



Suburban Bus Division of the
Regional Transportation Authority

550 West Algonquin Road • Arlington Heights, Illinois 60005

PURCHASE ORDER NO. 230648 B	BEGIN DATE 25-JUN-20
CAPITAL Yes	END DATE 24-DEC-20
F.O.B	BUYER E Roglich
PAYMENT TERMS Net 30 Days	PO: 1 OF 1

C

BLANKET #

230648 B 0

1005611

Carol Williams
Air Comfort Corp
2550 Braga Dr
Broadview, IL 60155

NOTICE TO VENDOR

For prompt payment, send your invoice with PACE
PO Number, in duplicate to:

ACCOUNTING SECTION
PACE – HEADQUARTERS
550 W ALGONQUIN RD
ARLINGTON HTS, IL 60005-4412
(847) 364-8130

ITM NO	QUANTITY	U/M	SKU NO	DESCRIPTION	VEN PART NO	UNIT PRICE	EXTENSION
1		Dollars		This confirms Contract No. 230648 dated June 25, 2020 between Pace, the Suburban Bus Division of the Regional Transportation Authority and Air Comfort Corp. for South Division Boiler Gas Supply Retrofit.			21,225.00

1		For Internal Use Only Project HH4314, Task 11.44.02-049, Exp Type Capital	
		REQUISITION NO. 419504	TOTAL NOT TO EXCEED 21,225.00
		<i>Jane Swider</i>	06/25/2020
		Signature	Date

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

CONSTRUCTION CONTRACT – SHORT FORM

THIS CONTRACT is entered into June 25, 2020, 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 **Air Comfort Corporation** 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: South Division Boiler Gas Supply Retrofit

ARTICLE I - SCOPE OF WORK

1.0 General. A summary description of the work is the Boiler Gas Supply Retrofit Work 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 – Short Form

Exhibit B - Construction Proposal and Bid – Short Form

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 – Short Form

Exhibit F - Insurance Requirements

Exhibit G - Labor Provision

~~Exhibit H - Construction Specifications – Short Form~~

Exhibit I - Construction Plans and Specifications

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. The Contractor, as provided herein, is responsible for filing all the necessary paperwork to obtain Construction permits within seven (7) calendar days from the date of Pace's written "Notice To Proceed". As time is of the essence, Contractor shall commence the work within ten (10) calendar days from date the construction permit is issued, shall-achieve Substantial Completion within ninety (90) calendar days from date the construction permit is issued, and finally complete the Contract (including Pace's Final Acceptance) within ninety (90) calendar days from the date of the issuance of Notice to Proceed.

2.1 Liquidated Damages. Any delay in achieving the Substantial 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 fifty dollars (\$50.00) 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 outlined in Exhibit E including, but not limited to, Contractor's certificate of insurance, performance bond, payment bond, list of subcontractors, Contractor and Subcontractor Acknowledgments, 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 **Twenty-One Thousand Two-Hundred and Twenty-Five** dollars and **Zero** cents (**\$21,225.00**) not including Alternate number(s), 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: Karen Verran.

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 – Short Form, 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, THE SUBURBAN BUS DIVISION
OF THE RTA**

Air Comfort Corporation
COMPANY NAME

Jane Swider
SIGNATURE

2550 Braga Drive
COMPANY ADDRESS

Department Manager Purchasing
TITLE

Broadview Illinois 60155
CITY, STATE, AND ZIP CODE

06/25/2020
DATE OF AWARD


AUTHORIZED SIGNATURE

Vice President
AUTHORIZED SIGNATORY’S TITLE

708345-1900
TELEPHONE NUMBER



Rocky Donahue
Executive Director

DATE: March 11, 2020

Invitation for Bid No. 419504
Boiler Gas Supply Retrofit at Pace South Division
Addendum No. 1

Dear Prospective Bidder:

Pace has checked the applicable box(s) pertaining to this solicitation's addendum below:

Addendum No. shall replace **Exhibit** , with the enclosed **Exhibit** , , which has been changed. The new **Exhibit** , is marked **ADDENDUM NO.** and is dated .

Addendum No. is being issued to amend certain words, phrases, sentences or paragraphs for this solicitation for .

Addendum No. is being issued to provide responses to questions submitted by . The following outlines all written questions submitted by potential and Pace's response to these questions.

The question and answer period is extended until at 2:00 P.M. Questions received after this date will not be accepted.

This Addendum No. 1 shall be inserted into and submitted along with your solicitation package. All addenda must be acknowledged on page 2 of Exhibit B, Construction Proposal and Bid. Failure to acknowledge addenda may be cause for the bid to be considered non-responsive.

The meeting has been changed from to at the following locations and times: .

The date remains at 2:00 P.M.

The bid opening date is extended from Tuesday, March 17, 2020 to **Thursday, March 26, 2020** at 2:00 P.M. Bids received after this date and time will not be accepted.

Should you require any additional information, you may contact Procurement at (847)228-2479.

Sincerely,

Pace, the Suburban Bus Division of the Regional Transportation Authority



Rocky Donahue
Executive Director

DATE: March 16, 2020

Invitation for Bid No. 419504
Boiler Gas Supply Retrofit at Pace South Division
Addendum No. 2

Dear Prospective Bidder:

Pace has checked the applicable box(s) pertaining to this solicitation's addendum below:

Addendum No. shall replace **Exhibit** , with the enclosed **Exhibit** , , which has been changed. The new **Exhibit** , is marked **ADDENDUM NO.** and is dated .

Addendum No. is being issued to amend certain words, phrases, sentences or paragraphs for this solicitation for .

Addendum No. is being issued to provide responses to questions submitted by . The following outlines all written questions submitted by potential and Pace's response to these questions.

The question and answer period is extended until at 2:00 P.M. Questions received after this date will not be accepted.

This Addendum No. 2 shall be inserted into and submitted along with your solicitation package. All addenda must be acknowledged on page 2 of Exhibit B, Construction Proposal and Bid. Failure to acknowledge addenda may be cause for the bid to be considered non-responsive.

The meeting has been changed from to at the following locations and times: .

The date remains at 2:00 P.M.

The bid opening date is extended from Thursday, March 26, 2020 to **a future date to be specified in the next addendum** at 2:00 P.M. Bids received after this date and time will not be accepted.

Should you require any additional information, you may contact Procurement at (847)228-2479.

Sincerely,

Pace, the Suburban Bus Division of the Regional Transportation Authority



Rocky Donahue
Executive Director

DATE: April 9, 2020

Invitation for Bid No. 419504
Boiler Gas Supply Retrofit at Pace South Division
Addendum No. 3

Dear Prospective Bidder:

Pace has checked the applicable box(s) pertaining to this solicitation's addendum below:

Addendum No. 3 shall replace **Exhibit I, Drawing CDW, Scope of Work** with the enclosed **Exhibit I, Drawing CDW, Scope of Work**, which has been changed. The new **Exhibit I, Drawing CDW, Scope of Work** is marked **ADDENDUM NO. 3** and is dated April 9, 2020.

Addendum No. is being issued to amend certain words, phrases, sentences or paragraphs for this solicitation for .

Addendum No. 3 is being issued to provide responses to questions submitted by bidders. The following outlines all written questions submitted by potential bidders and Pace's response to these questions.

See Attachment No. 1, Questions and Pace Responses

The question and answer period is extended until at 2:00 P.M. Questions received after this date will not be accepted.

This Addendum No. 3 shall be inserted into and submitted along with your solicitation package. All addenda must be acknowledged on page 2 of Exhibit B, Construction Proposal and Bid. Failure to acknowledge addenda may be cause for the bid to be considered non-responsive.

The meeting has been changed from to at the following locations and times: .

The bid opening date remains a future date to be specified at 2:00 P.M.

The date is extended from to at 2:00 P.M. received after this date and time will not be accepted.

Should you require any additional information, you may contact Procurement at (847)228-2479.

Sincerely,

Pace, the Suburban Bus Division of the Regional Transportation Authority

Attachments:

1. Questions and Pace Answers – Addendum No. 2, April 9, 2020
2. *Exhibit I. Drawing CDW, Scope of Work* – Addendum No. 2, April 9, 2020

**INVITATION FOR BID NO. 419504
BOILER GAS SUPPLY RETROFIT AT PACE SOUTH DIVISION
QUESTIONS AND PACE RESPONSES**

- Question 1: Who's responsible for boiler switch over as the boilers are individually tied in? Pace or contractor?
- Pace Response:** *Exhibit I, Drawing CW2, Scope of Work, is revised to add the following: C.3 The contractor/manufacturer shall be responsible to have the manufacturer's technician commission boilers.*
- Question 2: What is the maximum amount of time the boilers can be shut down for? For instance, Saturday main shut down for gas tie in. How long do we have to shut down, purge, cut, and weld?
- Pace Response:** *Exhibit I, Drawing CW2, Scope of Work is revised to add the following: C.1 Gas Shutdown shall not exceed 8 hours including all associated work.*
- Question 3: It is stated that we will need to keep one boiler operating at all times. With the turning on and Turning off the boilers are we supposed to provide a Qualified Service technician to perform the operation or will Pace Handle this?
- Pace Response:** *Exhibit I, Drawing CW2, Scope of Work is revised to add the following: C.3 The contractor shall be responsible to have the manufacturer's technician the commission boilers.*
- Question 4: When Shutting down the gas line for our tie in, when we turn back on who is responsible for making sure all other equipment served by this gas line is back in operation? If we are can you provide us a list of equipment that is tied to the gas line or should we put an allowance in for (1) tech 8 hrs. for this to be verified?
- Pace Response:** *Exhibit I, Drawing CW2, Scope of Work is revised to add the following: C.2 The Contractor shall be responsible to bleed all air from gas system after shutdown. Contractor is not responsible to check other equipment tied to the gas line. The successful Bidder will be provided a list of equipment upon request.*
- Question 5: The new project sign that is called out, do you have a specific vendor that works with Pace that can provide?
- Pace Response:** *It is the Contractor's responsibility to engage a vendor for this task.*
- Question 6: The roofing note "Replace the existing roof boot flashing for larger regulator vent on sheet CW-1". Is the boot only need replacement or is there actually roofing work needed? If so can Pace provide a roofing contractor, they use or might have warranty on that roof that we can get in contact with to obtain pricing? Can a picture of the existing penetration on the roof be provided since we were not able to go onto the roof? Please advise
- Pace Response:** *Per Exhibit I, Drawing CW2, Scope of Work, boot replacement only, no roof work is intended.*

- Question 7: Is there a permit required for installation of the new sign?
Pace Response: See *Exhibit E - Page E-11 Paragraph 8.1*. The Contractor is responsible to secure a permit per the local laws, codes, and/or regulations applicable to the performance of work.
- Question 8: Is there a permit required for the project? Is this the responsibility of the contractor?
Pace Response: See *Exhibit E - Page E-11 Paragraph 8.1*. Permits are the Contract's responsibility. Contractor shall check with the local laws, codes, and/or regulations applicable to the performance of work.
- Question 9: Will Contractor be required to provide a Service Technician for start-up of Boilers and other equipment fed from the natural gas main?
Pace Response: *Exhibit I, Drawing CW2, Scope of Work*, is revised to add the following: **C.2 The Contractor shall be responsible to bleed all air from gas system after shutdown.**
- Question 10: Can Pace please provide Total Linear Footage of 3" Gas Main that will need to be purged for Saturday Tie-in?
Pace Response: **There is approximately 400 feet of 3-inch piping to the area where the gas line will be tied in.**
- Question 11: Will Contractor be required to have a designated (non-working fire watch) while doing hot work?
Pace Response: See *Exhibit E - Page E-11 Paragraphs 9.1 & 9.1.1*. The Contractor is responsible for all safety precautions complying with all local, state and federal laws including all public authorities with jurisdiction at the place of work.
- Question 12: Will Contractor have access to Man Lift currently on site or will Contractor need to rent Man lift?
Pace Response: See *Exhibit E - Page E-15 Paragraph 15.11*. Contractor shall provide and maintain necessary equipment in the performance of this work including Man Lifts.
- Question 13: Is there a Site-Specific Safety Training the Crew will need to attend prior starting the project?
Pace Response: See *Exhibit E - Page E-11 Paragraphs 9.1 & 9.1.1*. The Contractor is responsible for all safety and training required to be in compliance with all local, state and federal laws including public authorities with jurisdiction at the place of work.



Rocky Donahue
Executive Director

DATE: April 24, 2020

Invitation for Bid (IFB) No. 419504
Boiler Gas Supply Retrofit at Pace South Division
Addendum No. 4

Dear Prospective Bidder:

In this time of unprecedented uncertainty, Pace's primary focus is the welfare of our mission, patrons and staff. The effects of the COVID-19 pandemic are being felt worldwide. We have made changes to the standard process for receipt, public bid opening and award of Invitation for Bids.

Addendum No. 4 shall update Pace's public bid opening date and provide instructions for the opening of bids electronic and remotely.

The bid opening date for this IFB shall resume on **May 5, 2020 at 2:00pm CST**. Pace will conduct this bid opening via **Teams**, web conference via the following link.

[Join Microsoft Teams Meeting](#)
[+1 872-212-5030](#) United States, Chicago (Toll)
Conference ID: 689 662 22#

As a **Team** owner, Pace **can** add and manage bidders/guests in **teams** via the web or desktop. **Anyone** with a business or consumer email account, such as Outlook, Gmail, or others, **can** participate as a bidder/guest in **Teams**.

In order to participate remotely, Bidders shall submit scanned bid documents electronically to Procurement@pacebus.com. Bidders may submit electronic signatures on the bid documents and the contract page. Per the Attachment No. 1, revised *Exhibit A, 11, Bid Submittal Checklist*; each bidder shall submit ONE (1) bid. Bidders shall submit the electronic bid and all required bid document using the following naming convention:

MY BID IFB No. 419504 Boiler Gas Supply Retrofit at Pace South Division.

This Addendum No. 4, and all addenda, must be acknowledged on page 2 of Exhibit B, Construction Proposal and Bid.

Should you require any additional information, you may contact Evan Roglich, at (847)-228-4265, Senior Contract Buyer.

Respectfully,

Rebecca Howe
Chief Procurement Officer



Rocky Donahue
Executive Director

DATE: May 5, 2020

Invitation for Bid (IFB) No. 419504
Boiler Gas Supply Retrofit at Pace South Division
Addendum No. 5

Dear Prospective Bidder:

Addendum No. 5 shall update Pace's public bid opening date and provide instructions for the opening of bids electronic and remotely.

The bid opening date for this IFB shall resume on **May 8, 2020 at 2:00pm CST**. Pace will conduct this bid opening via **Teams**, web conference via the following link.

[Join Microsoft Teams Meeting](#)
[+1 872-212-5030](#) United States, Chicago (Toll)
Conference ID: 689 662 22#

As a **Team** owner, Pace **can** add and manage bidders/guests in **teams** via the web or desktop. **Anyone** with a business or consumer email account, such as Outlook, Gmail, or others, **can** participate as a bidder/guest in **Teams**.

In order to participate remotely, Bidders shall submit scanned bid documents electronically to Procurement@pacebus.com. Bidders may submit electronic signatures on the bid documents and the contract page. Per the Attachment No. 1, revised *Exhibit A, 11, Bid Submittal Checklist*; each bidder shall submit ONE (1) bid. Bidders shall submit the electronic bid and all required bid document using the following naming convention:

MY BID IFB No. 419504 Boiler Gas Supply Retrofit at Pace South Division.

This Addendum No. 5, and all addenda, must be acknowledged on page 2 of Exhibit B, Construction Proposal and Bid.

Should you require any additional information, you may contact Evan Roglich, at (847)-228-4265, Senior Contract Buyer.

Respectfully,

Rebecca Howe
Rebecca Howe
Chief Procurement Officer

SPECIAL CONSTRUCTION CONTRACT CONDITIONS – SHORT FORM

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 all contract compliant requirements are met in order for Pace to issue a Notice to Proceed.

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.

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 one additional year. 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 F of this IFB No. 419504.

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 (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 Pace's Chief Procurement Officer 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 – Short Form (signed)
- Exhibit B – Construction Proposal and Bid – Short Form, 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—Affidavit of DBE/Non-DBE Joint Venture (signed)~~
- FTA/IDOT/RTA Certifications:
 - ~~Buy America (signed)~~
 - ~~Restrictions on Lobbying (signed)~~
 - Non-Collusion Affidavit (signed)
 - General/Prime Contractor Certification Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion (signed)

- Exhibit D – Bidders Sworn Work History Statement (signed)
- 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 labeled IFB No. 419504 – South Division Gas Supply Retrofit

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 2:00 p.m. on **March 2, 2020**. Questions regarding this IFB shall be submitted in writing to Evan Roglich, Contract Buyer II, at Evan.Roglich@pacebus.com. Questions submitted after this date will not be accepted. The bid opening date is **March 17, 2020** at 2:00 P.M. at Pace Headquarters, 550 W. Algonquin Road, Arlington Heights, IL. Any bids received after this date and time will be rejected.

CONSTRUCTION PROPOSAL AND BID – SHORT FORM

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

FROM: COMPANY NAME: Air Comfort Corporation
ADDRESS: 2550 Braga Drive Broadview Illinois
FEDERAL TAX IDENTIFICATION NUMBER: _____
AUTHORIZED OFFICIAL: Michael Devito
TITLE: Vice President

CONSTRUCTION PROPOSAL AND BID FOR THE PACE PROJECT LOCATED AT:

**Pace South Division
2101 West 163rd Place
Markham, IL 60428**

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, less the amounts of any Alternates not awarded by Pace, 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 ~~and the Unit Price Item Schedule.~~

Signature of Authorized Official Listed Above: 

Date: 5/8/2020

Phone: 708-346-1900

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 1 Thru 5 (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.

TOTAL LUMP SUM BID:

Twenty One Thousand Two Hundred and Twenty Five

(In Words)

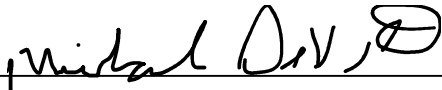
Dollars

\$ 21,225

(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: Air Comfort Corporation

Signature of Authorized Official:  Date: 5.8.2020

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 Lump Sum Bid, 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>	<u>TOTALS</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

SECTION A – GENERAL TERMS AND CONDITIONS	Page C-3
1. <u>Conditions of Acceptance of Bid</u>	Page C-3
2. <u>Withdrawal of Bids</u>	Page C-3
3. <u>Errors in Bids</u>	Page C-3
4. <u>Irregular Bids</u>	Page C-3
5. <u>Additional Charges</u>	Page C-3
6. <u>Contractors Record and Qualifications</u>	Page C-3
7. <u>Modifications to Contract</u>	Page C-4
8. <u>Cash Discounts</u>	Page C-4
9. <u>Delivery</u>	Page C-4
10. <u>Indemnification</u>	Page C-4
11. <u>Processing Data Between Years and Centuries</u>	Page C-4
12. <u>Regulatory Compliance</u>	Page C-4
13. <u>Equal Employment Opportunity</u>	Page C-4
14. <u>Disclosures</u>	Page C-5
15. <u>Non-Collusion</u>	Page C-5
16. <u>Conflict of Interest</u>	Page C-5
17. <u>Bid Protest Procedures</u>	Page C-5
18. <u>Illinois Freedom of Information Act</u>	Page C-9
SECTION B - DISADVANTAGED BUSINESS ENTERPRISE COMPLIANCE REQUIREMENTS	Page C-10
<u>DBE RESPONSIVENESS REQUIREMENTS</u>	Page C-10
<u>DBE RESPONSIBILITY REQUIREMENTS</u>	Page C-10
<u>CALCULATING DBE PARTICIPATION</u>	Page C-11
<u>GOOD FAITH EFFORTS</u>	Page C-15
<u>RECONSIDERATION</u>	Page C-17
<u>DOCUMENTATION REQUIREMENTS</u>	Page C-17
Schedule A Checklist	Page C-21
Schedule A – Summary of DBE Participation	Page C-22
Schedule B Checklist	Page C-23
Schedule B – Confirmation of Proposed DBE Participation	Page C-24
Schedule C – Affidavit of DBE/Non-DBE Joint Venture	Page C-26
SECTION C – FTA/IDOT/RTA REQUIREMENTS WITH AFFIDAVITS AND CERTIFICATES	Page C-31
1. <u>Interest of Members of Congress</u>	Page C-31
2. <u>Financial Assistance Contract</u>	Page C-31
3. <u>Ineligible Contractors and Subcontractors</u>	Page C-31
4. <u>Patent Rights</u>	Page C-31
5. <u>Copyright and Rights in Data</u>	Page C-31
6. <u>Bid Evaluation Requirements</u>	Page C-31
7. <u>Energy Conservation</u>	Page C-31
8. <u>Clean Water Requirements</u>	Page C-31
9. <u>Clean Air Requirements</u>	Page C-32
10. <u>The Americans with Disabilities Act</u>	Page C-32

11.	<u>Use of Metric Units of Measure and English Language</u>	Page C-32
12.	<u>Audit and Inspection of Records</u>	Page C-32
13.	<u>Employment</u>	Page C-32
14.	<u>Contract Work Hours and Safety Standards</u>	Page C-32
15.	<u>Davis-Bacon and Copeland Anti-Kickback Acts</u>	Page C-33
16.	<u>Illinois Prevailing Wage Act (820 ILCS 130)</u>	Page C-38
17.	<u>Certification of Restrictions on Lobbying</u>	Page C-39
18.	<u>Cargo Preference - Use of United States Flag Vessels</u>	Page C-39
19.	<u>Fly America Requirements</u>	Page C-39
20.	<u>Surface Transportation Assistance Act / Buy America</u>	Page C-39
21.	<u>Notice of Federal Regulations</u>	Page C-40
22.	<u>Seismic Safety</u>	Page C-40
23.	<u>No Obligation by the Federal Government</u>	Page C-40
24.	<u>Federal Changes</u>	Page C-40
25.	<u>Program Fraud and False or Fraudulent Statements or Related Acts</u>	Page C-40
26.	<u>Incorporation of Federal Transit Administration (FTA) Terms</u>	Page C-41
27.	<u>Civil Rights</u>	Page C-41
28.	<u>Veterans Employment</u>	Page C-42
	BUY AMERICA CERTIFICATION	Page C-43
	CERTIFICATION OF RESTRICTIONS ON LOBBYING	Page C-44
	CERTIFICATION REGARDING SUSPENSION AND DEBARMENT	Page C-45
	NON-COLLUSION AFFIDAVIT	Page C-46

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. 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 Chief Procurement Officer 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 15-21).
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: Chief Procurement Officer
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 0% 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).

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.

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)
				\$	\$
				\$	\$
				\$	\$
				\$	\$
Total \$					\$

- 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, Pace's Project Manager, 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
- 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) _____ 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.** Print 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 of 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:

Description/Type of Work (In Detail) (9)	Quantity (if applicable) (10)	Dollar Amount of DBE Contract (11)
Total: (12)		\$ TOTAL VALUE

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)

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 Purchase Order 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 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: _____

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:

**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

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.

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

Professional

Administrative/Clerical

Unskilled Labor

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 the 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 therefor, and any proposed changes to any provision of the joint venture, or those of each venturer, relevant to the joint venture by authorized representatives of 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.
28. Veterans Employment - Recipients and subrecipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

BUY AMERICA
Certification Requirements for Procurement of Steel or Manufactured Products

Contractor: This Certification is required to be completed and returned with the solicitation if the offer **EXCEEDS \$100,000** and federal funds are to be utilized. A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as **nonresponsive**. The Buy America requirements flow down to first tier contractors who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date: _____
Signature: _____
Company Name: _____
Title: _____

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), and 49 CFR 661.5, but it may qualify for an exception to the requirement pursuant to 49 U.S.C.5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date: _____
Signature: _____
Company Name: _____
Title: _____

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-LL "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.



Vice President
(Signature and Title of Authorized Official)

NON-COLLUSION AFFIRMATION

IMPORTANT: This affirmation must be signed and submitted with the bid/proposal.

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



(Signature of person making affidavit)

CONSTRUCTION CONTRACT BIDDER'S SWORN WORK HISTORY STATEMENT

In submitting this Construction Proposal and Bid I certify that all statements made in this Sworn History Statement are made on behalf of the undersigned bidder's organization, Air Comfort Corporation, In support of its Construction Proposal and Bid for IFB No. 419504 – South Division Boiler Gas Supply Retrofit 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 Bidder's Business: HVAC contractor and Service provider

2. Composition of Work - During the past three years, Bidder's work has consisted of (fill out all three columns, each column must add up to 100%):

5 % Federal 60% As Contractor 70 % Bidder's Forces Labor

20 % Other Public 40% As Subcontractor 30% Subcontractors Labor

75 % Private

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: 85 years.

4. Bidder's State Corporation/LLC File Number: Na

5. Predecessor Organization - If Bidder has been in business under this current name and organization for less than five years, list any predecessor organizations:

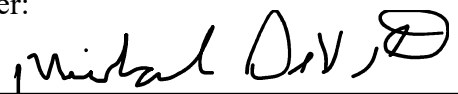
<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
_____	_____	_____
_____	_____	_____

6. Related Experience - List at least three projects most comparable to the Pace Contract Work, that have been completed (or reached Substantial Completion) by Bidder or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	<u>at&t</u>	<u>Jll</u>	<u>At&t</u>
Owner Address	<u>225 west randolph</u>	<u>36 South Wabash</u>	<u>225 west Randolph</u>
Reference Contact Person	<u>John Scanlon</u>	<u>David Fieldman</u>	<u>Patty Culbertson</u>
Telephone Number	<u>312-814-0623</u>	<u>312-940-2072</u>	<u>312-815-7545</u>
Email Address	<u>Js364r@att.com</u>	<u>David.fieldman@am.jll.com</u>	<u>Pc2814@att.com</u>
Type of Work	<u>Chiller replacements</u>	<u>Mechanical</u>	<u>Chiller replacement</u>
Amount of Contract	<u>595,000</u>	<u>\$525,000</u>	<u>380,000</u>
Scheduled Completion Date	<u>4/5/2019</u>	<u>3/1/2020</u>	<u>3/19/2018</u>
Actual Completion Date	<u>4/5/2019</u>	<u>3/1/2020</u>	<u>3/19/2018</u>

Attach separate sheets if necessary to list additional comparable projects.

Bidder:

By: 
 (signature of authorized official)

Vice President
 (title)

Michael Devito
 (printed/typed name)

5/8/2020
 (date)

GENERAL CONSTRUCTION CONTRACT CONDITIONS - SHORT FORM

1.	AUTHORITIES AND LIMITATIONS	Page E-3
2.	STANDARD REFERENCES, AND DEFINITIONS	Page E-3
	2.1 Standard References	Page E-3
	2.2 Definitions	Page E-4
3.	SUBMITTALS; PRODUCT, INSTALLER, AND SERVICE PROVIDER OPTIONS; RECORD DOCUMENTS; & COMPLIANCE DOCUMENTS	Page E-4
	3.1 Submittals	Page E-4
	3.2 Product, Installer, and Service Provider Options	Page E-6
	3.3 Record Documents	Page E-7
	3.4 Compliance Documents	Page E-8
4.	SITE CONDITIONS AND SITE INVESTIGATION	Page E-9
5.	DIFFERING SITE AND WORK CONDITIONS	Page E-9
6.	LABOR, WORKING HOURS, AND MATERIALS	Page E-10
7.	WARRANTY AND CONTRACT COMPLIANCE	Page E-10
8.	PERMITS AND TAXES	Page E-11
9.	SAFETY, INDEMNITY AND INSURANCE	Page E-11
10.	LIENS AND BONDS - PAYMENT & PERFORMANCE	Page E-12
11.	SUBCONTRACTING LIMITATION AND SUBCONTRACTS	Page E-12
12.	SUPERVISION BY THE CONTRACTOR	Page E-13
13.	INSPECTION, TESTS, AND OTHER CONTRACTS	Page E-13
14.	MOBILIZATION AND COMMENCEMENT OF WORK	Page E-14
15.	EXISTING FACILITY COORDINATION AND PROTECTION OF PROPERTY	Page E-14
16.	PROJECT MEETINGS	Page E-17
17.	POSSESSION OF WORK	Page E-17
18.	CHANGES IN THE WORK/PRICE ADJUSTMENTS	Page E-17
19.	CONTRACT PRICE REDUCTIONS FOR DEFECTIVE COST/PRICING DATA AND ADDITIONAL CONTRACT ADMINISTRATION COSTS	Page E-19
20.	COST OR PRICING DATA AUDIT	Page E-19
21.	UNCOVERING AND CORRECTION OF WORK	Page E-20
22.	SUSPENSION OF WORK	Page E-21
23.	TERMINATION WITHOUT DEFAULT	Page E-21
24.	NOTIFICATION OF PENDING DEFAULT	Page E-22
25.	DEFAULT	Page E-22
26.	PAYMENTS AND COMPLETION	Page E-23
	26.1 Schedule of Values	Page E-23
	26.2 Applications for Payment	Page E-23
	26.3 Progress Payments	Page E-24
	26.4 Payments Withheld	Page E-24
	26.5 Substantial Completion	Page E-25
	26.6 Final Acceptance and Final Payment	Page E-25
27.	OTHER CONDITIONS	Page E-26
	27.1 Dispute Resolution	Page E-26
	27.2 Ownership of Documents	Page E-26
	27.3 Patent Infringement	Page E-26
	27.4 Taxes	Page E-27
	27.5 Assignment	Page E-27

27.6	Severability	Page E-27
27.7	Cumulative Rights	Page E-27
27.8	No Waiver Implied	Page E-27
28.	NOTICES	Page E-27
29.	PROJECT SIGN REQUIREMENT	Page E-28

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. Provisions within any such document to method of payment are not applicable and Pace's Contract shall govern in the event of any conflicts. 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 Short Form specifications (and plans, if applicable), 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 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 Pace in writing 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 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 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 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 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. 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 records.
- 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. 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 14 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 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 Pace. 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 brand 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. 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 brand 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 Pace for review under the circumstances described below.
- 3.2.3.1 “Or-Equal” Items: If in Pace’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 Pace 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 determines 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 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 will consider requests for substitutions only within 14 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 from anyone other than the Contractor.
- 3.2.4.3 Contractor shall first make written application to Pace 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 Pace in evaluating the proposed substitution. Pace 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 (if applicable), 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’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 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.
- 3.3.3 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 manufacturer's 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(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 3.3.3.

4. SITE CONDITIONS AND SITE INVESTIGATION

4.1 Where Pace 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 Construction Bid - Short Form 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 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 3.3.3.

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 ten (10) days after Contract award, the Contractor shall furnish to Pace a list of proposed subcontractors, preliminary copies of their completed, fully executed Contractor and Subcontractor Acknowledgments (Pace Form CFI-C6), and a preliminary schedule of values (see Section 26 for additional details). All of these documents must be finalized and acceptable to Pace within thirty (30) days after Contract award. 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 Contractor and Subcontractor Acknowledgment.~~

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 except where covered in the Contractor and Subcontractor Acknowledgment: "Subcontractor is bound to Contractor by the same terms and conditions as the Contractor is bound to the Owner, as set forth in Pace's Construction Contract. 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 Contractor and the Subcontractor." 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 at the 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 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.
- 15.2 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.

- 15.3 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.
- 15.4 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.
- 15.5 All workmen are required to sign in and sign out when entering and leaving Pace property. Appropriate identification will be required.
- 15.6 All on-site traffic control is subject to the Pace representative's approval.
- 15.7 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.
- 15.8 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.
- 15.9 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.
- 15.10 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.
- 15.11 Contractor shall provide and maintain all miscellaneous temporary facilities such as ladders, ramps, scaffolds, hoists, railings, chutes, barricades, enclosures, platforms, walks, temporary toilet(s), 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. Coordinate with Pace the use of existing facility water and power in the form of power receptacles and water hose bibs where existing and without modification.

- 15.12 Contractor shall remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion, except as necessary to complete punch list items. 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 progressed to the point that they are no longer needed, and when approved by Pace.
- 15.13 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 Pace 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.
- 15.14 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.
- 15.15 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.
- 15.16 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.

15.17 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 Meetings, 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. 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 pre-installation 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 and Pace 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.
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 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 26.5.3.
- 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 26.5.3; 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 Pursuant to 49.C.F.R § 26.29(a), the Contractor shall pay subcontractors for satisfactory performance of their contracts no later than thirty (30) days from receipt of each payment Pace makes to Contractor.

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 work 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 shall be 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 Progress Payments

26.3.1 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.

26.3.2 Pace shall not 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.

26.3.3 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.

26.4 Payments Withheld

26.4.1 All payments made prior to Final Payment, including payments for material and equipment, shall be subject to maximum 10% retainage, except that subcontractor retainage may be reduced upon Pace'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.

26.4.2 Pace may also withhold 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

26.4.3 When the above grounds in Paragraph 26.4.2 are removed, payment shall be made for amounts withheld because of them.

26.5 Substantial Completion

26.5.1 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 Contractor and all his subcontractors. When Pace, on the basis of the inspection, determines that the Work, thereof, is substantially complete, Pace 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.

26.5.2 After certification of substantial completion of the Work by Pace, Contractor shall continue to maintain its field superintendent on site until all open Punch List items are certified as completed.

26.5.3 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.

26.6 Final Acceptance and Final Payment

26.6.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, Pace will promptly make such inspection as deems necessary and, if Pace finds the Work acceptable under the Contract and the Contract fully performed, and on the basis of Pace's observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract, the entire balance noted in said final Certificate is due and payable to the Contractor.

26.6.2 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) 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.

26.6.3 Final Acceptance shall be reached when the conditions of Paragraphs 26.6.1 and 26.6.2 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.

26.6.4 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 Short Form 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 each site of construction, a project sign satisfactory to its funding agencies identifying the Project and indicating the funding agency is participating in the development of the Project. Specific details for the Project Sign requirements are covered in Exhibit J. Each 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. All signs must be removed and properly disposed of upon completion of all punch list items and prior to Final Acceptance.

Insurance Requirements – Facility Maintenance

The Insurance documentation must be submitted, reviewed and approved by Pace, the Suburban Bus Division of the Regional Transportation Authority (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** (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) 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 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 and endorsements 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**.
- Workers Compensation Waiver of Subrogation**
The *Contractors* and its insurer shall agree to waive their rights to subrogate against **Pace** and the Regional Transportation Authority. **Pace** shall be scheduled and/or named on the ISO WC 00 03 13 endorsement or equivalent WC Waiver of Subrogation.
- 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.
- Umbrella Liability Insurance** affording limits of not less than **\$1,000,000** each occurrence and **\$1,000,000** aggregate coverage. Such umbrella coverage shall contain the following policy provisions and/or endorsements: defense, investigation, and supplementary payments “outside” or “in addition to” the policy limits, 30 day Notice of Cancellation, Definition of “Who is an insured” (includes “Any person or organization” that is an insured under any policy of underlying coverage) and the *Contractor* must maintain underlying insurance as scheduled when the Umbrella coverage was bound. **Umbrella Liability Insurance is not required when the Primary General Liability policy limits and the Primary Automobile Liability policy limits are equal to or greater than the combined total of the Primary and Umbrella insurance policy limits requirement.**
- 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 Liaison for review of coverage terms, conditions, and exclusions. **Pace** reserves the right to accept or reject the evidence of coverage provided by the *Contractor*.
- Pollution Legal Liability Insurance (PLL) and/or Contractors Pollution Liability (CPL)** with coverage afforded for third-party claims including, but not limited to: bodily injury, property damage, and remediation expenses. Due to the variation in policy types, coverage afforded and exclusions, **Pace requires** that a copy of the actual policy be provided to us for a complete review prior to acceptance of the insurance terms or exhibit that make up this agreement. **The minimal liability limits required for this policy are \$1,000,000**
- 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 Liaison **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.

Pace, the Suburban Bus Division of the Regional Transportation Authority
Attn: Insurance Liaison
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 Insurance Liaison. *Contractors* shall not commence work herein until they have obtained the required insurance and has received **Pace's** approval.

General Decision Number: IL190009 01/11/2019 IL9

Superseded General Decision Number: IL20180009

State: Illinois

Construction Types: Building, Heavy, Highway and Residential

County: Cook County in Illinois.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	01/11/2019

ASBE0017-001 06/01/2017

	Rates	Fringes
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ASBESTOS WORKER/INSULATOR

Includes the application
of all insulating
materials, protective
coverings, coatings, and
finishes to all types of

mechanical systems.....\$ 50.50

25.80

Fire Stop Technician.....\$ 40.40

24.54

HAZARDOUS MATERIAL HANDLER

includes preparation,
wetting, stripping removal

EXHIBIT G

scrapping, vacuuming,
bagging and disposal of
all insulation materials,
whether they contain
asbestos or not, from
mechanical systems.....\$ 37.80 24.54

BOIL0001-001 05/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 46.18	29.58

BRIL0021-001 06/01/2016

	Rates	Fringes
BRICKLAYER.....	\$ 44.88	26.62

BRIL0021-004 06/01/2017

	Rates	Fringes
Marble Mason.....	\$ 44.63	26.83

BRIL0021-006 06/01/2017

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 44.38	25.84
TILE FINISHER.....	\$ 38.56	22.10
TILE SETTER.....	\$ 45.49	25.72

BRIL0021-009 06/01/2017

	Rates	Fringes
MARBLE FINISHER.....	\$ 33.95	26.03

BRIL0021-012 06/01/2017

	Rates	Fringes
Pointer, cleaner and caulker.....	\$ 45.42	24.06

CARP0555-001 06/01/2018

BUILDING, HEAVY, AND HIGHWAY

	Rates	Fringes
CARPENTER		
Carpenter, Lather,		
Millwright, Piledriver,		
and Soft Floor Layer		
Building.....	\$ 47.35	32.83
Heavy & Highway.....	\$ 47.35	32.83

CARP0555-002 10/01/2018

EXHIBIT G

RESIDENTIAL CONSTRUCTION

	Rates	Fringes
CARPENTER.....	\$ 38.11	32.83

ELEC0009-003 06/03/2018

	Rates	Fringes
Line Construction		
Groundman.....	\$ 40.48	61.52%
Lineman and Equipment		
Operator.....	\$ 51.90	61.52%

ELEC0134-001 06/04/2018

	Rates	Fringes
ELECTRICIAN.....	\$ 48.35	33.11

ELEC0134-003 06/04/2018

	Rates	Fringes
ELECTRICIAN		
ELECTRICAL TECHNICIAN.....	\$ 43.96	24.51

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

* ELEV0002-001 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 56.61	33.705+a+b

FOOTNOTES:

a) PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving Day; Veterans' Day and Christmas Day.

b) Employer contributes 8% of regular hourly rate as vacation

EXHIBIT G

pay credit for employee with more than 5 years of service,
and 6% for employee with less than 5 years service

* ENGI0150-006 06/01/2017

Building and Residential Construction

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 50.10	36.45
GROUP 2.....	\$ 48.80	36.45
GROUP 3.....	\$ 46.25	36.45
GROUP 4.....	\$ 44.50	36.45

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

GROUP 3: Air Compressor-Small 250 and Under (1 to 5 not to exceed a total of 300 ft); Air Compressor-Large over 250; Combination-Small Equipment Operator; Generator- Small 50

EXHIBIT G

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

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

*-Requires Oiler

* ENGI0150-025 06/01/2018

Heavy and Highway Construction

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 49.30	38.15
GROUP 2.....	\$ 48.75	38.15
GROUP 3.....	\$ 46.70	38.15
GROUP 4.....	\$ 45.30	38.15
GROUP 5.....	\$ 44.10	38.15

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire*, Asphalt Spreader; Autograder/ GOMACO or similar; ABG Paver*, Backhoes with Caisson attachment*, Ballast Regulator, Belt Loader*; Caisson Rigs*Car Dumper, Central Redi-Mix Plant*, Combination Backhoe; Front End Loader Machine (1 cu yd or over Backhoe bucket or with attachments); Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft*; Concrete Placer*; Concrete Tube Float; Cranes, all attachments*; Cranes, Hammerhead, Linden, Peco and machines of a like nature*; Creter Crane; Crusher, stone; All Derricks; Derrick Boats; Derricks, traveling*; Dowell Machine with Air Compressor (\$1.00 above Class 1); Dredges*; Field Mechanic Welder; Formless Curb and Gutter Machine*; Gradall and machines of a like nature*; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted*; Hoists, one, two, and three Drum; Hydraulic Backhoes*; Backhoes with Shear attachments*; Mucking Machine; Pile Drivers and Skid Rig*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)*; Rock Drill- Crawler or Skid Rig*; Rock Drill truck mounted*; Rock/ Track Tamper; Roto Mill Grinder, (36" and over)*; Slip-Form Paver*; Soil Test Drill Rig, truck mounted*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader*; Tractor Drawn Belt Loader with attached Pusher (two engineers); Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine*; Trenching Machine; Truck Mounted Concrete Pump with boom*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.*; Wheel Excavator* &

EXHIBIT G

Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft*

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

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

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

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

*Requires Oiler

IRON0001-026 06/01/2018

Rates

Fringes

IRONWORKER

EXHIBIT G

Sheeter.....	\$ 49.08	38.28
Structural and Reinforcing..	\$ 48.83	38.28

IRON0063-001 06/01/2018

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 48.05	35.93

IRON0063-002 06/01/2018

	Rates	Fringes
IRONWORKER Fence Erector.....	\$ 40.88	28.74

IRON0136-001 07/01/2018

	Rates	Fringes
IRONWORKER Machinery Movers; Riggers; Macinery Erectors.....	\$ 41.00	33.96
Master Riggers.....	\$ 43.50	33.96

LABO0002-006 06/01/2017

	Rates	Fringes
LABORER (BUILDING & RESIDENTIAL) GROUP 1.....	\$ 41.20	27.47
GROUP 2.....	\$ 41.20	27.47
GROUP 3.....	\$ 41.28	27.47
GROUP 4.....	\$ 41.30	27.47
GROUP 5.....	\$ 41.40	27.47
GROUP 6.....	\$ 41.40	27.47
GROUP 7.....	\$ 41.43	27.47
GROUP 8.....	\$ 41.53	27.47
GROUP 9.....	\$ 41.55	27.47
GROUP 10.....	\$ 41.75	27.47
GROUP 11.....	\$ 41.78	27.47
GROUP 12.....	\$ 41.40	27.47

LABORER CLASSIFICATIONS

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

GROUP 2: Fireproofing and Fire Shop laborers.

GROUP 3: Cement Gun.

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

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

GROUP 6: Stone Derrickmen & Handlers.

EXHIBIT G

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

GROUP 8: Firebrick & Boiler Laborers.

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

GROUP 10: Boiler Setter Plastic Laborers.

GROUP 11: Jackhammermen on fire brick work only.

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

LABO0002-007 06/01/2017

	Rates	Fringes
LABORER (HEAVY & HIGHWAY)		
GROUP 1.....	\$ 41.20	27.47
GROUP 2.....	\$ 41.28	27.47
GROUP 3.....	\$ 41.40	27.47
GROUP 4.....	\$ 41.43	27.47
GROUP 5.....	\$ 41.40	27.47

LABORER CLASSIFICATIONS

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

GROUP 2: Ashpalt tampers & smoothers; Cement gun laborers

GROUP 3: Cement Gun Nozzle (laborers), Gunite

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

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

LABO0002-008 06/01/2017

	Rates	Fringes
LABORER (Compressed Air)		
0 - 15 POUNDS.....	\$ 42.20	27.47
16 - 20 POUNDS.....	\$ 42.70	27.47
21 - 26 POUNDS.....	\$ 43.20	27.47
27 - 33 POUNDS.....	\$ 44.20	27.47

EXHIBIT G

34 - AND OVER.....	\$ 45.20	27.47
LABORER (Tunnel and Sewer)		
GROUP 1.....	\$ 41.20	27.47
GROUP 2.....	\$ 41.33	27.47
GROUP 3.....	\$ 41.43	27.47
GROUP 4.....	\$ 41.55	27.47
GROUP 5.....	\$ 41.20	27.47

LABORER CLASSIFICATIONS (TUNNEL)

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

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

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

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

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

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

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

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

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

LABO0225-001 06/01/2017

	Rates	Fringes
LABORER (DEMOLITION/WRECKING)		
GROUP 1.....	\$ 36.00	27.47
GROUP 2.....	\$ 41.40	27.47
GROUP 3.....	\$ 41.40	27.47

EXHIBIT G

LABORER CLASSIFICATIONS

GROUP 1 - Complete Demolition

GROUP 2 - Interior Wrecking and Strip Out Work

GROUP 3 - Asbestos Work with Complete Demolition/Wrecking or
Strip Out Work-----
PAIN0014-001 06/01/2018

	Rates	Fringes
PAINTER (including taper).....	\$ 46.55	27.24

PAIN0027-001 06/01/2018

	Rates	Fringes
GLAZIER.....	\$ 43.85	36.22

PLAS0005-002 07/01/2015

	Rates	Fringes
PLASTERER.....	\$ 42.25	26.65

PLAS0502-001 06/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 45.25	33.48

PLUM0130-001 06/01/2018

	Rates	Fringes
PLUMBER.....	\$ 50.25	30.07

PLUM0597-002 06/01/2018

	Rates	Fringes
PIPEFITTER.....	\$ 48.50	31.44

ROOF0011-001 12/01/2018

	Rates	Fringes
ROOFER.....	\$ 43.65	23.45

SFIL0281-001 01/01/2018

	Rates	Fringes
SPRINKLER FITTER.....	\$ 48.10	27.05

SHEE0073-001 06/08/2018

EXHIBIT G

	Rates	Fringes
Sheet Metal Worker.....	\$ 44.25	37.02

SHEE0073-002 06/08/2018

	Rates	Fringes
Sheet Metal Worker ALUMINUM GUTTER WORK.....	\$ 31.32	37.02

TEAM0731-001 06/01/2017

COOK COUNTY - HEAVY AND HIGHWAY

	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axles.....	\$ 35.60	22.10
4 Axles.....	\$ 35.85	22.10
5 Axles.....	\$ 36.05	22.10
6 Axles.....	\$ 36.25	22.10

FOOTNOTES:

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

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

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

TEAM0731-002 03/01/2012

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

EXHIBIT G

TEAM0786-001 06/01/2017

COOK COUNTY - BUILDING AND RESIDENTIAL

	Rates	Fringes
TRUCK DRIVER		
2 & 3 Axles.....	\$ 39.942	0.25+a
4 Axles.....	\$ 39.75	0.25+a
5 Axles.....	\$ 39.967	0.25+a
6 Axles.....	\$ 40.184	0.25+a

FOOTNOTES:

a. \$719.00 per week.

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

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

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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

EXHIBIT G

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date

for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

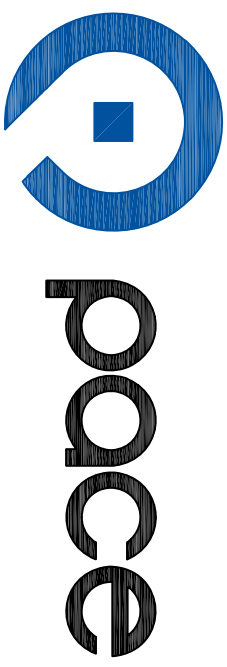
Administrative Review Board

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

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

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END OF GENERAL DECISION

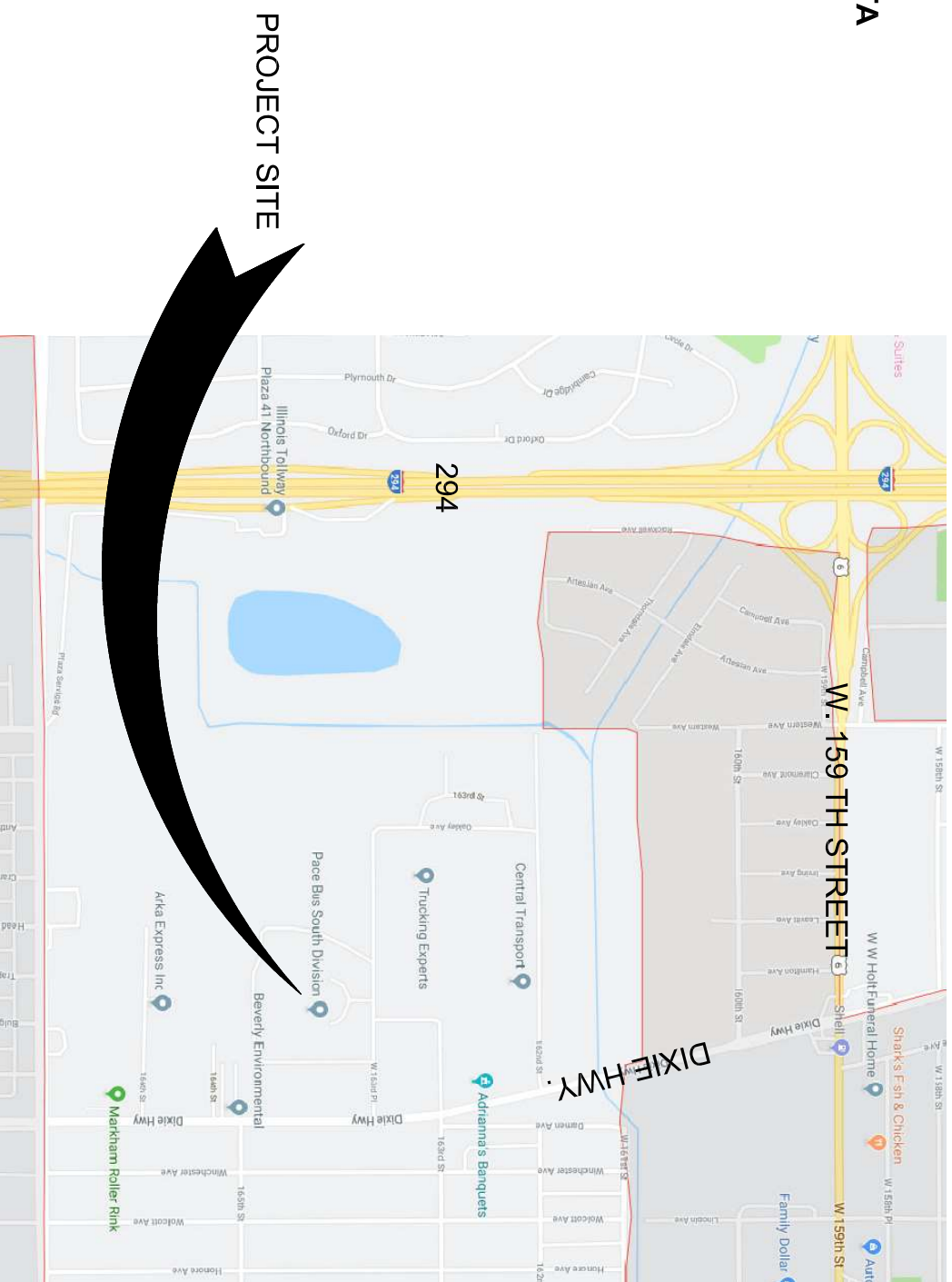


PACE THE SUBURBAN BUS DIVISION OF THE RTA
BOILER GAS SUPPLY RETROFIT
 2101 WEST 163 RD PLACE
 MARKHAM, IL 60428

DRAWING INDEX

- T1 TITLESHEET, DRAWING INDEX
- CW1 CORRECTIVE WORK PLAN
- CW2 NOTES

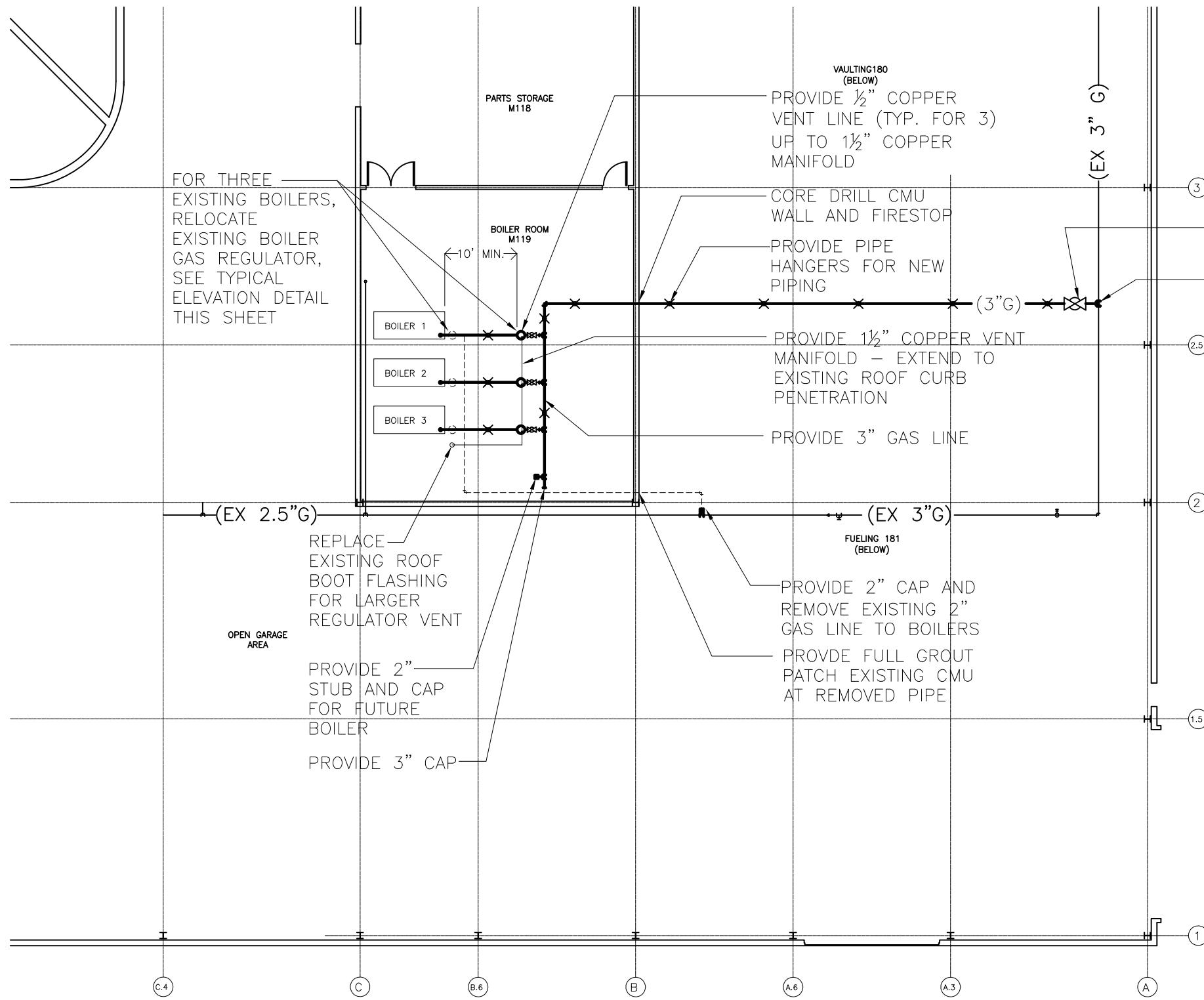
EXHIBIT I



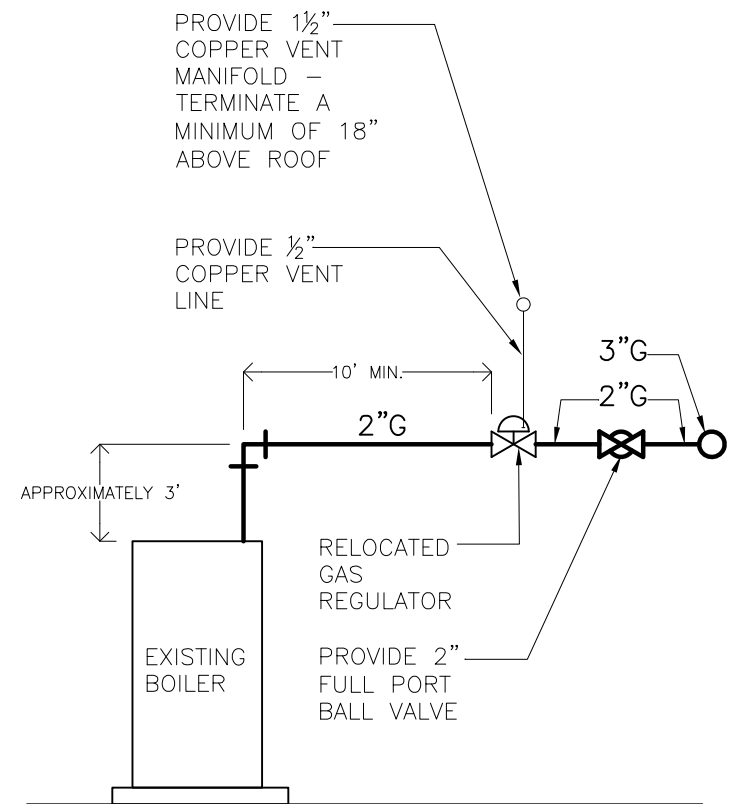
VICINITY MAP
 N.T.S.

ISSUED FOR FINAL DESIGN NOVEMBER 6, 2019

<p>PROJECT:</p> <p style="text-align: center;">PACE SOUTH DIVISION BOILER GAS SUPPLY RETROFIT 2101 WEST 163 RD PLACE MARKHAM, IL 60428</p>	<p>REVISIONS:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">NO.</th> <th style="width: 10%;">DATE</th> <th style="width: 85%;">DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	DATE	DESCRIPTION																																					<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">SHEET TITLE: TITLE SHEET</td> <td style="width: 50%;">pace <small>A Fresh Approach To Public Transportation</small></td> </tr> <tr> <td>PROJECT NUMBER: 419504</td> <td>PACE SUBURBAN BUS SERVICE 550 WEST ALGONQUIN ROAD ARLINGTON HEIGHTS, ILLINOIS 60005</td> </tr> <tr> <td>DATE: November 6, 2019</td> <td>WWW.PACEBUS.COM</td> </tr> <tr> <td>SHEET: T1</td> <td> </td> </tr> </table>	SHEET TITLE: TITLE SHEET	pace <small>A Fresh Approach To Public Transportation</small>	PROJECT NUMBER: 419504	PACE SUBURBAN BUS SERVICE 550 WEST ALGONQUIN ROAD ARLINGTON HEIGHTS, ILLINOIS 60005	DATE: November 6, 2019	WWW.PACEBUS.COM	SHEET: T1	
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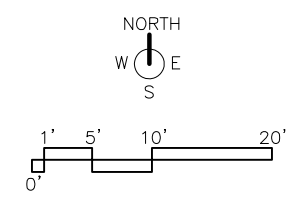
PROVIDE 3" FULL PORT BALL VALVE
 MAKE CONNECTION TO EXISTING 3" GAS PIPE AND PROVIDE NEW 3" GAS PIPE TO BOILER ROOM.
 PERFORM GAS SHUT DOWN / PURGE / TESTING / WORK ON SATURDAY TO MINIMIZE DISRUPTION TO FACILITY.



TYPICAL ELEV. DETAIL
 NO SCALE

BOILER GAS CORRECTIVE WORK PLAN

1" = 16'-0"



PROJECT:
 PACE SOUTH DIVISION
 BOILER GAS SUPPLY RETROFIT
 2101 WEST 163 RD PLACE
 MARKHAM, IL 60428

REVISIONS:

NO.	DATE	DESCRIPTION
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SHEET TITLE:
 CORRECTIVE WORK PLAN

PROJECT NUMBER:
 419504

DATE:
 November 6, 2019

SHEET:
CW1

SCOPE OF WORK

- A. Scope of work shall include all materials, equipment and labor necessary for a complete and properly functioning installation in accordance with 2015 International Mechanical Code with Markham amendments, Local and State Codes, and contract drawings.
- B. Contractor shall visit the site and observe all existing conditions which would affect work under this contract. Contractor shall examine all contract documents for this project and consult them for instructions pertaining to the scope of work.
- C. Contractor is responsible for maintaining at least one boiler operational throughout the duration of the project for 24 x 7 operations, **except during shutdown.**
 - C.1 Gas Shutdown shall not exceed 8.0 hours.**
 - C.2 Contractor to allow 4.0 hours to bleed all air from gas system after shutdown.**
 - C.3 Manufacturers representative technician shall commission boilers.**
- D. Submittals
 - 1. Test Reports: Indicate results of piping system pressure test. Pressure test per NFPA 54.
 - 2. Welders Certificates: Certify welders employed on the Work, verifying AWS qualification within previous 12 months.
 - 3. Product Data: Pipe, valves, hangers, labels and firestopping materials.

NATURAL-GAS PIPING

- A. Standards
 - 1. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
 - 2. ASTM A234/A234M - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service.
 - 3. NFPA 54 - National Fuel Gas Code.
- B. Products
 - 1. Steel Pipe: ASTM A53/A53M Schedule 40 black. Fittings: ASME B16.3, malleable iron, or ASTM A234/A234M forged steel welding type. Unions: 2 inches and Smaller: Ferrous Piping: Class 150, malleable iron, threaded. Joints: Welded for 2-1/2" or greater, screwed for 2" or less.
 - 2. Valve Manufacturers: Crane Valve, North America, Milwaukee Valve Company, NIBCO, Inc., or equal. 1-1/4 inch to 2 inch: Class 125, two-part, full port, threaded ends, bronze body, chrome plated bronze ball, reinforced Teflon seats, blow-out proof stem, lever handle, UL 842 listed for flammable liquids and LPG. 2-1/2" inch: Class 125, two-part, full port, flanged ends, bronze body, chrome plated bronze ball, reinforced Teflon seats, blow-out proof stem, lever handle, UL 842 listed for flammable liquids and LPG.
- C. Preparation/Installation
 - 1. Remove scale and dirt, on inside and outside, before assembly.
 - 2. Provide non-conducting dielectric connections wherever jointing dissimilar metals.
 - 3. Route piping in orderly manner and maintain gradient.
 - 4. Sleeve pipe passing through walls.
 - 5. Minimum Vent Size: Connection size at regulator vent connection.

- 6. Regulator vents manifolded together with piping sized for future boiler. See plan for pipe manifold size.
- 7. Install valves with stems upright or horizontal, not inverted.
- 8. Provide flanges, unions, or couplings at locations requiring servicing. Use unions, flanges, or couplings downstream of valves and at equipment connections. Do not use direct welded or threaded connections to valves.

D. Field Quality Control

- 1. Where new branch piping is extended from existing system, pressure test new branch piping only. Leak test joint between new and existing piping with noncorrosive leak detection fluid or other approved method.
- 2. When pressure tests do not meet specified requirements, remove defective work, replace and retest.
- 3. Immediately after gas is applied to a new system, or a system has been restored after gas service interruption, check pipe for leakage.
- 4. Where leakage is detected, shut off gas supply until necessary repairs are complete.
- 5. Do not place boilers in service until leak testing and repairs are complete.

HANGERS AND SUPPORTS FOR PIPING AND FIRESTOPPING

- A. Standards
 - 1. ASTM F708 - Standard Practice for Design and Installation of Rigid Pipe Hangers.
- B. System Description
 - 1. Firestopping (Through-Penetration Protection System): Sealing or stuffing material or assembly placed in spaces between and penetrations through building materials to arrest movement of fire, smoke, heat, and hot gases through 2.0-hour fire rated construction.
- C. Products
 - 1. Pipe hanger and supports manufacturers: Carpenter & Paterson Inc., Flex-Weld, Inc., Globe Pipe Hanger Products Inc., or equal.
 - 2. Conform to ASME B31.9; ASTM F708.
 - 3. Hangers for Pipe Sizes 2 inches and Larger: Carbon steel, adjustable, clevis.
 - 4. Wall Support for Pipe Sizes 3 inches and Smaller: Cast iron hook.
 - 5. Copper Pipe Support: Copper-plated, carbon-steel adjustable, ring
 - 6. Hanger Rods: Mild steel threaded both ends, threaded on one end, or continuous threaded.
 - 7. Sleeves for Pipes through Non-fire Rated Beams, Walls, Footings, and Potentially Wet Floors: Steel pipe or 18 gage thick galvanized steel.
 - 8. Sealant: Acrylic
 - 9. Formed steel channel manufacturers: Allied Tube & Conduit Corp., B-Line Systems or equal. Product Description: Galvanized 12 gage thick steel. With holes 1-1/2 inches on center.
 - 10. Firestopping manufacturers: Dow Corning Corp., Hilti Corp., 3M fire Protection Products, or equal. Product Description: Different types of products by multiple manufacturers are acceptable as required to meet

specified system description and performance requirements.

D. Preparation/Installation

- Firestopping:
- 1. Verify opening are ready to receive sleeves and firestopping.
 - 2. Follow manufacturers installation recommendations.

Pipe Hangers and Supports

- 1. Install in accordance with ASME B31.1; ASME B31.5; ASME 31.9; ASTM F708.
- 2. Support horizontal piping per ASME standard requirements.
- 3. Install hangers with minimum 1/2-inch space between finished covering and adjacent work.
- 4. Place hangers within 12 inches of each horizontal elbow.
- 5. Use hangers with 1-1/2 inch minimum vertical adjustment.
- 6. Provide copper plated hangers and supports for copper piping
- 7. Design hangers for pipe movement without disengagement of supported pipe.

IDENTIFICATION FOR GAS PIPING

- A. Standards
 - 1. ASME A13.1 - Scheme for the Identification of Piping Systems.
- B. Products
 - 1. Pipe Label manufacturers: Craftmark Identification Systems, WH Brady Co. Signmark Div., Seton Identification Products or equal.
 - 2. Product Description: Vinyl, size 1.9 x 0.75 inches, adhesive backed with printed identification.
- C. Preparation/Installation
 - 1. Degrease and clean surfaces to receive adhesive for identification materials.
 - 2. Install identifying labels after completion of cleaning and painting.
 - 3. Install plastic nameplates with corrosive-resistant mechanical fasteners, or adhesive.
 - 4. Install labels with sufficient adhesive for permanent adhesion.
 - 5. Identify valves in main and branch piping with tags.
 - 6. Identify piping, concealed or exposed, with plastic pipe markers. Use tags on piping 3/4 inch diameter and smaller. Identify service and flow direction. Install in clear view and align with axis of piping. Locate identification not to exceed 20 feet on straight runs including risers and drops, adjacent to each valve and tee, at each side of penetration of structure or enclosure, and at each obstruction.



PROJECT:
 PACE SOUTH DIVISION
 BOILER GAS SUPPLY RETROFIT
 2101 WEST 163 RD PLACE
 MARKHAM, IL 60428

REVISIONS:

NO.	DATE	DESCRIPTION
1	4/9/20	Addendum No. 3

SHEET TITLE:
 NOTES

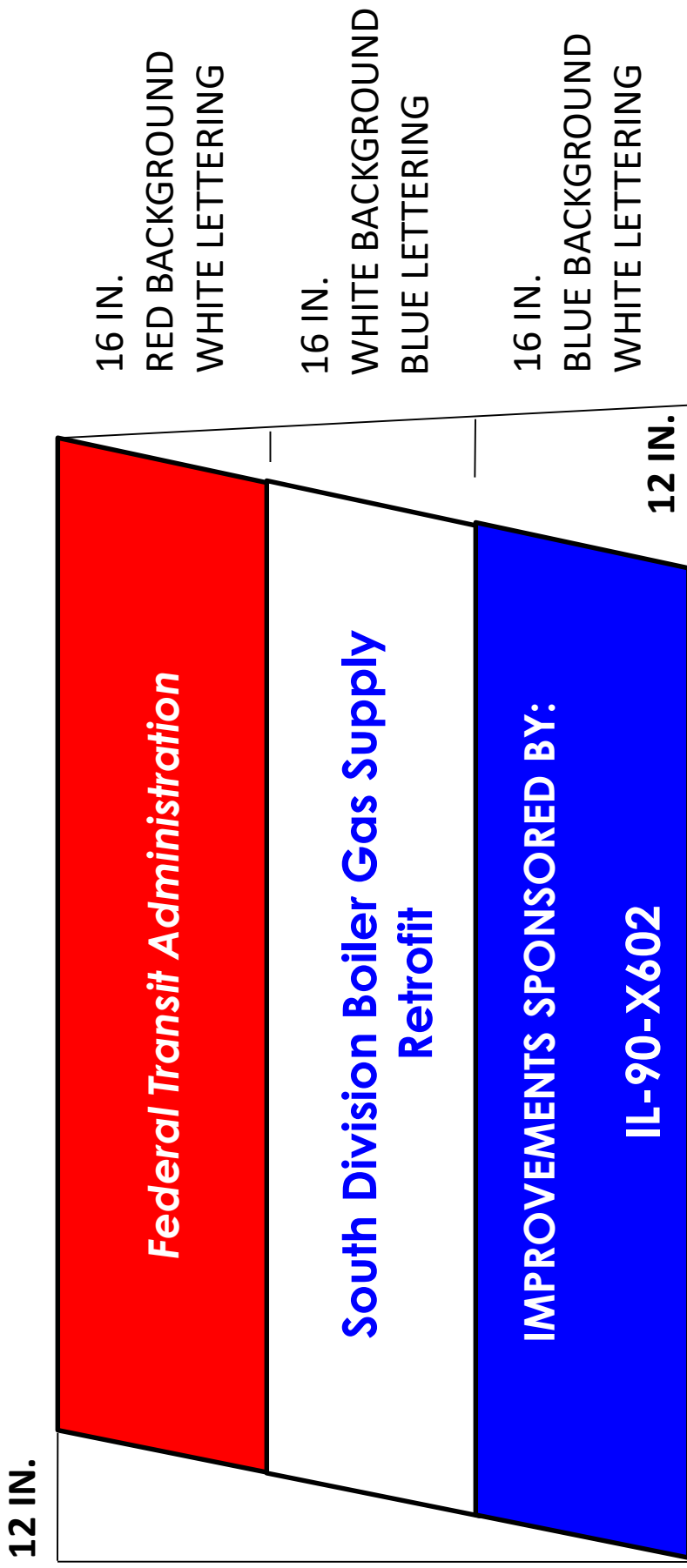
PROJECT NUMBER:
 419504

DATE:
 November 6, 2019

SHEET:
 CW2

**Specification for Project Sign
8 FT. X 4 FT. OVERALLn**

**IFB No. 419504
Exhibit J**



Lettering:

**Futura Bold Italic – Top, Futura Bold – Center, Futura Demi-Bold - Bottom
See Contract Exhibit E for Sign Installation and Other Requirements**