Ward

Figure 11 shows the proposed station sites at the intersection of Milwaukee Avenue, Harlem Avenue, and Howard Street. This location is also the northern terminus of the proposed near-term Harlem ART corridor. Therefore, in addition to site suitability considerations, the optimal station site should be as close to Harlem Avenue as possible to facilitate future transfers between ART routes as well as the potential for long term development of a shared station facility.

## SITE CONSIDERATIONS

### NORTHBOUND (CENTRAL PLATFORM OPTION)

The preferred northbound station site is immediately north of Harlem Avenue adjacent to the White Castle restaurant parking lot. To facilitate transfers between the Milwaukee and Harlem ART corridors, a shelter would be located in the landscaped triangular area south of the restaurant and parking lot, between Milwaukee and Harlem avenues. Because the restaurant has a large sign post located within the triangular area, a permanent easement would be the appropriate mechanism for constructing the station on this privately owned land. Outright acquisition would be infeasible without impacting the White Castle sign.



This location is within the City of Chicago although most surrounding land is in Niles. To provide additional clearance for the bus in the right travel lane, the existing B6.12 curb and gutter would be moved back one foot and reconstructed from the corner to the first driveway to provide a 24 inch gutter. The travel lane itself would remain unchanged. One light pole would also need to be relocated. Water and sewer locations should be verified during design and prior to construction.

**NORTHBOUND (ALTERNATIVE LOCATION)**

If the preferred station location is not possible due to unsuccessful coordination with the landowner or other constructability concerns, an alternate location is proposed north of Howard Street, in Niles. A typical 12 foot by 60 foot station platform would be proposed at this site, with the existing sidewalk passing through the station. One light pole would need to be relocated in order to use this location. No other utility impacts are expected. Water mains are located under the proposed station location, but would not be impacted by the construction.

**FIGURE 11 – PROPOSED STATION SITES, HARLEM AVENUE / HOWARD STREET**



**SOUTHBOUND**

The southbound station is located immediately south of Harlem Avenue, adjacent to a small landscaped parcel. The parcel is owned by the City of Chicago, but is located within the Village of Niles and leased to the Village. Existing Pace bus stops are located adjacent to this parcel on both the Milwaukee Avenue and Harlem Avenue sides. A typical 12 foot by 60 foot station platform is proposed. Based on coordination discussions with CDOT, a

relocated sidewalk will be constructed behind the platform. The station will require the granting of a permanent easement from the City of Chicago for the portion of the station that extends outside the public ROW.

The proposed location would require relocation of a light pole, two benches, and a trash receptacle. One tree would need to be removed. There is a sewer line running below the proposed concrete pad, which should be verified during design and prior to construction.

## TOUHY AVENUE

- Municipality: Village of Niles
- Jurisdiction: IDOT
- Cross Section: 5 lanes
- Parking: None

Figure 12 shows the proposed station sites at Touhy Avenue. Both station sites are located south of the intersection, adjacent to existing Pace bus stops.

FIGURE 12 – PROPOSED STATION SITES, TOUHY AVENUE



## SITE CONSIDERATIONS

### NORTHBOUND

The northbound station is located adjacent to a retail development which has a pedestrian plaza and outdoor seating along Milwaukee Avenue. A compact 10.5 foot by 45 foot station platform is proposed to preserve

appropriate circulation around and through the outdoor seating area. Private property acquisitions are not anticipated, though a permanent pedestrian easement may be required. There is an existing Pace bus shelter located in the pedestrian area. It would need to be removed and one light pole would need to be relocated. There are underground gas and electric lines below the proposed station location. These should be verified during design and prior to construction.

#### **SOUTHBOUND**

The southbound station is located approximately 30 feet south of the Niles Veterans Memorial and public plaza, in the vicinity of the existing Pace bus stop and shelter. The station would also be immediately east of Newark Avenue, which ends in a cul-de-sac adjacent to Milwaukee Avenue. A typical 12 foot by 60 foot station platform is proposed. The station platform would obstruct the existing pedestrian connection to the cul-de-sac, and a replacement connection is proposed at the south end of the platform. The existing Milwaukee Avenue sidewalk would pass through the station platform.

In addition to the relocated sidewalk connection to the cul-de-sac, one light pole would need to be relocated. There are water and electric lines below the proposed station location, and sewer lines under the concrete pad location. These should be verified during design and prior to construction.

#### **HAFT STREET / HIGHLAND AVENUE**

- **Municipality:** City of Chicago
- **Jurisdiction:** IDOT
- **Cross Section:** 5 lanes
- **Parking:** Both sides
- **2015 Chicago Alderman:** Margaret Laurino, 39<sup>th</sup> Ward

Figure 13 shows the proposed station sites at Highland Avenue and Haft Street. These station sites serve the nearby major intersection of Milwaukee Avenue, Devon Avenue, and Nagle Avenue. These sites were selected as the nearest locations where a station could be feasibly constructed without major impacts on the ROW and private property.

Since the prior submittal of this memorandum, the station designs for this location have been substantially revised, reflecting input from CDOT. In coordination meetings held in June 2014, CDOT officials expressed concern they and the local alderman have about the lack of safe pedestrian crossings in the immediate vicinity of the station, as well as potential bus-bicycle conflicts arising from the existing bicycle lane on Milwaukee Avenue.

In response to those comments and in consultation with CDOT, a revised station design concept was developed for both the northbound and southbound stations at Haft Street and Highland Avenue. Whereas the previous design showed the ART stations constructed within the existing roadway atop the parking lane, the revised designs move the stations further into the roadway while routing the bicycle lane behind the station in the space between the station and the sidewalk. In addition, new pedestrian amenities are proposed, including a high-visibility crosswalk at Haft Street and a rectangular rapid-flashing beacon (RRFB). Product information for RRFBs is provided in Appendix D.

FIGURE 13 – PROPOSED STATION SITES, HAFT STREET / HIGHLAND AVENUE



## SITE CONSIDERATIONS

### NORTHBOUND

The northbound station is located at the southeast corner of Milwaukee and Highland Avenue, just north of an existing Pace bus stop and approximately 500 feet south of Devon Avenue. A 10.5 foot by 60 foot station platform is proposed, to be constructed on a “transit island” within the existing roadway. The transit island would extend to the curbside edge of the existing right-hand travel lane, atop an existing bicycle lane and parking lane. The bicycle lane would be rerouted behind the ART station, which would require removal of approximately three feet out of the existing 13-foot wide sidewalk. Constructing a transit island at this location is consistent with both the City of Chicago’s Complete Streets goals and Pace’s Transit-Supportive Design Guidelines. The design would maintain a separate pedestrian zone behind the station and within the existing public ROW. To facilitate safe pedestrian access to the ART station, the bicycle lane would be elevated to the height of the sidewalk as it passes behind the station, but would still be below the height of the station platform (see Figure 14) . This, combined with high-visibility crosswalks connecting the station to the sidewalk, would act as visual cues to remind cyclists that pedestrians have the right of way.

There is a water main below the proposed concrete pad location, but this will likely not be impacted by the proposed construction. Underground electric conduit also runs under the concrete pad. This should be verified during design and prior to construction.

**FIGURE 14 – NORTHBOUND HIGHLAND STATION**



### **SOUTHBOUND**

The southbound station is located to the north of Haft Street in the vicinity of an existing Pace bus stop and shelter. A 10.5 foot by 60 foot station platform is proposed, constructed on a transit island aligned with the curbside of the southbound right-hand travel lane. Similar to the northbound station, the southbound bicycle lane would be routed behind the ART station, requiring removal of approximately three feet of the 13 foot wide sidewalk. This design would allow for a separate pedestrian zone behind the station without acquiring ROW or permanent easement from the abutting First Chicago Bank and Trust. The proposed rerouted bicycle lane would be elevated to the height of the adjacent sidewalk as it passes behind the ART station, but would still be below the height of the station platform. High-visibility crosswalks would connect pedestrians across the bicycle lane from the sidewalk to the station.

The bank currently has two driveways, one of which would need to be closed in order to accommodate the proposed station. The driveway proposed for closure is an exit-only driveway, while the adjacent driveway is currently configured for two-way traffic. Closure of the one-way driveway will not impact vehicle circulation in the parking lot. The remaining driveway may need to be widened slightly to a 24-foot width, which is recommended to accommodate two-way traffic.

A gas line is present below the proposed concrete pad location. This should be verified during design and prior to construction.

### **AUSTIN AVENUE / ARDMORE AVENUE**

- Municipality: City of Chicago
- Jurisdiction: CDOT
- Cross Section: 5 lanes
- Parking: Both sides
- 2015 Chicago Alderman: John Arena, 45<sup>th</sup> Ward

The proposed Austin Avenue and Ardmore Avenue station sites are shown in Figure 14. This complex intersection encompasses the junctions with both Austin Avenue and Ardmore Avenue. Both stations are proposed for the far sides of the intersection, past both intersecting roads.

As shown in Figure 14, the station locations at this intersection remain classified as “preferred” rather than “selected”. This distinction reflects the ongoing design process being conducted by CDOT as part of the Milwaukee Avenue Complete Streets project. CDOT’s project has the potential to modify the existing roadway cross-section, impacting the proposed station sites and layouts at the Austin / Ardmore location. The preliminary designs presented in this technical memorandum are based upon existing conditions and are intended to be compatible with a range of future roadway configurations currently being considered by CDOT.

Additionally, in an effort to address CDOT concerns regarding bicycle-bus conflicts, alternative designs have also been prepared which route the existing bicycle lane behind the ART station. The alternative designs presented for this station location were based on the prototype design developed for Haft Avenue and Highland Street. Pending review comments from CDOT on these designs, the alternative Austin/Ardmore designs may become the preferred alternatives.

FIGURE 15 – PROPOSED STATION SITES, AUSTIN AVENUE / ARDMORE AVENUE



## SITE CONSIDERATIONS

### NORTHBOUND (PREFERRED ALTERNATIVE)

The northbound station is located on the corner north of Austin Avenue. A typical 12 foot by 60 foot station platform is proposed. All station improvements would be within the public ROW, atop the existing sidewalk. The station is adjacent to the Chase Bank parking lot, which contains a small park/seating area at the southern point of the triangle-shaped parcel. ADA sidewalk access would occur via the platform area rather than behind it, due to ROW constraints. Buses serving this station would pull out of the travel lane and stop within the existing parking lane. This would impact approximately six existing unmetered parking spaces.

There are water main and electric lines under the proposed station and concrete pad location, which should be verified during design and prior to construction. However, adverse impacts to these utilities are not anticipated.

### NORTHBOUND (PEDESTRIAN TREATMENT ALTERNATIVE)

An alternative design for the northbound station was developed to reduce bicycle-bus conflicts by moving the ART station into the roadway on a transit island, with the existing bicycle lane routed behind the station. This would require the removal of approximately four to five feet of the existing 14 foot wide sidewalk, but would also preserve a separate pedestrian zone behind the station, which does not exist under the preferred design. The

bicycle lane would elevate to sidewalk height as it passes behind the ART station, but would still be below the height of the station platform. High visibility crosswalks would link the sidewalk to the station platform.

#### **SOUTHBOUND (PREFERRED ALTERNATIVE)**

The southbound station is south of Austin Avenue in front of the corner parcel, which is currently occupied by Illinois Title Loan. Space for a station was significantly constrained by the available length of curb between the intersection and a nearby driveway, as well as by the proximity of the adjacent business to the property line. Therefore, a 12 foot by 40 foot compact station and a bus bulb are proposed to minimize impacts to the property. The station would be further shortened by eliminating one of two ADA access ramps to avoid routing pedestrian traffic into the path of the adjacent driveway. The eliminated ramp, on the departing end of the platform, would be replaced by a step directly off the rear of the platform.

This layout would avoid impacts to the adjacent parking lot as well as the business abutting the station to the west. The proposed bus bulb would extend approximately six feet into the roadway, atop an existing parking lane, and would be aligned with the curbside edge of the existing bicycle lane. A separate pedestrian zone would be preserved behind the station via a remaining nine foot wide sidewalk. A fire hydrant would need to be relocated to accommodate the bus bulb.

#### **SOUTHBOUND (PEDESTRIAN TREATMENT ALTERNATIVE)**

As with the northbound station, an alternative design was developed for the southbound station at Austin Avenue and Ardmore Avenue which moves the ART station further into the roadway with the existing bicycle lane rerouted and elevated to sidewalk height as it passes behind the station, but set below the height of the station platform. The station would be aligned with the curbside edge of the southbound right-hand travel lane. Approximately five feet of existing sidewalk would be removed to accommodate the relocated bicycle lane.

### **CENTRAL AVENUE**

- Municipality: City of Chicago
- Jurisdiction: CDOT
- Cross Section: 5 lanes
- Parking: Both sides
- 2015 Chicago Alderman: John Arena, 45<sup>th</sup> Ward

The proposed Central Avenue station sites are shown in Figure 15. Both stations are proposed for the far side of the intersection. As previously noted, CDOT is currently in the design phase of a planned reconfiguration of Milwaukee Avenue which may alter the roadway cross section in the vicinity of the Central Avenue intersection. Therefore, the final decision regarding the station location at Central Avenue will be made in coordination with CDOT and with CTA, which also operates several bus routes through this intersection.

As with the location at Austin Avenue and Ardmore Avenue, alternative designs for both the northbound and southbound Central Avenue ART stations have been developed which incorporate additional pedestrian-friendly design elements and reduce bus-bicycle conflicts. Pending review comments from CDOT, these alternative designs may become the preferred designs.



FIGURE 16 – PROPOSED STATION SITES, CENTRAL AVENUE



## SITE CONSIDERATIONS

### NORTHBOUND (PREFERRED ALTERNATIVE)

The northbound station is located north of Central Avenue. A private parking lot is located adjacent to the proposed station. The parking lot is shared by a liquor store and a restaurant, and includes two driveways accessing Milwaukee Avenue with a third driveway accessing Central Avenue. A typical 12 foot by 60 foot station platform is proposed, which would be located within the existing ROW and aligned with the curb line atop the existing sidewalk. Pedestrian circulation would be through the station platform, rather than behind it, due to ROW constraints.

The proposed station location would require closure of the driveway on the south end of the parking lot accessing Milwaukee Avenue. To mitigate this impact, a new exit-only driveway is proposed on Central Avenue. Preliminary discussions with CDOT indicate that the agency is also looking at closure of this driveway due to its proximity to the intersection. The proposed driveway relocation would have no net impact on parking spaces in the private lot.

The proposed station would also require removal of one tree. Gas lines, underground electric, and a water main run beneath the proposed concrete pad area. These should be verified during design and prior to construction.

#### NORTHBOUND (PEDESTRIAN TREATMENT ALTERNATIVE)

The alternative design for the northbound Central Avenue station relocates the boarding platform from the sidewalk to a transit island atop the existing parking lane, with the platform curb aligned to the northbound right-hand travel lane. A 10.5 foot by 60 foot station is proposed. As with other stations with this type of configuration, routing the bicycle lane behind the station would require the removal of approximately four feet of existing sidewalk, leaving nine feet of remaining sidewalk width. As with the other designs, the bicycle lane would be set below the height of the station platform. This design also preserves a separate pedestrian zone, as opposed to the preferred alternative in which pedestrians would pass through the platform itself.

The alternative design would still require the closure of one of the two driveways on Milwaukee Avenue, to be relocated to Central Avenue. One traffic signal would need to be relocated with this design, in addition to the impacts of the preferred alternative.

#### SOUTHBOUND (PREFERRED ALTERNATIVE)

The southbound station is located on a publicly owned triangular parcel bounded by Milwaukee Avenue to the northeast, Central Avenue to the west, and Foster Avenue to the south. This is the site of an existing bus stop with shelter, shared by several Pace and CTA bus routes. Given the high volume of buses at this location, a longer version of the typical 12 foot wide platform is proposed at a length of 110 feet. A second ART shelter, bicycle rack, and bench are proposed for this enlarged station. The station would be constructed on the existing sidewalk and buses would serve the station from the existing auxiliary travel lane, which is currently used primarily by buses at this stop.

To maintain separate pedestrian circulation through this busy station, a new sidewalk is proposed behind the station. There are no anticipated utility impacts in this location.

#### SOUTHBOUND (PEDESTRIAN TREATMENT ALTERNATIVE)

The alternative design for the southbound Central Avenue station relocates the boarding platform from the sidewalk to a transit island atop the existing auxiliary travel lane. A 10.5 foot by 94 foot platform is proposed, with the platform curb aligned to the edge of the right-hand southbound through travel lane. Relocating the platform into the roadway necessitates a somewhat shorter platform than the 110 foot platform proposed in the preferred alternative. To accommodate the bicycle lane behind the ART platform, five feet of existing sidewalk would be removed, with 6.5 feet of sidewalk remaining behind the ART platform. The bicycle lane would be elevated to sidewalk height, with high visibility crosswalks linking the sidewalk to the ART station, but would still be below the height of the station platform.

#### JEFFERSON PARK TRANSIT CENTER

- Municipality: City of Chicago
- Owner: CTA
- Cross Section: Off-street bus terminal
- 2015 Chicago Alderman: John Arena, 45<sup>th</sup> Ward

At the Jefferson Park Transit Center, the preferred ART station location is in the north terminal curbside bay currently used by CTA Route 68, which is adjacent to the building where near-level boarding could be accommodated and there is an existing warming shelter (see Figure 16). The preliminary design for the Jefferson Park ART station assumes a 10.5 foot by 60 foot platform. Because it would be sited within an existing transit center, only a basic boarding platform and vertical marker would be included.

Additionally, it would be optimal if the Route 270 boarding location were relocated to the adjacent bay to provide passengers with maximum convenience and flexibility when boarding northbound Milwaukee Avenue buses (See Figure 17).

**FIGURE 17 – ROUTE 68 BAY AT JEFFERSON PARK TRANSIT CENTER (PREFERRED STATION LOCATION)**



**FIGURE 18 – EXISTING AND PROPOSED JEFFERSON PARK TRANSIT CENTER BUS BAY ASSIGNMENTS**

*Existing*

*Proposed*



Pace, CTA, and the PMO have attended multiple meetings to coordinate the Milwaukee Corridor ART project with CTA’s planned renovations of the Jefferson Park Transit Center, and to discuss Pace’s preferred ART bus bay assignments. CTA is currently considering bus bay reassignments at Jefferson Park and has solicited Pace’s feedback on the proposed reconfiguration, which would relocate Route 270 and ART to the north terminal. A decision has not been finalized yet.

Based on coordination meetings with CTA staff, the renovations at Jefferson Park are anticipated to begin construction in the second or third quarter of 2016, which is similar to the anticipated schedule for construction and commencement of operation of Milwaukee Corridor ART service. The overall scope of improvements to the bus boarding area has not been finalized, but is anticipated to include aesthetic improvements and pavement replacement, but no major reconfiguration of the facility. Continued coordination with CTA will be necessary to

ensure that an ART station or vertical marker is incorporated into that project’s design, or that a location is identified where Pace may later construct such a station. As the project approaches and a construction schedule is developed, it may be necessary to identify an interim solution for both the form and location of a Jefferson Park ART station that will support ART at the commencement of service until the long-term planned redevelopment of the transit center is completed.

**SITE CONSIDERATIONS**

The proposed station at the Jefferson Park Transit Center is located within CTA property and is pending approval and coordination with CTA. No underground utility information was obtained for this location. Potential utility conflicts at this site should be investigated in coordination with CTA during design and prior to construction.

The current Jefferson Park ART station development plan includes obtaining electrical power for any Pace equipment (e.g. vertical marker) from the CTA facility as well as having snow removal at the ART boarding platform completed by CTA maintenance staff. During design it will be necessary to investigate viable 120/240V, one phase 20A power supply options from the CTA facility, and to document an inter-agency agreement between the two agencies.

**LOCAL STOP CONSOLIDATION**

New ART stations will in some cases replace an existing local stop, while in other cases a new ART station may be located between existing local stops. In the latter case, some existing local stops are recommended for removal. Based on the current proposed station locations and site plans, the following existing local stops will be affected:

**TABLE 1 – PROPOSED LOCAL BUS STOP CONSOLIDATION**

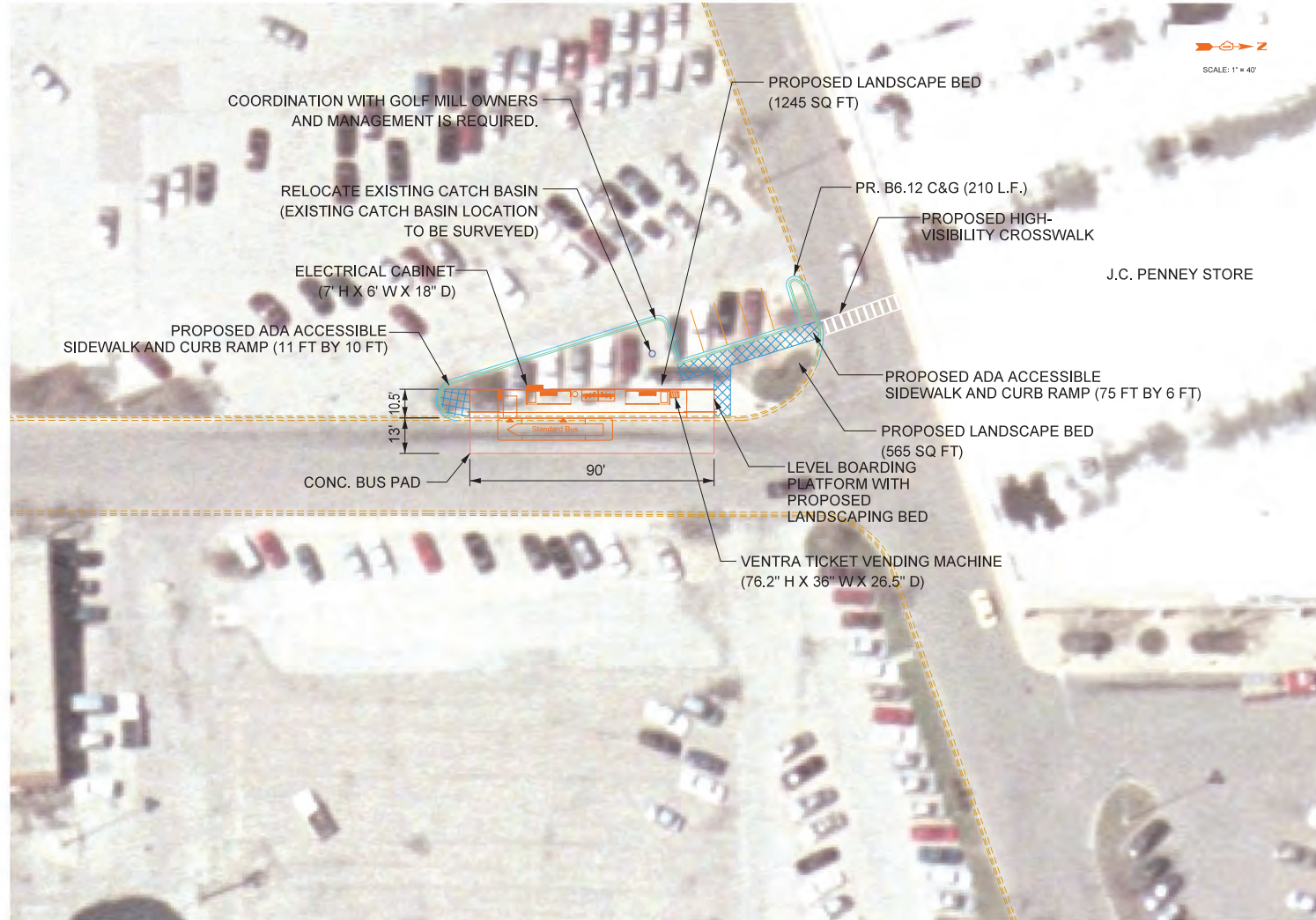
ART Station	Existing Bus Stop	Proposed Impact
Golf Mill	Golf Mill/J.C. Penney	Convert to ART station
Dempster NB	Milwaukee/Dempster SE	Eliminate
	Milwaukee/Dempster NE	Eliminate
	Milwaukee/Elizabeth (NB)	Eliminate
Dempster SB	Milwaukee/Elizabeth (SB)	Eliminate
	Milwaukee/Dempster NW	Eliminate
	Milwaukee/Dempster SW	Convert to ART station
Main NB	Milwaukee/Main (NB)	Eliminate
Main SB	Milwaukee/Main (SB)	Convert to ART station
Oak Mill / n	Milwaukee/Oak Mill (NB)	Eliminate

	Milwaukee/Oakton (NB)	Eliminate
Oakton / Oak Mill SB	Milwaukee/Oakton (SB)	Eliminate
	Milwaukee/Oak Mill (SB)	Convert to ART station
Harlem / Howard NB	Milwaukee/Harlem	Convert to ART station
Harlem / Howard SB	Milwaukee/Birchwood (SB)	Convert to ART station
Touhy NB	Milwaukee/Touhy (NB)	Convert to ART station
Touhy SB	Milwaukee/Touhy (SB)	Convert to ART station
Haft / Highland NB	Milwaukee/Haft (NB)	Convert to ART station
	Milwaukee/Nagle/Devon	Eliminate
Haft / Highland SB	Milwaukee/Haft (SB)	Convert to ART station
Austin / Ardmore NB	Milwaukee/Austin (NB)	Eliminate
Austin / Ardmore SB	Milwaukee/Austin (SB)	Eliminate
Central NB	Milwaukee/Central (NB)	Eliminate
Central SB	Milwaukee/Central (SB)	Eliminate
	Milwaukee/Foster (SB)	Convert to ART station
Jefferson Park	Jefferson Park CTA Station (south terminal)	Relocate to North Terminal, Convert to ART station

**ATTACHMENT 2 – 18 pgs.**

**PRELIMINARY SITE PLANS**

# STATION LAYOUT DETAIL



# LOCATION MAP



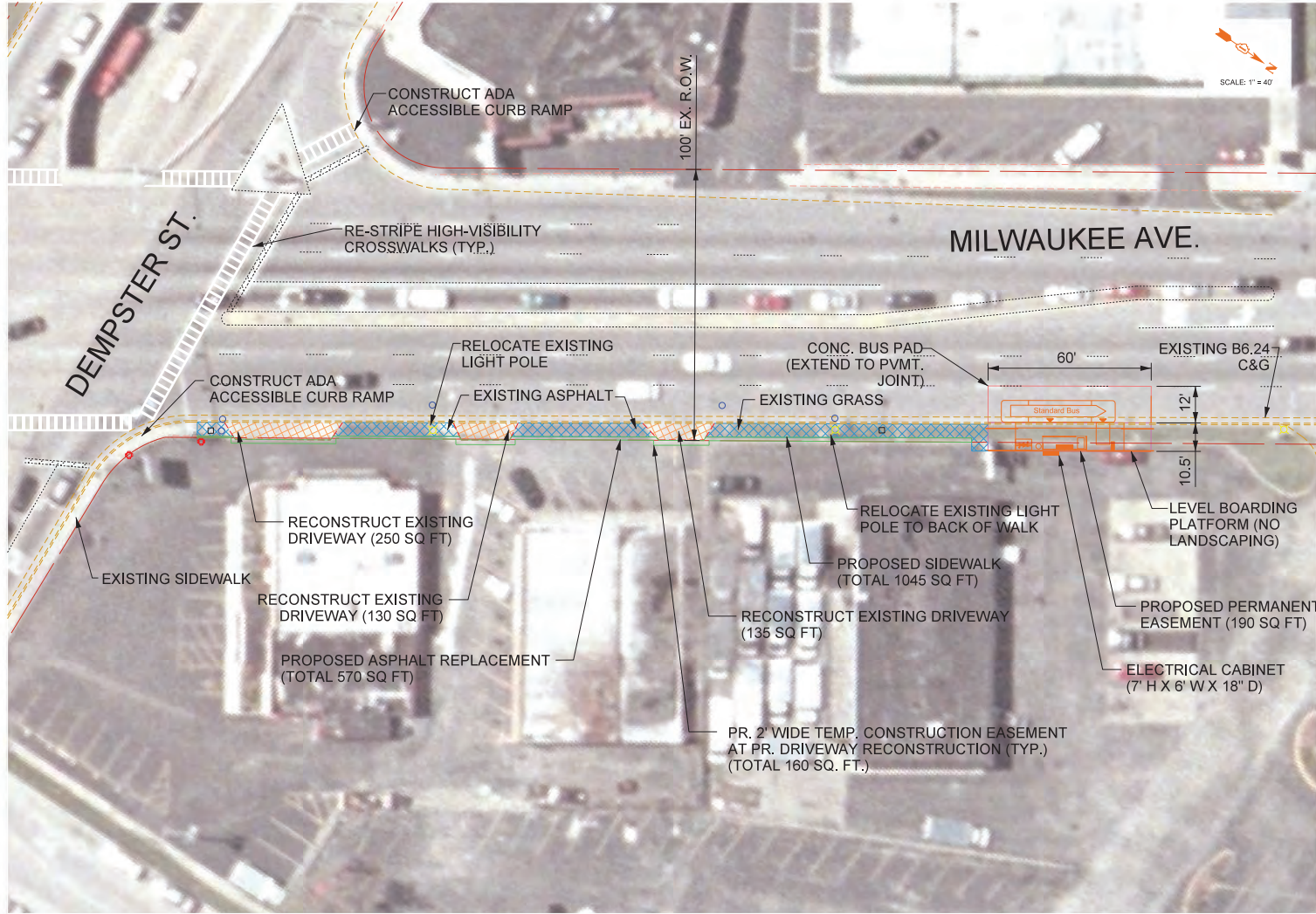
NOTE:  
 1. EXISTING CONDITIONS ARE ASPHALT PARKING LOT (1850 SQ FT) AND CONCRETE WALK AT PARKING LOT ISLAND (2415 SQ FT) AT PROPOSED BOARDING PLATFORM, PARKING STALLS AND LANDSCAPE BED LOCATION.

DESIGNED BY: BCC  
 DRAWN BY: JB  
 CHECKED BY: SH  
 DATE: 09-25-2014

## MILWAUKEE AVENUE ARTERIAL RAPID TRANSIT STATION LAYOUTS

### NORTHBOUND GOLF MILL STATION

STATION LAYOUT DETAIL



LOCATION MAP



NOTE:  
 1. EXISTING CONDITIONS ARE GRASS (450 SQ FT), ASPHALT PAVEMENT (210 SQ FT) AND CONCRETE BARRIER CURB (60 LF) AT PROPOSED BOARDING PLATFORM LOCATION

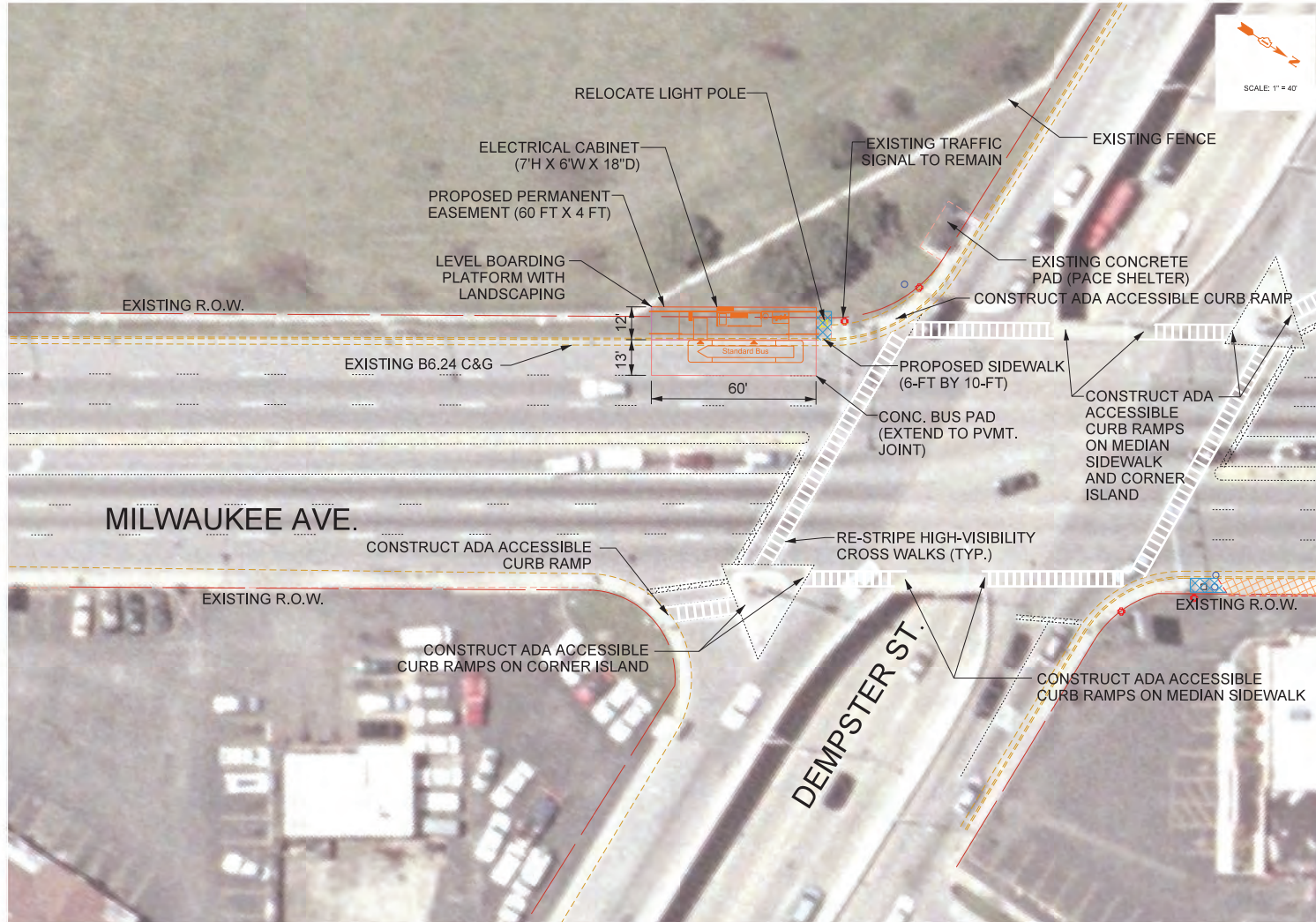
DESIGNED BY: BCC  
 DRAWN BY: BCC  
 CHECKED BY: SH  
 DATE: 09-25-2014

MILWAUKEE AVENUE ARTERIAL RAPID TRANSIT  
 STATION LAYOUTS

NORTHBOUND  
 DEMPSTER STATION



# STATION LAYOUT DETAIL



# LOCATION MAP



NOTE:  
 1. EXISTING CONDITION IS GRASS AT PROPOSED BOARDING PLATFORM AND SIDEWALK LOCATION (780 SQ FT)

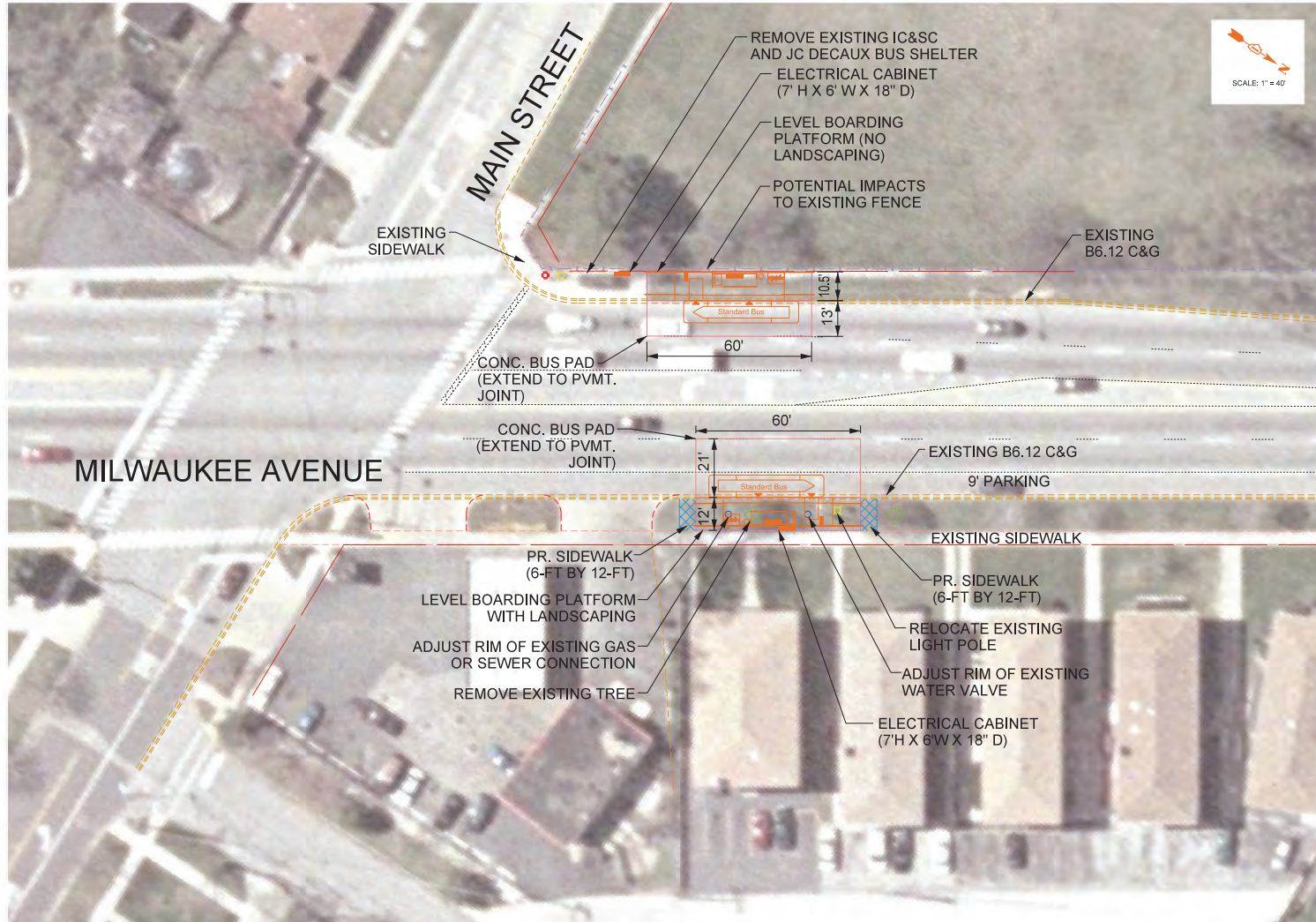
MILWAUKEE AVENUE ARTERIAL RAPID TRANSIT  
 STATION LAYOUTS

**SOUTHBOUND  
 DEMPSTER STATION**

DESIGNED BY: BCC  
 DRAWN BY: AMJ  
 CHECKED BY: SH  
 DATE: 09-25-2014

SHEET 1 OF 1

STATION LAYOUT DETAIL



LOCATION MAP



NOTE:  
1. EXISTING CONDITIONS ARE GRASS AT THE PROPOSED NORTHBOUND AND SOUTHBOUND BOARDING PLATFORMS AND PROPOSED SIDEWALK LOCATION.

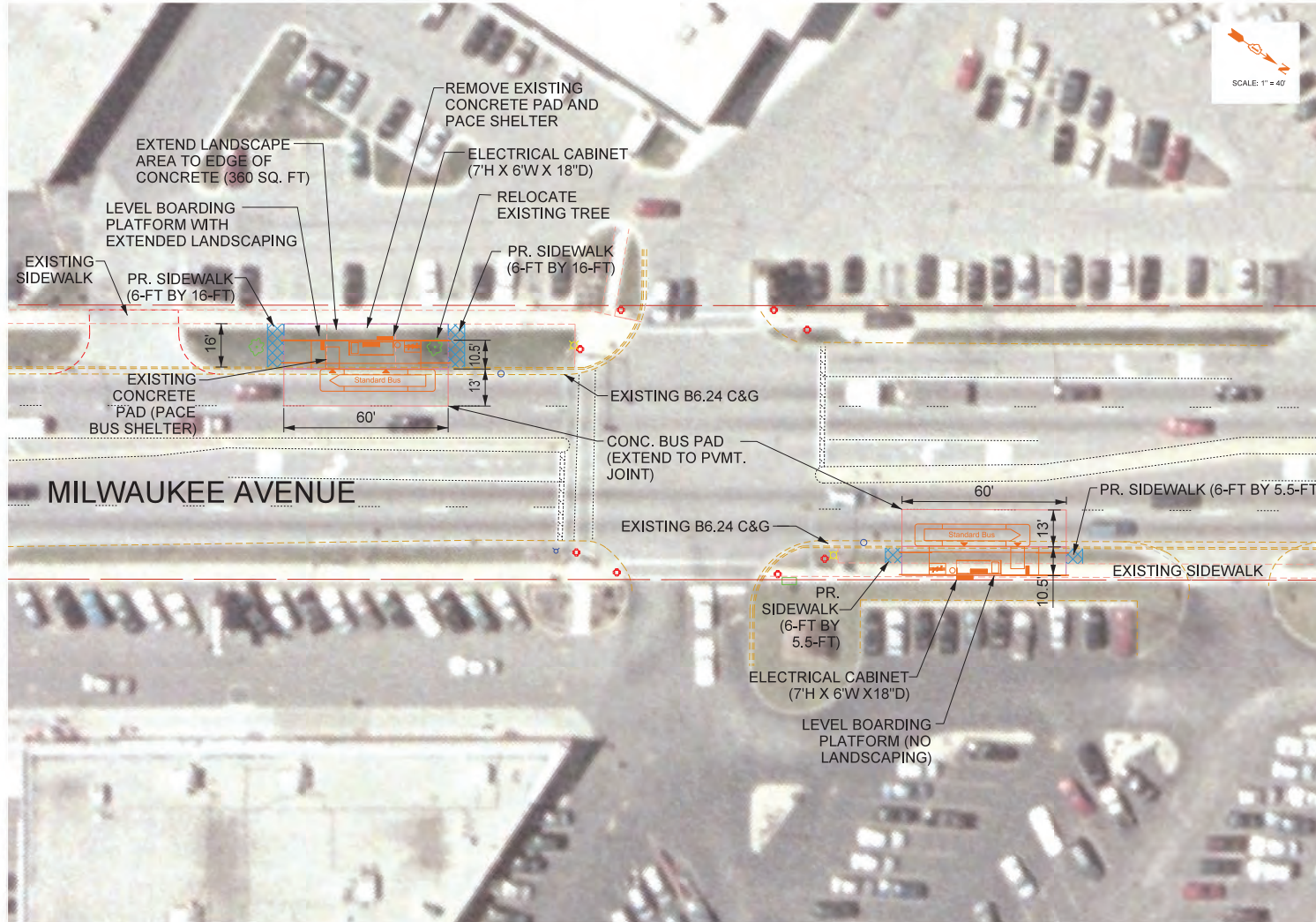
MILWAUKEE AVENUE ARTERIAL RAPID TRANSIT STATION LAYOUTS

NORTHBOUND & SOUTHBOUND MAIN STREET STATIONS

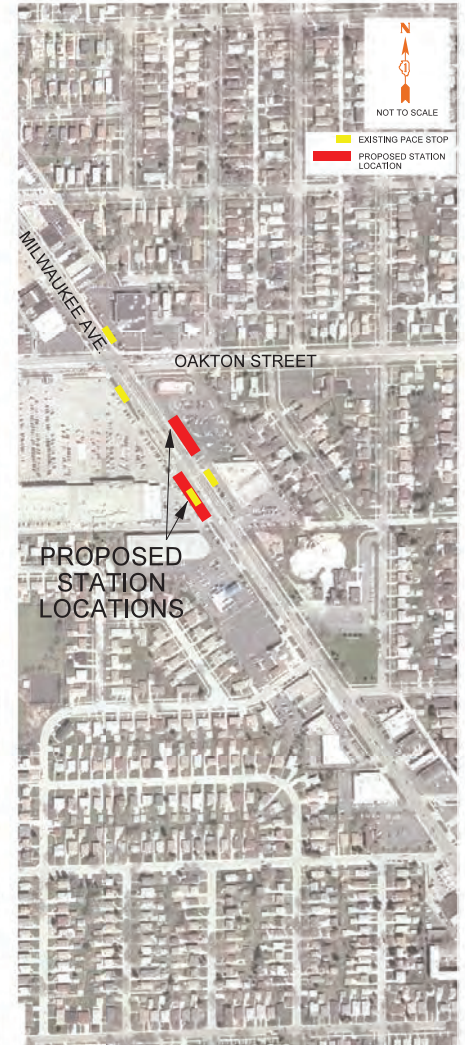
DESIGNED BY: BCC  
DRAWN BY: BCC  
CHECKED BY: SH  
DATE: 09-25-2014

SHEET 1 OF 1

### STATION LAYOUT DETAIL



### LOCATION MAP



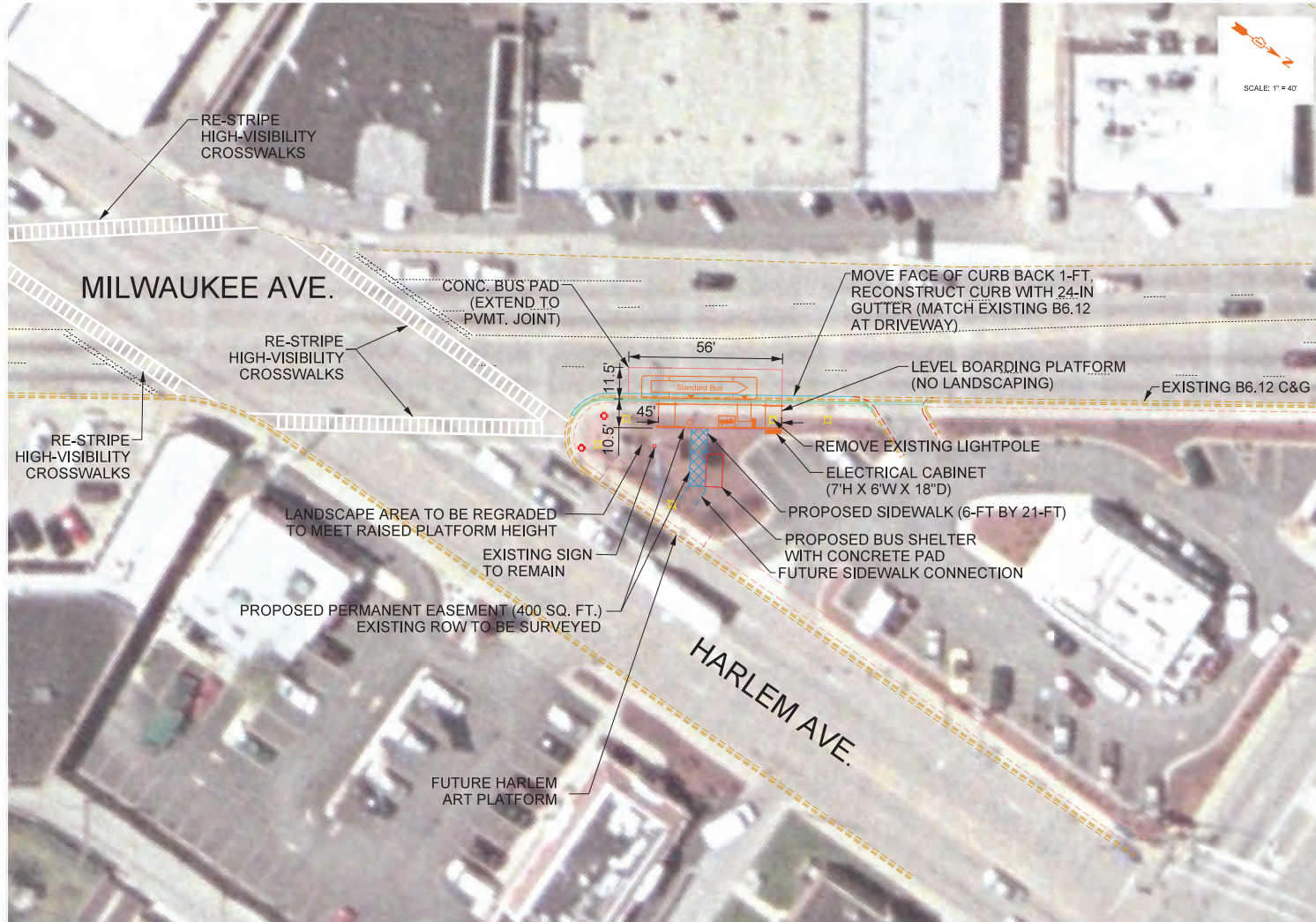
- NOTES:
1. UTILIZE PLATFORM FOR ADA SIDEWALK ACCESS AT NORTHBOUND STATION
  2. EXISTING CONDITIONS ARE GRASS (390 SQ. FT.) AND CONCRETE SIDEWALK AT PROPOSED NORTHBOUND BOARDING PLATFORM LOCATION
  3. EXISTING CONDITION IS GRASS (1152 SQ. FT.) AT PROPOSED SOUTHBOUND BOARDING PLATFORM AND PROPOSED SIDEWALK LOCATION

DESIGNED BY: BCC  
 DRAWN BY: AMJ  
 CHECKED BY: SH  
 DATE: 09-25-2014

## MILWAUKEE AVENUE ARTERIAL RAPID TRANSIT STATION LAYOUTS

### NORTHBOUND & SOUTHBOUND OAKTON STREET / OAK MILL MALL STATIONS

STATION LAYOUT DETAIL



LOCATION MAP

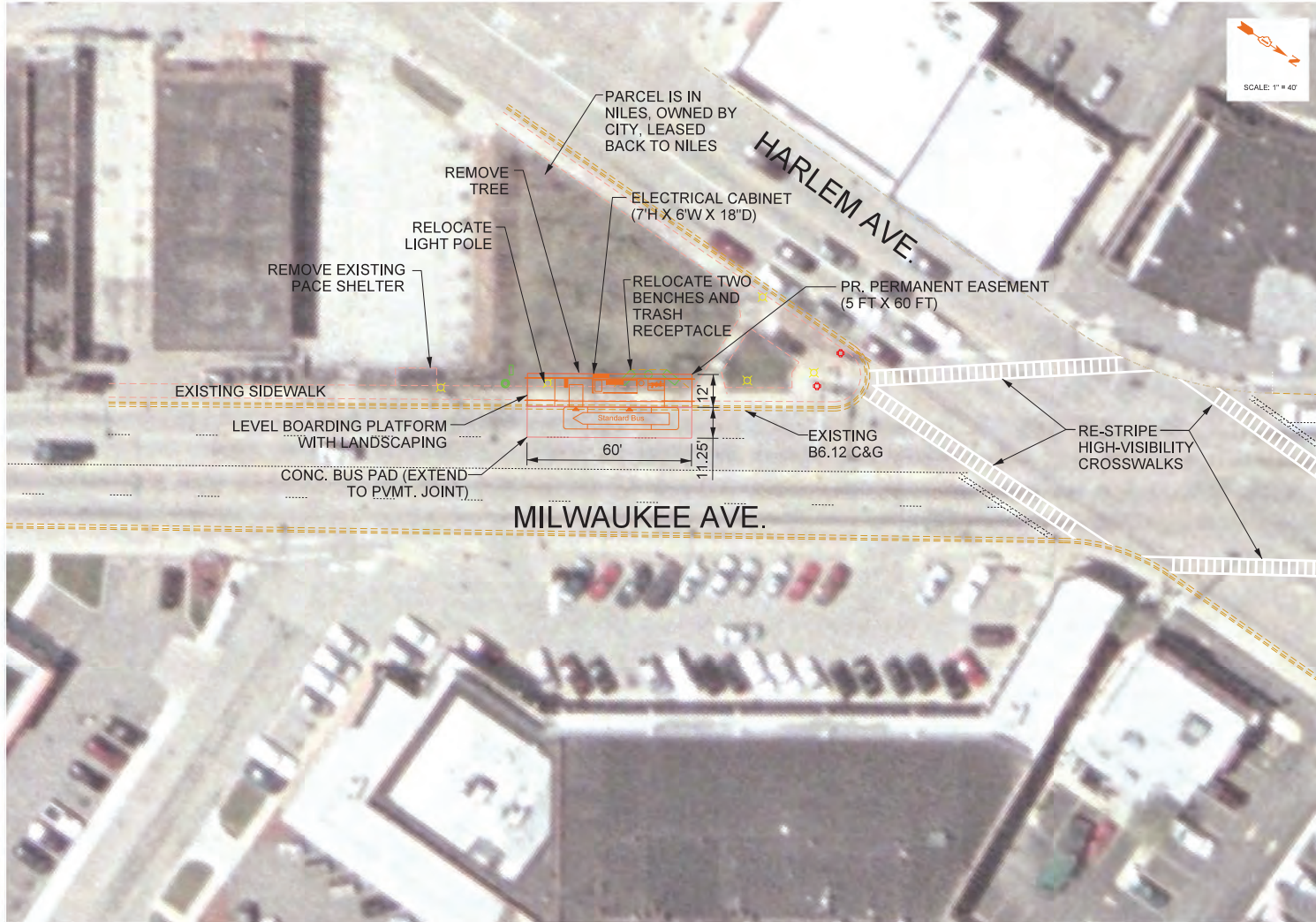


- NOTES:  
 1. UTILIZE PLATFORM FOR ADA SIDEWALK ACCESS.  
 2. EXISTING CONDITIONS ARE CONCRETE SIDEWALK (225 SQ. FT.) AND LANDSCAPING (400 SQ. FT.) AT PROPOSED BOARDING PLATFORM, SIDEWALK, AND BUS SHELTER LOCATION.

DESIGNED BY: BCC  
 DRAWN BY: AMJ  
 CHECKED BY: SH  
 DATE: 09-25-2014

MILWAUKEE AVENUE ARTERIAL RAPID TRANSIT  
 STATION LAYOUTS  
**NORTHBOUND  
 HARLEM/HOWARD STATION  
 CENTRAL PLATFORM OPTION**

STATION LAYOUT DETAIL



LOCATION MAP



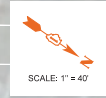
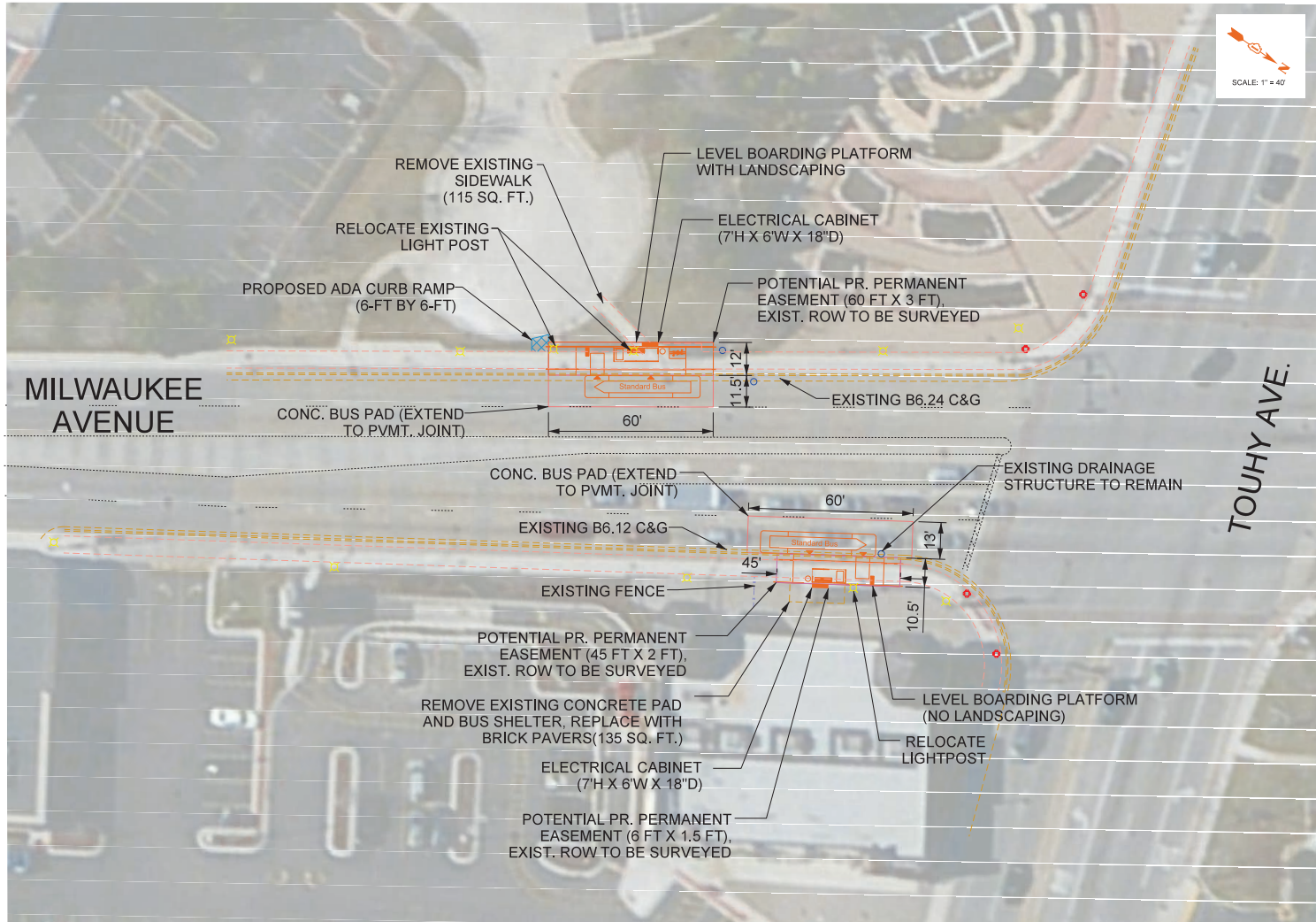
- NOTES:
1. UTILIZE PLATFORM FOR ADA SIDEWALK ACCESS
  2. EXISTING CONDITIONS ARE GRASS (300 SQ. FT.), CONCRETE SIDEWALK (300 SQ. FT.), AND STAMPED, COLORED CONCRETE (120 SQ. FT.) AT PROPOSED BOARDING PLATFORM LOCATION

DESIGNED BY: BCC  
 DRAWN BY: AMJ  
 CHECKED BY: SH  
 DATE: 09-25-2014

MILWAUKEE AVENUE ARTERIAL RAPID TRANSIT STATION LAYOUTS

SOUTHBOUND HARLEM / HOWARD STATION

# STATION LAYOUT DETAIL



# LOCATION MAP



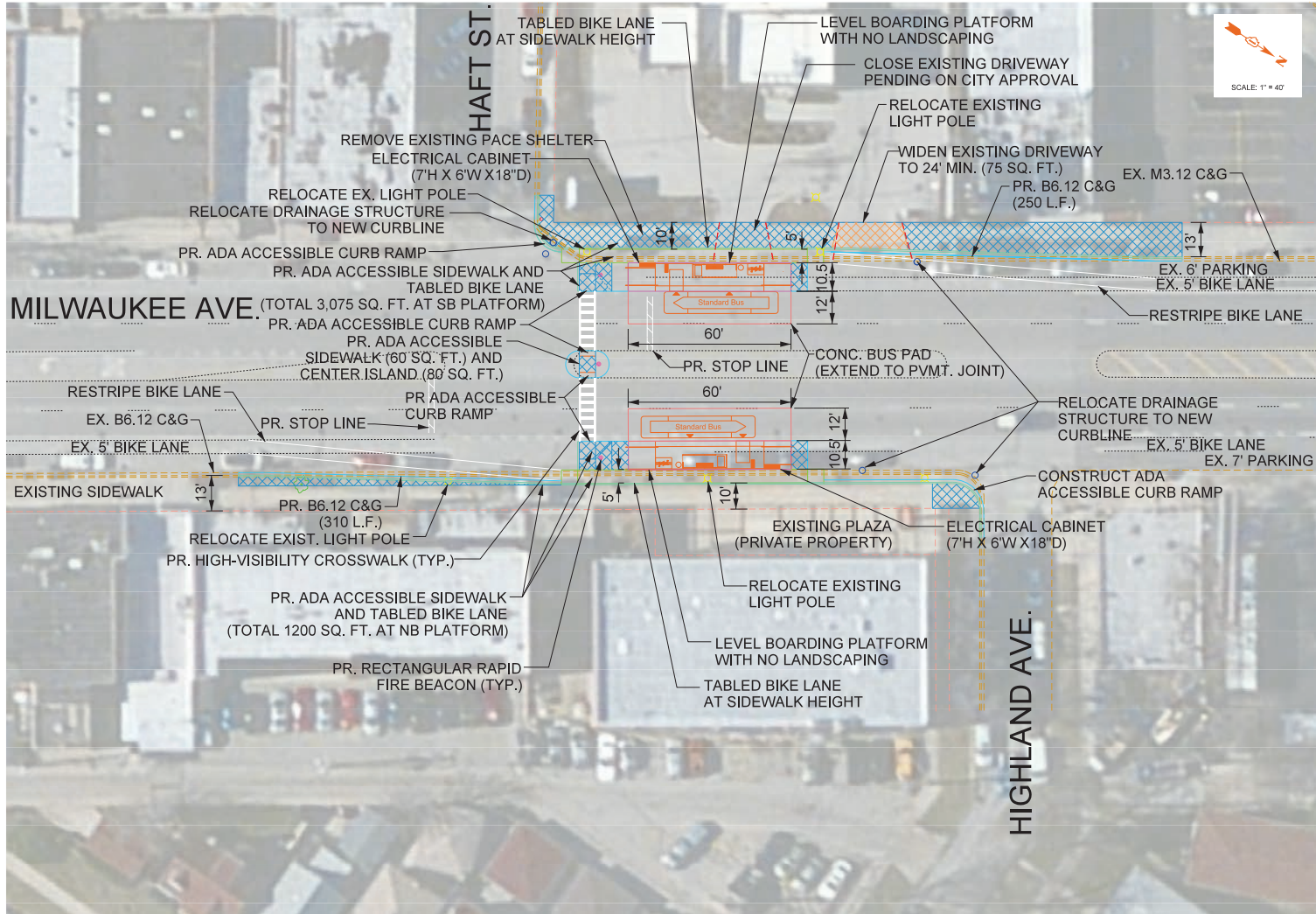
- NOTES:
1. UTILIZE PLATFORMS FOR ADA SIDEWALK ACCESS
  2. EXISTING CONDITIONS ARE CONCRETE SIDEWALK (270 SQ. FT.) AND BRICK PAVERS (190 SQ. FT.) AT PROPOSED NORTHBOUND BOARDING PLATFORM LOCATION
  3. EXISTING CONDITIONS ARE CONCRETE SIDEWALK (500 SQ. FT.), BRICK PAVERS (120 SQ. FT.) AND GRASS (70 SQ. FT.) AT PROPOSED SOUTHBOUND BOARDING PLATFORM LOCATION

DESIGNED BY: BCC  
 DRAWN BY: AMJ  
 CHECKED BY: SH  
 DATE: 09-25-2014

## MILWAUKEE AVENUE ARTERIAL RAPID TRANSIT STATION LAYOUTS

## NORTHBOUND & SOUTHBOUND TOUHY AVENUE STATIONS

STATION LAYOUT DETAIL



LOCATION MAP



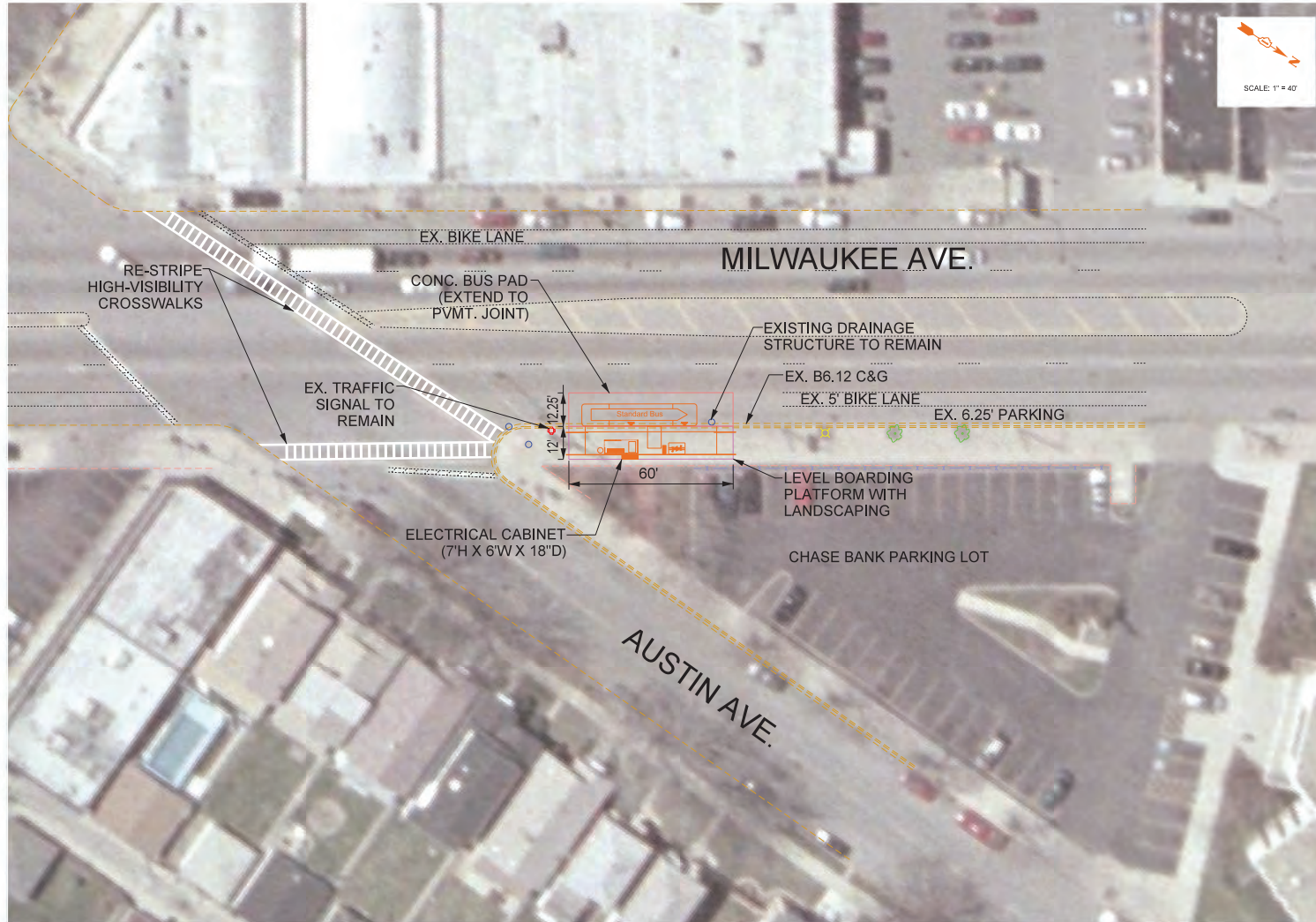
NOTE:  
1. EXISTING CONDITION IS ROADWAY PAVEMENT AT PROPOSED BOARDING PLATFORM LOCATION

DESIGNED BY: BCC  
DRAWN BY: AMJ  
CHECKED BY: SH  
DATE: 09-25-2014

MILWAUKEE AVENUE ARTERIAL RAPID TRANSIT STATION LAYOUTS

NORTHBOUND & SOUTHBOUND HAFT/HIGHLAND STATION

STATION LAYOUT DETAIL



LOCATION MAP



- NOTES:  
 1. UTILIZE PLATFORM FOR ADA SIDEWALK ACCESS  
 2. EXISTING CONDITION IS CONCRETE SIDEWALK AT PROPOSED BOARDING PLATFORM LOCATION

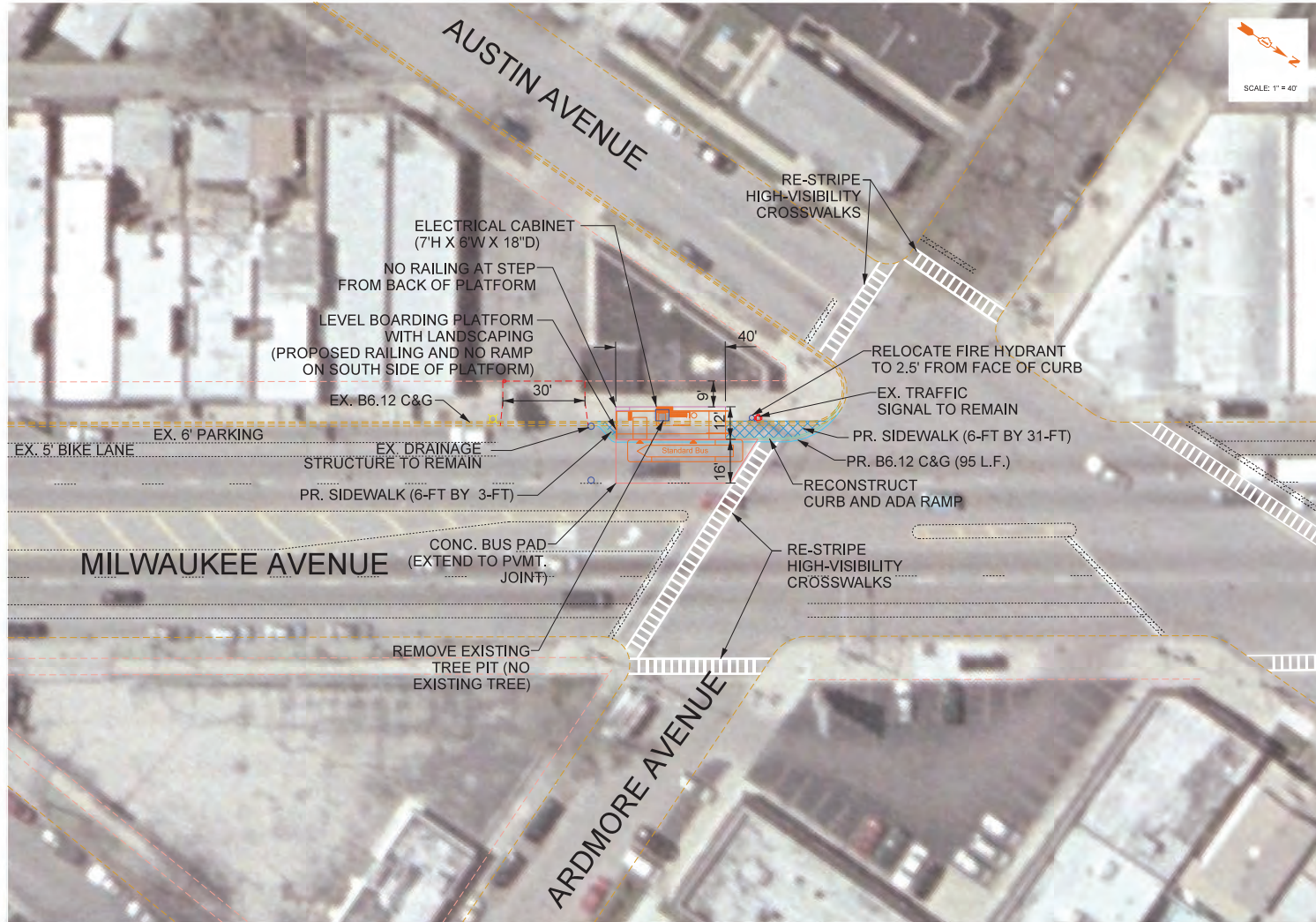
DESIGNED BY: BCC  
 DRAWN BY: AMJ  
 CHECKED BY: SH  
 DATE: 09-25-2014

MILWAUKEE AVENUE ARTERIAL RAPID TRANSIT STATION LAYOUTS

NORTHBOUND AUSTIN/ARDMORE STATION



STATION LAYOUT DETAIL



LOCATION MAP



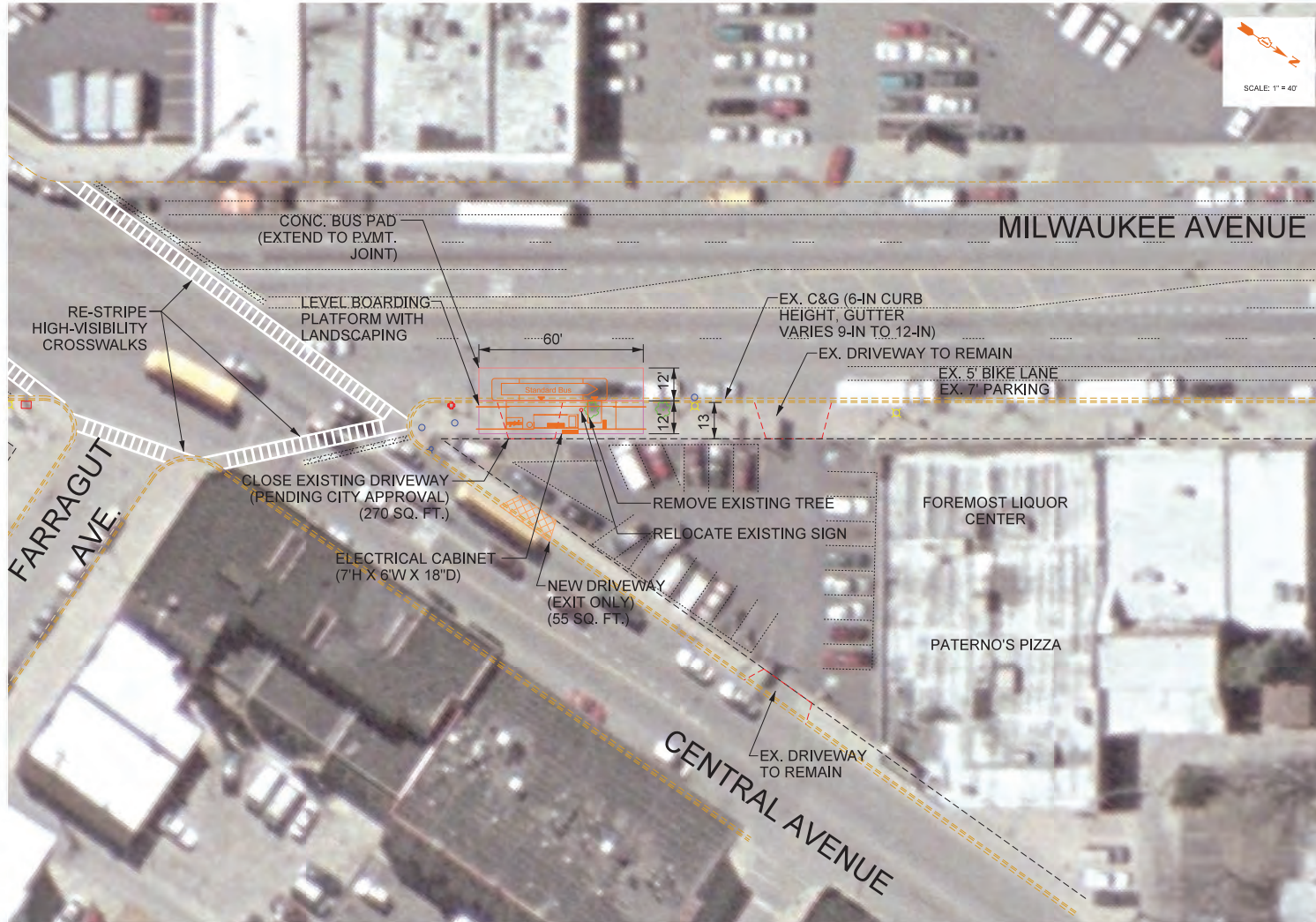
- NOTES:  
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 2. EXISTING CONDITION IS ROADWAY PAVEMENT AT PROPOSED SIDEWALK

DESIGNED BY: BCC  
 DRAWN BY: AMJ  
 CHECKED BY: SH  
 DATE: 09-25-2014

MILWAUKEE AVENUE ARTERIAL RAPID TRANSIT STATION LAYOUTS

SOUTHBOUND  
 AUSTIN / ARDMORE STATION

STATION LAYOUT DETAIL



LOCATION MAP

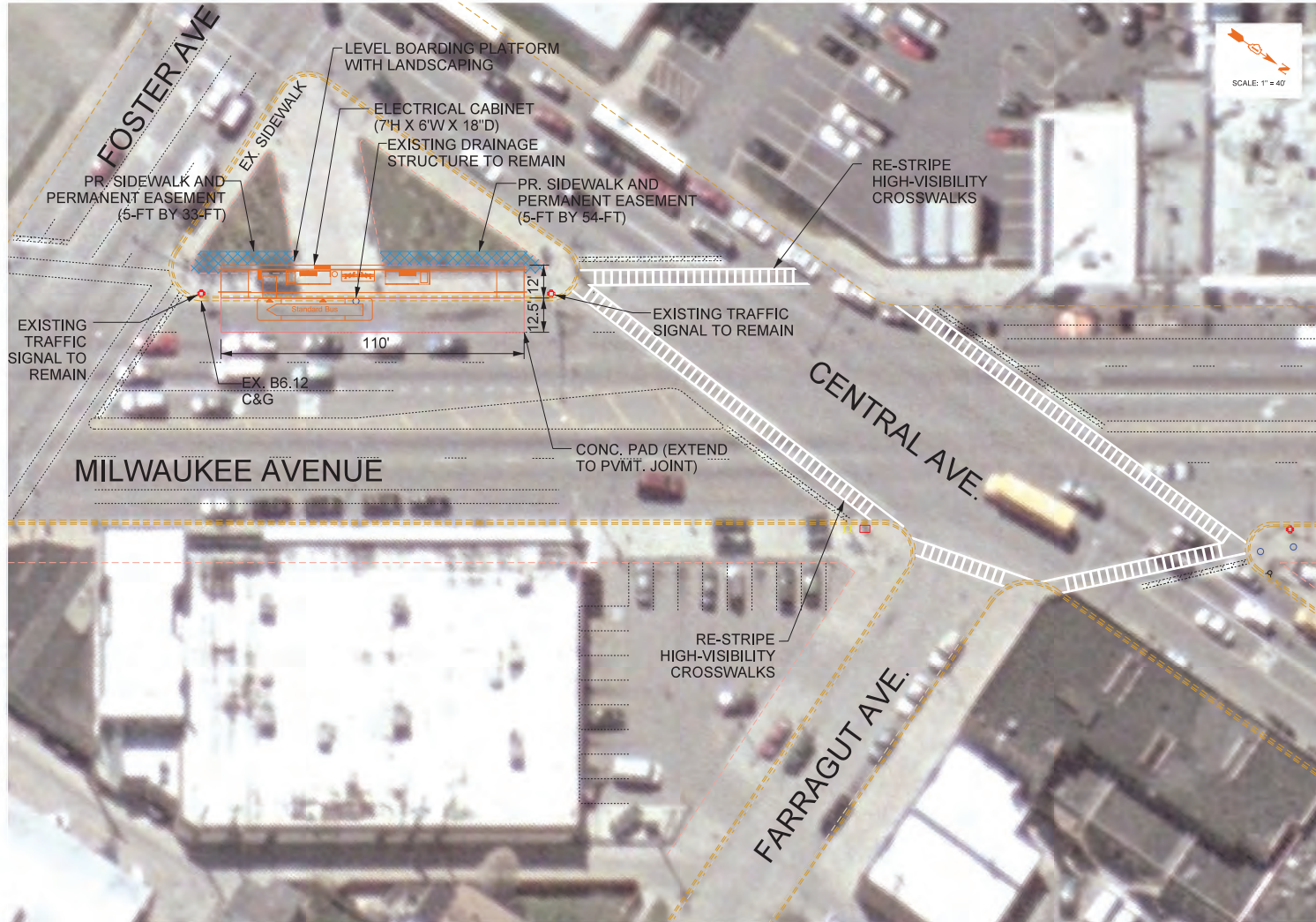


NOTES:  
 1. UTILIZE PLATFORM FOR ADA SIDEWALK ACCESS  
 2. THE EXISTING CONDITION IS CONCRETE SIDEWALK AT PROPOSED BOARDING PLATFORM LOCATION  
 DESIGNED BY: BCC  
 DRAWN BY: AMJ  
 CHECKED BY: SH  
 DATE: 09-25-2014

MILWAUKEE AVENUE ARTERIAL RAPID TRANSIT  
 STATION LAYOUTS

**NORTHBOUND  
 CENTRAL AVENUE STATION**

### STATION LAYOUT DETAIL



### LOCATION MAP

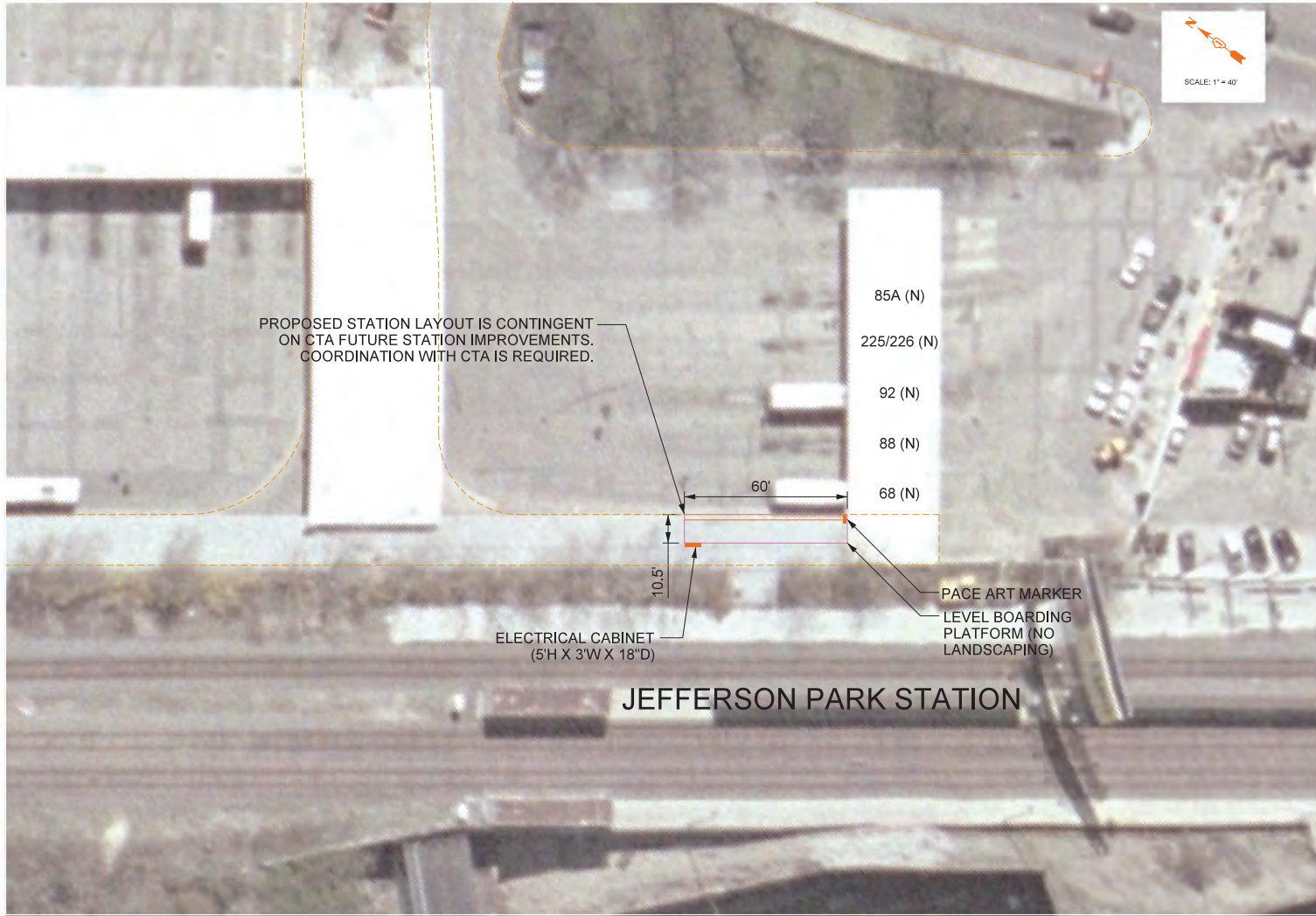


- NOTES:  
 1. EXISTING CONDITIONS ARE CONCRETE SIDEWALK (1035 SQ. FT.) AND GRASS (235 SQ. FT.) AT PROPOSED BOARDING PLATFORM LOCATION  
 2. EXISTING CONDITION IS GRASS AT PROPOSED SIDEWALK

DESIGNED BY: BCC  
 DRAWN BY: AMJ  
 CHECKED BY: SH  
 DATE: 09-25-2014

MILWAUKEE AVENUE ARTERIAL RAPID TRANSIT  
 STATION LAYOUTS

**SOUTHBOUND  
 CENTRAL AVENUE STATION**



SCALE: 1" = 40'

PROPOSED STATION LAYOUT IS CONTINGENT ON CTA FUTURE STATION IMPROVEMENTS. COORDINATION WITH CTA IS REQUIRED.

85A (N)  
225/226 (N)  
92 (N)  
88 (N)  
68 (N)

60'

10.5'

ELECTRICAL CABINET  
(5'H X 3'W X 18\"/>

PACE ART MARKER  
LEVEL BOARDING  
PLATFORM (NO  
LANDSCAPING)

JEFFERSON PARK STATION



NOT TO SCALE

PROPOSED  
STATION  
LOCATION

- NOTES:  
1. IMPACTS EXISTING BAY ASSIGNED TO ROUTE 68  
2. EXISTING CONDITION IS CONCRETE WALK

MILWAUKEE AVENUE ARTERIAL RAPID TRANSIT  
STATION LAYOUTS

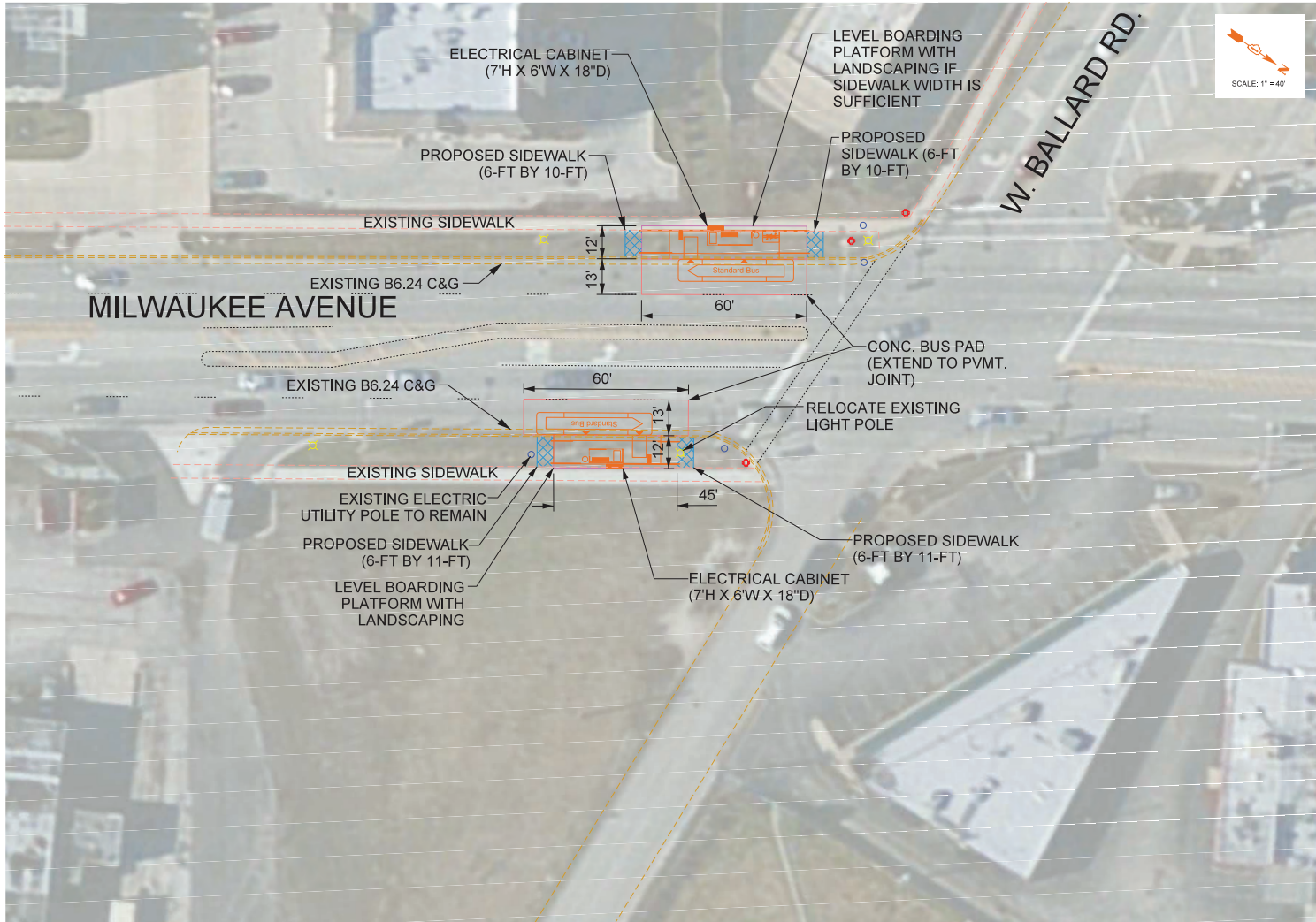
JEFFERSON PARK STATION

DESIGNED BY: BCC  
DRAWN BY: AMJ  
CHECKED BY: SH  
DATE: 09-25-2014

SHEET 1 OF 1

# Alternative Station Layouts

STATION LAYOUT DETAIL



LOCATION MAP



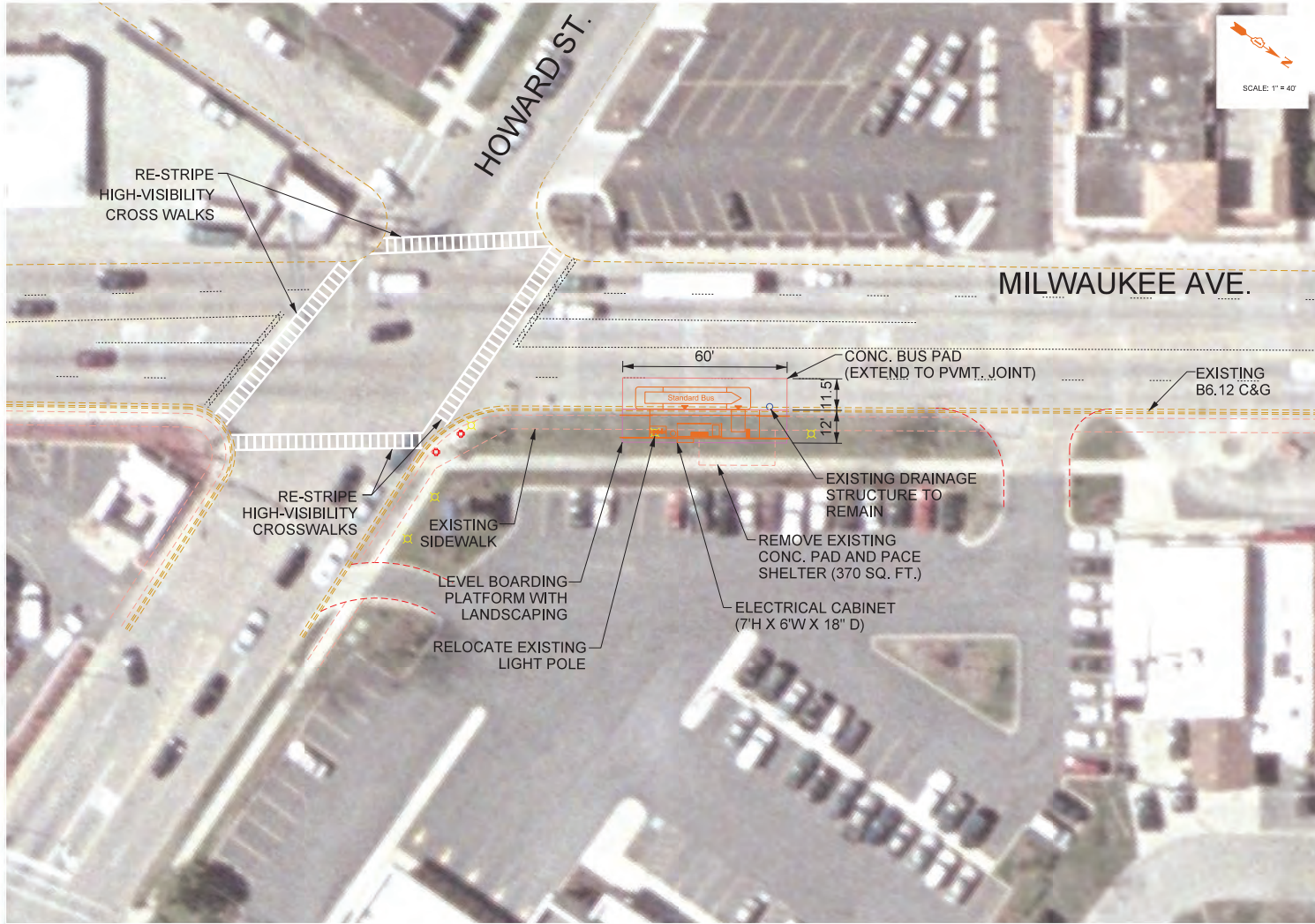
NOTE:  
 1. EXISTING CONDITION IS GRASS AT PROPOSED NORTHBOUND AND SOUTHBOUND BOARDING PLATFORM LOCATIONS

MILWAUKEE AVENUE ARTERIAL RAPID TRANSIT STATION LAYOUTS

NORTHBOUND AND SOUTHBOUND BALLARD STATIONS (ALTERNATE TO DEMPSTER STA.)

DESIGNED BY: BCC  
 DRAWN BY: AMJ  
 CHECKED BY: SH  
 DATE: 09-25-2014

STATION LAYOUT DETAIL



LOCATION MAP



- NOTES:  
 1. UTILIZE PLATFORM FOR ADA SIDEWALK ACCESS  
 2. EXISTING CONDITIONS ARE CONCRETE SIDEWALK (300 SQ. FT.) AND GRASS (390 SQ. FT.) AT PROPOSED BOARDING PLATFORM LOCATION

DESIGNED BY: BCC  
 DRAWN BY: AMJ  
 CHECKED BY: SH  
 DATE: 09-25-2014

MILWAUKEE AVENUE ARTERIAL RAPID TRANSIT  
 STATION LAYOUTS  
**NORTHBOUND  
 HARLEM/HOWARD STATION  
 ALTERNATE LOCATION OPTION**

**DISADVANTAGED BUSINESS ENTERPRISE COMPLIANCE REQUIREMENTS**  
**BID CONTRACT AWARD PROTEST PROCEDURES AND**  
**FTA/IDOT/RTA REQUIREMENTS WITH AFFIDAVITS AND CERTIFICATES**

Note: For the purpose of this Contract exhibit, all references herein to Bidder, Proposer, or Contractor, and Contractor's Subcontractor(s), Supplier(s), or other lower tier parties shall refer to the Consultant awarded this contract, and Consultant's Subconsultant(s), Supplier(s), or other lower tier parties, respectively. All subject matter cited may not be applicable to the Consultant's services. The Consultant shall not specify any Contractor requirements at variance with any of these requirements.

SECTION A - <u>DISADVANTAGED BUSINESS ENTERPRISE COMPLIANCE REQUIREMENTS</u> .....	B-2
Schedule A - Summary of DBE Participation.....	B-11
Schedule B - Confirmation of Proposed DBE Participation .....	B-13
Schedule C - Application for Joint Venture.....	B-15
SECTION B - <u>BID PROTEST PROCEDURES</u> .....	B-20
SECTION C - <u>FTA/IDOT/RTA REQUIREMENTS WITH AFFIDAVITS AND CERTIFICATES</u> .....	B-23
1. <u>Fly America Requirements</u> .....	B-23
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**SECTION A - DISADVANTAGED BUSINESS ENTERPRISE COMPLIANCE REQUIREMENTS**



Pursuant to Federal regulations for Disadvantaged Business Enterprise (DBE) programs, Contractor agrees to the following DBE assurances, and agrees to include this clause in all subcontracts:

*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 Pace deems appropriate.*

**PACE HAS SET A GOAL OF 10 % DBE PARTICIPATION FOR THIS CONTRACT**

**SECTION I. - DBE RESPONSIVENESS REQUIREMENTS**

**In order to be considered responsive, a bidder must make good faith efforts to meet the goal for Disadvantaged Business Enterprise (DBE) participation in this contract. The bidder must comply with Paragraphs A and B below and submit all documentation with submittal of the bid. If the bidder fails to do so, its bid will be deemed non-responsive and may be rejected.**

- A. Properly completing and signing Schedule A (Summary of DBE Participation). Schedule A is a list of all DBE subcontractors, their scope of work to be performed and dollar amount of participation of each DBE subcontractor.

**ANY DBE(S) LISTED ON SCHEDULE A MUST BE DBE CERTIFIED BY THE ILLINOIS UNIFIED CERTIFICATION PROGRAM (IL UCP) AT THE TIME OF THE BID OPENING.**

- B. Properly complete Schedule B (Confirmation of Proposed DBE Participation) of this Exhibit. Schedule B must list the name of the DBE subcontractor, a detailed description of DBE’s scope of work, and dollar amount of participation of each, and only each, DBE that will participate in this contract. If the bidder is itself a DBE, the DBE bidder must indicate on Schedule B what scope of work its forces will actually perform outside of the work of any subcontractor, and the dollar amount of that work. If this amount does not satisfy the DBE goal, the DBE bidder must list the additional DBE subcontractor(s) that will satisfy the DBE goal, along with their scope of work and agreed upon subcontract amount(s). Schedule B must also be notarized.

**SECTION II. - DBE RESPONSIBILITY REQUIREMENTS**

**A. DBE Joint Ventures**

If the bidder is a DBE joint venture, a two-party signed joint venture agreement (Schedule C) must be submitted to Pace for Pace’s approval along with your bid. This agreement must address the administrative, financial, and field responsibilities of each partner. The DBE participation must meet the criteria as set forth in the definitions in the following section “Calculating DBE Participation.”

**B. Substitutions**

The bidder cannot substitute any DBEs listed on Schedule A or C (if a joint venture) without prior written approval from Pace.

**SECTION III. - CALCULATING DBE PARTICIPATION**

**Pace will only count those DBEs that are certified by the IL UCP at the time of bid opening towards a Pace Contract goal.**

**A. Definitions**

**“Disadvantaged Business Enterprise” or “DBE”** means a for-profit small business concern that meets all of the following criteria:

1. Is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one percent (51%) of the stock is owned by one or more such individuals
2. Whose management structure and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it
3. Is certified by the IL UCP at the time of bid opening

**“Good Faith Efforts”** means efforts to achieve a DBE goal which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. This definition is not intended to relieve the bidder of any of the responsiveness (or responsibility) requirements listed in SECTION A, *Disadvantaged Business Enterprise Compliance Requirements* of this Exhibit.

**“Joint Venture”** means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

**“Small Business concern”** means with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26.65(b).

**“Socially and Economically Disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:**

1. Any individual who Pace finds to be a socially and economically disadvantaged individual on a case-by-case basis.
2. Any individual in the following groups, members of which are presumed to be socially and economically disadvantaged:
  - a. *“Black Americans,”* which includes persons having origins in any of the Black racial groups of Africa;
  - b. *“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;
  - c. *“Native American,”* which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
  - d. *“Asian Pacific American,”* which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Island, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
  - e. *“Subcontinent Asian American,”* which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Island, Nepal or Sri Lanka;
  - f. *“Women”;*
  - g. Any additional groups whose members are designated as socially and economically disadvantaged by the United States Small Business Administration (SBA), at such time as SBA designation becomes effective.

## **B. General Conditions/DBE Calculations**

Pace will use the certification standards of Subpart D of *49 CFR Part 26* and the certification procedures of Subpart E of *49 CFR Part 26* to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. Pace will make its certification decision based on the facts as a whole.

As a partner in the IL UCP, Pace can provide, upon request, a directory of IL UCP DBE firms. The directory will also be available electronically at [www.pacebus.com](http://www.pacebus.com).

As required by 49 CFR Part 26.55, Pace counts DBE participation toward overall and contract goals as follows:

1. When a DBE participates in a contract, Pace counts only the value of the work actually performed by the DBE toward the DBE goal. Participation will only be credited in the DBE’s area of specialization. Credit for work in other areas requires additional support documentation for each of those areas.
2. Pace counts the entire amount of that portion of a contract that is performed by the DBE’s own forces. This includes the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment

leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the Contractor or its affiliate).

3. Pace counts the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided Pace determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
4. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
5. When a DBE performs as a participant in a joint venture, Pace counts a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.
6. Pace counts expenditures to a DBE toward DBE goals only if the DBE is performing a commercially useful function on this contract.
  - a. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, Pace must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of work, and other relevant factors.
  - b. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, Pace must examine similar transactions particularly those in which DBEs do not participate.
  - c. If a DBE firm acting as a Contractor and/or as a subcontractor under this contract does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, Pace must presume that it is not performing a commercially useful function.
  - d. Pace uses the following factors in determining whether a DBE trucking company is performing a commercially useful function:
    - i. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals;
    - ii. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract;
    - iii. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs;
    - iv. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract;
    - v. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease agreement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE; and

- vi. For purposes of this subparagraph (d), a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
  - e. If a DBE is presumed not to be performing a commercially useful function as provided in these requirements, the DBE may present evidence to rebut this presumption. Pace may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.
  - f. Pace's decisions on commercially useful function matters are subject to review by the Federal Transit Administration, but are not administratively appealable to United States Department of Transportation.
7. Pace counts expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:
- a. If the materials or supplies are obtained from a DBE manufacturer, Pace counts 100 percent (100%) of the cost of the materials or supplies toward DBE goals;
  - b. For purposes of these requirements, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications;
  - c. If materials or supplies are purchased from a DBE regular dealer, Pace counts sixty percent (60%) of the cost of the materials or supplies toward DBE goals;
  - d. For purposes of these requirements, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
    - i. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question;
    - ii. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealer's own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis;
    - iii. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph;
    - iv. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, Pace counts the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided Pace determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar service. Pace will not count any portion of the cost of the materials and supplies themselves toward DBE goals, however;
8. Pace will not count toward its overall goal the dollar value of work performed under a contract by a firm after it has ceased to be certified.
9. Pace will not count the participation of a DBE subcontractor toward the Contractor's DBE achievements or Pace's overall goal until the amount being counted toward the goal has been paid to the DBE.

#### **SECTION IV. - GOOD FAITH EFFORTS**

In order to be responsive, a bidder must make good faith efforts to meet Pace's DBE goal in either of two ways. The bidder must either 1) document how it will meet the full goal by completing and signing Schedule A or C (if a joint venture); or 2) document its attempt to meet the goal through detailed, corroborating evidence, i.e. demonstrate that it took *all necessary and reasonable steps* which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if the

bidder was not fully successful. Pace will make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. Pace will consider the quality, quantity, and intensity of the different kinds of efforts that the bidder/proposer made. The efforts employed by the bidder should be those that one would reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere *pro forma* efforts are not good faith efforts to meet the DBE contract requirements.

The following is a list of types of action that Pace will consider as part of the evaluation of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory check list, or to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

- A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, if applicable, advertising, and/or written notices) the interest of all certified DBEs who have the ability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the bidder might otherwise prefer to perform these work items with its own forces.
- C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- D. Negotiating in Good Faith with interested DBEs
  1. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes:
    - the names, addresses, and telephone numbers of DBEs that were considered
    - a description of the information provided regarding the plans and specifications for the work selected for subcontracting
    - evidence as to why additional agreements could not be reached for DBEs to perform the work
  2. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take into consideration a firm's price and capabilities, as well as contract goals. The fact that there may be some additional costs involved in finding and using DBEs, however, is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept high quotes from DBEs if the price difference is excessive or unreasonable.
- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within the industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by Pace or the bidder.
- G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices, and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

Pace will also take into account the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to commit to the contract goal, but others commit to the goal, Pace will raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have committed to the goal. If the apparent successful bidder fails to commit to the goal, but meets or exceeds the average DBE participation obtained by other bidders, Pace may view this, in conjunction with other factors, as evidence that the apparent successful bidder made good faith efforts.

The DBE Liaison Officer for Pace is responsible for determining whether a bidder has properly committed to meet the DBE goal and whether a bidder who has not committed to meeting the goal has documented good faith efforts in order to be responsive. Pace

must be satisfied that all information is complete and accurate, and adequately documents the bidder's good faith efforts before Pace commits to the performance of the contract by the successful bidder.

## **SECTION V. - RECONSIDERATION**

In accordance with 49 CFR §26.53(d), if Pace determines that a bidder is not responsive because it has not committed to meeting the contract goal or has not documented sufficient good faith efforts, it will notify the bidder in writing, and the bidder will have five (5) business days after receipt of this notification to request administrative reconsideration. The bidder must make this request in writing to the following Pace Reconsideration Official:

General Counsel  
Pace Suburban Bus  
550 W. Algonquin Road  
Arlington Heights, IL 60005

The Reconsideration Official will not have played any role in the original determination that the bidder did not document sufficient good faith efforts.

As part of this Reconsideration, the bidder shall have the opportunity to provide written documentation or argument concerning the issue of whether it committed to meeting the contract goal or made adequate good faith efforts to do so. The bidder can also request in writing to meet in person with Pace's Reconsideration Official to discuss these issues; this request for a meeting must be submitted within five (5) business days after receipt of notification of non-compliance. Pace will send the bidder a written decision within 10 business days after its reconsideration request was received by Pace, explaining Pace's basis for the finding that the bidder did or did not meet the goal or did or did not make adequate good faith efforts to do so. The result of this reconsideration process is not administratively appealable to the United States Department of Transportation and Pace's decision shall be final.

## **SECTION VI. - DOCUMENTATION REQUIREMENTS**

### **A. Documentation of Subcontracts and Subcontractor Agreements after Contract Award**

The Contractor must submit copies of SIGNED contracts between the Contractor and the DBE companies listed on its original DBE Schedules A and B, to Pace, including SUBCONTRACTING LIMITATION AND SUBCONTRACTS provisions.

**FAILURE TO PROVIDE THE SIGNED SUBCONTRACT(S) TO PACE WITHIN THE TIME FRAME REQUIRED SHALL CONSTITUTE A BREACH OF THIS CONTRACT, AND UPON SUCH BREACH, PACE MAY TERMINATE THIS CONTRACT AND/OR EXERCISE OTHER SANCTIONS, PENALTIES, OR REMEDIES AS ALLOWED BY LAW OR EQUITY, AND AS PACE DEEMS APPROPRIATE.**

### **B. Documentation of Payments Made to DBE Firms**

1. The Contractor must submit payment applications including current Contractor waivers, DBE companies' waivers, and other support documentation to Pace, including PAYMENTS AND COMPLETION provisions.

2. The Contractor must submit copies of the form illustrated below (including support documentation) to the DBE Liaison Officer on a quarterly basis. This form must be used in order to properly credit the Contractor’s progress in attaining the DBE goal.

Subcontractor Name (Company)	Description of services/work/product performed	Committed Percentage (for this reporting quarter)	Committed Percentage (YTD)	Total paid to Sub (Current quarter)	YTD paid to Sub (From date of contract)
				\$	\$
				\$	\$
				\$	\$
				\$	\$
<b>Total \$</b>					\$

SAMPLE ONLY - DO NOT COMPLETE

- C. Pace may make on-site visits from time to time during the course of this contract to ensure compliance with the requirements set forth herein.

Pace may require verification of any commitment represented to us in connection with the Contractor’s use of DBE businesses in the performance of this contract. Pace reserves the right to review the certified payrolls for the Contractor and all contractors working on this contract.

**Further, if problems should arise with respect to the Contractor’s subcontract with any DBEs, please contact Pace’s DBE Liaison Officer so that Pace may be apprised of all DBE issues.**

- D. Substitution or Termination of DBE Firms

The Contractor may not terminate a listed and approved DBE subcontractor or an approved substitute DBE firm without the prior written approval of Pace’s DBE Liaison Officer and Project Manager, in accordance with these provisions and in accordance with Contract Exhibit E, including Subcontracting Limitation and Subcontracts provisions. This includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. The Contractor will have to show good cause in order to terminate the listed and approved DBE firm.

Good Cause includes the following circumstances:

1. The listed DBE subcontractor fails or refuses to execute a written contract;
2. The listed DBE subcontractor fails or refuses to perform work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor;
3. The listed DBE subcontractor fails or refuses to meet the Contractor’s reasonable, nondiscriminatory bond requirements;
4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
5. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215, and 1200 or applicable state law;
6. Pace’s DBE Liaison Office has determined that the listed DBE subcontractor is not a responsible Contractor;
7. The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;
8. The listed DBE is ineligible to receive DBE credit for the type of work required;
9. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract.
10. Other documented good cause that Pace’s DBE Liaison Office determines compels the termination of the DBE subcontractor. Provided that good cause does not exist if;
  - The Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE contractor was engaged; or
  - So that the Contractor can substitute another DBE or non-DBE subcontractor after contract award.

Before the Contractor seeks to terminate and/or substitute a DBE subcontractor, the Contractor must give notice in writing to the DBE subcontractor, with a copy to Pace's Project Manager and Pace's DBE Liaison Officer, of its intent to request to terminate and/or substitute, and the reason for the request. The DBE firm will have five (5) working days (or less if required by public necessity) to respond to the Contractor's notice and advise the DBE Liaison Officer and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why Pace should not approve the Contractor's action.

In the situation where the DBE's work scope has been modified by Pace, the Contractor must immediately notify Pace's Project Manager and Pace's DBE Liaison Officer to discuss a revised "Commitment to DBE Participation".

These provisions apply to post-award terminations and pre-award deletions of, or substitutions for, DBE firms put forward by offerors in negotiated procurements.

#### **E. Inspections and Records**

1. Pace may, with or without notice, periodically conduct on-site visits of any contract performance site or the place of business of any Contractor or DBE subcontractor from time to time during the course of a contract to ensure compliance with the requirements set forth in Pace's contracts. The DBE department may be assisted by other Pace staff, and shall be entitled to reasonable access to facilities, personnel, and records related to the compliance plan.
2. Pace may require verification of any commitment represented to us in connection with the Contractor's use of DBE businesses in the performance of this contract.
3. Pace reserves the right to review the certified payrolls, performance/payment records concerning subcontractors' payroll records, tax returns and records, and books of accounts for the Contractor and all subcontractors working on any Pace contract. Full access shall be granted upon 48-hours' notice by Pace or any duly authorized representative thereof or any law enforcement authority.

#### **F. Change Orders**

The contract specific DBE goals applicable to a contract may also be applicable to change orders or contract modifications, when the proposed change order work relates to the services provided by the DBE subcontractor.

#### **G. Non-Compliance and Sanctions**

1. Determination of Non-Compliance
  - a. It will be the responsibility of Pace's DBE Liaison Officer to monitor the compliance plan, as well as the fulfillment of any special conditions, work order goals, or other obligations of the contract as it pertains to the DBE program and DBE goals.
  - b. Prior to contract closeout, the DBE Liaison Officer shall determine whether a Contractor has complied with the obligations under its compliance plan and other related requirements. The Contractor has the burden of proving compliance with all obligations and requirements.
  - c. If the Contractor fails to fulfill the requirements of the compliance plan or other compliance-related contractual obligation, Pace will notify the Contractor of the deficiencies. Following notification, the Contractor shall have sixty (60) days to cure the deficiencies. If the deficiencies are not cured, Pace shall make a determination of non-compliance and recommend the imposition of sanctions.
2. Sanctions for Non-Compliance
  - a. Sanctions for non-compliance may include, but are not limited to, the following:
    - i. Withholding of payments under the contract;
    - ii. Recommendation not to exercise contract renewal option, if any;
    - iii. Termination of the contract;
    - iv. Debarment from future business with Pace.



## DBE Schedule A Checklist

*A completed and signed Schedule A consists of the following elements:*

1. Contractor
2. Name of Project
3. Phone
4. Email
5. LIQ Number
6. **TOTAL** Estimated Contract Amount
7. Projected DATES
8. Title of Affiant (Contractor Duly Authorized Representative)
9. Contractor Company Name
10. DBE Participant(s) Company Name(s)
11. Scope of Work / Description (In Detail) for Each DBE Participant
12. Dollar Amount of Each DBE Contract - **Total** from each DBE's Schedule B (should be listed as intended % of total contract price)
13. Net DBE Credit \*60% credited for materials and supplies (see notation below if applicable)
14. TOTAL Dollar Amount for All DBE Contracts Listed
15. TOTAL Net DBE Credit (If applicable)
16. Printed or Typed Name of Contractor 's Affiant
17. Title of Affiant
18. Signature of Affiant
19. Date Signed

*Note: This Checklist serves solely as a reference guide to assist the Bidder in adequately submitting all required documents*

### Instructions for NET DBE CREDIT

If the materials or supplies are obtained from a DBE manufacturer, count 100 percent (100%) of the cost of the materials or supplies toward DBE goals.

A **manufacturer** is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

If the materials or supplies are purchased from a DBE regular dealer, count 60 percent (60%) of the cost of the materials or supplies toward DBE goals.

A regular **dealer** is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

*Pace will not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.*

**SCHEDULE A**

**CONTRACTOR - SUMMARY OF DBE PARTICIPATION AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT**

NAME OF CONTRACTOR: (1) \_\_\_\_\_ NAME OF PROJECT: (2) \_\_\_\_\_

PHONE # (3) \_\_\_\_\_ EMAIL: (4) \_\_\_\_\_ LIQ NUMBER: (5) \_\_\_\_\_

TOTAL ESTIMATED CONTRACT AMOUNT: (6) \$ To Be Determined PROJECTED BEGINNING/ENDING DATES OF WORK: (7) \_\_\_\_\_

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am the  
(8) \_\_\_\_\_ ) and duly authorized representative of (9) \_\_\_\_\_

*(Title of Affiant)*

*(Name of Contractor)*

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

NAME OF DBE SUBCONTRACTOR (10)	SCOPE OF WORK TO BE PERFORMED (11)	AGREED SUBCONTRACT PRICE** (12)	NET DBE CREDIT * (13)
** PRICES REPRESENTED ON THIS PAGE SHOULD ACCURATELY REFLECT AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR. FOR LIQ SUBMITTALS, PRICES SHOULD BE LISTED AS INTENDED % OF TOTAL CONTRACT PRICE.		TOTAL DBE** (14) CONTRACT AMOUNT \$	
* ONLY 60% OF AGREED SUBCONTRACT PRICE MAY BE CREDITED FOR MATERIALS AND SUPPLIES		TOTAL NET** (15)	
<b>LIST ONLY BONA FIDE DBE OWNED &amp; CONTROLLED FIRMS THAT WILL PARTICIPATE IN THIS CONTRACT.</b>		DBE CREDIT \$	

**AFFIDAVIT OF CONTRACTOR – *failure to submit this form without a signature will result in the bid being rejected in its entirety***

The undersigned will enter into formal agreements with all listed DBE firms for work as indicated by this Schedule A and accompanying Schedules, and will enter into such agreements within ten (10) calendar days after receipt of the contract executed by Pace. In the event the Contractor cannot meet said ten (10) day schedule, it must provide a written explanation for the delay and an estimate date by which the written agreement will be completed.

I understand that if I knowingly provide incorrect information or false statements or fail to comply with contract DBE requirements that Pace has an obligation (49 CFR 29.17(B)) to inform the U.S. Department of Transportation who may then initiate actions which would prohibit the Contractor from participation in future government contracts and may result in conviction for a Class 2 felony, including a penalty for one and a half times the value of the contract. Any substitutions of the above-named subcontractors requires prior written approval from Pace.

I do solemnly declare and affirm under penalty of perjury that the contents of the foregoing document are true and correct, and no material facts have been omitted, and that I am authorized on behalf of the Contractor to make this affidavit.

\_\_\_\_\_  
*(Name of Contractor's Affiant – Print or Type)*

\_\_\_\_\_  
*Title of Affiant*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Date)*

## DBE Schedule B Checklist

### Letter of Intent from DBE to Perform as Subcontractor, Supplier and/or Consultant

*A completed and signed Schedule B consists of the following elements:*

1. LIQ Number
2. Name of Project
3. DBE Participant Company Name
4. Contractor Company Name
5. DBE Participant Address
6. DBE Participant Phone Number
7. DBE Participant Email Address
8. Date of IL UCP DBE Certification Letter
9. Description/Type of Work (In Detail)
10. Quantity/Unit Price, if Applicable
11. Dollar Amount of DBE Contract Total Sum Amount for Work or Extended individual Quantity Items) **NOTE: Specify Total Value B** (should be listed as intended % of total contract price)
12. Grand Total of above Amount(s) and/or Extended Price(s)
13. Phase (if Applicable) in Which Above-Described Work Will Be Performed

#### *Subcontracting Levels*

14. % \*\_\_\_ of the dollar amount of the DBE's Subcontract will be sublet to DBE Contractors.
15. % \*\_\_\_ of the dollar amount of the DBE's Subcontract will be sublet to non-DBE Contractors.

\* *This is to disclose the % of above-named DBE participant's work to be further subcontracted to others (DBE or non-DBE), not the DBE Participant's % of work on the Contractor's contract.*

\* *% is to be filled in with a Zero (0) if the above-named DBE Participant will not be further subcontracting any of the work described in this Schedule B*

16. Explanation and Description of the Work To Be Sublet (if applicable)
17. Printed Name/Title of Owner, President or Authorized Agent of DBE Company
18. Signature of Owner, President or Authorized Agent of DBE Company
19. Date Signed

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

20. Completed SCHEDULE C must be attached

*Note: This Checklist serves solely as a reference guide to assist the Bidder in adequately submitting all required documents.*

**SCHEDULE B**

**CONFIRMATION OF PROPOSED DBE PARTICIPATION**

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

LIQ NUMBER: (1) \_\_\_\_\_

NAME OF PROJECT: (2) \_\_\_\_\_

FROM: (3) \_\_\_\_\_  
(Name of DBE firm)

TO: (4) \_\_\_\_\_ and Pace.  
(Name of Contractor)

(5) \_\_\_\_\_  
(Address of DBE Firm)

(6) \_\_\_\_\_  
(Phone Number of Authorized Agent of DBE firm)

\_\_\_\_\_

(7) \_\_\_\_\_  
(Email Address of Authorized Agent DBE firm)

The DBE status of the undersigned is confirmed by the attached Letter of Certification from the IL UCP dated, (8) \_\_\_\_\_  
(If proposing to perform as a DBE/non-DBE Joint Venture, the Letter of Certification from the DBE venturer is attached along with a completed Schedule B and joint venture agreement).

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

<b>Description/Type of Work (In Detail)</b> (9)	<b>Quantity (if applicable)</b> (10)	<b>Dollar Amount of DBE Contract</b> (11)

**Total:** (12) \$\*\*  
**TOTAL VALUE**

\*\*PRICES SHOULD BE LISTED AS INTENDED % OF TOTAL CONTRACT PRICE

**Multi-Phase Project(s).** For those projects that are multi-phase, please indicate the phase in which the DBE will be performing work:  
(13)

\_\_\_\_\_

**SCHEDULE B - AFFIDAVIT OF DBE SUBCONTRACTOR**

**Subcontracting Levels**

(14) % \_\_\_\_\_ of the dollar amount of the DBE's subcontract will be sublet to **DBE Subcontractors**.

(15) % \_\_\_\_\_ of the dollar amount of the DBE's subcontract will be sublet to **non-DBE Subcontractors**.

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

IF **ANY** DOLLAR AMOUNT OF THE DBE'S SCOPE OF WORK WILL BE SUBLET, A BRIEF EXPLANATION AND DESCRIPTION OF THE WORK TO BE SUBLET MUST BE LISTED BELOW: (16)

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**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 the Contractor conditioned upon their execution of a contract with Pace, and will do so within (10) ten calendar days of their receipt of a signed contract from Pace.

I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions, which may include debarment and/or prosecution under applicable State and Federal laws.

\_\_\_\_\_  
*Print - Name and Title*

\_\_\_\_\_  
*Signature of Owner, President or Authorized Agent of DBE*

\_\_\_\_\_  
Date

**Pursuant to 49 CFR §26.13(b), each subcontract the contractor signs with a subcontractor must include the following assurance:**

*{ 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 Pace deems appropriate. }*

Pursuant to 49 CFR §26.27, Pace encourages you to utilize financial institutions owned and controlled by socially and economically disadvantaged individuals within your community.

**SCHEDULE C  
AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE**

***This Schedule C need not be submitted if all joint ventures 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: \_\_\_\_\_  
Street City State Zip

Phone number of joint venture: \_\_\_\_\_

**II. Identify each non-DBE venture(s):** \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Phone: \_\_\_\_\_

Contact person for matters concerning DBE compliance: \_\_\_\_\_

**III. Identify each DBE venturer(s):** \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Phone: \_\_\_\_\_

Contact person for matters concerning DBE compliance: \_\_\_\_\_

**IV. Describe the role(s) of the DBE venturer(s) in the joint venture:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**V. Attach a copy of the joint venture agreement.** In order to demonstrate the DBE venturer's share in the ownership, control management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the DBE's own forces, (3) work items to be performed under the supervision of the DBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the DBE to be dedicated to the performance of the project.

**VI. Attach a copy of the current IL UCP Letter of Certification for each DBE joint venturer.**

**VII. Ownership of the Joint Venture:**

A. What is the percentage(s) of DBE ownership in the joint venture?

DBE ownership percentage(s): \_\_\_\_\_

Non-DBE ownership percentage(s): \_\_\_\_\_

**SCHEDULE C**  
**AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE**

**VII. Ownership of the Joint Venture** *(continued)*:

A. 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 Pace contract and each contract completed during the past two (2) years by either of the joint venture partners participating in this joint venture:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

A. Joint venture check signing:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE C**  
**AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE**

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**D.** Acquisition of lines of credit:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**E.** Acquisition and indemnification of payment and performance bonds:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**F.** Negotiating and signing labor agreements:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

1. Supervision of field operations: \_\_\_\_\_  
\_\_\_\_\_
2. Major purchases: \_\_\_\_\_  
\_\_\_\_\_
3. Estimating: \_\_\_\_\_  
\_\_\_\_\_
4. Estimating: \_\_\_\_\_  
\_\_\_\_\_

**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?

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

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Trade	Non-DBE Firm (number)	DBE (number)	Joint Venture (number)

---

**Professional**

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---

**Administrative/Clerical**

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**Unskilled Labor**

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

A. Are any proposed joint venture employees currently employed by either venture? \_\_\_\_\_  
Employed by non-DBE (number): \_\_\_\_\_ Employed by DBE: \_\_\_\_\_

B. Identify by name and firm the individual who will be responsible for joint venture hiring:  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 Pace by the venturers. to provide to Pace current, complete and accurate information regarding actual joint venture work and the payment therefore, 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 Pace, 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 C 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 DBE Liaison Officer directly in writing or through the contractor if the joint venture is a subcontractor.*

\_\_\_\_\_  
Name of DBE Partner Firm

\_\_\_\_\_  
Name of Non-DBE Partner Firm

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Name and Title of Affiant (Type of Print)

\_\_\_\_\_  
Name and Title of Affiant (Type of Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## SECTION B – BID PROTEST PROCEDURES

### SECTION I

- A.** Pace will hear and consider a bona fide bid protest regarding its procurement actions in accordance with the following procedures. Due to the significantly reduced role of FTA in bid protests, as described in Section II, it is anticipated that the majority of all protests will be evaluated and finally decided by Pace. Accordingly, Pace intends to provide a thorough review of all bona fide bid protests. Pace'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 Pace. In its consideration of a bid protest, Pace reserves the right to give due consideration to the good faith efforts of the protestor to resolve the issue involved through informal methods.

### **B. Definitions**

For purposes of this section

1. The term "days" refers to working days of Pace
2. The term "interested party" means any person (a) who is an actual bidder/proposer or prospective bidder/proposer 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 Protests**

Any interested party may file a bid protest with Pace on the basis that Pace has failed to comply with applicable Federal or State law or with Pace's Procurement Regulations. The protest must be filed in accordance with the timing requirements set forth in subsection D 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 Pace to consider in making its decision

Protests should be submitted to:     Department Manager, Purchasing  
Pace  
550 W. Algonquin Road  
Arlington Heights, IL 60005

### **D. Types of Protests and Timing**

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

#### **1. Protests regarding solicitation**

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

This type of protest would include any claim that the 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 Pace failed to follow its Procurement Regulations in the solicitation of bids/proposals.

#### **2. Protests regarding bid evaluation (Invitation for Bids)**

Any bid protest regarding the evaluation of bids, submitted in response to an Invitation for Bid (IFB) issued by Pace, must be filed with Pace no later than **fifteen (15) days** after the public opening of bids. Any protest filed after such date which raises issues regarding the IFB evaluation will not be considered by Pace.

This type of protest would include any challenge to determinations by Pace 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 Pace's Procurement Regulations.

### **3. Protests regarding proposal evaluation (Request for Proposals)**

The Request for Proposal (RFP) evaluation process, and all evaluation materials associated with this process, shall be considered confidential until final award of the Contract is made. Therefore, any protest regarding the evaluation of proposals, submitted in response to an RFP issued by Pace, must be filed with Pace no later than **fifteen (15) days** after the date of Contract award. Any protest filed after such date which raises issues regarding the RFP evaluation will not be considered.

This type of protest would include any challenge to determinations by Pace of the responsiveness of a proposal or the responsibility of a proposer, or any claim that the evaluation of proposals violated Federal or State law or Pace's Procurement Regulations.

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

Any protest regarding the award of the Contract must be filed no later than **fifteen (15) days** after the date of award. Any protest regarding the award of the Contract filed after that date will not be considered by Pace.

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

## **E. Pace Response**

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

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

#### **a. Protests regarding solicitation**

Upon receipt of a timely filed protest regarding the solicitation, Pace 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, Pace will, in evaluating the protest, consider both the specific need of Pace for the feature or item challenged and whether competition is negatively impacted by including the specification regarding that feature or item. If Pace determines that such feature or item was included in the specification in order to meet justified and valid transit needs of Pace, and was not unduly restrictive of competition or designed to exclude a particular competitor, then Pace will have grounds to deny the protest.

#### **b. Protest regarding bid evaluation (Invitation for Bids)**

Upon receipt of a timely filed protest regarding the evaluation of bids, submitted in response to an Invitation for Bid (IFB) issued by Pace, Pace will suspend its evaluation, or award, of any or all bids submitted until resolution of the protest if Pace determines that the protestor has established that there is substantial evidence that there are doubts regarding the responsiveness of a bid or the responsibility of a bidder or regarding Pace's compliance with Federal or State law or its Procurement Regulations.

#### **c. Protest regarding proposal evaluation (Request for Proposals)**

Upon receipt of a timely filed protest regarding the evaluation of proposals, submitted in response to an RFP issued by Pace, Pace will issue a stop work order, if necessary, until the resolution of the protest if Pace determines that the protestor has established that there is substantial evidence that there are doubts regarding the responsiveness of a

proposal or the responsibility of a proposer or regarding Pace's compliance with Federal or State law or its Procurement Regulations.

**d. Protests after award**

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

**2. Decisions by Pace**

As indicated above, in most instances Pace will suspend the procurement process upon receipt of a bona fide bid protest. However, Pace 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 Pace determines that the protest was vexatious or frivolous
- 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, Pace will issue a written decision on the basis of the information provided by the protestor, the results of any meetings with the protestor, and Pace's own investigation. If the protest is upheld, Pace will take appropriate action to correct the procurement process and protect the rights of the protestor, including re-solicitation of bids/proposals, revised evaluation of bids/proposals or Pace determinations, or termination of the Contract. If the protest is denied, Pace 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 protests 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**

Under Circular 4220.1F, FTA has substantially limited its review of bid protests recognizing that most protest issues are best resolved at the State or Local level. FTA will now only accept protests alleging that: Pace failed to have written protest procedures; or, Pace violated their own protest procedures.

If a protest is brought before FTA on either of these allegations, the only remedy recognized by FTA under Circular 4220.1F is to require Pace to follow its own protest procedures. FTA does not have the right to change Pace's substantive decision by substituting FTA's judgment for that of Pace.

Any protest to FTA must be filed in accordance with the requirements contained in FTA Circular 4220.1F and may only be made by an "interested party" which FTA has defined as "an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of the Contract or by failure to award the Contract."

No protest may be filed with FTA later than five days after a final decision under Pace's procedure. As used in the preceding sentence, "filed" refers to the date of receipt by FTA and "days" refers to working days of the Federal Government.

Any alleged violation of a specified Federal requirement that provides an applicable complaint procedure shall be submitted and Buy America Requirements, 40 C.F.R. Part 661 (Section 661.15); Participation of Minority Business Enterprises in Department of Transportation Program, 49 C.F.R. Section 26.107.

**SECTION C – FTA/IDOT/RTA REQUIREMENTS WITH AFFIDAVITS AND CERTIFICATES**

**U.S. DEPARTMENT OF TRANSPORTATION (DOT)  
FEDERAL TRANSIT ADMINISTRATION (FTA)  
ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT)  
AND THE REGIONAL TRANSPORTATION AUTHORITY (RTA)**

The following terms and conditions are incorporated herein by reference and made a part of any contract(s) issued as a result of a Pace Request for Quotation, Invitation for Bid or Request for Letters of Interest and Qualifications.

**FTA Requirements**

1. **Fly America Requirements:** The Fly America requirements apply to all contracts greater than \$3,000 which include the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S. The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
2. **Surface Transportation Assistance Act/Buy America:** The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000). The Buy America requirements flow down from FTA recipients and sub-recipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The \$100,000 threshold applies only to the grantee's (Pace's) contracts, subcontracts under that amount are subject to Buy America.
  - A. Pursuant to Section 165.a and 165.b of the Surface Transportation Assistance Act of 1982, the Contractor acknowledges that federal funds shall not be appropriated or utilized for any contract awarded pursuant to this bid unless steel, cement and manufactured products used in such projects are produced in the United States; provided however, that the foregoing provision shall not apply where the Secretary of Transportation has made one of the following determinations:
    - (1) That the application of the foregoing provision would be inconsistent with the public interest
    - (2) That such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality
    - (3) In the case of the procurement of bus and other rolling stock (including train control, communication, and traction power equipment), that (a) the cost of components which are produced in the United States is more than 60% of the vehicle or equipment described in this paragraph, and (b) final assembly of the vehicle or equipment described in this paragraph has taken place in the United States
    - (4) That inclusion of domestic material will increase the cost of the overall project contract by more than 25%
  - B. For purposes of this section, in calculating components' costs, labor costs involved in final assembly shall not be included in the calculation.
  - C. Likewise, the Contractor agrees as a condition of responsiveness to and in order to induce the acceptance of this Bid Proposal, that it will submit with its Bid Proposal, a completed Buy America Certification as set forth herein.
3. **Charter Service Operations:** The Charter Bus requirements apply to the following type of contract: Operational Service Contracts greater than \$3,000. The Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

4. **School Bus Operations:** The School Bus requirements apply to the following type of contract: Operational Service Contracts greater than \$3,000. Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.
5. **Cargo Preference – Use of United States Flag Vessels:** The Cargo Preference requirements apply to all contracts greater than \$3,000 which involving equipment, materials, or commodities which may be transported by ocean vessels. The Contractor agrees:
  - A. To utilize privately owned United States flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo lines, 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.
  - B. To furnish within 20 days following the date of loading, for shipment 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 the preceding paragraph to Pace (through the prime Contractor in the case of subcontractor bills-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.
  - C. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.
6. **Seismic Safety:** The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings which are greater than \$3,000.00. 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 the 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.
7. **Energy Conservation Requirements:** The Energy Conservation requirements are applicable to all contracts which are greater than \$3,000. The Contractor agrees to comply with 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.
8. **Clean Water Requirements:** The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000. (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to Pace and understands and agrees that Pace 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. **Byrd Anti Lobbying Amendment:** Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. 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 any 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. The Standard Form-LLL shall be submitted to the Pace Legal Department, Attn: General Counsel who, pursuant to federal regulations, will submit the form(s) to the Federal Transit Administration.
10. **Audit:** Applicable to all contracts greater than \$3,000. The Contractor shall permit the authorized representatives of Pace, IDOT, FTA, RTA and the Comptroller General of the United States to inspect and audit all work, materials, data and records of the Contractor relating to performance under the contract.

11. **Federal Changes:** The Federal Changes requirement applies to all contracts greater than \$3,000. The 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 FTA Master Agreement (available from the FTA website) between Pace and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.
12. **Clean Air Requirements:** The Clean Air requirements apply to all contracts exceeding \$100,000 including indefinite quantities where the amount is expected to exceed \$100,000 in any year. The Clean Air requirements flow down to all subcontracts which exceed \$100,000. (1) The Contractor agrees to comply with all applicable standards, order 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 Pace and understands and agrees that Pace 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.
13. **Davis-Bacon and Copeland Anti-Kickback Acts:** The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works.

**(1) Minimum Wages**

- (i) All laborers and mechanics employed or working upon the 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), 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 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 which 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 paragraph (1)(iv) 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 which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall 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 Part 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 classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the



Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall 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.
- (iii) 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) 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.
- (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer 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 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall 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.

(2) **Withholding** – The Suburban Bus Division of the Regional Transportation Authority (Pace) shall 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 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 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 Suburban Bus Division of the Regional Transportation Authority (Pace) 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**

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the 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). Such records shall 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 shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially 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 shall 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.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Suburban Bus Division of the Regional Transportation Authority (Pace) for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 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 DC 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall 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 shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) 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;

(3) 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.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall 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.

(4) **Apprentices and trainees**

(i) Apprentices – Apprentices will be permitted to work at less than the predetermined rate for the work they performed 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, Bureau of Apprenticeship and Training, 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 Bureau of Apprenticeship and Training 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 shall 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, shall 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 shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a 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 journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall 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 hourly rate specified in the applicable wage determination. Apprentices shall 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, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) 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 job site shall not be greater than permitted under the plan approved 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 journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall 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 journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity – The utilization of apprentices, trainees and journeymen under this part 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 shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** – The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the 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 prime 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.
- (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 in this contract.
- (9) **Disputes concerning labor standards** – Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. 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** –
  - (i) 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).
  - (ii) 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).
  - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001

14. **Contract Work Hours and Safety Standards:** This Act applies to construction contracts greater than \$100,000 and, in very limited circumstances, non-construction projects greater than \$100,000.00 that employ laborers or mechanics on public work.

- (1) **Overtime requirements** – No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages** – In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages** – Pace shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts** – The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

15. **No Obligation by the Federal Government:** Applicable to all contracts greater than \$3,000. (1) Pace and the Contractor acknowledge and agree 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 Pace, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) The Contractor agrees to include the above clause in

each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

16. **Program Fraud and False or Fraudulent Statements or Related Acts:** These requirements are applicable to all contracts greater than \$3,000.

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. 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 to the extent the Federal Government deems appropriate.
- (2) The Contractor also acknowledges that if 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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

17. **Ineligible Contractors and Subcontractors:** Applicable to all contracts of any value. Any name appearing upon the Comptroller General of the United States' list of ineligible Contractors for federally financed and assisted projects shall not be eligible to act as a subcontractor for the Contractor pursuant to this contract. In the event the Contractor is on the Comptroller General's list of ineligible Contractors for federally financed or assisted projects, this contract may be canceled, terminated or suspended by Pace.

18. **Contracts Involving Federal Privacy Act Requirements:** When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts greater than \$3,000. The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract: (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, 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 that 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. (2) 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 Federal assistance provided by FTA.

19. **Civil Rights:** Applicable to all contracts greater than \$3,000. The Contractor, for itself, its assignees and successors in interests, agrees that it will comply with the following regulations:

- 1) **Construction Contracts** – For any contract for construction, the Contractor shall comply with the equal opportunity requirements of 41 CFR, Subsection 60-1.4(b)(1) and Subsection 60-1.4(c); the provisions of Executive Order 11246 Subsection 202 and as set forth in the most current FTA Master Agreement available from the FTA website. The Contractor shall include a citation to said requirements in all subcontracts.
- 2) **Nondiscrimination** – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 3) **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

- (a) Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action 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 for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - (b) Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - (c) Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 4) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
20. **Patent Rights:** Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information on contracts greater than \$3,000. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual. This Agreement shall be subject to the FTA's policy on any invention, improvement, or discovery conceived or first actually reduced to practice in conjunction with planning, research development or demonstration projects as stated in the most current FTA Master Agreement available from the FTA website.
21. **Copyright and Rights in Data:** Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information on contracts greater than \$3,000. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual. This Agreement shall be subject to the FTA's policy on copyrights and rights in data with respect to reports and other technical materials developed with in conjunction with planning, research development or demonstration projects. That policy as set forth in the most current FTA Master Agreement available from the FTA website permits the author or grantee to copyright the work but FTA reserves a royalty-free nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for Government purposes.
22. **Transit Employee Protective Provisions:** The Transit Employee Protective Provisions apply to each contract greater than \$3,000 for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.
- (1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:
    - (a) General Transit Employee Protective Requirements – To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

- (b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.
- (c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Non-urbanized Areas – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

- 23. Drug and Alcohol Testing: This provision applies to all Operational Service Contracts greater than \$3,000. The Contractor agrees to participate in Pace's drug and alcohol program established in compliance with 49 CFR 653 and 654 which if applicable shall be attached as a separate exhibit to this contract.
- 24. Incorporation of Federal Transit Administration (FTA) Terms: The incorporation of FTA terms applies to all contracts greater than \$3,000. 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 FTA Circular 4220.1F or most recent version 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 Suburban Bus Division of the Regional Transportation Authority (Pace) requests which would cause the Suburban Bus Division of the Regional Transportation Authority (Pace) to be in violation of the FTA terms and conditions.

#### IDOT/RTA/State Requirements

- 25. Illinois Prevailing Wage Act (820 ILCS 130): It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works. This Act applies to the wages of laborers, mechanics and other workers employed in any public works, as stated in the Illinois Prevailing Wage Act (820 ILCS 130), by any public body and to anyone under Contract for public works. This includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented. Public works is defined as all fixed construction work performed by or on behalf of any public body, paid in whole or in part with public funds.

Only such laborers, workers and mechanics as are directly employed by contractors or subcontractors in actual construction work on the site of the building or construction job, and laborers, workers and mechanics engaged in the transportation of materials and equipment to or from the site, but not including the transportation by the sellers and suppliers or the manufacturer or processing of materials or equipment, in the execution of any contract or contracts for public works with any public body shall be deemed to be employed upon public works. The wage for a tradesman performing maintenance is equivalent to that of a tradesman engaged in construction or demolition.

- 26. Bid Evaluation Requirements: In the event a single bid is received, it may be necessary for Pace to conduct a price and or cost analysis of the bid price with the Contractor's full cooperation. The Contractor shall provide all documents requested by Pace to perform the analysis.
- 27. The Americans with Disabilities Act: Applicable to all contracts greater than \$3,000. The Contractor agrees to comply with, and assure that any subcontractor complies with all applicable requirements of 42 USC 12101 et seq.

28. **Use of Metric Units of Measure and English Language:** All Contract documents, conferences, letters, technical information and drawings provided by the Contractor shall be conducted or offered solely in the English language and using both the U.S. customary system of weights and measures and the Metric units system of weights and measures.
29. **Interest of Members of Congress:** No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.
30. **Financial Assistance Contract:** This contract is subject to the provisions of the financial assistance contracts between Pace and other sponsoring agencies which are identified in the Invitation for Bids as FTA, IDOT, and RTA.
31. **State of Illinois Non-Collusion:** The bidder shall certify that the bid/proposal submitted was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation; that such bid is genuine and not collusive or sham, and that said bidder has not been a party to any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise, or to refrain from bidding and has not, directly or indirectly, by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the Suburban Bus Division of the Regional Transportation Authority (Pace) or any bidder or anyone else interested in the proposed contract
32. **State of Illinois Ineligible Contractors and Subcontractors:** The Contractor shall certify that it is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code (Ill. Rev. Stat. Chap.38,33E-1,ET.SEQ.)



## CERTIFICATION OF RESTRICTIONS ON LOBBYING

This Certification is required to be completed and returned with the solicitation if the offer **EXCEEDS \$100,000**. Failure to return this Certification with the solicitation may result in a determination that the offer is non responsive or unacceptable. The undersigned certifies, to the best of his or her knowledge or 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 any 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 any 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. The Standard Form-LLL shall be submitted to the Pace Legal Department, Attn: General Counsel who, pursuant to federal regulations, will submit the form(s) to the Federal Transit Administration.
- (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 sub-contracts, 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 failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_  
(Signature of authorized official)

\_\_\_\_\_  
(Printed/typed name)

\_\_\_\_\_  
(Title of authorized official)

## CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Suburban Bus Division of the Regional Transportation Authority (Pace). If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Suburban Bus Division of the Regional Transportation Authority (Pace), the Federal Government may pursue available remedies, including but not limited to, suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

---

(Signature and Title of Authorized Official)

**NON-COLLUSION AFFIDAVIT**

**IMPORTANT:** This affidavit must be properly completed and submitted with all bids

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
(Enter name of person making affidavit)

being first duly sworn, deposes and says that he/she is

\_\_\_\_\_  
(Enter "Sole owner", "A Partner", "President", or other proper title)

of \_\_\_\_\_  
(Enter name of firm)

the bidder submitting this proposal; that such bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation; that such bid is genuine and not collusive or sham, and that said bidder has not been a party to any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise, or to refrain from bidding and has not, directly or indirectly, by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the Suburban Bus Division or any bidder or anyone else interested in the proposed Contract. The bidder further certifies that it is not barred from contracting with any State or unit of local government as a result of a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Illinois Criminal Code (III. Rev. Stat. Chap.38,33E-1,ET.SEQ.)

\_\_\_\_\_  
(Signature of person making affidavit)

SUBSCRIBED AND SWORN TO BEFORE ME

this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
Notary Public

(NOTARY SEAL)

**CONFLICT-OF-INTEREST DISCLOSURE STATEMENT**

“In order to prevent real or apparent conflicts of interest, Pace prohibits Consultants that have participated in FTA-funded design or evaluation services from bidding on any resulting construction work, services, or capital equipment purchases. All specifications prepared by design consultants must be written in such a manner that any reasonable, competent contractor could understand the requirement and perform the work.”

\_\_\_\_\_, (“Consultant”) has been retained by Pace Suburban Bus to provide Architectural and Engineering Services.

Consultant affirms that it does not have any financial or other interest in the outcome of this project. Consultant further affirms that it does not have any agreement, enforceable promise, or guarantee to provide any future work on this project. Consultant has no associations or professional or business relationships with anyone who has a financial interest in the outcome of this project, nor does anyone with a financial interest in the outcome of this project exercise any control over the Consultant’s preparation of Construction Contract Documents or other work products.

Consultant further agrees to include a provision requiring compliance with this Conflict-of-Interest Disclosure Statement in all sub-awards at all tiers.

For: \_\_\_\_\_  
Consulting Firm Name

By: \_\_\_\_\_  
Authorized Officer

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

**Insurance Requirements – Professional Services**

**The Insurance documentation must be submitted, reviewed and approved by Pace Suburban Bus Service (further known as Pace) prior to the Contract award. At Pace’s discretion, the bidder or proposer’s failure to submit the required compliant insurance documents may result in a “Not Responsible” determination against your company. Pace also reserves the right to accept or reject the evidence of insurance coverage or other documentation provided at its own discretion.**

The Contractor, Supplier and/or Vendor (further known as *Contractors*) or Subcontractors and/or Independent Contractors (further known as *Subs/Independents*) shall provide and maintain insurance coverage required by this Contract. Evidence of required insurance coverage shall be provided on an **Acord 25-S** (or equivalent) Certificate of Insurance form. It is the *Contractors’* responsibility to verify that all *Subs/Independents* insurance coverage meets or exceeds the insurance requirements outlined in this exhibit/contract. All insurers must maintain a rating of **A-VII** or better as rated by A. M. Best Company. If an A.M. Best rating is not available due to insurance coverage being underwritten by an alternative Risk Financing Method (i.e. Self Insurance, Pooling, Captive, etc.) then the *Contractors* and/or insurer(s) shall provide **Pace** with the most recent audited financial statement, audit report notes, and any applicable State Insurance Department self-insurance approval documents.

**It is important to note that “Additional Insured” endorsements such as CG 2010 & CG 2037 or CG 2026 or comparable endorsement {General Liability}, CA 2048 {Automobile Liability}, and other policy endorsements (or their equivalents) required by this exhibit shall be submitted to Pace with the Acord 25-S-Certificate of Insurance before award of contract.**

The *Contractors* shall insert the substance of this Insurance Exhibit in subcontracts under this Contract and shall require all *Subs/Independents* to provide and maintain the insurance required. **It is the Contractors’ sole responsibility to ensure all Subcontractors/Independent Contractors insurance is in compliance with these requirements.**

**Minimum insurance requirements are those paragraphs below marked with an X:**

- Certificates of Insurance** shall provide evidence of all required insurance coverage, limits, endorsements, etc. and shall be issued to **Pace** for the duration of the contract or agreement term **plus** one additional year. If a *Contractors’* warranty or material warranty applies, evidence of insurance coverage shall be provided to **Pace** for the entire length of *Contractors’* warranty, and/or the length of materials warranty, whichever is greater. The *Contractors’* agent, broker, or insurer shall issue an updated Certificate of Insurance accompanied by required endorsements to **Pace** prior to the insurance policy renewal date each year.
- Workers Compensation and Employer's Liability Insurance** affording the following limits: **Coverage A-** Statutory Benefits and **Coverage B-Employer’s Liability**-\$500,000 Each Accident, \$500,000 Disease-Each Employee, \$500,000 Disease-Policy Limit. Executive Officers, Sole Proprietors, General Contractor’s utilizing Independent Contractor labor, and/or others not required by the Illinois Workers Compensation Act to obtain Workers Compensation insurance coverage agree to execute a **hold-harmless agreement**.
- Commercial General Liability Insurance (Broad Form)** with coverage and limits that meet or exceed the following parameters; coverage is written on an ISO CG 00 01 or other equivalent coverage form with the following limits:  
  
Each Occurrence-\$1,000,000  
General Aggregate-\$2,000,000  
Products/Completed Operations Aggregate-\$2,000,000  
Personal & Advertising Injury-\$1,000,000
- With respect to the **Commercial General Liability Insurance**, the **Regional Transportation Authority (RTA)** and **Pace, the Suburban Bus Division of the RTA**, shall be added by endorsement as Additional Insureds on the *Contractor’s* CGL policy.

- Business Automobile Insurance** with a Combined Single Limit (CSL) of not less than \$1,000,000 per accident for bodily injury and property damage liability arising from owned, non-owned, and hired vehicles.
- With respect to the **Business Auto Liability Insurance**, the **Regional Transportation Authority (RTA)**, and **Pace, the Suburban Bus Division of the RTA**, shall be added by endorsement as Additional Insureds on the *Contractor's* Auto policy.
- Professional Liability/Errors and Omissions Insurance** coverage with a limit of not less than \$1,000,000 per Occurrence and \$1,000,000 Policy Aggregate. Upon request by Pace, the Professional Liability policy shall be sent to the **Pace's** Insurance Manager for review of coverage terms, conditions, and exclusions. **Pace** reserves the right to accept or reject the evidence of coverage provided by the *Contractor*.
- The *Contractors'* "Other Insurance" policy clause shall be shown on the Certificate of Insurance with the following wording **"This insurance is primary, non-contributory, and not excess of any other insurance of Pace."**

**Notice of Cancellation on all Policies**

The Insurer and/or Agent/Broker shall endeavor to provide the written notice of cancellation to **Pace's** Insurance Manager **10** days prior to the effective date of cancellation. Failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

**Disclosure of a Deductible or Self-Insured Retention (SIR)**

If your company is self-insured or utilizes a Risk Financing Mechanism in which a deductible or SIR (self-insured retention) exceeds \$25,000, **Pace** reserves the right to request the most recent audited financial statements from the contractor and documents from the State Insurance Department granting self-insurance approval.

**Within five (5) business days of Pace's request and prior to contract award the insurance company, or its representative, shall submit an insurance certificate and corresponding endorsements that meet or exceed Pace's requirements.**

Purchasing Manager  
Pace Suburban Bus Service  
550 West Algonquin Road  
Arlington Heights, IL 60005-4412

FAILURE to comply with **Pace's** Insurance Requirements and provide evidence of insurance coverage as required by contract may result in your bid or proposal being rejected as not responsible. The *Contractors'* failure to carry, maintain and/or document required insurance shall constitute a breach of the contract. Any failure by **Pace** to demand or receive proof of insurance coverage shall not constitute a waiver of *Contractors'* obligation to obtain the required insurance. The *Contractors'* expressly agree that these insurance provisions in no way limit the *Contractors'* responsibilities under other provisions of the Contract, including the hold harmless and indemnification clause. *Contractors'* insurance agent shall, upon request by **Pace**, furnish a copy of the insurance policy addressed to the Purchasing Department Manager. *Contractors* shall not commence work herein until they have obtained the required insurance and has received **Pace's** approval.

## NEGOTIATION DOCUMENTS

To be incorporated upon successful negotiations with Consultant (Refer to Term Contract paragraph 3.1). This LIQ is not a Request for Proposal.

The Consultant awarded a Term Contract will receive Exhibit D Negotiation Documents, issued by Pace, as a part of this Agreement documenting mutually accepted compensation terms. Such terms will be applicable to the Consultant and address, at minimum:

- Document 1 – Approved Project Team Personnel and Current Salary (DWE) Rates
- Document 2 – Approved Overhead and Profit Rates
- Document 3 – Allowable/Billable Direct Costs/Expenses and Travel Time
- Document 4 – Blank Forms
  1. S100NF Architect Engineer Fee Proposal (Blank)
  2. CFI-A1 A-E Construction Observation Summary (Blank)
- Document 5 – Consultants Fee Proposal Package {Part A Pre-Design Services, Part B Design and Bidding/Negotiation Services and Part C Contract Administration/Closeout Services}
  1. Consultant's Fee Proposal dated {\_\_\_\_\_, 20\_\_}
  2. Consultant's Project Schedule dated {\_\_\_\_\_, 20\_\_}

## **Document 1: Approved Project Team Personnel and Current Salary (DWE) Rates**

Consultant's salary rates quoted in S100 A/E Fee Proposals must be actual verifiable Direct Wage Expense (DWE) salaries current at the time of each quotation. All Fee Proposals will be Lump Sum, utilizing Pace's S100 Form, unless requested otherwise by Pace, in accordance with the Contract. Any allowance amounts included in the Lump Sum Fee Proposal will, if accepted or established by Pace, be indicated in Pace's formal Notice to Proceed letter.

Consultant will assign key personnel pursuant to its LIQ and identify specific scope staff assignments with each S100 A/E Fee Proposal. Staff selections and changes are subject to approval by Pace.



**Document 2: Approved Overhead and Profit Rates**

To be incorporated upon successful negotiations with Consultant.

### **Document 3: Allowable/Billable Direct Costs/Expenses and Travel Time**

1. Direct Costs and Expenses - All direct costs/ expenses necessary to accomplish the Scope of Work and Contract Requirements are considered part of the Consultant's Lump Sum \$100 A/E Fee Proposal. All direct costs/expenses quoted by Consultant must show calculation breakdown using quantities and unit costs. In general, direct costs are allowable for all deliverables required by Pace (including reproduction and messenger delivery services for design progress submittals, bidding documents and construction record documents), travel and other quantifiable costs that are clearly not part of the Consultant's overhead. Pace will not require Consultant to submit receipts for these types of direct cost, except when an allowance is established for the particular cost item. The only direct costs/expenses that will be reconciled based on actual/approved costs, and subject to contract amount increase or decrease, will be those established as an allowance in Pace's Notice to Proceed letter. In general, the Consultant's costs for items for its own use (including, but not limited to computers, software, printing/copying, telephone, fax, postage) are considered part of the Consultant's overhead.
2. Travel Expenses - When part of an established allowance, travel expenses shall be billed at cost, with no mark-up or administrative fee, as they are incurred by the Contractor and are subject to the terms and conditions below.
  - a. Pace will reimburse business travel expenses incurred to get from one workplace to another in the course of business based on the Consultant's standard mileage rate to its employees. This standard mileage rate shall not exceed the current IRS Standard Mileage Rate.
  - b. Pace will reimburse travel costs for individuals traveling outside of the Chicago six-county region which includes Cook, DuPage, Kane, Lake, McHenry and Will counties.
  - c. Costs and expenses eligible for reimbursement will be those that are reasonable, allocable and allowable, as determined by Pace in accordance with Federal Acquisition Regulation (FAR) Part 31, Contract Cost Principles and Procedures, Subpart 31.2, Contracts with Commercial Organizations.
  - d. Airfare shall be the lowest customary standard, coach, or equivalent airfare offered during normal business hours.
  - e. Per Diem shall include lodging, meals, and incidental expenses. Per Diem expenses shall not exceed the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the contiguous United States (CONUS).
  - f. Itemized receipts shall be required for any expense of \$75.00 or more. Consultant shall document and provide to Pace the following information; date and place of the expense, purpose of the trip, name of person on trip and that person's title or relationship to the Consultant.
  - g. Alcoholic beverages are not reimbursable.
3. Travel Time - When part of an established allowance, travel time shall be billed from the Consultant's or sub-consultant's established local business address, based on actual travel time and not to exceed one hour each way to/from the project site.

Document 4: Forms (Blank)

1. S100NF Architect Engineer Fee Proposal Form (Blank)
2. CFI-A1 A-E Construction Observation Summary Form (Blank)



PACE SUBURBAN BUS  
 550 W. Algonquin Road  
 Arlington Heights, IL 60005  
 Fax (847) 228-2320

**S100NF ARCHITECT - ENGINEER FEE PROPOSAL**

Project Name:									
COP #/Description:									
Contract DBE % Required:					Project DBE % Proposed:				
Proposer Firm Name:					Contact Person:				
Firm DBE Status (Y/N):					Phone #:				
<b>PART A: PRE-DESIGN AND SUPPLEMENTAL SERVICES SUMMARY</b>									
Task Description (Attach fee breakdown include overhead + profit + direct costs for each item)									Amount
1.									
2.									
3.									
4.									
5.									
6.									
7. Sum of Lines 1 thru 6.	<b>Total Part A</b>								\$0.00
<b>PART B: DESIGN AND BIDDING/NEGOTIATION SERVICES</b>									
Discipline & Estimated No. of Drawings (Direct Labor)	P.M./Q.C.		Design		Draft/Cadd		Clerical		
	Hrs.	Rate	Hrs.	Rate	Hrs.	Rate	Hrs.	Rate	
8.									\$0.00
9.									\$0.00
10.									\$0.00
11.									\$0.00
12.									\$0.00
13.									\$0.00
14.									\$0.00
15.									\$0.00
16. Pace Review Mtgs									\$0.00
17. Subtotal lines 8 thru 16	0		0		0		0		\$0.00
18. Overhead (        % x Line 17)									\$0.00
19. Profit (        % x Line 17 and 18)									\$0.00
20. Direct Costs (Total for Part B Services from line 39a thru 39e on page 2)									\$0.00
21. Sum of Lines 17 thru 20.	<b>Total Part B</b>								\$0.00
<b>PART C: CONSTRUCTION ADMINISTRATION/CLOSEOUT SERVICES</b>									
22. Shop Drawings									\$0.00
23. Office Consultation									\$0.00
24. Records Documents									\$0.00
Construction Observation and Punchlist Site Visits									
Discipline	No.	@ Hrs	Hrs.	Rate	No.	@ Hrs	Hrs.	Rate	
25.			0				0		\$0.00
26.			0				0		\$0.00
27.			0				0		\$0.00
28.			0				0		\$0.00
29.			0				0		\$0.00
30. Subtotal lines 22 thru 29	0		0		0		0		\$0.00
31. Overhead (        0.00 % x Line 30)									\$0.00
32. Profit (        0.0 % x Line 30 and 31)									\$0.00
33. Direct Costs (Total for Part C Services from line 39f thru 39j on page 2)									\$0.00
34. Sum of Lines 30 thru 33.	<b>Total Part C</b>								\$0.00
35. Total Subcontracts (total from line 38 on page 2)									\$0.00
36. Sum of Lines 7+21+34+35 (complete and sign on page 2)	<b>Total Proposal</b>								\$0.00

<b>37. OVERHEAD/INDIRECT RATE INFORMATION</b>			
a. Government Audit Performed (Y/N)/Date:		Accounting period covered:	
b. Name & Address of Government Agency or Firm Making Audit:			
c. Attach Documentation of Audit (including all supporting data for proposed overhead rate)			
<b>38. SUBCONTRACT INFORMATION</b> (If more space needed, use blank sheets identifying item number)			
<b>Attach a completed duplicate of this fee proposal form as back-up for each subcontractor listed below.</b>			
NAME & ADDRESS OF SUBCONTRACTOR	DBE	TYPE OF CONTRACTED WORK	AMOUNT
	Y/N		
	Y/N		
	Y/N		
	Y/N		
	Y/N		
	Y/N		
<b>39. DIRECT COSTS</b> (For Parts B & C Services. Show Unit Cost & Quantity Breakdowns for each item)			
Item	No.	Unit Cost	
a. Part B Mileage (Round Trip Miles x No. of Trips x Unit Cost per Mile)	Mi		\$0.00
b.			\$0.00
c.			\$0.00
d.			\$0.00
e.			\$0.00
f. Part C Mileage (Round Trip Miles x No. of Trips x Unit Cost per Mile)	Mi		\$0.00
g.			\$0.00
h.			\$0.00
i.			\$0.00
j.			\$0.00
<b>CERTIFICATE</b>			
The labor rates and overhead costs are current and other estimated costs have been determined by generally accepted accounting principles. Consultant represents: (a) that he <input type="checkbox"/> has <input type="checkbox"/> has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the Consultant) to solicit or secure his contract, and (b) that he <input type="checkbox"/> has <input type="checkbox"/> has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the Consultant) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating to (a) and (b) above, as requested by the Department Manager, Purchasing.			
Proposer Firm Number of Employees:			
500 and under		Over 500	
Over 750		Over 1000	
Signature and title of authorized representative of proposer:			Date:

S100NF ARCHITECT-ENGINEER FEE PROPOSAL  
Revised March, 2013

Creation Date – February, 1998  
Rev. 1 August, 1998  
Rev. 2 May, 2011  
Rev. 3 May, 2012 (Federal)



**CAPITAL FINANCING AND INFRASTRUCTURE**  
**A-E CONSTRUCTION OBSERVATION SUMMARY**  
 (Must be submitted monthly and with invoice)

**PACE SUBURBAN BUS**  
 550 W. Algonquin Road  
 Arlington Heights, IL 60005  
 Fax (847) 228-2320

Observer Firm: \_\_\_\_\_ Project: \_\_\_\_\_  
 Prime A/E: \_\_\_\_\_ Gen. Contractor: \_\_\_\_\_

Month ( )	Observer No. 1		Observer No. 2		Observer No. 3		Observer No. 4		Observer No. 5	
Year ( )	( )	( )	( )	( )	( )	( )	( )	( )	( )	( )
Date	On-site	Travel	On-site	Travel	On-site	Travel	On-site	Travel	On-site	Travel
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
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21										
22										
23										
24										
25										
26										
27										
28										
29										
30										
31										

SAMPLE

<b>Total Hours</b>	0	0	0	0	0	0	0	0	0	0
x Hourly DWE										
x OH & P Multiplier										
<b>Subtotals</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Construction Observation and Travel Labor</b>										\$0.00

Number of Trips										
x Miles per Trip										
x Cost per Mile										
+ tolls / other										
<b>Subtotals</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Construction Observation Travel Costs</b>										\$0.00

Creation Date: August, 1998

CFI-A1 A/E CONSTRUCTION OBSERVATION SUMMARY  
 Revised May, 2013  
 J:\Architect-Engineering Contracts\A-E LIQ Master Templates\Draft Updates 8-7-14\CFI-A1 A-E CONSTRUCTION OBSERVATION SUMMARY - Revised May, 2013\SAMPLE

## **Consultant's Letter of Interest and Qualifications**

- To be incorporated once received from Consultant  
(Refer to LIQ Submittal Check List, preceding Term Contract signature page)

# ARCHITECT - ENGINEER QUALIFICATIONS

## PART I - CONTRACT-SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

### B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

### C. PROPOSED TEAM

*(Complete this section for the prime contractor and all key subcontractors.)*

	<i>(Check)</i>			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J.V. PARTNER	SUBCONTRACTOR			
a.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

*(Attached)*



**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
15. FIRM NAME AND LOCATION <i>(City and State)</i>			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i>		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

**19. RELEVANT PROJECTS**

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
b.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
c.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
d.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
e.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.			
b.			
c.			
d.			
e.			
f.			



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H. ADDITIONAL INFORMATION

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30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

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I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE



## **Pace Construction Project Forms and Standards**

- **CONSTRUCTION CONTRACT** 11/20/12 Revision
- Exhibit A – Special Construction Contract Conditions 5/13/13 Revision
- Exhibit B – Construction Proposal and Bid 1/22/13 Revision
- Exhibit C – General Terms and Conditions-Disadvantaged  
Business Enterprise Compliance Requirements-  
FTA/IDOT/RTA Requirements with Affidavits  
and Certificates 10/18/13 Revision
- Exhibit D – Construction Contract Bidder’s Sworn Work  
History Statement 7/16/2007 Revision
- Exhibit E – General Construction Contract Conditions 3/11/13 Revision
- **AIA G704 CERTIFICATE OF SUBSTANTIAL COMPLETION** 1992
- **CFI-A1 A-E CONSTRUCTION OBSERVATION SUMMARY** Rev. 2 – May, 2011
- **CFI-A2 PUNCH LIST** Rev. 2 – May, 2011
- **CFI-A3 REQUEST FOR PROPOSAL (RFP) FOR  
CONSTRUCTION CONTRACT WORK** Rev. 2 – April, 2012
- **CFI-A4 ELECTRONIC FILE SAVE NAMING CONVENTIONS  
FOR DRAWINGS AND SPECIFICATIONS** Rev. 2 – May, 2011
- **M0177 PACE LOGO USE SPECIFICATIONS** Rev. 1 – 7/12
- **CFI-C3 REQUEST FOR INFORMATION (RFI)** Rev. 1 – May, 2011
- **CFI-C5 ELECTRONIC FILE SAVE NAMING  
CONVENTIONS FOR SUBMITTALS** Rev. 2 – May, 2011

# CONSTRUCTION CONTRACT

**PACE**  
**SUBURBAN BUS DIVISION OF THE**  
**REGIONAL TRANSPORTATION AUTHORITY**  
**550 West Algonquin Road**  
**Arlington Heights, IL 60005**

**CONSTRUCTION CONTRACT**

THIS CONTRACT is entered into (to be completed by Pace), by and between Pace, the Suburban Bus Division of the Regional Transportation Authority, an organization under the laws of the State of Illinois (hereinafter called Pace) and (to be completed by Pace) hereinafter called (Contractor), upon the consideration and mutual promises contained herein, for the construction and completion of the work on the "Project" hereinafter described.

The Project is: \_\_\_\_\_

The Architect is: \_\_\_\_\_

**ARTICLE I - SCOPE OF WORK**

1.0 General. A summary description of the work is the \_\_\_\_\_ in accordance with the Contract Documents set forth herein. The Contractor, by entering into this Contract, agrees that it is an independent contractor and not an agent of Pace; and as an independent Contractor, agrees to perform and complete the Work on the Project described herein, in accordance with the plans, specifications, and requirements of this Contract and the exhibits and documents incorporated herein including, but not limited to, providing all permits and including all costs as denoted in Exhibit A.

1.1 Contract Documents. The following Exhibits, which are attached hereto and incorporated herein by reference, shall form the Contract Documents and are to be deemed fully a part of this Contract. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, whether written or oral.

- Exhibit A - Special Construction Contract Conditions
- Exhibit B - Construction Proposal and Bid
- Exhibit C - General Terms and Conditions-Disadvantaged Business Enterprise Compliance Requirements-FTA/IDOT/RTA Requirements with Affidavits and Certificates
- Exhibit D - Bidder's Sworn Work History Statement
- Exhibit E - General Construction Contract Conditions
- Exhibit F - Insurance Requirements
- Exhibit G - Labor Provision
- Exhibit H - Construction Specifications
- Exhibit I - Construction Plans
- Exhibit J - Specification for Project Sign



1.1.1 Interpretation. In the event of any conflict or inconsistency between the terms and conditions in the Contract and the incorporated Exhibits, the following order of precedence shall be used in the interpretation of the Contract Documents, except as may be otherwise expressly provided in other component parts of the Contract Documents: Construction Contract, Exhibit A, Exhibit E, Exhibit C, Exhibit I, Exhibit H, Exhibit B, Exhibit G, Exhibit F, Exhibit D, and any addenda which may be issued.

## **ARTICLE II - PERIOD OF PERFORMANCE AND DELIVERY**

2.0 Period of Performance. Contractor shall furnish the required Insurance Certificate within ten (10) working days from date of a signed Contract. The Contractor, as provided herein, is responsible to obtain Construction permits within a reasonable time from the date of Pace's written "Notice To Proceed". As time is of the essence, Contractor shall commence the work within ten (10) days from date the construction permit is issued and finally complete the Contract (including Pace's Final Acceptance) within \_\_\_ calendar days from the date of the issuance of Notice to Proceed.

2.1 Liquidated Damages. Any delay in the completion of this Contract beyond the time set forth in 2.0 above, unless extended by written change order, will result in added expense to Pace. The calculation of such an expense is difficult; therefore, Pace shall be paid liquidated damages (not as a penalty) for such delay in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per calendar day. Pace shall have the right to deduct and retain the amount of such liquidated damages from any monies due or that may become due to the Contractor.

2.2 Compliance with Award. Contractor's timely submission of acceptable documents requested in Pace's Contract Award Notification Letter including, but not limited to, Contractor's certificate of insurance, performance bond, payment bond, list of subcontractors, subcontract agreements, schedule of values, and names of field representatives within the time period set by Pace is a condition precedent to this Contract, and this Contract shall be void, without compensation to the Contractor, upon notice by Pace that it elects to enforce this condition precedent.

2.3 Extension of Time. The Contractor agrees that in the event Pace grants Contractor's request for a Change Order extending the period of performance for any reason stated in such a request, including but not limited to causes and obstructions not within the parties' contemplation at the time the Contract is executed, that Contractor will accept the extension of time to complete the work as full and final compensation and will not seek additional compensation.

## **ARTICLE III - CONSIDERATION AND PAYMENT**

3.0 Consideration. The Contractor shall receive as consideration for completion of the work described in this Contract, the amounts as set forth below, payable in U.S. Dollars, subject to reductions, if any, for liquidated damages and other appropriate set offs or credits as provided herein.

3.1 Contract Amount. The total amount of this lump sum Contract (herein "Contract Amount") shall not exceed \_\_\_\_\_ (to be completed by Pace) dollars and \_\_\_\_\_ (to be completed by Pace) cents (\$\_\_\_\_\_ (to be completed by Pace) without written amendment hereto, signed and executed by the parties hereto in the same manner as this Contract as provided herein.

3.2 Invoicing and Payment. Payment shall be made in accordance with Paragraph 26.2 of the General Contract Conditions (Exhibit E). Contractor shall submit its Application for Payment (AIA form G702) to: Pace, 550 West Algonquin Road, Arlington Heights, Illinois 60005, Attention: \_\_\_\_\_.

**ARTICLE IV - MISCELLANEOUS**

4.0 Headings. The articles, sections, paragraphs or other headings are for convenience and reference only and in no way define, limit or proscribe the scope or intent of this Contract or its Exhibits.

4.1 Entire Agreement And Understanding. The Contractor warrants and represents that in entering into this Contract, it relied solely on the Invitation for Bid and the other Contract Documents, and has not relied on any representation, inducement, forecast, or promise from or by any of Pace’s employees, design professionals, agents, or other parties. This Contract, together with any other document expressly incorporated, contains the entire agreement between the parties hereto and there are no prior or contemporaneous oral or written understandings or agreements binding on Pace affecting the subject matter of this Contract other than those expressly referred to therein. This Contract may not be modified or amended except by written amendment signed by the parties and no oral or written agreement, other understanding or acknowledgment, invoice, or other form used by Contractor, in any way purporting to modify or alter the provisions of this order resulting from acceptance by Contractor of this Contract will be binding upon Pace unless made in writing and signed by Pace's authorized representative.

4.2 Bid. Contractor’s execution of this Contract does hereby adopt its Construction Proposal and Bid, Exhibit B hereto, including the acknowledgement of all addenda therein.

4.3 Law And Venue. This Contract is made and shall be interpreted under the laws of the State of Illinois and the Contractor agrees and consents that all actions arising out of this Contract, to the extent they concern matters of state law, shall be brought in the Circuit Court of Cook County, Illinois, and any matters arising hereunder that are subject to pre-emptive federal jurisdiction shall be brought in the United States District Court for the Northern District of Illinois.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date of award shown below.

**CONTRACTOR**

**PACE**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
COMPANY ADDRESS

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
CITY, STATE, AND ZIP CODE

\_\_\_\_\_  
DATE OF AWARD

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
AUTHORIZED SIGNATORY’S TITLE

\_\_\_\_\_  
TELEPHONE NUMBER

## **SPECIAL CONSTRUCTION CONTRACT CONDITIONS**

### 1. Qualifications of Bidding Contractor

A qualified bidding contractor and his subcontractors shall satisfy at a minimum the following requirements:

- a. Be a licensed Contractor maintaining a permanent place of business for a minimum of 5 years;
- b. Have adequate equipment to do the work properly and expeditiously;
- c. Have suitable financial status to meet obligations incidental to the work and in accordance with the Contract;
- d. Have sufficient technical experience to fulfill the terms of the Scope of Work;
- e. Have sufficiently completed similar work of similar character and magnitude or demonstrated capacity to perform the Work.

The successful Bidder/Contractor may be required to provide a financial statement for the most recent year to assist Pace in verifying the Bidder/Contractor's financial capability to meet the requirements of the Contract, and other financial information Pace may require to evaluate the Bid.

### 2. Pre-Bid Meeting and Site Investigation

A pre-bid meeting and site visit has been scheduled to be held at the time and place shown in the cover letter for this Invitation for Bid. While attendance is not mandatory in order to submit a bid, it is recommended in order to obtain a full understanding of the work to be performed. Prior to making its bid, the bidder is responsible in its sole discretion, to verify all field conditions to ascertain the nature and location of the work and to satisfy itself as to the general and local conditions that affect the work and its cost, including but not limited to: (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, or similar physical conditions at the site; (4) the formation and condition of the ground; (5) the character of equipment and facilities needed preliminary to and during work performance; and (6) dewatering and bringing water to the site.

Where Pace has provided the bidder with surveys, soil borings, and topographical studies of the property, or an estimated take off from said documents, these documents and estimates are provided for information purposes only. Pace shall not be responsible, nor does it make any warranty, as to the accuracy of such information. The bidder is responsible to verify all field conditions, either by actual field investigation, performing actual field topographical studies, or a combination of same. The bidder must obtain and verify all measurements in the field and will be solely responsible for the accuracy of same. Pace relies on the Contractor's bid for the work in entering into this Contract, not on the underlying factors used by the bidder in arriving at its bid.

### 3. Bid Deposit

Each Bid must be accompanied by a Bid Deposit, as earnest money, in the form of a bid bond from a Surety Company (checks not accepted), made payable to the order of Pace Suburban Bus Service in the amount of 5%

of the Bid Price. As soon as the bid prices have been opened and compared, Pace will return the deposits of all except the three lowest bidders. When the Contract is executed, the deposit of the two remaining unsuccessful bidders will be returned. The bid deposit of the successful bidder will be retained until the 10-day documents are accepted and a Notice to Proceed is issued.

4. Lump Sum Bid

The bidder's quoted prices in its Construction Proposal and Bid (Exhibit B) will be taken as a stipulated lump sum price and must include all costs to the bidder for materials, labor, equipment, supervision, delivery, unloading, and handling of material and equipment on site, and any and all items of expense, fees, permits, taxes, duties, overhead and profit for the full and complete performance of the category of work as set forth in the proposal.

5. Allowance(s)

The Contractor's Bid shall include in the bid amount all allowances stated in the Contract Documents, if applicable. The Contractor's general condition expenses, including but not limited to, overhead, profit, bonds, and other expenses based on the total contract amount including the allowance, shall be included in the Contract Amount and not in the allowance. Whenever the costs are more than or less than the allowance, the Contract Amount shall be adjusted accordingly by Change Order under Exhibit E, Paragraph 18.

6. Unit Price(s)

Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Contract Documents. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purposes of comparison of Bids and determining an initial Contract Price. Determination of the actual quantities and classifications of Unit Price Work performed by the Contractor will be made by Pace, with the assistance of Pace's Architect as Pace deems necessary. Each unit price will be deemed to include an amount considered by the Contractor to be adequate to cover the Contractor's materials, labor, equipment, and general condition expenses, including but not limited to delivery, unloading and handling of material and equipment on site, bonds, overhead and profit for each separately identified item. The Contract Amount shall be adjusted by Change Order, i.e., extras/deducts, in accordance with Exhibit E, Paragraph 18, whenever actual quantities are more or less than estimated quantities. Unit prices may be rejected, accepted, or negotiated by Pace prior to Contract Award.

7. Performance and Payment Bonds

Performance and Payment Bonds each in the amount of 100% of the Contract price in the form and with a corporate surety satisfactory to Pace, will be required for the faithful performance of the Contract. **Contractor shall submit Performance and Payment Bonds (AIA Form A311) with its 10-day documents; there will be no substitutions to AIA Form A311.** Any attorney-in-fact who signs the bond must attach to each bond an effective copy of his power of attorney, dated the date of the bond, or specifically including such date within the authority conferred thereby.

8. Insurance Requirements

The successful bidder will be required to provide evidence of all required insurance coverage, limits, endorsements, etc. for the duration of the contract plus two additional years. Evidence of required insurance coverage shall be provided on an Acord 25-S (or equivalent) Certificate of Insurance form. The Certificate of Insurance and required policy endorsements (CG 20 10 or CG 20 37 or CG 20 26, CA 2048, etc.) must be submitted to and approved by Pace *prior to* contract award and *prior to* the required insurance policy expiration date. For a complete list of all insurance coverage requirements, please see Exhibit \_\_ [To be completed by Buyer: D, or whichever Exhibit is Insurance Requirements] of this \_\_\_\_\_. [To be completed by Buyer: IFB, RFQ, RFP, etc.]

9. Disadvantaged Business Enterprise (DBE) Requirements

PACE HAS SET A GOAL IN ACCORDANCE WITH THE DISADVANTAGED BUSINESS ENTERPRISE COMPLIANCE REQUIREMENTS IN EXHIBIT C

If the DBE goal is greater than zero percent, the Contractor must comply with all DBE requirements, including the provisions of Exhibit C, and must submit with its bid completed DBE forms indicating which DBE subcontractors will be utilized on the project to meet the DBE requirement. **All DBE subcontractors must be IL UCP DBE certified at the time of bid opening.** Contractors must use firms already listed in the above-mentioned DBE directory. Contractors are urged to contact Pace's DBE Liaison Officer with any questions prior to bid submittal at (847) 228-4257 to check their DBE compliance. If your company requires a copy of the IL UCP DBE Directory, you may either view it on Pace's website, [www.pacebus.com](http://www.pacebus.com) (select Business Opportunities, click on DBE Program, then click on Illinois Unified Certification Program and go to View the IL UCP DBE Directory).

10. Bid Submittal and Basis of Award

Bids must be completed, signed and received by the Pace Purchasing Department Manager at the time and place shown in the Pace Advertisement for Bids for this project at which time they will be publicly opened and read aloud. Bid evaluation and subsequent Contract award will be based on the total lump sum bid offered by the lowest responsive and responsible bidder. Bidders must quote all base bid, alternate bid, and unit price line items shown on the bidder's Construction Proposal and Bid, Exhibit B, in order to be considered responsive.

11. Bid Submittal Check List - The following documents should be submitted with your bid or it may be considered non responsive.

- Construction Contract (signed)
- Exhibit B – Construction Proposal and Bid including all base bid, alternate bid, and unit price line items (signed on each page)

- Exhibit C – DBE Compliance Requirements
  - Schedule A – Summary of DBE Participation (signed)
  - Schedule B – Confirmation of DBE Participation (signed) and copy of DBE certification approval letter and/or certificate issued to all proposed subcontractors
  - Schedule C – DBE Unavailability Certificate (signed)
  - Schedule D – Application for Joint Venture (signed and notarized)
- FTA/IDOT/RTA Certifications:
  - Buy America (signed)
  - Restrictions on Lobbying (signed)
  - Non-Collusion Affidavit (signed and notarized)
  - General/Prime Contractor Certification Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion (signed)
- Exhibit D – Bidders Sworn Work History Statement (signed and notarized)
- Bid Deposit (In the form of a Bid Bond from a Surety Company. Checks will not be accepted)
- Submit your bid in a sealed envelope stating IFB No. XXXXXX (Buyer please enter the IFB Number and Description of the Item/Service being solicited)

Bidders are cautioned not to qualify their bids by modifying the contract documents, either by alteration or by supplemental statements. Bids are to be in accordance with this Invitation for Bid. Bids which are not so made may be rejected as non-responsive.

Any questions regarding this Invitation for Bid must be submitted no later than ten (10) business days prior to the bid opening. Questions regarding this IFB shall be submitted in writing to \_\_\_\_\_ Pace's \_\_\_\_\_ Contract Buyer, at \_\_\_\_\_ or via fax at 847-228-4204. Questions submitted after this date will not be accepted. The bid opening date is \_\_\_\_\_ (date) at 2:00 P.M. Any bids received after this date and time will be rejected.

**CONSTRUCTION PROPOSAL AND BID**

TO: PACE, SUBURBAN BUS DIVISION OF THE  
REGIONAL TRANSPORTATION AUTHORITY  
550 West Algonquin Road  
Arlington Heights, IL 60005

FROM: COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
FEDERAL TAX IDENTIFICATION NUMBER: \_\_\_\_\_  
AUTHORIZED OFFICIAL: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**CONSTRUCTION PROPOSAL AND BID FOR THE PACE PROJECT LOCATED AT:**


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Bidder, by signing and submitting the attached Construction Contract (herein "Contract"), submits this Construction Proposal and Bid as its "Bid" to Pace, Suburban Bus Division of the Regional Transportation Authority (herein "Pace") and Bidder understands, that if it is the successful Bidder, the Contract, which is hereby incorporated by reference, will be executed by Pace and shall become the Contract between the Bidder therein identified as the Contractor, and Pace. The Bidder further agrees and represents that the Bidder has reviewed all of the exhibits and attachments to said Contract prior to submitting its Bid, and that the amount of its lump sum bid shall be deemed the "Contract Amount" as provided in Article III, Paragraph 3.1 of the Contract, and certifies that the Bid price is not dependent on substitutions or changes from the Construction Documents.

As a condition of award, Contractor agrees to comply with the Disadvantaged Business Enterprises requirements referred to in the Contract including the goals set forth therein. Firms claiming to be owned and controlled by minorities or women must be certified by Pace or provide evidence of current certification by other agencies acceptable to Pace's Disadvantaged Business Enterprise Office no later than the date of bid opening. Applications for certification may be obtained from Pace's Disadvantaged Business Enterprise Office (847) 228-4257.

This Bid includes the Lump Sum Bid, Page B-2, and the Unit Price Item Schedule, Page B-3.

Signature of Authorized Official Listed Above: \_\_\_\_\_

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

Phone: \_\_\_\_\_

**LUMP SUM BID**

The bidder shall submit a lump sum bid as denoted in Exhibit A including all allowances stated in the Contract Documents (if applicable). The bidder hereby acknowledges receipt of all Addenda which are incorporated herein by reference: Addenda Numbers \_\_\_\_\_ (if none, write "NONE"). **Failure to acknowledge Addenda may be cause for the bid to be considered non-responsive.**

**Bidders must bid on all elements of this Construction Proposal and Bid to be considered responsive.**

BASE BID:

TOTAL LUMP SUM BASE BID:

\_\_\_\_\_ Dollars  
(In Words)

\_\_\_\_\_ Dollars  
(In Figures)

ALTERNATE 1:

TOTAL LUMP SUM ALTERNATE BID:

\_\_\_\_\_ Dollars  
(In Words)

\_\_\_\_\_ Dollars  
(In Figures)

TOTAL LUMP SUM BID (LUMP SUM BASE BID PLUS ALL ALTERNATES):

\_\_\_\_\_ Dollars  
(In Words)

\_\_\_\_\_ Dollars  
(In Figures)

The undersigned Bidder, by signing this Bid, certifies that the above Bid price is based on the Pace Invitation to Bid and accompanying Contract Documents without reservation or exception, and is not dependent on substitutions or changes to the Construction Specifications or Plans.

Company Name: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_ Date: \_\_\_\_\_



**UNIT PRICE ITEM SCHEDULE**

The bidder shall submit unit prices in accordance with Exhibit A and all other contract requirements. Bidder acknowledges that the Quantities shown below have been included in the Base Bid portion of the Bidder's Total Lump Sum Bid (Page B-2), that the Quantities below are in addition to quantities identified per the Construction Plans and Specifications and that these quantities are not Guaranteed Final Quantities.

<u>ITEM DESCRIPTION</u>	<u>ADDITIONAL BASE BID QUANTITIES</u>	<u>UNITS</u>	<u>UNIT PRICE</u>
1.	_____	_____	\$ _____
2.	_____	_____	\$ _____
3.	_____	_____	\$ _____
4.	_____	_____	\$ _____
5.	_____	_____	\$ _____
6.	_____	_____	\$ _____
7.	_____	_____	\$ _____
8.	_____	_____	\$ _____
9.	_____	_____	\$ _____
10.	_____	_____	\$ _____

Company Name: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_ Date: \_\_\_\_\_

**GENERAL TERMS AND CONDITIONS**  
**DISADVANTAGED BUSINESS ENTERPRISE COMPLIANCE REQUIREMENTS**  
**AND FTA/IDOT/RTA REQUIREMENTS WITH AFFIDAVITS AND CERTIFICATES**

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The following instructions, terms and conditions shall apply to Pace solicitations and Contracts. All Pace Contracts shall be governed by Illinois Law. All Bidders shall be referred to as "Contractors" and all bids or offers as "Bids" or "Bid Quotations" in this section of the Contract.

#### SECTION A –GENERAL TERMS AND CONDITIONS

1. Conditions of Acceptance of Bid – This Contract expressly limits acceptance to the terms and conditions stated herein and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by the Contractor are objected to and hereby rejected unless accepted by Pace prior to the time and date of bid opening. The Contractor further understands and agrees that if this bid is accepted, the Contractor is to furnish any and all of the items or services upon which prices are quoted, at the price and delivery time stated, subject to all terms, conditions, and requirements set forth in the bid and in the resulting Contract. Pace reserves the right to extend the bid opening date and to reject any or all bids or any part thereof. Pace further reserves the right to excuse informalities in the bid when, in the judgment of Pace, the best interests of Pace will be served and the spirit of competition will be maintained.
2. Withdrawal of Bids – Once submitted, bids may be withdrawn only with Pace's consent prior to bid opening and may be superseded by a subsequent timely bid. Any bid received after the time and date specified for opening, or any postponement thereof, will not be considered and will be returned. Bids shall be irrevocable for a period of ninety (90) days after the opening thereof by Pace.
3. Errors in Bids – The Contractor is cautioned to verify any Bids made before submission. No bid may be withdrawn or changed after it has been opened unless Pace has determined:
  - A. That an obvious mistake of a mechanical or clerical nature was actually made; not just an error in judgment, such as underestimating material or service costs.
  - B. That the "mistaken" Contractor was not guilty of culpable negligence in making the error, or in delay in communicating the fact to Pace on discovery.
4. Irregular Bids – The Contractor understands that the bid must show the unit prices for all material or services which are proposed to be furnished, and that extensions must be shown and that if not so shown, their bid may be rejected as irregular.
5. Additional Charges – The price quoted for each item is the full purchase price, including packaging and delivery charges, and includes all premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. The Contractor warrants that prices include all charges for packing, crating and transportation to F.O.B. points.
6. Contractors Record and Qualifications – The Contractor, within forty-eight hours after being requested in writing by Pace, shall furnish evidence satisfactory to Pace of the Contractor's ability and responsibility, financial and otherwise, to furnish the material or service specified in the manner and at the time prescribed and in accordance with the specifications of Pace.

7. Modifications to Contract
  - A. Requests for any change in the Contract bid documents must be received in writing by Pace no later than ten (10) days prior to the date scheduled for the submission of Bids.
  - B. Request for any change in the Contract after award shall be submitted to Pace in accordance with Exhibit E of the Contract Documents for its prior approval. Oral change orders are not permitted. No change in the Contract shall be made except in writing signed by the Department Manager of Purchasing or his/her designated representative. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Contract and signed by Pace.
8. Cash Discounts – The Contractor offering the lowest bid shall be determined by comparing the gross individual unit prices, or the gross bid total, as applicable. Cash (early payment) discounts are not taken into consideration when determining the lowest bid.
9. Delivery – It is understood and agreed that time is of the essence of this Contract.
10. Indemnification – The Contractor shall indemnify, keep and hold harmless Pace, its agents, officials and employees against all injuries, losses, claims, suits, costs and expenses which may accrue against Pace as a consequence of granting the Contract including any copyright or patent infringement or claim of such infringement arising from the intended use of goods or services furnished hereunder. Contractor at its expense shall assume and defend all claims, demands and suits covered in this indemnification section with counsel selected by Contractor and subject to approval by Pace, which approval shall not be unreasonably withheld, except in the case of a conflict of interest in representing both Pace and Contractor, in which case, Contractor shall reimburse Pace for attorney fees, costs and expenses arising from such claims as they are incurred.
11. Processing Data Between Years and Centuries – Hardware, software and firmware delivered under this contract shall be able to accurately process data between years and centuries.
12. Regulatory Compliance – All goods and services furnished hereunder by the Contractor shall comply with all Federal, State and local laws, rules and regulations as applicable, including, but not limited to:
  - A. Surface Transportation Assistance Act of 1982, Section 165a of Public Law 100-17 (Buy America).
  - B. The Occupational Safety and Health Act of 1970, and the Illinois Toxic Substance Act, with respect to the design, construction or use for their intended purpose of said goods or services and the labeling of all goods and containers for the protection and safety of persons and property.
13. Equal Employment Opportunity – 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, age, national origin, ancestry, marital status, physical or mental handicap or unfavorable discharge from military service. 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, age, national origin, ancestry, marital status, physical or mental handicap or unfavorable discharge from military service. Such action shall include but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. If the Contractor is required to file an Affirmative Action Plan with any federal, state or local agency, the Contractor assures Pace that it is in full compliance with such filing requirements.

The Contractor agrees to comply with all provisions of the "Illinois Human Rights Act", 775 ILCS Title 5, as now or hereafter amended and with all rules, regulations, and guidelines on discrimination in employment as now or hereafter promulgated thereunder. All such provisions, rules, resolutions and guidelines, including but not limited to; Article VI "Equal Opportunity Clause" of the Rules and Regulations of the Department of Human Rights are hereby incorporated into the Contract by reference.

14. Disclosures – The Contractor shall not use or disclose any data, designs or other information belonging to or supplied by or on behalf of Pace, unless expressly authorized in writing by Pace. Upon Pace's request, such data, designs or other information and any copies thereof shall be returned to Pace. Where Pace's data, designs or other information are furnished to the Contractor's suppliers for procurement of supplies by the Contractor for use in the performance of Pace Contracts, the Contractor shall insert the substance of this provision in its Contract.
15. Non-Collusion – In submitting a signed price proposal to Pace, the Contractor warrants and represents that it has not paid and agrees not to pay any bonus, commission, fee or gratuity to any employee or official of Pace or to any other Contractor for the purpose of obtaining this Contract.
16. Conflict of Interest – Members of the Board, officers and employees of Pace, their spouses, their children, their parents, their brothers and sisters and their children, are prohibited from having or acquiring any Contract or any direct pecuniary interest in any Contract which will be wholly or partially performed by the payment of funds or the transfer of property of Pace in accordance with Section 4.03 of the Pace Regulations Governing Public Bidding (Ordinance SBD 92-102).
17. Bid Protest Procedures

#### SECTION I

- A. Pace will hear and consider a bona fide bid protest regarding its procurement actions in accordance with the following procedures. Due to the significantly reduced role of FTA in bid protests, as described in Section II, it is anticipated that the majority of all protests will be evaluated and finally decided by Pace. Accordingly, Pace intends to provide a thorough review of all bona fide bid protests. Pace'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 Pace. In its consideration of a bid protest, Pace reserves the right to give due consideration to the good faith efforts of the protestor to resolve the issue involved through informal methods.

- B. Definitions

For purposes of this section

1. The term "days" refers to working days of Pace
2. The term "interested party" means any person (a) who is an actual bidder/proposer or prospective bidder/proposer 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 Protests

Any interested party may file a bid protest with Pace on the basis that Pace has failed to comply with applicable Federal or State law or with Pace's Procurement Regulations. The protest must be filed in accordance with the timing requirements set forth in subsection D 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 Pace to consider in making its decision

Protests should be submitted to: Department Manager, Purchasing  
Pace  
550 W. Algonquin Road  
Arlington Heights, IL 60005

#### D. Types of Protests and Timing

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

1. Protests regarding solicitation

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

This type of protest would include any claim that the 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 Pace failed to follow its Procurement Regulations in the solicitation of bids/proposals.

2. Protests regarding bid evaluation (Invitation for Bids)

Any bid protest regarding the evaluation of bids, submitted in response to an Invitation for Bid (IFB) issued by Pace, must be filed with Pace no later than **fifteen (15) days** after the public opening of bids. Any protest filed after such date which raises issues regarding the IFB evaluation will not be considered by Pace.

This type of protest would include any challenge to determinations by Pace 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 Pace's Procurement Regulations.

3. Protests regarding proposal evaluation (Request for Proposals)

The Request for Proposal (RFP) evaluation process, and all evaluation materials associated with this process, shall be considered confidential until final award of the contract is made. Therefore, any protest regarding the evaluation of proposals, submitted in response to an RFP issued by Pace, must be filed with Pace no later than **fifteen (15) days** after the date of contract award. Any protest filed after such date which raises issues regarding the RFP evaluation will not be considered.

This type of protest would include any challenge to determinations by Pace of the responsiveness of a proposal or the responsibility of a proposer, or any claim that the evaluation of proposals violated Federal or State law or Pace's Procurement Regulations.

4. Protests Regarding Award of Contract

Any protest regarding the award of the contract must be filed no later than **fifteen (15) days** after the date of award. Any protest regarding the award of the contract filed after that date will not be considered by Pace.

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

E. Pace Response

1. Types of Protests

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

a. Protests regarding solicitation

Upon receipt of a timely filed protest regarding the solicitation, Pace 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, Pace will, in evaluating the protest, consider both the specific need of Pace for the feature or item challenged and whether competition is negatively impacted by including the specification regarding that feature or item. If Pace determines that such feature or item was included in the specification in order to meet justified and valid transit needs of Pace and was not unduly restrictive of competition or designed to exclude a particular competitor, then Pace will have grounds to deny the protest.

b. Protest regarding bid evaluation (Invitation for Bids)

Upon receipt of a timely filed protest regarding the evaluation of bids, submitted in response to an Invitation for Bid (IFB) issued by Pace, Pace will suspend its evaluation, or award, of any or all bids submitted until resolution of the protest if Pace determines that the protestor has established that there is substantial evidence that there are doubts regarding the responsiveness of a bid or the responsibility of a bidder or regarding Pace's compliance with Federal or State law or its Procurement Regulations.



c. Protest regarding proposal evaluation (Request for Proposals)

Upon receipt of a timely filed protest regarding the evaluation of proposals, submitted in response to an RFP issued by Pace, Pace will issue a stop work order, if necessary, until the resolution of the protest if Pace determines that the protestor has established that there is substantial evidence that there are doubts regarding the responsiveness of a proposal or the responsibility of a proposer or regarding Pace's compliance with Federal or State law or its Procurement Regulations.

d. Protests after award

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

2. Decisions by Pace

As indicated above, in most instances Pace will suspend the procurement process upon receipt of a bona fide bid protest. However, Pace 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 Pace determines that the protest was vexatious or frivolous
- 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, Pace will issue a written decision on the basis of the information provided by the protestor, the results of any meetings with the protestor, and Pace's own investigation. If the protest is upheld, Pace will take appropriate action to correct the procurement process and protect the rights of the protestor, including re-solicitation of bids/proposals, revised evaluation of bids/proposals or Pace determinations, or termination of the contract. If the protest is denied, Pace 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 protests 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

Under Circular 4220.1F, FTA has substantially limited its review of bid protests recognizing that most protest issues are best resolved at the State or Local level. FTA will now only accept protests alleging that: Pace failed to have written protest procedures; or, Pace violated their own protest procedures.

If a protest is brought before FTA on either of these allegations, the only remedy recognized by FTA under Circular 4220.1F is to require Pace to follow its own protest procedures. FTA does not have the right to change Pace's substantive decision by substituting FTA's judgment for that of Pace.

Any protest to FTA must be filed in accordance with the requirements contained in FTA Circular 4220.1F and may only be made by an "interested party" which FTA has defined as "an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of the contract or by failure to award the contract."

No protest may be filed with FTA later than five days after a final decision under Pace's procedure. As used in the preceding sentence, "filed" refers to the date of receipt by FTA and "days" refers to working days of the Federal Government.

Any alleged violation of a specified Federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with the applicable Federal regulations instead of the requirements of FTA Circular 4220.1F. For example, see the Buy America Requirements, 40 C.F.R. Part 661 (Section 661.15); Participation of Minority Business Enterprises in Department of Transportation Program, 49 C.F.R. Section 26.107.

18. Illinois Freedom of Information Act (FOIA)

As a government agency, Pace is subject to the Illinois Freedom of Information Act (FOIA) or 5 ILCS 140/1, et. seq. as amended. Therefore, the contents of this Invitation for Bids (IFB) or Request for Proposals (RFP) and the Contractor's proposal or bid submitted in response to this IFB or RFP are subject to the Illinois FOIA statutes. However, there are various items that may be exempt, which include but are not limited to trade secrets or commercial/financial information that are proprietary, privileged, or confidential, or where disclosure of the same would result in competitive harm (refer to Section 4002 of the Technology Advancement and development Act and to Section 7 of the Illinois Freedom of Information Act). If any such proprietary, privileged, or confidential information or data is included in the Contractor's bid or proposal, each page that contains this information or data should be marked as such (e.g., "Proprietary and Competition Sensitive") in order to indicate your claim to an exemption provided in the Illinois FOIA.

It is Pace's sole right and responsibility, however, to make the determination whether these items are exempt or not exempt under the Illinois FOIA statutes.

## SECTION B - DISADVANTAGED BUSINESS ENTERPRISE COMPLIANCE REQUIREMENTS

Pursuant to Federal regulations for Disadvantaged Business Enterprise (DBE) programs, Contractor agrees to the following DBE assurances, and agrees to include this clause in all subcontracts:

*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 Pace deems appropriate.*

### **PACE HAS SET A GOAL OF \_\_\_% DBE PARTICIPATION FOR THIS CONTRACT**

#### DBE RESPONSIVENESS REQUIREMENTS

**In order to be considered responsive, a bidder must make good faith efforts to meet the goal for Disadvantaged Business Enterprise (DBE) participation in this contract. The bidder must comply with Paragraphs A and B below and submit all documentation with submittal of the bid. If the bidder fails to do so, its bid will be deemed non-responsive and may be rejected.**

- A. Properly completing and signing Schedule A (Summary of DBE Participation). Schedule A is a list of all DBE subcontractors, their scope of work to be performed and dollar amount of participation of each DBE subcontractor.

**ANY DBE(s) LISTED ON SCHEDULE A MUST BE DBE CERTIFIED BY THE ILLINOIS UNIFIED CERTIFICATION PROGRAM (IL UCP) AT THE TIME OF THE BID OPENING.**

- B. Properly complete Schedule B (Confirmation of Proposed DBE Participation) of this Exhibit. Schedule B must list the name of the DBE subcontractor, a detailed description of DBE's scope of work, and dollar amount of participation of each, and only each, DBE that will participate in this contract. If the bidder is itself a DBE, the DBE bidder must indicate on Schedule B what scope of work its forces will actually perform outside of the work of any subcontractor, and the dollar amount of that work. If this amount does not satisfy the DBE goal, the DBE bidder must list the additional DBE subcontractor(s) that will satisfy the DBE goal, along with their scope of work and agreed upon subcontract amount(s). Schedule B must also be notarized.

#### DBE RESPONSIBILITY REQUIREMENTS

- A. DBE Joint Ventures

If the bidder is a DBE joint venture, a two-party signed joint venture agreement (Schedule C) must be submitted to Pace for Pace's approval along with your bid. This agreement must address the administrative, financial, and field responsibilities of each partner. The DBE participation must meet the criteria as set forth in the definitions in the following section "Calculating DBE Participation."

- B. Substitutions

The bidder cannot substitute any DBEs listed on Schedule A or C (if a joint venture) without prior written approval from Pace.

## CALCULATING DBE PARTICIPATION

**Pace will only count those DBEs that are certified by the IL UCP at the time of bid opening towards a Pace Contract goal.**

### A. Definitions

**“Disadvantaged Business Enterprise” or “DBE”** means a for-profit small business concern that meets all of the following criteria:

1. Is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one percent (51%) of the stock is owned by one or more such individuals
2. Whose management structure and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it
3. Is certified by the IL UCP at the time of bid opening

**“Good Faith Efforts”** means efforts to achieve a DBE goal which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. This definition is not intended to relieve the bidder of any of the responsiveness (or responsibility) requirements listed in SECTION B, *Disadvantaged Business Enterprise Compliance Requirements* of this Exhibit.

**“Joint Venture”** means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

**“Small Business concern”** means with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26.65(b).

**“Socially and Economically Disadvantaged”** individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

1. Any individual who Pace finds to be a socially and economically disadvantaged individual on a case-by-case basis.
2. Any individual in the following groups, members of which are presumed to be socially and economically disadvantaged:
  - a. *“Black Americans,”* which includes persons having origins in any of the Black racial groups of Africa;

- b. “*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;
- c. “*Native American*,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- d. “*Asian Pacific American*,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Island, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
- e. “*Subcontinent Asian American*,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Island, Nepal or Sri Lanka;
- f. “*Women*”;
- g. Any additional groups whose members are designated as socially and economically disadvantaged by the United States Small Business Administration (SBA), at such time as SBA designation becomes effective.

B. General Conditions/DBE Calculations

Pace will use the certification standards of Subpart D of *49 CFR Part 26* and the certification procedures of Subpart E of *49 CFR Part 26* to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. Pace will make its certification decision based on the facts as a whole.

As a partner in the IL UCP, Pace can provide, upon request, a directory of IL UCP DBE firms. The directory will also be available electronically at [www.pacebus.com](http://www.pacebus.com).

As required by 49 CFR Part 26.55, Pace counts DBE participation toward overall and contract goals as follows:

1. When a DBE participates in a contract, Pace counts only the value of the work actually performed by the DBE toward the DBE goal. Participation will only be credited in the DBE’s area of specialization. Credit for work in other areas requires additional support documentation for each of those areas.
2. Pace counts the entire amount of that portion of a contract that is performed by the DBE’s own forces. This includes the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the Contractor or its affiliate).
3. Pace counts the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided Pace determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

4. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
5. When a DBE performs as a participant in a joint venture, Pace counts a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.
6. Pace counts expenditures to a DBE toward DBE goals only if the DBE is performing a commercially useful function on this contract.
  - a. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, Pace must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of work, and other relevant factors.
  - b. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, Pace must examine similar transactions particularly those in which DBEs do not participate.
  - c. If a DBE firm acting as a Contractor and/or as a subcontractor under this contract does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, Pace must presume that it is not performing a commercially useful function.
  - d. Pace uses the following factors in determining whether a DBE trucking company is performing a commercially useful function:
    - i. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals;
    - ii. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract;
    - iii. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs;

- iv. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract;
  - v. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease agreement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE; and
  - vi. For purposes of this subparagraph (d), a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
- e. If a DBE is presumed not to be performing a commercially useful function as provided in these requirements, the DBE may present evidence to rebut this presumption. Pace may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.
  - f. Pace's decisions on commercially useful function matters are subject to review by the Federal Transit Administration, but are not administratively appealable to United States Department of Transportation.
7. Pace counts expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:
- a. If the materials or supplies are obtained from a DBE manufacturer, Pace counts 100 percent (100%) of the cost of the materials or supplies toward DBE goals;
  - b. For purposes of these requirements, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications;
  - c. If materials or supplies are purchased from a DBE regular dealer, Pace counts sixty percent (60%) of the cost of the materials or supplies toward DBE goals;
  - d. For purposes of these requirements, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
    - i. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question;
    - ii. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of

business as provided in this paragraph if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealer's own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis;

- iii. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph;
  - iv. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, Pace counts the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided Pace determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar service. Pace will not count any portion of the cost of the materials and supplies themselves toward DBE goals, however;
8. Pace will not count toward its overall goal the dollar value of work performed under a contract by a firm after it has ceased to be certified.
  9. Pace will not count the participation of a DBE subcontractor toward the Contractor's DBE achievements or Pace's overall goal until the amount being counted toward the goal has been paid to the DBE.

#### GOOD FAITH EFFORTS

In order to be responsive, a bidder must make good faith efforts to meet Pace's DBE goal in either of two ways. The bidder must either 1) document how it will meet the full goal by completing and signing Schedule A or C (if a joint venture); or 2) document its attempt to meet the goal through detailed, corroborating evidence, i.e. demonstrate that it took *all necessary and reasonable steps* which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if the bidder was not fully successful. Pace will make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. Pace will consider the quality, quantity, and intensity of the different kinds of efforts that the bidder/proposer made. The efforts employed by the bidder should be those that one would reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere *pro forma* efforts are not good faith efforts to meet the DBE contract requirements.

The following is a list of types of action that Pace will consider as part of the evaluation of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory check list, or to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

- A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, if applicable, advertising, and/or written notices) the interest of all certified DBEs who have the ability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.



- B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the bidder might otherwise prefer to perform these work items with its own forces.
- C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- D. Negotiating in Good Faith with interested DBEs
1. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes:
    - the names, addresses, and telephone numbers of DBEs that were considered
    - a description of the information provided regarding the plans and specifications for the work selected for subcontracting
    - evidence as to why additional agreements could not be reached for DBEs to perform the work
  2. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take into consideration a firm's price and capabilities, as well as contract goals. The fact that there may be some additional costs involved in finding and using DBEs, however, is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept high quotes from DBEs if the price difference is excessive or unreasonable.
- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within the industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by Pace or the bidder.
- G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices, and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

Pace will also take into account the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to commit to the contract goal, but others commit to the goal, Pace will raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have committed to the goal. If the apparent successful bidder fails

to commit to the goal, but meets or exceeds the average DBE participation obtained by other bidders, Pace may view this, in conjunction with other factors, as evidence that the apparent successful bidder made good faith efforts.

The DBE Liaison Officer for Pace is responsible for determining whether a bidder has properly committed to meet the DBE goal and whether a bidder who has not committed to meeting the goal has documented good faith efforts in order to be responsive. Pace must be satisfied that all information is complete and accurate, and adequately documents the bidder's good faith efforts before Pace commits to the performance of the contract by the successful bidder.

## RECONSIDERATION

In accordance with 49 CFR §26.53(d), if Pace determines that a bidder is not responsive because it has not committed to meeting the contract goal or has not documented sufficient good faith efforts, it will notify the bidder in writing, and the bidder will have five (5) business days after receipt of this notification to request administrative reconsideration. The bidder must make this request in writing to the following Pace Reconsideration Official:

General Counsel  
Pace Suburban Bus  
550 W. Algonquin Road  
Arlington Heights, IL 60005

The Reconsideration Official will not have played any role in the original determination that the bidder did not document sufficient good faith efforts.

As part of this Reconsideration, the bidder shall have the opportunity to provide written documentation or argument concerning the issue of whether it committed to meeting the contract goal or made adequate good faith efforts to do so. The bidder can also request in writing to meet in person with Pace's Reconsideration Official to discuss these issues; this request for a meeting must be submitted within five (5) business days after receipt of notification of non-compliance. Pace will send the bidder a written decision within 10 business days after its reconsideration request was received by Pace, explaining Pace's basis for the finding that the bidder did or did not meet the goal or did or did not make adequate good faith efforts to do so. The result of this reconsideration process is not administratively appealable to the United States Department of Transportation and Pace's decision shall be final.

## DOCUMENTATION REQUIREMENTS

### A. Documentation of Subcontracts and Subcontractor Agreements after Contract Award

The Contractor must submit copies of SIGNED contracts between the Contractor and the DBE companies listed on its original DBE Schedules A and B, to Pace in accordance with Contract Exhibit E, including SUBCONTRACTING LIMITATION AND SUBCONTRACTS provisions.

**FAILURE TO PROVIDE THE SIGNED SUBCONTRACT(S) TO PACE WITHIN THE TIME FRAME REQUIRED SHALL CONSTITUTE A BREACH OF THIS CONTRACT, AND UPON SUCH BREACH, PACE MAY TERMINATE THIS CONTRACT AND/OR EXERCISE OTHER SANCTIONS, PENALTIES, OR REMEDIES AS ALLOWED BY LAW OR EQUITY, AND AS PACE DEEMS APPROPRIATE.**

B. Documentation of Payments Made to DBE Firms

1. The Contractor must submit payment applications including current Contractor waivers, DBE companies' waivers, and other support documentation to Pace in accordance with Contract Exhibit E, including PAYMENTS AND COMPLETION provisions.
2. The Contractor must submit copies of the form illustrated below (including support documentation) to the DBE Liaison Officer on a quarterly basis. This form must be used in order to properly credit the Contractor's progress in attaining the DBE goal.

**SAMPLE ONLY – DO NOT COMPLETE**

Subcontractor Name (Company)	Description of services/work/product performed	Committed Percentage (for this reporting quarter)	Committed Percentage (YTD)	Total paid to Sub (Current quarter)	YTD paid to Sub (From date of contract)
				\$	\$
				\$	\$
				\$	\$
				\$	\$
<b>Total \$</b>					\$

- C. Pace may make on-site visits from time to time during the course of this contract to ensure compliance with the requirements set forth herein.

Pace may require verification of any commitment represented to us in connection with the Contractor's use of DBE businesses in the performance of this contract. Pace reserves the right to review the certified payrolls for the Contractor and all contractors working on this contract.

**Further, if problems should arise with respect to the Contractor's subcontract with any DBEs, please contact Pace's DBE Liaison Officer so that Pace may be apprised of all DBE issues.**

D. Substitution or Termination of DBE Firms

The Contractor may not terminate a listed and approved DBE subcontractor or an approved substitute DBE firm without the prior written approval of Pace's DBE Liaison Officer and Project Manager, in accordance with these provisions and in accordance with Contract Exhibit E, including Subcontracting Limitation and Subcontracts provisions. This includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. The Contractor will have to show good cause in order to terminate the listed and approved DBE firm.

Good Cause includes the following circumstances:

1. The listed DBE subcontractor fails or refuses to execute a written contract;
2. The listed DBE subcontractor fails or refuses to perform work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor;

3. The listed DBE subcontractor fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements;
4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
5. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215, and 1200 or applicable state law;
6. Pace's DBE Liaison Office has determined that the listed DBE subcontractor is not a responsible Contractor;
7. The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;
8. The listed DBE is ineligible to receive DBE credit for the type of work required;
9. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract.
10. Other documented good cause that Pace's DBE Liaison Office determines compels the termination of the DBE subcontractor. Provided that good cause does not exist if;
  - The Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE subcontractor was engaged; or
  - So that the Contractor can substitute another DBE or non-DBE subcontractor after contract award.

Before the Contractor seeks to terminate and/or substitute a DBE subcontractor, the Contractor must give notice in writing to the DBE subcontractor, with a copy to Pace's Project Manager and Pace's DBE Liaison Officer, of its intent to request to terminate and/or substitute, and the reason for the request. The DBE firm will have five (5) working days (or less if required by public necessity) to respond to the Contractor's notice and advise the DBE Liaison Officer and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why Pace should not approve the Contractor's action.

In the situation where the DBE's work scope has been modified by Pace, the Contractor must immediately notify Pace's Project Manager and Pace's DBE Liaison Officer to discuss a revised "Commitment to DBE Participation".

These provisions apply to post-award terminations and pre-award deletions of, or substitutions for, DBE firms put forward by offerors in negotiated procurements.

#### E. Inspections and Records

1. Pace may, with or without notice, periodically conduct on-site visits of any contract performance site or the place of business of any Contractor or DBE subcontractor from time to time during the course of a contract to ensure compliance with the requirements set forth in Pace's contracts. The DBE department may be assisted by other Pace staff, and shall be entitled to reasonable access to facilities, personnel, and records related to the compliance plan.
2. Pace may require verification of any commitment represented to us in connection with the Contractor's use of DBE businesses in the performance of this contract.

3. Pace reserves the right to review the certified payrolls, performance/payment records concerning subcontractors' payroll records, tax returns and records, and books of accounts for the Contractor and all subcontractors working on any Pace contract. Full access shall be granted upon 48-hours' notice by Pace or any duly authorized representative thereof or any law enforcement authority.

F. Change Orders

The contract specific DBE goals applicable to a contract may also be applicable to change orders or contract modifications, when the proposed change order work relates to the services provided by the DBE subcontractor.

G. Non-Compliance and Sanctions

1. Determination of Non-Compliance

- a. It will be the responsibility of Pace's DBE Liaison Officer to monitor the compliance plan, as well as the fulfillment of any special conditions, work order goals, or other obligations of the contract as it pertains to the DBE program and DBE goals.
- b. Prior to contract closeout, the DBE Liaison Officer shall determine whether a Contractor has complied with the obligations under its compliance plan and other related requirements. The Contractor has the burden of proving compliance with all obligations and requirements.
- c. If the Contractor fails to fulfill the requirements of the compliance plan or other compliance-related contractual obligation, Pace will notify the Contractor of the deficiencies. Following notification, the Contractor shall have sixty (60) days to cure the deficiencies. If the deficiencies are not cured, Pace shall make a determination of non-compliance and recommend the imposition of sanctions.

2. Sanctions for Non-Compliance

- a. Sanctions for non-compliance may include, but are not limited to, the following:
  - i. Withholding of payments under the contract;
  - ii. Recommendation not to exercise contract renewal option, if any;
  - iii. Termination of the contract;
  - iv. Debarment from future business with Pace.

## DBE Schedule A Checklist

*A completed and signed Schedule A consists of the following elements:*

- 1.** Contractor
- 2.** Name of Project
- 3.** Phone
- 4.** Email
- 5.** IFB/RFP Number
- 6.** **TOTAL** Estimated Contract Amount
- 7.** Projected DATES
- 8.** Title of Affiant (Contractor Duly Authorized Representative)
- 9.** Contractor Company Name
- 10.** DBE Participant(s) Company Name(s)
- 11.** Scope of Work / Description (In Detail) for Each DBE Participant
- 12.** Dollar Amount of Each DBE Contract - **Total** from each DBE's Schedule B)
- 13.** Net DBE Credit \*60% credited for materials and supplies (see notation below if
- 14.** TOTAL Dollar Amount for All DBE Contracts Listed
- 15.** TOTAL Net DBE Credit (If applicable)
- 16.** Printed or Typed Name of Contractor 's Affiant
- 17.** Title of Affiant
- 18.** Signature of Affiant
- 19.** Date Signed

*Note: This Checklist serves solely as a reference guide to assist the Bidder in adequately submitting all required documents*

### Instructions for NET DBE CREDIT

If the materials or supplies are obtained from a DBE manufacturer, count 100 percent (100%) of the cost of the materials or supplies toward DBE goals.

A **manufacturer** is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

If the materials or supplies are purchased from a DBE regular dealer, count 60 percent (60%) of the cost of the materials or supplies toward DBE goals.

A regular **dealer** is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

*Pace will not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.*

**SCHEDULE A**

CONTRACTOR - SUMMARY OF DBE PARTICIPATION AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

NAME OF CONTRACTOR: (1) \_\_\_\_\_ NAME OF PROJECT: (2) \_\_\_\_\_

PHONE # (3) \_\_\_\_\_ EMAIL: (4) \_\_\_\_\_ IFB/RFP NUMBER: (5) \_\_\_\_\_

TOTAL ESTIMATED CONTRACT AMOUNT: (6) \$ \_\_\_\_\_ PROJECTED BEGINNING/ENDING DATES OF WORK: (7) \_\_\_\_\_

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am the  
(8) \_\_\_\_\_ ) and duly authorized representative of (9) \_\_\_\_\_

*(Title of Affiant)*

*(Name of Contractor)*

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

NAME OF DBE SUBCONTRACTOR (10)	SCOPE OF WORK TO BE PERFORMED (11)	AGREED SUBCONTRACT PRICE (12)	NET DBE CREDIT * (13)
NOTE: PRICES REPRESENTED ON THIS PAGE SHOULD ACCURATELY REFLECT AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR.		TOTAL DBE (14) CONTRACT AMOUNT \$	
* ONLY 60% OF AGREED SUBCONTRACT PRICE MAY BE CREDITED FOR MATERIALS AND SUPPLIES LIST ONLY BONA FIDE DBE OWNED & CONTROLLED FIRMS THAT WILL PARTICIPATE IN THIS CONTRACT.		TOTAL NET (15) DBE CREDIT \$	

**AFFIDAVIT OF CONTRACTOR – failure to submit this form without a signature will result in the bid being rejected in its entirety**

The undersigned will enter into formal agreements with all listed DBE firms for work as indicated by this Schedule A and accompanying Schedules, and will enter into such agreements within ten (10) calendar days after receipt of the contract executed by Pace. In the event the Contractor cannot meet said ten (10) day schedule, it must provide a written explanation for the delay and an estimate date by which the written agreement will be completed.

I understand that if I knowingly provide incorrect information or false statements or fail to comply with contract DBE requirements that Pace has an obligation (49 CFR 29.17(B)) to inform the U.S. Department of Transportation who may then initiate actions which would prohibit the Contractor from participation in future government contracts and may result in conviction for a Class 2 felony, including a penalty for one and a half times the value of the contract. Any substitutions of the above-named subcontractors requires prior written approval from Pace.

I do solemnly declare and affirm under penalty of perjury that the contents of the foregoing document are true and correct, and no material facts have been omitted, and that I am authorized on behalf of the Contractor to make this affidavit.

\_\_\_\_\_  
*(Name of Contractor's Affiant – Print or Type)*

\_\_\_\_\_  
*Title of Affiant*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Date)*

## DBE Schedule B Checklist

### Letter of Intent from DBE to Perform as Subcontractor, Supplier and/or Consultant

*A completed and signed Schedule B consists of the following elements:*

- 1.** IFB/RFP Number
- 2.** Name of Project
- 3.** DBE Participant Company Name
- 4.** Contractor Company Name
- 5.** DBE Participant Address
- 6.** DBE Participant Phone Number
- 7.** DBE Participant Email Address
- 8.** Date of IL UCP DBE Certification Letter
- 9.** Description/Type of Work (In Detail)
- 10.** Quantity/Unit Price, if Applicable
- 11.** Dollar Amount of DBE Contract Total Sum Amount for Work or Extended individual Quantity Items) **NOTE: Specify Total Value**
- 12.** Grand Total of above Amount(s) and/or Extended Price(s)
- 13.** Phase (if Applicable) in Which Above-Described Work Will Be Performed

#### *Subcontracting Levels*

- 14.** % \* \_\_\_ of the dollar amount of the DBE's Subcontract will be sublet to DBE Contractors.
- 15.** % \* \_\_\_ of the dollar amount of the DBE's Subcontract will be sublet to non-DBE Contractors.

\* *This is to disclose the % of above-named DBE participant's work to be further subcontracted to others (DBE or non-DBE), not the DBE Participant's % of work on the Contractor's contract.*

\* *% is to be filled in with a Zero (0) if the above-named DBE Participant will not be further subcontracting any of the work described in this Schedule B*

- 16.** Explanation and Description of the Work To Be Sublet (if applicable)
- 17.** Printed Name/Title of Owner, President or Authorized Agent of DBE Company
- 18.** Signature of Owner, President or Authorized Agent of DBE Company
- 19.** Date Signed

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

- 20.** Completed SCHEDULE C must be attached

**Note: This Checklist serves solely as a reference guide to assist the Bidder in adequately submitting all required documents.**



**SCHEDULE B**

**CONFIRMATION OF PROPOSED DBE PARTICIPATION**

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

IFB/RFP NUMBER: (1) \_\_\_\_\_

NAME OF PROJECT: (2) \_\_\_\_\_

FROM: (3) \_\_\_\_\_  
(Name of DBE firm)

TO: (4) \_\_\_\_\_ and Pace.  
(Name of Contractor)

(5) \_\_\_\_\_  
(Address of DBE Firm)

(6) \_\_\_\_\_  
(Phone Number of *Authorized Agent of DBE firm*)

(7) \_\_\_\_\_  
(Email Address of *Authorized Agent DBE firm*)

The DBE status of the undersigned is confirmed by the attached Letter of Certification from the IL UCP dated, (8) \_\_\_\_\_  
(If proposing to perform as a DBE/non-DBE Joint Venture, the Letter of Certification from the DBE venturer is attached along with a completed Schedule B and joint venture agreement).

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

<b>Description/Type of Work (In Detail)</b> (9)	<b>Quantity (if applicable)</b> (10)	<b>Dollar Amount of DBE Contract</b> (11)
<b>Total:</b> (12)		<b>\$</b> _____
		<b>TOTAL VALUE</b>

**Multi-Phase Project(s).** For those projects that are multi-phase, please indicate the phase in which the DBE will be performing work:  
(13)

**SCHEDULE B - AFFIDAVIT OF DBE SUBCONTRACTOR**

**Subcontracting Levels**

(14) % \_\_\_\_\_ of the dollar amount of the DBE's subcontract will be sublet to **DBE Subcontractors**.

(15) % \_\_\_\_\_ of the dollar amount of the DBE's subcontract will be sublet to **non-DBE Subcontractors**.

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

IF **ANY** DOLLAR AMOUNT OF THE DBE's SCOPE OF WORK WILL BE SUBLET, A BRIEF EXPLANATION AND DESCRIPTION OF THE WORK TO BE SUBLET MUST BE LISTED BELOW: (16)

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**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 the Contractor conditioned upon their execution of a contract with Pace, and will do so within (10) ten calendar days of their receipt of a signed contract from Pace.

I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions, which may include debarment and/or prosecution under applicable State and Federal laws.

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*Print - Name and Title*

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*Signature of Owner, President or Authorized Agent of DBE*

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Date

**Pursuant to 49 CFR §26.13(b), each subcontract the contractor signs with a subcontractor must include the following assurance:**

*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 Pace deems appropriate.*

Pursuant to 49 CFR §26.27, Pace encourages you to utilize financial institutions owned and controlled by socially and economically disadvantaged individuals within your community.

**SCHEDULE C**  
**AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE**

*This Schedule C need not be submitted if all joint ventures 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: \_\_\_\_\_  
Street City State Zip

Phone number of joint venture: \_\_\_\_\_

**II. Identify each non-DBE venture(s):** \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Phone: \_\_\_\_\_

Contact person for matters concerning DBE compliance: \_\_\_\_\_

**III. Identify each DBE venturer(s):** \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Phone: \_\_\_\_\_

Contact person for matters concerning DBE compliance: \_\_\_\_\_

**IV. Describe the role(s) of the DBE venturer(s) in the joint venture:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**V. Attach a copy of the joint venture agreement.** In order to demonstrate the DBE venturer's share in the ownership, control management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the DBE's own forces, (3) work items to be performed under the supervision of the DBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the DBE to be dedicated to the performance of the project.

**VI. Attach a copy of the current IL UCP Letter of Certification for each DBE joint venturer.**

**VII. Ownership of the Joint Venture:**

A. What is the percentage(s) of DBE ownership in the joint venture?

DBE ownership percentage(s): \_\_\_\_\_

Non-DBE ownership percentage(s): \_\_\_\_\_

**SCHEDULE C**  
**AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE**

**VII. Ownership of the Joint Venture** *(continued)*:

A. 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 Pace contract and each contract completed during the past two (2) years by either of the joint venture partners participating in this joint venture:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

A. Joint venture check signing:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

**SCHEDULE C**  
**AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE**

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

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**D.** Acquisition of lines of credit:

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**E.** Acquisition and indemnification of payment and performance bonds:

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**F.** Negotiating and signing labor agreements:

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

1. Supervision of field operations: \_\_\_\_\_  
\_\_\_\_\_
2. Major purchases: \_\_\_\_\_  
\_\_\_\_\_
3. Estimating: \_\_\_\_\_  
\_\_\_\_\_
4. Estimating: \_\_\_\_\_  
\_\_\_\_\_

**IX. Financial Controls of Joint Venture:**

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

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

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**SCHEDULE C  
AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE**

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

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

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Trade	Non-DBE Firm (number)	DBE (number)	Joint Venture (number)

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**Professional**

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**Administrative/Clerical**

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**Unskilled Labor**

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**SCHEDULE C**  
**AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE**

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 Pace by the venturers, to provide to Pace current, complete and accurate information regarding actual joint venture work and the payment therefore, 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 Pace, 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 C 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 DBE Liaison Officer directly in writing or through the contractor if the joint venture is a subcontractor.*

\_\_\_\_\_  
Name of DBE Partner Firm

\_\_\_\_\_  
Name of Non-DBE Partner Firm

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Name and Title of Affiant (Type of Print)

\_\_\_\_\_  
Name and Title of Affiant (Type of Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

SECTION C – FTA/IDOT/RTA REQUIREMENTS WITH AFFIDAVITS AND CERTIFICATES

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION (FTA);  
ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT);  
AND THE REGIONAL TRANSPORTATION AUTHORITY (RTA)**

The following terms and conditions are incorporated herein by reference and made a part of any contract(s) issued as a result of a Pace Invitation to Bid or Request for Proposal.

1. Interest of Members of Congress – No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.
2. Financial Assistance Contract – This contract is subject to the provisions of the financial assistance contracts between Pace and other sponsoring agencies which are identified in the Invitation for Bids as FTA, IDOT, and RTA.
3. Ineligible Contractors and Subcontractors – Any name appearing upon the Comptroller General of the United States' list of ineligible contractors for federally financed and assisted projects shall not be eligible to act as a subcontractor for the Contractor pursuant to this contract.

In the event the Contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted projects, this contract may be canceled, terminated or suspended by Pace.

4. Patent Rights – This Agreement shall be subject to the FTA's policy on any invention, improvement, or discovery conceived or first actually reduced to practice in conjunction with planning, research development or demonstration projects as set forth in the most current FTA Master Agreement available from the FTA website.
5. Copyright and Rights in Data – This Agreement shall be subject to the FTA's policy on copyrights and rights in data with respect to reports and other technical materials developed with in conjunction with planning, research development or demonstration projects. That policy as set forth in the most current FTA Master Agreement available from the FTA website permits the author or grantee to copyright the work but FTA reserves a royalty-free nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for Government purposes.
6. Bid Evaluation Requirements – In the event a single bid is received, it may be necessary for Pace to conduct a price and or cost analysis of the bid price with the Contractor's full cooperation. Contractor shall provide all documents requested by Pace to perform the analysis.
7. Energy Conservation – The Contractor agrees to comply with 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.
8. Clean Water – (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to Pace and understands and agrees that Pace 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. Clean Air – (1) The Contractor agrees to comply with all applicable standards, order 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 Pace and understands and agrees that Pace will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) 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.
10. The Americans with Disabilities Act – The Contractor agrees to comply with, and assure that any subcontractor complies with all applicable requirements of 42 U.S.C. 12101 et seq. 29 U.S.C. 794, 49 U.S.C. App. 1612, and implementing regulations.
11. Use of Metric Units of Measure and English Language – All Contract documents, conferences, letters, technical information and drawings provided by the Contractor shall be conducted or offered solely in the English language and using both the U.S. customary system of weights and measures and the Metric units system of weights and measures.
12. Audit and Inspection of Records – The Contractor shall permit the authorized representatives of Pace, the Regional Transportation Authority, the State of Illinois, The U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to his performance under the Contract. Contractor acknowledges and agrees that representatives of the Office of Executive Inspector General and Office of Inspector General of Pace, have the authority and ability to: examine any record, information, data, reports, plans, projections, matters, contracts, correspondence, or other materials, and interview any employee, officer, or agent of Contractor with respect to performance of the terms, and provision of goods and/or services of this contract. Contractor agrees to cooperate fully and expeditiously with any investigation or audit conducted by an Inspector General.
13. Employment – The Contractor, for itself, its assignees and successors in interests, agrees that it will comply with the following regulations:
  - A. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in FTA programs, Title 49, code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), and as set forth in the most current FTA Master Agreement available from the FTA website. The Contractor shall include a citation to said requirements in all subcontracts.
  - B. Construction Contracts: For any contract for construction, Contractor shall comply with the equal opportunity requirements of 41 CFR, Subsection 60-1.4(b)(1) and Subsection 60-1.4(c); the provisions of Executive Order 11246 Subsection 202 and as set forth in the most current FTA Master Agreement available from the FTA website. The Contractor shall include a citation to said requirements in all subcontracts.
14. Contract Work Hours and Safety Standards – The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-333. The Contractor certifies that it complies with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act for any construction contract over \$2,000 and mechanics and laborers contracts over \$2,500. Section 102 requires contractors to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours with compensation of 1½ times the basic rate of pay for all hours worked in excess of the 40 hours. Section 107 provides that no laborer or mechanic shall be required to work in surrounding or under working conditions which are unsanitary, hazardous or dangerous.

15. Davis-Bacon and Copeland Anti-Kickback Acts – The Davis-Bacon and Related Acts apply to Contractors and subcontractors performing on federally funded or assisted Contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works.

A. Minimum wages

1. All laborers and mechanics employed or working upon the 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), 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 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 which 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 paragraph (1)(iv) 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 which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall 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 Part 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 classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

2. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - a. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - b. The classification is utilized in the area by the construction industry; and
  - c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
  - d. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.
3. If the contractor and the laborers and mechanics to be employed in the classification (if known), or

their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

4. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
5. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall 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.
6. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
7. 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.
8. The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
  - a. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - b. The classification is utilized in the area by the construction industry; and
  - c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
9. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer 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 30

days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

10. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
11. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall 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.

#### B. Withholding

1. Pace shall 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 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 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, Pace 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.

#### C. Payrolls and basic records

1. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the 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). Such records shall 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 shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially 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 shall 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.

2. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to Pace for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 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, DC 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.
3. Each payroll submitted shall 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 shall certify the following:
  - a. That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
  - b. 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;
  - c. 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.
4. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
5. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
6. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall 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.

D. Apprentices and trainees

1. Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed 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, Bureau of Apprenticeship and Training, 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 Bureau of Apprenticeship and Training 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 shall 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, shall 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 shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a 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 journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall 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 hourly rate specified in the applicable wage determination. Apprentices shall 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, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

2. 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 job site shall not be greater than permitted under the plan approved 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 journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall 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 journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
3. Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this

part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

E. Compliance with Copeland Act requirements

1. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

F. Subcontracts

1. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the 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 prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

G. Contract termination: debarment

1. 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.

H. Compliance with Davis-Bacon and Related Act requirements

1. 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 in this contract.

I. Disputes concerning labor standards

1. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. 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.

J. Certification of eligibility

1. 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).
2. 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).
3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

16. Illinois Prevailing Wage Act (820 ILCS 130) – It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works. This Act applies to the wages of laborers, mechanics and other workers employed in any public works, as stated in the Illinois Prevailing Wage Act (820 ILCS 130), by any public body and to anyone under

contract for public works. This includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented.

17. Certification of Restrictions on Lobbying – Any bidder or proposer submitting a price quotation in excess of \$100,000 is required to complete the attached certification. 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 any 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. The Standard Form-LLL shall be submitted to the Pace Legal Department, Attn: General Counsel who, pursuant to federal regulations, will submit the form(s) to the Federal Transit Administration. Furthermore, The Contractor to whom an award is made must require any subcontractors who will be performing work for which payment in excess of \$100,000 will be made, including payments under all subcontracts, loans and cooperative agreements, to complete the same certification and forward the same disclosure forms for submission to Pace through the prime Contractor prior to the start of work.
  
18. Cargo Preference – Use of United States Flag Vessels – The Contractor agrees:
  - A. To utilize privately owned United States flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo lines, 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.
  - B. To furnish within 20 days following the date of loading, for shipment 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 Pace (through the prime Contractor in the case of subcontractor bills-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.
  - C. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.
  
19. Fly America Requirements – The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U. S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
  
20. Surface Transportation Assistance Act/Buy America
  - A. Pursuant to Section 165.a and 165.b of the Surface Transportation Assistance Act of 1982, the Contractor acknowledges that federal funds shall not be appropriated or utilized for any contract awarded in excess of \$100,000 pursuant to this bid unless steel, cement and manufactured products used in such projects are produced in the United States; provided however, that the foregoing provision shall not apply where the Secretary of Transportation has made one of the following determinations:



1. That the application of the foregoing provision would be inconsistent with the public interest;
  2. That such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
  3. In the case of the procurement of bus and other rolling stock (including train control, communication, and traction power equipment), that (a) the cost of components which are produced in the United States is more than 60% of the vehicle or equipment described in this paragraph, and (b) final assembly of the vehicle or equipment described in this paragraph has taken place in the United States;
  4. That inclusion of domestic material will increase the cost of the overall project contract by more than 25%.
- B. For purposes of this section, in calculating components costs, labor costs involved in final assembly shall not be included in the calculation.
- C. Likewise, the Contractor agrees, as a condition of responsiveness to and in order to induce the acceptance of this Bid Proposal, that it will submit with its Bid Proposal, a completed Buy America form as set forth herein.
21. Notice of Federal Regulations – Pursuant to the most current FTA Master Agreement available from the FTA website, it is understood that new federal laws, regulations, policies and administrative practices may be established after the date of the Contract. To achieve compliance with any new federal requirements, Pace will notify Contractor of any changed requirements which apply to the Contract.
22. Seismic Safety – 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 the 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 (42 U.S.C. 7701 et seq.).
23. No Obligation by the Federal Government – Applicable to all Contracts greater than \$3,000. (1) Pace and the Contractor acknowledge and agree 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 Pace, the Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract. (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
24. Federal Changes – The Federal Changes requirement applies to all Contracts greater than \$3,000. The 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 FTA Master Agreement (available from the FTA website) between Pace and FTA, as they may be amended or promulgated from time to time during the term of this Contract. The Contractor's failure to so comply shall constitute a material breach of this Contract.
25. Program Fraud and False or Fraudulent Statements or Related Acts – These requirements are applicable to all Contracts greater than \$3,000.
- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may

make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. 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 to the extent the Federal Government deems appropriate.

- B. The Contractor also acknowledges that if 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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
  - C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
26. Incorporation of Federal Transit Administration (FTA) Terms – The incorporation of FTA terms applies to all Contracts greater than \$3,000. 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 FTA Circular 4220.1F or most recent version 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 Suburban Bus Division of the Regional Transportation Authority (Pace) requests which would cause the Suburban Bus Division of the Regional Transportation Authority (Pace) to be in violation of the FTA terms and conditions.
27. Civil Rights - Applicable to all Contracts greater than \$3,000. The Contractor, for itself, its assignees and successors in interests, agrees that it will comply with the following regulations:
- A. Construction Contracts – For any Contract for construction, the Contractor shall comply with the equal opportunity requirements of 41 CFR, Subsection 60-1.4(b)(1) and Subsection 60-1.4(c); the provisions of Executive Order 11246 Subsection 202 and as set forth in the most current FTA Master Agreement available from the FTA website. The Contractor shall include a citation to said requirements in all subcontracts.
  - B. Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
  - C. Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying Contract:
    - 1. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction

activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action 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 for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  3. Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- D. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**BUY AMERICA CERTIFICATION**

This Certification is required to be completed and returned with the solicitation if the offer EXCEEDS \$100,000 **and federal funds are to be used.**

A. Execute **one** of the two certifications below, as appropriate, for **steel or manufactured products**:

1. 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 and applicable regulations in 49 CFR Part 661:

Company: \_\_\_\_\_

Signature: \_\_\_\_\_ (Typed) \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

2. 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 Act of 1982, but it may qualify for an exception to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act and regulations in 49 CFR Part 661.7.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_ (Typed) \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**OR**

B. Execute **one** of the two certifications below, as appropriate, for **buses, rolling stock, communications equipment, etc.**:

1. 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 and the regulations in 49 CFR Part 661.11.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_ (Typed) \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

2. Certificate for 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, but may qualify for an exception to the requirement pursuant to Section 165(b2) or (b4) of the Surface Transportation Assistance Act and regulations in 49 CFR Part 661.7

Company: \_\_\_\_\_

Signature: \_\_\_\_\_ (Typed) \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## CERTIFICATION OF RESTRICTIONS ON LOBBYING

This Certification is required to be completed and returned with the solicitation if the offer **EXCEEDS \$100,000**. Failure to return this Certification with the solicitation may result in a determination that the offer is non responsive or unacceptable. The undersigned certifies, to the best of his or her knowledge or 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 any 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 any 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 failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_

By: \_\_\_\_\_  
(Signature of authorized official)

\_\_\_\_\_  
(printed/typed name)

\_\_\_\_\_  
(Title of authorized official)

## CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Suburban Bus Division of the Regional Transportation Authority (Pace). If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Suburban Bus Division of the Regional Transportation Authority (Pace), the Federal Government may pursue available remedies, including but not limited to, suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

---

(Signature and Title of Authorized Official)

**NON-COLLUSION AFFIDAVIT**  
**IMPORTANT: This affidavit must be properly completed and submitted with all bids**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
(Enter name of person making affidavit)

being first duly sworn, deposes and says that he/she is

\_\_\_\_\_  
(Enter "Sole owner", "A Partner", "President", or other proper title)

of \_\_\_\_\_  
(Enter name of firm)

the bidder submitting this proposal; that such bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation; that such bid is genuine and not collusive or sham, and that said bidder has not been a party to any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise, or to refrain from bidding and has not, directly or indirectly, by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the Suburban Bus Division or any bidder or anyone else interested in the proposed contract. The bidder further certifies that is it not barred from contracting with any State or unit of local government as a result of a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Illinois Criminal Code (III. Rev. Stat. Chap.38,33E-1,ET.SEQ.)

\_\_\_\_\_  
(Signature of person making affidavit)

SUBSCRIBED AND SWORN TO BEFORE ME

this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
Notary Public

(NOTARY SEAL)

R66 (5/92)

**CONSTRUCTION CONTRACT BIDDER'S SWORN WORK HISTORY STATEMENT**

In submitting this proposal the bidder, \_\_\_\_\_, being first duly sworn on oath, deposes and states that all statements made in this Sworn History Statement are made on behalf of the undersigned bidder in support of its Construction Proposal and Bid for the \_\_\_\_\_ and that the bidder is authorized to perform the specified work.

Bidder also deposes and states that he has carefully prepared, reviewed, and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

**IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS**

**JOINT VENTURES MUST SUBMIT SEPARATE  
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE  
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. Nature of Bidders Business: \_\_\_\_\_  
\_\_\_\_\_

2. Composition of Work - During the past three years, Bidder's work has consisted of:

___% Federal	___% As Contractor	___% Bidder's Forces
___% Other Public	___% As Subcontractor	___% Subcontractors
___% Private		___% Materials

3. Years in Business - State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: \_\_\_\_\_ years.

4. Contractor's License – State of Illinois Corporation/LLC File Number: \_\_\_\_\_.

5. Predecessor Organization - If Bidder has been in business under this current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
_____	_____	_____
_____	_____	_____



6. Related Experience - List at least three projects most comparably compared to the Pace Contract Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	_____	_____	_____
Owner Address	_____	_____	_____
Reference	_____	_____	_____
Telephone Number	_____	_____	_____
Type of System	_____	_____	_____
Amount of Contract	_____	_____	_____
Scheduled Completion Date	_____	_____	_____
Actual Completion Date	_____	_____	_____

Attach separate sheets if necessary to list additional comparable projects.

Bidder:

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires:

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## 1. AUTHORITIES AND LIMITATIONS

1.1 This Contract is made and shall be interpreted under the laws of the State of Illinois and Contractor agrees and consents that only the courts of Illinois shall have jurisdiction over controversies arising out of this contract, except where federal jurisdiction is mandated.

1.2 The headings for the articles, sections, and paragraphs are for reference only, and in no way limit or proscribe the scope or intent of this Contract or its Exhibits.

1.3 This Contract together with any other document expressly incorporated herein contain the entire agreement between the parties hereto and there are no prior or contemporaneous oral or written understandings or agreements binding on Pace affecting the subject matter of this Contract other than those expressly referred to therein. No agreement, other understanding or acknowledgment, invoice, or other form used by contractor to modify or alter the provisions of this order resulting from acceptance by Contractor of this Contract will be binding upon Pace unless made in writing and signed by Pace's authorized representative.

1.4 The Contractor shall perform the work at the direction of Pace. The Contractor, prior to the start of work and receipt of Pace's Notice to Proceed letter, shall advise Pace in writing the name of the Contractor's Project Manager, field superintendent, and major field representatives, and provide Pace with a means of contacting its representatives in the event of an emergency or need.

1.5 The Contractor is responsible for and assumes all risk and consequences of performing the Contract in accordance with the Contract provisions. Should Pace determine that the Contractor is not performing in accordance with the Contract, it retains authority as provided herein to suspend work, stop work, complete work, and default the Contractor as Pace may determine for failure to conform with the Contract's terms and provisions. Should the Contractor fail to conform its work to the Contract's terms and provisions, or fail to suspend or stop work at the direction of Pace, all risk and consequences of such conduct shall be the liability of the Contractor.

## 2. STANDARD REFERENCES AND DEFINITIONS

### 2.1 Standard References

2.1.1 All documents and publications (such as, but not limited to, manuals, handbooks, codes, standards and specifications) which are cited in this Contract or the specifications incorporated herein, for the purpose of establishing requirements applicable to equipment, materials, or workmanship under this Contract shall be deemed to be incorporated herein as fully as if printed and bound with this Contract. Wherever reference is made to any such document, the Contractor shall comply with the requirements set out in the edition specified in this Contract, or if not specified, the latest edition or revision thereof, as well as the latest amendment or supplement thereto, except as modified by, or otherwise provided in the specifications of this Contract.

2.1.2 The Contractor shall make available at the job site at all times the current revisions of the construction plans and specifications, along with the current and prior change orders, samples, and shop drawings, and upon request within a reasonable time, a copy of each trade's manual and standard which is incorporated by reference in this Contract and which concerns or governs quality of workmanship.

- 2.2 Definitions
- 2.2.1 The word “days” shall constitute calendar days of 24 hours measured from midnight to the next midnight, except where specified otherwise, including weekdays, weekends, holidays, and all other calendar days.
- 2.2.2 The word “furnish”, when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
- 2.2.3 The word “install”, when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials or equipment complete, wired and fully connected to all necessary utilities, and ready for intended use.
- 2.2.4 The words “perform” or “provide”, when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
- 2.2.5 When “furnish,” “install”, “perform,” or “provide” is used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- 2.2.6 The word “remove,” when used in connection with services, materials, or equipment, shall mean to demolish, transport off site and dispose of legally. Patch all unused openings to match adjacent construction materials and finish. Remove and terminate all unused conduit, wiring, and other utilities back to source. Exceptions to Demolish and Disposal: 1) Where reinstallation is specified, item shall be carefully removed, cleaned, and reinstalled, same as new work and 2) Where salvage is specified, item shall be carefully removed and turned over to Pace (on-site if no other location specified).
- 2.2.7 The word “replace,” when used in connection with services, materials, or equipment, shall mean to “remove” existing and “provide” new.
- 2.2.8 Pace shall appoint an “Architect” for the project who shall have the responsibilities and authority as provided in this Contract. Where “Architect” is used herein, it shall also include any engineer designated by Pace.
- 2.2.9 Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.
3. SUBMITTALS; PRODUCT, INSTALLER, AND SERVICE PROVIDER OPTIONS; RECORD DOCUMENTS; & COMPLIANCE DOCUMENTS
- 3.1 Submittals
- 3.1.1 Before submitting shop drawings, product data, and samples (herein referred to as “Submittals”), the Contractor shall determine and verify all field measurements, field construction criteria and materials related thereto. The Contractor, by such submission, shall be deemed to represent that he has acted in accordance with the Contract Documents, checked and coordinated the information contained within said Submittals, that same conform to the Contract Requirements, and has approved same. It shall be the responsibility of the Contractor to specifically inform the Architect in writing, with a copy to Pace,

of any deviation in said shop drawings, product data, or samples from the requirements of the Contract Documents. The Contractor shall submit, in writing, to Pace any requests for modifications to the Drawings and Specifications. Submittals for review and comment do not constitute a request in writing, unless it is brought to the attention of Pace and the Architect that specific changes are being requested. In any event, changes to the Drawings and Specifications by means of shop drawings become the responsibility of the party initiating and requesting changes.

- 3.1.2 The Contractor shall submit electronically, with such promptness as to cause no delay in his own work or that of any other Contractor, all shop and setting drawings and schedules required for the work of the various trades, checked and approved by him.
- 3.1.3 Contractor shall provide submittals as PDF files (Adobe Acrobat Professional 11.0 or earlier compatible format) using Pace's Electronic File Save Naming Conventions for Submittals, such submittals shall be emailed concurrently to Pace and the Architect and include a photographic record of samples, mock-ups or other physical components not able to be electronically submitted, to document that the submittal is complete. Provide hard copy submittals, two (2) copies to Architect and one (1) copy to Pace, in addition to electronic submittals when drawing components are larger than 11" x 17" at full original scale, when color charts are included, or when otherwise requested by Pace or the Architect. Contractor shall print two (2) color copies of electronically reviewed submittals and include in O&M Manuals and any additional copies required for the Contractor's own use or record.
- 3.1.4 Submittals will receive consideration only when complete with respect to quantity and all specified submittal components, stamped by Contractor, and covered by a transmittal letter signed by Contractor. Submittal package shall contain the list of items, name of project (including location), name of Contractor, contract number, applicable specification paragraph numbers, applicable drawing numbers (and other information required for exact identification of location for each item), manufacturer and brand, ASTM (American Society for Testing and Materials) or Federal Specification Number (if any) and such additional information as may be required by specifications for particular item being furnished. In addition, catalogs/product data shall be marked to indicate specific items submitted for approval. Any items received without a transmittal letter will be considered "unclaimed goods" and held for a limited time only.
- 3.1.5 Whenever extended (beyond General Contractor's contractual warranty covering the entire project) manufacturers', subcontractors', or other warranties are specified, submittal must include a sample copy of actual warranty including all proposed terms, conditions, and limitations. Any submittals which do not include the specified warranty information shall be considered rejected by Pace regardless of Architect's action. All warranties must expressly run to the benefit of Pace.
- 3.1.6 Each sample, certificate, manufacturers' literature and data shall be labeled to indicate the name and location of the project, name of Contractor, manufacturer, brand, contract number and ASTM or Federal Specification Number as applicable and location(s) on project. Required certificates shall be signed by an authorized representative of manufacturer or supplier of material, and by Contractor.
- 3.1.7 Submittal Processing Time: Contractor shall allow 21 days for cumulative review of each original complete submittal, including one resubmittal. Pace will not grant a time extension due to Contractor submittals failing to meet contract requirements.
- 3.1.8 Contractor will be responsible for additional construction administration costs associated with submittal re-reviews in accordance with Section 19.

- 3.1.9 The contractor shall prepare a shop drawing log, based on the submittals required in the specifications, using Pace’s Electronic File Save Naming Conventions for Submittals. The shop drawing log shall contain columns to identify the specification section or drawing number and a description of the product being submitted for review, electronic file name, and track the submittal dates, review dates, and reviewed status for submittals and resubmittals in 8½“ x 11” format and form otherwise acceptable to Pace. Contractor shall submit an initial log at the preconstruction meeting, make changes as directed by Pace, and submit an updated log at each progress meeting.
- 3.1.10 Contractor shall not commence any portion of the work that requires submittal of shop drawings, product data, or samples until said Submittals meet all contract requirements and have been favorably reviewed by the Architect. The contractor shall be responsible for coordination difficulties and all costs incurred from failure to submit shop drawings, product data, and samples in a timely manner.
- 3.2 Product, Installer, and Service Provider Options
- 3.2.1 Whenever an item of material or equipment, installer, or service provider is specified by reference standards or by description only, submit any manufacturer’s product, installer, or service provider meeting those standards or description.
- 3.2.2 Whenever an item is specified by using a proprietary name, it is not the intent of these specifications to exclude materials, equipment, installers, or service providers of equal value, utility or merit, subject to approval by Pace and the Architect. However, under no circumstances will the Contractor’s claim of inability to receive or install a specified item in a timely manner, such that the entire project will be completed in accordance with the contract period of performance, influence the approval of proposed equals or substitutions.
- 3.2.3 Whenever an item is specified by using a proprietary name or the name of a particular manufacturer, installer, or service provider, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or-equal” item or no substitution is permitted, other manufacturers, installers, or service providers may be submitted to Architect for review under the circumstances described below.
- 3.2.3.1 “Or-Equal” Items: If in both Pace’s and Architect’s discretion an item of material or equipment, installer, or service provider proposed by the Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Architect as an “or-equal” item, in which case review and approval of the proposed item may be accomplished without compliance with some or all of the requirements for approval of proposed substitutions. For the purposes of this paragraph, a proposed item of material or equipment, installer, or service provider will be considered functionally equal to an item so named if:
- 3.2.3.1.1 In the exercise of reasonable judgment Pace and Architect determine that: (1) it is at least equal in quality, durability, appearance, strength, and design characteristics; (2) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole; (3) it is supported by an equal warranty, and;
- 3.2.3.1.2 Contractor certifies that: (1) there is no increase in cost to Pace; and (2) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

- 3.2.4 Substitutions: If in Pace’s or the Architect’s discretion an item of material or equipment, installer, or service provider proposed by Contractor does not qualify as an “or-equal” item under Paragraph 3.2.3, it will be considered a proposed substitution.
- 3.2.4.1 Pace and Architect will consider requests for substitutions only within 21 days after the date of Pace’s Notice to Proceed letter.
- 3.2.4.2 Requests for review of proposed substitutions will not be accepted by Pace or Architect from anyone other than the Contractor.
- 3.2.4.3 Contractor shall first make written application to Pace and Architect for review of a proposed substitution that Contractor seeks to furnish or use. The application shall certify that the proposed substitution will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitution will prejudice Contractor’s completion of the contract (including Pace’s Final Acceptance) on time, whether or not use of the proposed substitution in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Pace for work on the Project) to adapt the design to the proposed substitution and whether or not incorporation or use of the proposed substitution in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitution from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitution, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by Architect in evaluating the proposed substitution. Architect may require Contractor to furnish additional data about the proposed substitution.
- 3.2.4.4 Special Guarantee: Pace may require Contractor to furnish at Contractor’s expense a special performance guarantee or other surety with respect to any substitution.
- 3.2.4.5 Contractor’s Expense: Contractor shall provide all data in support of any proposed substitution or “or-equal” at Contractor’s expense.
- 3.3 Record Documents
- 3.3.1 As-Built Drawings: The Contractor shall be responsible for maintaining as-built contract drawing markups, submittals, test reports and disposal documentation, operation and maintenance manuals, and other related documents (herein referred to as “Record Documents”). In general, the Contractor shall not use record documents for construction purposes and shall protect them from deterioration and loss in a secure location. Contractor shall provide access to Record Documents for Pace and Architect’s reference during normal working hours. Contractor shall create and maintain wiring diagrams of all electrical installations and make them available to Pace during construction, and shall deliver as-built wiring diagrams as part of the Record Documents at substantial completion.
- 3.3.2 Construction Drawings: Contractor shall maintain a white-print set (blue line or black line) of contract drawings and shop drawings in clean, undamaged condition, with mark-up of actual installation that varies substantially from the work as originally shown. Mark contract drawings to show field conditions fully and accurately. Where shop drawings are electronically generated, in a format compatible with Pace’s electronic drawing file standards and Pace agrees to incorporate shop drawings into contract record drawings, as-built markups incorporated into these shop drawing files will be



acceptable. Mark with red erasable pencil and, where feasible, use other colors to distinguish between variations in separate categories of work. Mark up new information that is recognizable as being of importance to Pace, but was for some reason not shown on either the contract drawings or shop drawings. Give particular attention to concealed work that would be difficult to measure and record at a later date. Include all change order work in as-built markups. Upon completion of markup and prior to final payment, one (1) colored line markup and one (1) black line copy of all “as-built” drawings shall be delivered to Pace.

3.3.3 Product Data and Samples: Contractor shall maintain copies of each sample and product data submittal, and mark up significant variations in actual work in comparison with submitted information. Include both variations in product as delivered to site, and variations from manufacturer’s instructions and recommendations for installation. Give particular attention to concealed products and portions of the work that cannot otherwise be readily discerned by direct observation.

3.3.4 Operation and Maintenance Manuals: Contractor shall provide two (2) complete sets of Operation and Maintenance Manuals, bound into heavy duty individual clear vinyl covered type 3-ring binders properly identified and indexed (thumb tabbed). Include pocket folders for folded sheet information. The binders shall be organized following the format of a cover sheet and table of contents to be submitted for Pace approval prior to the project reaching substantial completion. Manuals shall include directory of subcontractors and major suppliers (including scopes of work and key personnel contact information), warranties including General Contractor’s warranty letter in a format acceptable to Pace, listing emergency warranty request contact instructions and all extended warranties, with manufacturers’ warranty list and original warranty documentation (including supporting documentation such as packing slips, copies of invoices, or other forms where applicable) attached for all extended warranties, original stamped and approved shop drawings, product data, and samples with added operation and maintenance data (including spare parts listing, wiring diagrams, recommended “turn around” cycles, inspection procedures, and similar applicable information), testing reports, disposal documentation, training documentation, specifications, as-built record drawings, and change orders (including final RFI/RFP/COP log), and similar applicable information. Mark identification on both front and spine of each binder and deliver to Pace. In addition, Contractor shall provide one CD of the entire set of Operation and Maintenance Manual(s) as PDF files (Adobe Acrobat Professional 11.0 or earlier compatible format).

### 3.4 Compliance Documents

3.4.1 Disposal Documentation: Contractor shall prior to substantial completion, submit documentation to Pace that all construction and demolition debris and material has been disposed of legally. Documentation shall include information identifying the hauler, generator, place of origin, description, classification and weight or volume of material, and the location, Owner and Operator of the facility where the material was transferred, disposed, recycled or treated. Documentation shall also be provided to Pace if the material is brought to the Contractor’s property for further consolidation with other material.

3.4.2 Clean Air: Contractor shall provide evacuation and recapturing of Chlorofluorocarbons (CFCs) containing Freon in accordance with all applicable state and federal Environmental Protection Agency regulations, conforming to Section 608 of the 1990 Clean Air Act (CAA, 40 CFR Part 82). Contractor shall provide Pace with all required written documentation, including a recovery log and stating the date, quantity, and type of refrigerant added, removed, recaptured, and/or serviced. All recaptured refrigerant shall be recycled by a state certified reclaimer.

- 3.4.3 Recycling: Contractor shall recycle all lighting materials and other materials containing PCBs, mercury, acids, or alkalines in accordance with applicable U.S. and Illinois Environmental Protection Agency Regulations. Proper shipping papers and Certificates of Recycling must be submitted to Pace.
- 3.4.4 EPA: Contractor shall provide documentation that all special waste material and/or special waste liquid is properly disposed of in accordance with applicable U.S. and Illinois Environmental Protection Agency regulations for non-hazardous special waste.
- 3.4.5 Certification: All certificates and documents for Compliance Documents shall be indexed in the Manuals called for in Paragraph 3.3.4.

#### 4. SITE CONDITIONS AND SITE INVESTIGATION

- 4.1 Where Pace and/or the Architect has provided the Contractor with surveys, soil borings, and topographical studies of the property, and where it is provided estimated takeoffs, these are provided for information purposes only. Pace does not warrant nor shall it be responsible for the accuracy of any information provided to the Contractor. Prior to the start of the work, the Contractor is responsible in its sole discretion to verify all field conditions, either by actual field investigation or performing actual field topographical studies, or a combination of same. Pace has relied on the Contractor's Construction Bid for the work in entering into the Contract, not on the underlying factors used by the Contractor in arriving at the Contract Amount.
- 4.2 The Contractor shall be solely responsible to take actual measurements of the existing work where applicable, and verify all dimensions required for the work that is to be connected to the work now in place. Contractor shall immediately inform Pace of any discrepancies between the Contract requirements and the existing conditions before beginning any work that may be affected thereby.
- 4.3 The Contractor acknowledges that it has taken steps it deems reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions that can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, or similar physical conditions at the site; (4) the topography, formation, and condition of the ground; (5) the character of equipment and facilities needed preliminary to and during work performance; and (6) dewatering and bringing water to the site. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertained from an inspection of the site, including any exploratory work done by Pace, as well as from the drawings and specifications made a part of this Contract. The Contractor is solely responsible for properly estimating the difficulty and cost of successfully performing the work, and for proceeding to successfully perform the work without additional expense to Pace.
- 4.4 Pace makes no representation or warranty as to the accuracy of site and construction information made available to the Contractor by Pace, and shall not be responsible for any conclusions or interpretations made by the Contractor based on such information.

#### 5. DIFFERING SITE AND WORK CONDITIONS

- 5.1 In the event the Contractor encounters latent conditions at the project that could not be discovered in Contractor's due diligence, which in the opinion of the Contractor would expand or extend the scope of the Contractor's work in order to fully perform under the terms of the Contract Documents, the

Contractor, prior to commencing said work, shall give written notice to Pace and shall request a change order as provided herein.

5.2 No request by the Contractor for a change order shall be allowed, unless the Contractor has given prior written notice as required hereby.

## 6. LABOR, WORKING HOURS, AND MATERIALS

6.1 The Contractor shall be responsible for final completion of all of the work, either by its own labor forces or by subcontractors, and shall provide and pay for all labor, supervision, materials, equipment, tools, construction equipment, machinery, water, heat, utilities, transportation, and other facilities and services necessary for the Contractor to properly execute and complete the work, whether same be temporary or permanent, and whether or not same is incorporated in the work or ancillary to the completion of the work.

6.2 Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and Contractor will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without Pace's written consent (which will not be unreasonably withheld) given after prior written notice to Pace.

6.3 All materials incorporated into the work and all equipment provided shall be new and conform with the specifications and plans.

6.4 The Contractor shall be responsible for all cutting, fitting, or patching that may be required to make several parts fit properly together with improvements already in place and to complete the work. Any cutting or patching of work required by faulty construction, defective performance, defective materials, and/or non-conforming work shall be done only with the prior approval of Pace. Pace reserves the right to require the finished work and any repairs be restored to the performance level and condition as required by the plans and specifications in appearance and performance.

## 7. WARRANTY AND CONTRACT COMPLIANCE.

7.1 In addition to any warranties required by the Construction Specifications, Exhibit H, Contractor warrants that for a period of one (1) year from the date of Final Acceptance, with the exception of the landscape plant materials (trees, shrubs, perennials and groundcover) and sod/seed, Contractor will correct any defective material and/or non conforming work brought to the Contractor's attention, in writing, during the one (1) year period from the date of Final Acceptance. All warranties shall include correction of patent and latent defects, which are not discovered at the time of Final Acceptance. All warranty service work shall be completed within a reasonable time after Contractor is notified, and warranted for one (1) year after completion of repairs. For the landscape plant materials, all warranty terms are unchanged except that the only warranty period is one (1) year from the date of Substantial Completion and, during this period, the Contractor will make periodic inspections and notify Pace of any noted areas in need of maintenance. For the sod/seed, all warranty terms are unchanged except that the only warranty period is until the work has been deemed by Pace to be established (which is further defined as fully filled in and has been mowed twice). The Construction Specifications shall control where Contractor, installer and/or manufacturer warranty periods extend beyond the warranty periods stated above.

7.2 The Contractor warrants to Pace that all materials and equipment furnished under this Contract shall conform to the Contract terms, plans and specifications, and that all work performed under this Contract shall be of good or better quality and be free of any defects, and conform to the Contract requirements. All work performed not conforming to these requirements, and all substitutions not properly approved and authorized in advance, shall be considered defective. Pace reserves the right to require that the Contractor provide satisfactory evidence as to the source, conformity, and quality of the materials and equipment provided.

7.3 The Contractor shall also provide to Pace as Record Documents, all the warranties and guaranties of the manufacturers or subcontractors as referenced in Paragraph 3.3.4.

## 8. PERMITS AND TAXES

8.1 The Contractor shall be responsible for obtaining, and paying for, any necessary permits and related fees from utility companies and governmental entities, and to give all notices and comply with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. Such permit costs and fees will be at the Contractor's expense unless indicated as an allowance or indicated otherwise on Pace's bid form.

8.2 If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, the Contractor shall assume full responsibility therefore and shall bear all costs attributable or associated therewith.

8.3 Pace, as a public body, is exempt from taxes and shall not be responsible for any taxes of whatever kind or nature paid or incurred by the Contractor or its subcontractors.

## 9. SAFETY, INDEMNITY AND INSURANCE

9.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work, and shall take proper safety precautions and health precautions to protect the work, the workmen, and the property of others. The Contractor shall comply with all the laws and lawful orders of all public authorities bearing on the safety of persons or property or their protection from damage, injury or loss. This shall include the posting of danger signs and other warnings against hazards, promulgating safety regulations, and promptly remedying all damage or loss to any property caused in whole or in part by the Contractor or by the Contractor's subcontractors, and those directly or indirectly employed by them.

9.1.1 The Contractor represents that it will, prior to the start of work, fully train its employees and comply with all applicable OSHA standards and regulations pursuant to the services being provided.

9.2 In the event the Contractor encounters on the site conditions or materials that cause the Contractor to reasonably believe or suspect that the site contains hazardous substances, underground tanks, asbestos, or polychlorinated biphenyl (PCB), which have not been rendered harmless, the Contractor shall immediately stop work and report the condition to Pace and confirm same in writing. The work in the area so affected shall not be resumed except upon the written direction of Pace. Hazardous substance shall mean any matter giving rise to liability under the Resources, Conservation, Recovery Act (RCRA), 42 USC ' 6901, *et seq.*; the Comprehensive Environmental Response Compensation Liability Act (CERCLA), 42 USC ' 9601 *et seq.*; the Illinois Environmental Protection Act (IEPA), 415 ILCS, 5/1 *et seq.*; or any other applicable local, state, or federal law or regulations or common law theory of liability for nuisance or tort.

9.3 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Pace and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from the performance of the work; provided, the indemnification called for hereunder shall not include any claim, damage, loss, or expense caused by the negligence of the party indemnified hereunder.

9.4 The Contractor shall, at its own expense, provide and maintain insurance during the entire performance period of this Contract through final acceptance by Pace and through the warranty period in accordance with Exhibit F, which is hereby incorporated by reference. The insurance coverages shown on Exhibit F shall be deemed the minimum amount of insurance acceptable from the Contractor by Pace. Pace may, in its sole discretion, require the Contractor to provide additional insurance in order to protect Pace from any additional hazards or risk that might arise from the remedial or warranty work or work performed under a Change Order.

## 10. LIENS AND BONDS - PAYMENT & PERFORMANCE

10.1 Within ten (10) working days after Contract award, the Contractor shall furnish a performance bond (AIA Form A311), satisfactory to Pace, in an amount equal to 100% of the Contract price. No other form will be accepted. Where the contract documents specify a General Contractor's warranty obligation extending beyond one year, the bond shall remain in force for the General Contractor's entire warranty period.

10.2 Within ten (10) working days after Contract award, the Contractor shall furnish a payment bond (AIA Form A311) satisfactory to Pace in an amount equal to 100% of the Contract price, plus interest due thereon. No other form will be accepted.

10.3 Payment bonds and performance bonds must be provided by a company listed in Federal Register Circular 570, latest revision, Surety Companies Acceptable on Federal Bonds, or a company with a General Policyholder Rating of B+ or better and a Financial Rating of V or better as published by Best's Key Rating Guide, latest edition.

10.4 Pace will comply with the terms and provisions of the Illinois Public Lien Act. The Contractor shall indemnify and hold Pace harmless from Lien Act and/or contract claims and shall be liable to Pace for all costs and expenses, including but not limited to interest payable to subcontractors and attorney fees incurred by Pace, in connection with any subcontractor or subcontractors who give notice, attempt to perfect notice of lien on public funds, or bring suit thereon, or for contract claims against Pace. Upon the request of Pace, the Contractor shall give Pace additional assurances in the form of additional construction and financial data and/or expert reports that Pace may deem necessary in order to evaluate the liens, potential liens, and the Contractor's ability to pay such claims.

## 11. SUBCONTRACTING LIMITATION AND SUBCONTRACTS

11.1 The Contractor shall perform on the site, and with its organization's own work forces, work equivalent to at least twelve percent (12%) of the total amount of labor to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if, during performing the work, Pace determines that the reduction would be to the advantage of Pace.

11.2 Within 10 working days after Contract award, the Contractor shall furnish to Pace a list of proposed subcontractors, copies of their written, fully executed subcontract agreements with the Contractor, a

schedule of values (see Section 26 for additional details). Pace shall not unreasonably withhold its approval of subcontractors. The Contractor shall make no substitution for any subcontractor without Pace's approval of Contractor's written substitution request including proposed new subcontract agreement.

11.3 All subcontracts entered into by the Contractor shall have attached and/or incorporated by reference the Contractor's Contract with Pace and provide that all of the terms and conditions of said Pace Contract, including all Contract exhibits, shall control the terms and conditions of the subcontract. The Contractor shall add the following language to all subcontractor agreements: "Subcontractor is bound to Contractor by the same terms and conditions as the Contractor is bound to the Owner, as set forth in the contract documents of Pace Contract (include contract number). In the event of a conflict or omission, the terms and conditions of the contract between Pace and the Contractor shall control the terms and conditions of the contract between the Subcontractor and the Contractor." Failure by the Contractor to require compliance by any subcontractor with the applicable terms and conditions of this Contract, or to enforce such compliance, shall be a breach of Contract and subject the Contractor to the penalties set forth in Section 25. Each subcontractor shall similarly attach and reference the Contract with Pace in its subcontracts with sub-subcontractors.

11.4 If during the course of the work Pace has any reasonable objection to any subcontractor, the Contractor shall submit a substitute subcontractor to Pace for its approval, along with a proposed substitute subcontract for Pace's review.

11.5 Nothing contained in the Contract shall be construed as creating any Contractual relationship between any subcontractor and Pace. The divisions or sections of the specifications are not intended to control the Contractor in dividing the work among subcontractors, or to limit the work performed by any trade. The Contractor shall be responsible to Pace for acts and omissions of his own employees and of subcontractors and their employees, and subcontractors and agents. The Contractor shall also be responsible for the supervision and coordination of the work of the trades, subcontractors, materialmen, and suppliers. Pace will not undertake to settle any differences between or among the Contractor, subcontractors, materialmen, or suppliers.

## 12. SUPERVISION BY THE CONTRACTOR

During the performance of this Contract and until Final Acceptance, the Contractor shall directly supervise the work at all times with a competent on-site superintendent who is satisfactory to Pace and has authority to act for the Contractor. Contractor shall not replace the superintendent without the prior authorization of Pace.

## 13. INSPECTION, TESTS, AND OTHER CONTRACTS

13.1 Pace shall have the right to have and maintain personnel, its Architect and other consultants at the construction site to monitor progress and conduct such inspections and tests as are necessary to protect Pace's interests. Pace shall also have a right of inspection by its employees, architects, and agents at the Contractor's and its Subcontractor's places of manufacture or fabrication.

13.2 Contractor shall give Pace timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

13.3 Pace may undertake or award other Contracts for additional work at or near the site of the work under this Contract. The Contractor shall fully cooperate with the other Contractors and with Pace employees and shall carefully adapt scheduling and performing the work, heeding any direction that may be provided by Pace. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other Contractor or by Pace employees.

13.4 Contractor shall provide proper and safe conditions for access to site and its work for inspection, testing, and other contract personnel including governmental agencies with jurisdictional interests, and advise them of Contractor's site safety procedures and programs so that they may comply therewith as applicable.

13.5 If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Pace the required certificates of inspection or approval.

#### 14. MOBILIZATION AND COMMENCEMENT OF WORK

14.1 Contractor will commence work within the time designated by the Notice to Proceed, and thereafter prosecute its work so as not to cause any delays or interference with the completion of the project or the final acceptance of the project by Pace. If the Contractor does not commence work within the time called for or does not perform the work in a timely manner towards final acceptance, the Contractor agrees upon 3 days written notice from Pace to provide the necessary personnel and supply such equipment, material, overtime, labor workers, and other devices and facilities as necessary to expedite the work at no additional cost to Pace.

14.2 Contractor's timely mobilization of its forces and commencement of the Work is a condition precedent to this Contract and this Contract shall be void, without compensation to Contractor, upon notice by Pace that it elects to enforce this condition precedent.

#### 15. EXISTING FACILITY COORDINATION AND PROTECTION OF PROPERTY

##### 15.1 Existing Facility Coordination

15.1.1 Contractor shall not impede facility operations. All work must be performed in a manner so as to allow Pace to maintain normal daily operations at the existing facility throughout the project. Contractor shall keep driveways and entrances servicing premises clear and available to Pace, Pace's employees, Pace vehicles (particularly Pace bus movement), and emergency vehicles at all times; ensuring that Pace operations are not interrupted.

15.1.2 The Contractor shall confine its operations at site to areas permitted by law, permits, Contract Documents, Pace's permission, and required use of adjacent existing facilities. Contractor shall obtain and observe all site regulations. All spaces around where work will be done may be occupied by Pace personnel. Any work done during times of occupancy shall be limited in scope to prevent disturbing the occupants. The Contractor shall schedule work in such a manner as to not disrupt mechanical or electrical systems for the existing adjacent buildings during times when the building is occupied.

15.1.3 The Contractor shall assume responsibility for protection and safekeeping of its material, equipment, tools, etc., stored on the premises; do not unreasonably encumber site with materials or equipment.

Contractor shall obtain and pay for use of any additional storage or work area needed for its operations. Contractor shall move all stored material, equipment, tools, etc., which interfere with the work or Pace's operations.

- 15.1.4 The Contractor shall keep all vehicles and mechanized or motorized equipment locked at all times when parked and unattended on Pace's premises. All vehicles and motorized vehicles shall be parked only in areas approved by Pace. Do not, under any circumstance, leave any vehicle unattended with motor or engine running, or with ignition key in place.
- 15.1.5 All workmen are required to sign in and sign out when entering and leaving Pace property. Appropriate identification will be required.
- 15.1.6 All on-site traffic control is subject to the Pace representative's approval.
- 15.1.7 The Contractor acknowledges that appropriate safety requirements must be maintained by his workforce. Contractor shall provide and maintain suitable barriers to prevent any unauthorized personnel or public entry, and to protect Pace's personnel, staff, the public, the work, existing facilities and utilities, trees and plants from construction operations and demolition. Contractor shall provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building. Contractor shall securely close-off all areas of construction after working hours to prevent entry by unauthorized persons. Contractor shall keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
- 15.1.8 The Contractor shall maintain services indicated to remain and protect them against damage during selective demolition operations. The Contractor shall not interrupt existing utilities serving occupied or operating facilities unless authorized in writing by Pace and authorities having jurisdiction. The Contractor shall provide temporary services during interruptions to existing utilities, as acceptable to Pace and to authorities having jurisdiction. Contractor shall provide a minimum of 48-hour advance notice to Pace if shutdown of service is required during changeover.
- 15.1.9 Contractor shall comply with Pace's requirements for using and protecting stairs, walkways, loading docks, building entries, and other building facilities during selective demolition operations.
- 15.1.10 Contractor shall protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Pace, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.
- 15.1.11 Contractor shall provide and maintain all miscellaneous temporary facilities such as ladders, ramps, scaffolds, hoists, railings, chutes, barricades, enclosures, platforms, walks, etc., as required for the proper execution of the work. Comply with specified codes and standards. Review site conditions and factors which affect construction procedures and construction aids, including adjacent properties and public facilities which may be affected by execution of the work. Relocate construction aids as construction progresses to expedite storage or work requirements and to accommodate legitimate requirements of Pace and other contractors at the site.
- 15.1.12 Contractor shall remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion. Clean and repair damage caused by installation or use of temporary work. Restore existing facilities used during construction to original condition. Grade site areas affected by temporary



installations to indicated elevations and slopes, and clean the area. Completely remove fences and barriers, including foundations when construction has progress to the point that they are no longer needed, and when approved by Pace. Coordinate the use of existing facility water and power with Pace, as well as use of Pace conference rooms to be used for site meetings.

15.1.13 Pace will not accept deliveries on behalf of Contractor. The Contractor shall: 1) arrange for transportation and deliveries of materials and equipment in accordance with approved current construction schedules and in ample time to facilitate inspection prior to installation; 2) coordinate deliveries to avoid any conflict with work and condition at site of: (a) work of other contractors or Pace or their use of premises; (b) limitations of storage space, and (c) availability of equipment and personnel for handling products; 3) ensure delivery of all products in undamaged condition in original containers or packaging with identifying labels intact and legible (clearly marking partial deliveries of component parts of assemblies or equipment to permit easy identification of parts and to facilitate assembly); 4) inspect shipments immediately upon delivery to ensure: (a) product complies with the contract documents and the Architect/Engineer approved submittals, (b) quantities are correct, (c) containers and packages are intact, and labels are legible, and (d) all products are properly protected and undamaged; 5) provide all equipment and personnel to receive and handle all deliveries, including those furnished by the Pace. Prevent damage to products or packaging; and 6) provide additional protection during handling to prevent any scraping, marring or otherwise damaging products, equipment or surrounding surfaces.

15.1.14 Contractor shall provide and maintain required facilities and enclosures. Provide at time of project mobilization. The Contractor shall provide and maintain temporary toilet(s) for all workers on the project, in an enclosed, roofed structure housing adequate plumbing fixtures. Location to be determined by Pace. Portable toilets shall be serviced twice weekly, including emptying tanks, recharging with a germicidal and deodorizing solution and scrubbing entire interior with germicidal solution. Maintain daily in clean and sanitary condition.

15.1.15 Contractor shall provide controls over environmental conditions at the construction site and related areas under the Contractor's control. The Contractor shall equip internal combustion engines on compressors with mufflers to reduce noise to a minimum. Do not operate in enclosed areas without adequate ventilation. Do not use power actuated tools except where specified in individual specifications. Contractor shall provide dust control materials to minimize dust from construction operations. Prevent air-borne dust from dispensing into the atmosphere.

## 15.2 Protection of Property

15.2.1 The premises are to be kept in a neat and orderly condition, and unless otherwise specified in this Contract, title to all demolished materials and equipment, waste, excavated material and rubbish is vested in Contractor and shall be disposed off the premises by Contractor, unless specified to the contrary elsewhere in the Contract. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work that may have been accepted under the Contract.

15.2.2 Any damage caused by the Contractor's performance of this Contract to structures, utilities, facilities or property shall be promptly repaired or restored to its original condition by the Contractor at its own expense irrespective of fault, unless instructed to the contrary by Pace.

15.2.3 Prior to Final Acceptance the Contractor shall have risk of loss, including any damages sustained from any cause whatsoever.

16. PROJECT MEETINGS

16.1 The Contractor shall be responsible to attend all project site meetings, including but not limited to Preconstruction Meeting, Pre-installation Meetings, and Progress Meetings. The Contractor shall prepare all required logs (i.e., shop drawing logs, RFI/RFP/COP logs) and construction schedules and shall update each for all project site meetings. The Contractor shall be responsible for the coordination of all appropriate contractor personnel (i.e., manufacturers, subcontractors, etc.) to attend all appropriate meetings.

16.2 Pace shall coordinate the preconstruction meeting and progress meetings, including preparation of the agenda and dissemination of the meeting minutes, except that when Pace's Architect attends progress meetings, Pace's Architect shall prepare the progress meeting agendas and disseminate the progress meeting minutes. The minutes shall include updated construction schedule, logs and any other material furnished by Contractor as deemed appropriate by Pace.

16.3 The Contractor shall coordinate preinstallation meetings, when required. The Contractor shall ensure the attendance of all appropriate personnel involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow (including, but not limited to, manufacturer representatives, fabricators, subcontractors, Pace key personnel, and Architect key personnel). The Contractor shall prepare the agenda and disseminate the meeting minutes.

17. POSSESSION OF WORK

Pace shall have the right to take possession of or use any completed or partially completed Work. Such possession or use shall not be deemed an acceptance of any work not completed in accordance with the Contract. If such prior possession or use by Pace shall cause additional expense, the Contractor shall submit a request for a change order as provided herein.

18. CHANGES IN THE WORK/PRICE ADJUSTMENTS

18.1 The lump sum Contract Amount may only be changed by written Change Order as provided herein. Only by written Change Order may there be a change in the time for completion or in the work, that is additions, deletions, substitutions, or other revisions, and all additional work shall be performed under the applicable provisions of the Contract. Pace may at any time by written directive make changes in the work, including the plans, specifications, equipment, materials, services and site conditions, and accelerate the performance of the work. Where a Pace directive changes the scope of the work or accelerates the performance of the work, the Contractor shall submit to Pace a proposal for a price adjustment to the Contract Amount, where applicable, which shall be based on the Unit Price Item Exhibit B, and in all instances shall be properly itemized and supported by sufficient substantiating data to permit the evaluation, including the cost of materials; subcontractors' costs; time and hourly rates of Contractor's own forces; workman's compensation and public liability insurance; employment taxes under FICA and FUTA; costs of delivery; cost of labor; additional bond premiums, if any; rental value of equipment and machinery; a projected additional cost of supervision and field office personnel directly attributable to the change; and overhead and profit factors under Paragraph 18.3.2.

18.1.1 The price adjustment, be it an additional price or credit to Pace resulting from a Change Order, shall be determined in one or more of the following ways:

- (1) By mutual acceptance of the Change Order price as itemized and supported by the Contractor;
- (2) By unit price as stated in the Contract or as subsequently agreed upon;
- (3) If a mutually acceptable price cannot be reached by the parties, Pace, based upon the submittals from the Contractor and in recognition of the substance of the Change Order, shall set and determine the price unilaterally within its sole discretion.

18.2 If the Contractor considers any directive(s) from Pace or its representatives as involving a change in the scope of the work or a change affecting time for completion of the work and/or compensation (money) for the change in the work required by the Contract Documents, although not so identified by Pace or its representatives, the Contractor shall, within ten (10) days after receiving such directive(s), whether the directive(s) is oral or written, submit a written request to Pace for the issuance of a change order. The request shall state the date, circumstances, and the source of the claimed change, and the Contractor shall submit supporting materials set forth in Paragraph 18.1 above to support a price adjustment change order. The failure of the Contractor to submit such a request for a change order constitutes an agreement by the Contractor that such directive(s) does not involve any change in the work required by the Contract Documents or in the scope of said work or in the time needed to complete said work, and is and shall be considered a waiver of any claim by the Contractor for extra compensation or extension of time or both based on such directive(s).

18.2.1 In considering the Contractor's request for a Change Order, Pace will review the Contractor's submittals; whether the request for a change is based upon a conflict in the specifications or drawings; whether there are concealed conditions below the surface of the ground or concealed or unknown conditions in an existing structure of an unusual nature, differing material from those ordinarily encountered and generally recognized as inherent in the work of the character being performed under the Contract; and whether same could have been determined by the Contractor within its due diligence review prior to its Bid.

18.3 After receipt of the Contractor's request for a proposed Change Order, Pace shall act thereon, within 30 days; provided, however, that when the necessity to proceed with a change does not allow time to properly examine a proposal, Pace may order the Contractor to proceed on the basis of price to be determined by Pace at the earliest reasonable date. An order to proceed shall not be an acceptance of the proposal by Pace.

18.3.1 Records must be maintained by the Contractor showing the actual time involved and materials required in completing the work, and the actual costs incurred from subcontractors and materialmen.

18.3.2 The contract price adjustment shall be determined in accordance with Paragraph 18.1.1. Pace, in making its determination, shall be guided by the nature, extent, and complexity of the work involved; but in no case shall the profit to the Contractor based on the cost data submitted exceed 10% of the actual costs, in terms of time and material. Where the work is performed by the Contractor's subcontractors, the profit factor will be calculated on the actual subcontract amount. Where the work is performed by the Contractor's own forces, the Contractor may be awarded up to a 10% overhead factor based on the cost data supplied and the nature, extent and complexity of the work, in addition to the profit factor.

18.3.3 The provisions of this Section 18 shall be the exclusive means for changes to the Contract Price for the Contractor's performance of the work or delivery of materials. No adjustments shall be made in the

Contract Price for extras, general overhead expenses, or any other reason, except by change orders as provided under this Article. No additional compensation will be allowed for any extra work or for any additional time for performance without the Contractor complying with this Section 18 to obtain Pace's written consent in the form of a change order as provided herein.

18.4 The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages if: delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God or of the public enemy; (ii) acts of the Government in either its sovereign or Contractual capacity, (iii) acts of another Contractor in the performance of a Contract with the Government, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, and (x) unusually severe weather. Provided the Contractor, within 10 days from the beginning of any delay (unless extended by Pace), notifies Pace in writing of the causes of delay. Pace shall ascertain the facts and the extent of delay. If, in the judgment of Pace, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of Pace shall be final and conclusive on the parties.

18.5 The Contractor agrees that in the event Pace grants Contractor's request for a Change Order extending the period of performance for any reason stated in such a request, including but not limited to those set forth in Paragraph 18.4 and other causes and obstructions not within the parties' contemplation at the time the Contract was executed, that Contractor will accept the extension of time to complete the work as full and final compensation and will not seek additional compensation.

## 19. CONTRACT PRICE REDUCTIONS FOR DEFECTIVE COST/PRICING DATA AND ADDITIONAL CONTRACT ADMINISTRATION COSTS

19.1 If the Contract Amount or any Change Order Price, including a request for profit, was inaccurate because the Contractor or a subcontractor furnished cost, pricing or any other data that was not complete, accurate, and current, the Contract Amount shall be reduced to reflect the reduction.

19.2 The Contractor is responsible and liable to Pace for additional construction administration costs caused by, or related in any way to, the failure of the Contractor to perform all contractual requirements in a timely and otherwise acceptable manner in accordance with the contract. Such costs include, but are not limited to, shop drawing re-reviews, additional testing, and additional field observation duties. Pace will charge the Contractor and will deduct from the periodic payments and/or final payment for the Contractor's work, the full amount of such costs and expenses. The amount of additional Pace architect, design professional, consultant and personnel costs will be computed by Pace based on reasonable and customary hourly fees as defined in Pace's consultant contracts.

19.2.1 Pace will permit two reviews of each item of material or equipment submittal by its consultant(s), consisting of a review of the original submittal and, if necessary, review of one resubmittal at no cost to the Contractor. When more than two reviews occur, Contractor will be responsible for the review costs associated with substitutions, then "or-equals", then specified products regardless of the order in which they were submitted.

## 20. COST OR PRICING DATA AUDIT

20.1 If the Contractor has submitted cost or pricing data in connection with the pricing of this Contract or any modification to this Contract, Pace or its auditors or agents, shall have the right to examine and audit all books, records, documents, and other data of the Contractor (including computations and projections) related to negotiating, pricing or performing under this Contract or any modification to

this Contract, in order to evaluate compliance with the contract terms regarding the data.

20.1.1 If as a result of an audit, Pace determines that the pricing of this Contract or any modification to this Contract was inaccurate or in any way violated the requirements of this Contract, the Contractor shall be liable for any costs or damages resulting from such violation.

20.2 The Contractor shall make available at its office at all reasonable times the materials described in Paragraph 20.1 above, for examination, audit, or reproduction, until 3 years after final payment under this Contract. If this Contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records pertaining to litigation or the settlement of claims arising under or relating to the performance of this Contract shall be made available until disposition of such litigation or claims.

## 21. UNCOVERING AND CORRECTION OF WORK.

21.1 If any portion of the Work should be covered contrary to the request of Pace or the Architect or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by Pace, be uncovered for its observation and shall be replaced at the Contractor's expense.

21.1.1 If any other portion of the Work has been covered that Pace has not specifically requested to observe prior to being covered, Pace may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to Pace. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it be found that this condition was caused by Pace, in which event Pace shall be responsible for the payment of such costs and Contractor shall submit a request for a Change Order.

21.2.1 The Contractor shall promptly correct all Work rejected by Pace as defective or as failing to conform to the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for Pace's additional services made necessary thereby.

21.2.2 If, within one year after the date of Final Acceptance of the Work or designated portion thereof, or within one year after acceptance by Pace of designated equipment, or within such longer period of time as may be prescribed by this Contract, or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from Pace to do so unless Pace has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. Pace shall give such notice promptly after discovery of the condition.

21.2.3 The Contractor shall remove from the site all portions of the Work that are defective or non-conforming and that have not been corrected unless Pace by written Change Order waives its removal.

21.2.4 If the Contractor fails to correct defective or non-conforming Work, including, but not limited to cutting, patching and restoration, as provided in Paragraph 6.4 or elsewhere herein, Pace may correct it in accordance with Paragraph 26.7.3.

21.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from Pace, Pace may have it removed by other forces

and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten days thereafter, Pace may upon ten additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for Pace's additional services made necessary thereby. If such proceeds of sale do not cover all costs that the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payment then or thereafter due the Contractor are not sufficient to cover such amount the Contractor shall pay the difference to Pace.

21.2.6 The Contractor shall bear the cost of making good all work of Pace or separate contractors destroyed or damaged by such correction or removal.

21.2.7 Nothing contained in this Section 21 shall be construed to establish a period of limitation with respect to any other obligation that the Contractor might have under the Contract Documents. The establishment of the time period of one year after the date of Final Acceptance or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

21.3 If Pace prefers to accept defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Amount where appropriate. Such adjustment shall be effected whether or not final payment has been made.

## 22. SUSPENSION OF WORK

Pace may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Contract for the period of time that Pace determines appropriate for the convenience of Pace. If any such suspension, delay or interruption causes additional costs to the Contractor, the Contractor shall submit a request for a Change Order under Section 18.

## 23. TERMINATION WITHOUT DEFAULT

Pace may terminate performance of work under this Contract if Pace determines that a termination is in Pace's interest. Pace shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination, including removal of the Contractor from the work site, and the effective date with no obligation other than payment to the Contractor of the following cancellation charges. In the event of cancellation, other than for Contractor's default, Pace agrees to pay, and Contractor agrees to accept as its sole remedy, cancellation charges equal to the cost (less salvage), if any, of materials, supplies, and labor then expended or irrevocably committed to the work, plus a reasonable profit (not greater than 10%) based on a proportionate allocation of the profit, that would have been earned had the entire work been performed to the portion of the work then performed. Title to all property covered by such charges shall vest in Pace without additional charge. Payment of cancellation charges shall vest in Pace. Pace, depending on the stage of the work, may in its sole discretion, require the Contractor to provide Record Documents and Compliance Documents as a condition to payment. Payment of cancellation charges will be made within forty-five (45) days after presentation of Contractor's payment request showing all cancellation charges accompanied by evidence substantiating each cost or expense claimed and conforming with Section 26.

24. NOTIFICATION OF PENDING DEFAULT

24.1 Pace reserves the right to declare a default pursuant to Section 25 hereafter without giving notification of pending default as set forth herein. In the event the Contractor, after receiving written notice from Pace of non-compliance with any requirement of this Contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, Pace shall have the right to take any or all of the following actions: (1) order Contractor to stop any or all work under the Contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of Contract time or payment for any costs incurred as a result of being ordered to stop work for such cause, (2) withhold any payment due until Contractor has complied and adjust any such payment for costs resulting from non-compliance; (3) act under Paragraph 26.7.3; and (4) declare the Contractor in default and take any of the actions provided for in Section 25.

25. DEFAULT

25.1 If, in Pace's determination and discretion, the Contractor fails or refuses to prosecute the work or any separable part thereof, with the diligence that will insure Final Acceptance within the time specified in this Contract including any extension, or fails to finally complete the work, including but not limited to outstanding punch list items, Pace may declare a default. In declaring a default, Pace may terminate the Contractor's right to proceed with some separable part of the work and restrict and prevent the Contractor from that portion of the work site, or Pace may terminate the Contractor's right to proceed with any of the work and remove and exclude the Contractor from the work site. In the event of a default, Pace may take over the work and complete it with the Contractor's subcontractors or its own staff members, or third party contractors. In any event, Pace, at its discretion, may take possession and use any materials, appliances and facilities on the work site necessary for the completion of the work. The Contractor, in the event of a partial or complete termination of the Contract, the Contractor will be responsible for the costs of completion of the work, including Pace's administrative costs as defined in Paragraph 19.2 above. Pace shall have the right to set off such costs against any amounts due the Contractor under the Contract, including retention. The Contractor and its sureties shall be liable for any damage to Pace resulting from the Contractor's default, refusal or failure to complete the work within the specified time whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by Pace in completing the work; including but not limited to costs of supervision, insurance, architectural and supervisory fees and attorney fees.

25.1.1 Pace may also declare a default if any of the following occurs with respect to Contractor: (i) insolvency, assignment for the benefit of creditors, the entry of an order for relief under the Bankruptcy Code, as amended, 11 U.S.C. §101 *et. seq.* (the "Bankruptcy Code"), or the filing of a bill in equity or the initiation of other proceedings for the appointment of a receiver of assets; (ii) the voluntary filing of a petition or initiation of other proceedings in any court for a composition with creditors for relief in any manner from the payment of debts when due under any state or federal law; or (iii) the institution of any proceedings in bankruptcy or for the appointment of a receiver, liquidator, trustee or other such officer under any state or federal law by any creditor which is not dismissed within thirty (30) days. In the event of such a filing, at Pace's sole discretion, Pace may terminate pursuant to Section 23.

25.2 After a declaration of default, if Pace elects to take over the Work and complete it, as provided in Paragraph 25.1 (1) above, then Pace, acting in its sole discretion, based on the information it has available to it at the time it declares the default, may make direct payments to subcontractors, sub-subcontractors, and materialmen to complete the Work, and to pay notices of lien on public funds and

pay retention amounts to subcontractors as shown on interim pay requests. All amounts paid by Pace hereunder shall be credits against the Contract Amount.

25.3 If, after termination of the Contractor's right to proceed hereunder, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same if the termination had been issued for the convenience of Pace or terminated pursuant to Section 23.

25.4 The rights and remedies of Pace in this Section are in addition to any other rights and remedies provided by law or under this Contract.

## 26. PAYMENTS AND COMPLETION

26.1 Schedule of Values: Within ten (10) working days after Contract award, the Contractor shall submit to Pace a Schedule of Values (AIA Form G703). The Schedule breakdown shall identify the following: (1) all major phases of work, (2) actual subcontractor names and subcontracted amounts, (3) material versus labor amounts, (4) bonds and insurance amounts, and (5) any General Contractor amounts not directly related to specific work items; prepared in such form and supported by such data to substantiate its accuracy as Pace may require. This schedule, unless objected to by Pace, shall be used as a basis for all Contractor's Applications for Payment.

### 26.2 Applications for Payment

26.2.1 The Contractor agrees that it will pay all subcontractors within 30 days of receipt of subcontractors' invoices, for subcontractors' work that Contractor has deemed to have been satisfactorily completed, and prior to Contractor's submission of application for payment to Pace.

26.2.2 The Contractor shall submit to Pace an itemized application for payment together with paid waivers of lien with notarized contractors' affidavits on Chicago Title form acceptable to Pace, substantiating all the Contractors' total contracts and payments, and reflecting retainage, if any, as provided elsewhere in the Contract.

26.2.3 Unless otherwise provided in the Contract, payments may be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site and, if approved in advance by Pace, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale, receipts, or such other documents of conveyance satisfactory to Pace to establish Pace's title to such materials or equipment or otherwise protect Pace's interest, including applicable financing statements and chattel mortgages; along with insurance and means of transportation to the site for those materials and equipment stored off the site.

26.2.4 The Contractor warrants that merchantable title to all work, materials and equipment covered by an Application for Payment will pass to Pace either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Section 26 as "liens."

26.2.5 The Contractor by submitting an application for payment warrants to Pace that each subcontractor has been paid in the amount shown on the waiver, except for the percentage to be retained, if any, from payments to the Contractor on account of such subcontract's Work. The Contractor shall, in its



contracts with its subcontractors, require each subcontractor to make payments to its subcontractors in similar manner.

### 26.3 Certificates for Payment

26.3.1 The Architect will, within ten working days after the receipt of the Contractor's Application for Payment, either issue a Certificate for Payment to Pace, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify Pace and the Contractor in writing his reasons for withholding a Certificate as provided in Paragraph 26.5.2. This issuance of a Certificate for Payment shall not be an acceptance by Pace of the quality of the Work and the estimated percentage of completion shall be deemed material only as to the amount paid to that time.

26.3.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to Pace, based on his observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract (subject to an evaluation of the Work for conformance with the Contract upon Substantial Completion, to the results of any subsequent test required by or performed under the Contract, to minor deviations from the Contract correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the Architect shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the work or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum.

### 26.4 Progress Payments

26.4.1 After the Architect has issued a Certificate for Payment, Pace shall make payment to the Contractor within 30 days after verifying that the waivers of lien and certified payroll documents are accurate and complete.

26.4.2 Contractor agrees that Pace and the Architect may, on request and at their discretion, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Architect on account of Work done by such Subcontractor.

26.4.3 Neither Pace nor the Architect shall have any obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.

26.4.4 No certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by Pace, shall constitute an acceptance of any Work not in accordance with the Contract.

### 26.5 Payments Withheld

26.5.1 All payments made prior to Final Payment, including payments for material and equipment, shall be subject to a 10% retainage, except that subcontractor retainage may be reduced upon Pace and Architect's issuance of Substantial Completion for the project, or portion of the project involving a specific subcontractor's work, as applicable punch list items are completed. Upon final acceptance, the

full amount of retainage, including remaining subcontractor retainage, will be paid as Final Payment to the Contractor.

26.5.2 The Architect may decline to certify payment and may withhold his Certificate in whole or in part, to the extent necessary reasonably to protect Pace, if in his opinion he is unable to make representations to Pace as provided in Paragraph 26.3.2. If the Architect is unable to make representations to Pace as provided in Paragraph 26.3.2 and to certify payment in the amount of the Application, he will notify Pace and the Contractor as provided in Paragraph 26.3.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which he is able to make such representations to Pace. The Architect may also decline to certify payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in his opinion to protect Pace from loss because of:

- .1 defective Work not remedied
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum
- .5 damage to Pace or another Contractor
- .6 reasonable evidence that the Work will not be completed within the Contract Time
- .7 failure to carry out the Work or any portion thereof in accordance with the Contract
- .8 failure to properly mobilize its manpower and subcontractors

26.5.3 When the above grounds in Paragraph 26.5.2 are removed, payment shall be made for amounts withheld because of them.

## 26.6 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within ten working days after receipt of the Contractor's Application for Payment, or if Pace does not pay the Contractor within thirty days after payment is due any amount certified by the Architect, then the Contractor may, upon seven additional days' written notice to Pace and the Architect, stop the Work until payment of the amount owing has been received.

## 26.7 Substantial Completion

26.7.1 When the Contractor considers that the Work to be substantially complete, the Contractor shall notify Pace in writing and request an inspection. Notification shall include a complete list of items Contractor has not yet completed and dates when each item will be completed. When Pace deems appropriate, based on Contractor's notification, Pace will schedule an inspection to be attended by Pace, the Architect and consultants, the Contractor and all his subcontractors. When Pace and the Architect, on the basis of the inspection, determines that the Work, thereof, is substantially complete, the Architect will then prepare a Certificate of Substantial Completion and prepare a list of items to be completed or corrected (herein "Punch List"). The failure to include any items on such list does not alter the responsibility of the Contractor to finally complete all Work in accordance with the contract. If Pace accepts possession of the work or facility, the said Certificate shall state the responsibilities of Pace and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. The

Certificate of Substantial Completion shall be submitted to Pace and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate. The Work project shall be deemed to be “substantially complete” when work has progressed to a stage where Pace can occupy the premises and begin operations, and the work remaining for final acceptance will not materially interfere with the intended use and operation of the facility and all constructed improvements are Code compliant.

26.7.2 After certification of substantial completion of the Work by Pace and the Architect, Contractor shall continue to maintain its field superintendent on site until all open Punch List items are certified as completed.

26.7.3 If the Contractor does not remedy punch list items or defective work within the time fixed by written notice from Pace, then Pace, without declaring a default, reserves the right through its own forces or its designated agents to correct the defective work at the expense of the Contractor, and set off the cost against any amount due the Contractor. The Contractor and its sureties shall remain liable to Pace for all cost of repairs, including all labor, materials and costs of supervision.

## 26.8 Final Acceptance and Final Payment

26.8.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection as he deems necessary and, if he finds the Work acceptable under the Contract and the Contract fully performed, he will promptly issue a final Certificate for Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract and that the entire balance noted in said final Certificate, is due and payable to the Contractor. The Architect's final Certificate for Payment will constitute a further representation to Pace that the conditions precedent to the Contractor's being entitled to final payment as set forth in Paragraph 26.8.2 have been fulfilled.

26.8.2 Neither the final payment nor the retained percentage shall become due until the Contractor submits to Pace (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Pace might in any way be responsible, have been paid or otherwise satisfied; (2) final Submittals; (3) final Record Documents; (4) final Compliance Documents; (5) Releases and Payment Documents, including but not limited to a consent of surety, if any, to final payment; and (6) other data establishing payment or satisfaction of all such obligations, such as bills of sale, receipts, releases, final waivers of liens and Contractor's affidavits, release/satisfaction of liens, and all other documents, to the extent and in such form as may be designated by Pace. If any subcontractor refuses to furnish a release, waiver or other document required by Pace, Pace may accept a letter of credit satisfactory to Pace to indemnify Pace against any lien or claim by such subcontractor. If any lien is filed after final payment, the Contractor shall indemnify Pace and pay to Pace all moneys that Pace may be compelled to pay in discharging such lien, including all costs, interest, and reasonable attorneys' fees.

26.8.3 Final Acceptance shall be reached when the conditions of Paragraphs 26.8.1 and 26.8.2 are satisfied and Pace makes final payment to the Contractor. The making of final payment shall constitute a waiver of all claims by Pace except those arising from:

- .1 unsettled liens,
- .2 faulty or defective Work appearing after Substantial Completion,
- .3 failure of the Work to comply with the requirements of the Contract, or

.4 terms of any warranties required by the Contract.

26.8.4 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

## 27. OTHER CONDITIONS

27.1 Dispute Resolution: Any monetary claim arising or related to the Contract shall, after thirty (30) days after the decision by Pace, be subject to mediation as a condition precedent to the institution of legal or equitable suits or actions by either party.

27.1.1 The parties may select a mutually agreed upon mediator, or in the event they are unable to agree, submit the mediation to the American Arbitration Association under the Construction Industry Mediation Rules then in effect. A request for mediation may be initiated by either party. The mediation shall proceed prior to the institution of any legal or equitable suits, claims, or actions. The parties shall share the mediator's fee and any filing fee equally. Mediation shall take place in the City of Chicago, unless another location is mutually agreed upon.

27.1.2 The parties further agree that they mutually waive any claim for compensatory or punitive damages and knowingly and voluntarily waive their right to trial by jury.

27.1.3 Subcontractors of the Contractor shall be required to submit monetary claims against Pace to mediation in accordance with this Paragraph 27.1 as a condition precedent to the institution of any legal or equitable suit, claim, or proceeding.

27.2 Ownership of Documents: Pace retains ownership of all plans, specifications, and related documents.

27.3 Patent Infringement: The Contractor shall defend any suit or proceeding brought against Pace based on a claim that any equipment, or any part thereof, furnished under this Contract constitutes an infringement of any patent, and the Contractor shall pay all damages and costs awarded therein, including incidental and consequential damages, against Pace. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or parts is enjoined, the Contractor shall, at its own expense and at its option, either procure for Pace the right to continue using equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.

27.4 Taxes: The Contract Price shall not include, and Contractor shall not add to the Contract Price, any amount in the nature of sales, transfer, service or use taxes, or any other tax from which Pace is exempt, with respect to the Work performed hereunder or the transfer or delivery of any of the Equipment to Pace. In the event any claim is made against Contractor for Payment of any such taxes, Contractor shall promptly notify Pace and afford it the opportunity, before payment of any such taxes, to contest said claim in the manner and to the extent it may elect and to settle or satisfy such claim.

27.5 Assignment: The Contractor agrees that neither this Contract or any part of it or any of the monies due from this Contract may be assigned without the prior written consent of Pace. Any successor or assign under this Contract will be required to accede to all of the terms, conditions and requirements of this Contract as a condition precedent to such succession or assignment. Assignment of any portion of the work by subcontract must be approved in advance by Pace, in writing. All rights, warranties, guarantees, privileges, remedies, or other benefits granted under the Contract shall pass through to any

organization to whom Pace may assign, lease, sell or otherwise transfer the use of the completed work procured hereunder.

- 27.6 Severability: The parties agree that if any provision of this Contract shall be held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remaining provisions could then continue to conform with the purposes of this Contract, and the terms and requirements of law.
- 27.7 Cumulative Rights: Pace's rights and remedies shall be cumulative and concurrent; may be pursued separately, successively or together or both, at the sole discretion of Pace; and may be exercised as often as occasion therefore shall arise. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.
- 27.8 No Waiver Implied: Any failure by Pace to insist upon strict performance by Contractor of any of the terms and provisions of this Contract shall not be deemed to be a waiver of any of the terms or provisions of the Contract, and Pace shall have the right thereafter to insist upon and demand strict performance by Contractor of any and all the terms and provisions of this Contract without additional notice or demand to the Contractor. The Contractor, nor any other person now or hereafter claiming under or as successor to the Contractor under this Contract, shall be relieved of its obligation to perform by reason of the failure of Pace to take action to enforce the terms or provisions of this Contract or otherwise enforce any terms or provisions of the Contract; or by reason of Pace's release of all or any payment of part of the sums due or to become due under this Contract; or by reason of any agreement or stipulation between Pace and Contractor's subcontractors for direct payment or modifying the terms of the Contract without first having obtained the consent of Contractor or such other person; and the Contractor and all such other persons shall continue to be obligated to perform, unless expressly released and discharged in writing by Pace.

## 28. NOTICES

- 28.1 Except as otherwise specified in the Contract, written communication between the parties hereto may be served by mail, facsimile transmission, or actual delivery.
- 28.2. All notices, demands, authorizations, requests, directions, consents or waivers or other documents required or permitted under this Contract shall be in writing and shall be delivered in person to, or deposited postage pre-paid in the mails of the United States, and addressed to, Pace's staff representative designated in the Construction Contract at the above address or as may be directed in Pace's Notice To Proceed letter.

## 29. PROJECT SIGN REQUIREMENT

Contractor shall furnish, install and maintain at the site of construction, signs satisfactory to its funding agencies identifying the Project and indicating the funding agency is participating in the development of the Project. Pace will provide Contractor with the dimensions of the project sign. Sign must be mounted on two free standing posts, must be displayed in a prominent location (as directed by Pace), and must be in place prior to commencement of work. Sign must be removed and properly disposed of upon completion of all punch list items and prior to Final Acceptance.

AIA G704  
CERTIFICATE OF  
SUBSTANTIAL COMPLETION

# CERTIFICATE OF SUBSTANTIAL COMPLETION

AIA DOCUMENT G704

(Instructions on reverse side)

OWNER   
ARCHITECT   
CONTRACTOR   
FIELD   
OTHER

PROJECT:  
*(Name and address)*

PROJECT NO.:

CONTRACT FOR:  
CONTRACT DATE:

TO OWNER:  
*(Name and address)*

TO CONTRACTOR:  
*(Name and address)*

DATE OF ISSUANCE:  
PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as

which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

\_\_\_\_\_  
ARCHITECT BY \_\_\_\_\_ DATE \_\_\_\_\_

The Contractor will complete or correct the Work on the list of items attached hereto within \_\_\_\_\_ days from the above date of Substantial Completion.

\_\_\_\_\_  
CONTRACTOR BY \_\_\_\_\_ DATE \_\_\_\_\_

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof on \_\_\_\_\_ (time) on \_\_\_\_\_ (date).

\_\_\_\_\_  
OWNER BY \_\_\_\_\_ DATE \_\_\_\_\_

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

*(Note—Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)*



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G704-1992

CFI-A1  
A-E CONSTRUCTION OBSERVATION  
SUMMARY



**CAPITAL FINANCING AND INFRASTRUCTURE  
A-E CONSTRUCTION OBSERVATION SUMMARY  
(Must be submitted monthly and with invoice)**

Observer Firm: \_\_\_\_\_ Project: \_\_\_\_\_  
 Prime A/E: \_\_\_\_\_ Gen. Contractor: \_\_\_\_\_

Month ( ) Year ( )	Observer No. 1 ( )		Observer No. 2 ( )		Observer No. 3 ( )		Observer No. 4 ( )		Observer No. 5 ( )	
Date	On-site	Travel	On-site	Travel	On-site	Travel	On-site	Travel	On-site	Travel
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
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19										
20										
21										
22										
23										
24										
25										
26										
27										
28										
29										
30										
31										
<b>Total Hours</b>		0		0		0		0		0
x Hourly DWE										
x OH & P Multiplier										
<b>Subtotals</b>		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
<b>Total Construction Observation and Travel Labor</b>										\$0.00

Number of Trips										
x Miles per Trip										
x Cost per Mile										
+ tolls / other										
<b>Subtotals</b>		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
<b>Total Construction Observation Travel Costs</b>										\$0.00

CFI-A2  
PUNCH LIST

**CAPITAL FINANCING AND INFRASTRUCTURE  
PUNCH LIST**

PROJECT: \_\_\_\_\_  
 CONTRACT NO: \_\_\_\_\_  
 DATE: \_\_\_\_\_

This Punch List was developed by Pace's design consultants, as well as Pace staff members. The Punch List is not limited exclusively to the items on the list, but also includes any item within the scope of work identified by the construction documents, the contract and any change orders, such as record drawings, operation and maintenance manuals, disposal documentation, warranties, and other contract closeout submittals and requirements.

Item #	Location	Description	G.C. Initial/Date	A.O.R. Initial/Date	Pace Initial/ Accept. Date
<b>GENERAL</b>					
<b>ARCHITECTURAL</b>					

**CAPITAL FINANCING AND INFRASTRUCTURE  
PUNCH LIST**

PROJECT: \_\_\_\_\_  
 CONTRACT NO: \_\_\_\_\_  
 DATE: \_\_\_\_\_

Item #	Location	Description	G.C. Initial/Date	A.O.R. Initial/Date	Pace Initial/ Accept. Date
<b>CIVIL</b>					
<b>MECHANICAL</b>					
<b>ELECTRICAL</b>					

CFI-A2 PUNCH LIST  
 Revised May, 2011

Creation Date – February, 2003 Rev. 1 – October, 2004
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CFI-A3  
REQUEST FOR PROPOSAL (RFP)  
FOR CONSTRUCTION  
CONTRACT WORK



PACE SUBURBAN BUS  
 550 W. Algonquin Road  
 Arlington Heights, IL 60005  
 Fax (847) 228-2320

**CAPITAL FINANCING AND INFRASTRUCTURE  
 REQUEST FOR PROPOSAL (RFP) FOR CONSTRUCTION  
 CONTRACT WORK**

Date:	_____	Proposal Request No.:	RFP- _____
To (Contractor):	_____	Attention:	_____
From:	_____	Direct Phone No.:	_____
Project Name:	_____	Pace Contract No.:	_____

The Owner contemplates making certain changes, additions, or deletions to the work to be performed under the subject Contract. Unless otherwise indicated in the description of the change, accompanying drawings and specifications, all work shall conform to the Contract Documents. Please submit, within 10 calendar days from the date herein, a formal written change order proposal with a detailed cost breakdown including labor hours, hourly rates, material quantities, unit costs, equipment costs, mark-ups and bond premiums, etc., per contract Exhibit E, for both added and deleted work. This is not a Notice to Proceed Directive.

**DESCRIPTION:**

- Attached Drawings Issued: \_\_\_\_\_
- Attached Specifications Issued: \_\_\_\_\_
- Additional Shop Drawing Submittals Required: \_\_\_\_\_

cc: \_\_\_\_\_  
 (CFI Dept. Mgr., SMFC, PDM, FI, EAC, CA/File#4)

cc: \_\_\_\_\_  
 (A/E)

CFI-A4  
ELECTRONIC FILE SAVE  
NAMING CONVENTIONS FOR  
DRAWINGS AND SPECIFICATIONS

**CAPITAL FINANCING AND INFRASTRUCTURE  
ELECTRONIC FILE SAVE NAMING CONVENTIONS  
FOR DRAWINGS AND SPECIFICATIONS**

Electronic file name lengths will vary according to the hard copy drawing number and facility name abbreviation. Example drawing and project manual file names and a list of abbreviations for Pace Facilities are provided below. A/E deliverables to Pace must comply with this format.

- **Example file save names (for a Pace Northwest Division construction document)**  
NW021231E1.dwg (AutoCAD drawing file format drawing E-1)  
NW021231PFP101.dwg (AutoCAD drawing file format, drawing PFP.101)  
NW021231E1.pdf (Adobe Acrobat portable document format, drawing E-1)  
NW021231MANUAL.pdf (Adobe Acrobat portable document format, manual)

The first 1-4 places equal the Pace facility name abbreviation.

The next six places equal the latest date on the document (YYMMDD format).

The remaining characters, before the file extension, equal the design discipline and sheet number (must match hard copy drawing number, less any dashes/dots); or "manual".

File extension is .dwg (AutoCAD) or .pdf (Adobe).

- **List of Pace Facilities Name Abbreviations**

BC =	BOLINGBROOK PARK & RIDE (CANTERBURY LANE LOCATION)
BG =	BUFFALO GROVE PARK & RIDE
BI =	BLUE ISLAND PARK & RIDE
B =	BOLINGBROOK PARK & RIDE (OLD CHICAGO DR. LOCATION)
BR =	BURR RIDGE PARK & RIDE
CH =	CHICAGO HEIGHTS BUS TURNAROUND
EG =	ELK GROVE PARK & RIDE
ETC =	ELGIN TRANSPORTATION CENTER
FV =	FOX VALLEY DIVISION
H =	HARVEY TRANSPORTATION CENTER
HL =	HILLSIDE PARK & RIDE
HQ =	PACE HEADQUARTERS
HR =	HERITAGE DIVISION
HW =	HOMWOOD PARK & RIDE
MH =	MCHENRY FACILITY
MS =	MULTIPLE SITES
NO =	NORTH DIVISION
NS =	NORTHSORE DIVISION
NWTC =	NORTHWEST TRANSPORTATION CENTER
NW =	NORTHWEST DIVISION
R =	RIVERDALE BUS TURNAROUND
RI =	RIVER DIVISION
SH =	SOUTH HOLLAND ACCEPTANCE FACILITY
SO =	SOUTH DIVISION
STF =	SEARS (PRAIRIE STONE) TRANSPORTATION CENTER
SW =	SOUTHWEST DIVISION
WE =	WEST DIVISION

Creation Date – March, 2005 Rev. 1 – May, 2009
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M0177  
PACE LOGO USE  
SPECIFICATIONS

# Logo Use Specifications



**Pace Suburban Bus Service**

**Any use of the logo reflects Pace. Improper use reflects poorly. Prudent use of the logo is respectfully requested. Following are guidelines for logo use.**

The logo and tagline are available in a variety of formats from the marketing or graphics departments. Printed uses of the logo require high resolution images; please do not copy the logo from any computer screen for use in printed materials as these images are too low resolution for quality printing.

The official logo and tagline should not be redrawn, reproportioned, embellished or modified. Type or any other graphic elements should not intrude upon the logo. Logos are available with or without the tagline as a graphic. The tagline is only used with horizontal logo versions. Vertical uses of the logo do not require use of tagline. The tagline font is Century Gothic regular. The tagline starts in alignment with the 'p' in pace and does not extend beyond the "e". When used properly, the font will be reduced to approximately 94%-97% in width. Neither the logo nor the tagline should be used as a text element in a paragraph; please do not use the logo as a bullet point nor as part of a sentence.

The logo is surrounded by white space which is the same width as the space between the graphical logo and the word 'pace'. This white space should be maintained.

Our logo colors are reflex blue and black. CMYK equivalents are permitted. Please contact Pace's Marketing Department with special use requests. A two-color logo should be used when possible. When not possible, a one-color version(s) of the logo is acceptable.

**Personal and/or unapproved use of the logo are prohibited.**

Logos are available in all standard formats. Logos 3MB or less can generally be emailed.

When asking for a logo, please answer these questions:

- Do you require horizontal or vertical versions? or both?
- Tagline or no tagline.
- In what format would you like the logo?
- If unsure, will the logo be printed or viewed on a computer screen?
- If for print, is it one-color (B&W), two-color, or four-color process?

When sending a logo to a vendor, please obtain approval from the Marketing Department and supply graphics with the vendor information. Graphics will be happy to call the vendor and send them exactly what they need.

**To obtain a digital file of our logo, please call:**

Pace Graphics Department  
847-228-4235  
jim.franke@pacebus.com

or  
Pace Marketing Department  
847-228-4222  
maggie.daly@pacebus.com

## Logo Colors:



### Reflex Blue

Reflex Blue four color process breakdown; c= 100 m= 72 y= 0 k= 6
--

pace

Black

## Logo Styles:



Horizontal no tagline



Vertical



Horizontal w/tagline

## Tagline Font: Century Gothic

When sized correctly, tagline must be reduced between 94-97%.

## Silkscreen (typically used for imprinting "giveaway" items):



Vertical



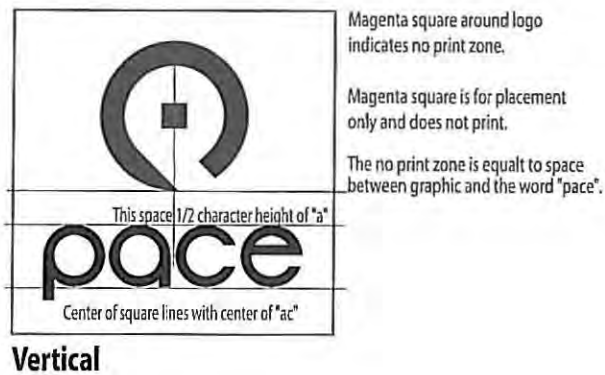
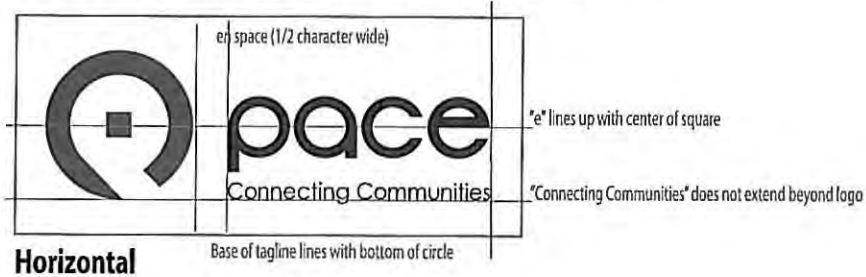
Horizontal

**SILKSCREEN Applications;** pens, bags, shirts, etc.

- Any horizontal logo treatment under 2" (from bottom of circle to top) should not include tagline.
- Logos used on dark colors, ie. black, blue, navy, should use white silkscreen.
- One color logos silkscreened on light colors should be blue or black.

## Two Color:

Magenta square around logo indicates no print zone. Magenta square is for placement only and does not print. The no print zone is equal to space between graphic and the word "pace".



## One Color:

All spacing attributes carry from two color version.

Circle and square are 100% fill with 1 point stroke



**CFI-C3**  
**REQUEST FOR INFORMATION (RFI)**

**CAPITAL FINANCING AND INFRASTRUCTURE  
REQUEST FOR INFORMATION (RFI)**

---

To (Pace):	_____	Request for Information No.:	_____
	_____	Project Name:	_____
cc (A/E):	_____		_____
cc:	_____	Date Issued:	_____
cc:	_____	Issued By (GC):	_____
cc:	_____	Contract No.:	_____

**REFERENCE:** Drawing No.: \_\_\_\_\_ Specification No.: \_\_\_\_\_

**SUBJECT:**

**GENERAL CONTRACTOR DESCRIPTION:**

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**A/E RECOMMENDATION TO PACE (A/E is not authorized to direct a response to the Contractor, Pace will respond to the Contractor by issuing a Notice to Proceed Directive):**

\_\_\_\_\_  
A/E AUTHORIZED SIGNATURE

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
DATE

CFI-C3 REQUEST FOR INFORMATION  
Revised May, 2011

Creation Date – April, 2005

CFI-C5  
ELECTRONIC FILE SAVE  
NAMING CONVENTIONS FOR  
SUBMITTALS



**CAPITAL FINANCING AND INFRASTRUCTURE  
ELECTRONIC FILE SAVE NAMING CONVENTIONS FOR SUBMITTALS**

Example electronic submittal file names and a list of submittal component abbreviations for Pace project submittals are provided below. Contractor deliverables to Pace and A-E must comply with this format, and be supplemented by hard copy submittals where indicated below.

- **Example file save names (for submittals indicated in construction specifications)** 05120.anchorbolt.20070717.p.pdf  
04810.facebrick.20070717.p,s,c.pdf

Each field is separated by a period (". ").

The first field indicates the specification section number.

The second field indicates the description of the item.

The third field indicates the submittal date in yyyyymmdd format. (For resubmittals, r1, r2, etc. is placed after description to indicate resubmittal #).

The fourth field indicates the submittal components, using pre-defined abbreviations to the extent possible [i.e., p (product data); s (sample); w (warranty), etc.].

The fifth field indicates the electronic file type, Adobe pdf (portable Document Format version 9.0 or later adopted format), unless agreed otherwise by Pace.

- **Example file save names (for submittals indicated on construction plans)**  
16E86.avsystem.20070717.p,w,d.pdf

In the case where the submittal requirement is indicated on the construction plans, the first field shall represent the two-digit division number followed by the drawing number (eliminating dashes or dots in drawing number where existing).

- **List of Submittal Component Abbreviations (Contractor to add abbreviations as needed or use names of unique submittal components.)**

p = Product Data  
s = Sample  
w = Warranty  
m = MockUp

d = Drawing  
c = Certifications  
tr = Testing Reports

Electronic submissions are to be supplemented by hard copy submittals (two copies to Architect plus one copy to Pace unless directed otherwise by Pace) for the following:

- Any documents larger than 11" x 17" (at original scale)
- Original manufacturer's color charts
- Physical samples or field mock-ups