

**REQUEST FOR PROPOSALS**  
**FOR**  
**CONSTRUCTION MANAGEMENT SERVICES**

**PROJECT # 11-23**

**ERIE METROPOLITAN TRANSIT AUTHORITY**  
**127 East 14<sup>th</sup> Street**  
**Erie, PA 16503**

CONTENTS

<u>SECTION</u>	<u>Page</u>
Advertisement for RFP	2
I. General Contract Information	3
II. General Project Information	3 - 4
III. General Conditions	4 - 6
IV. Proposal Requirements	6 - 8
V. Evaluation and Selection	8 - 9
VI. Approval and Award	9
VII. Evaluation Criteria	9 - 10
VIII. Scope of Work	10 - 17
Attachment A	18 – 28
Non-Collusion Statement	Certificate 1
Non- Collusion Disclosure	Certificate 2
Commonwealth Non-Discrimination Clause	Certificate 3
Lobbying Certificate	Certificate 4
Disadvantaged Business Enterprise Certification	Certificate 6-1
Affidavit of Disadvantaged Business Enterprise	Certificate 6-2
Certification of Lower-Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion	Certificate 6
Contractor Integrity	Certificate 7
Exhibit A – Contract	29 - 37

**REQUEST FOR PROPOSALS  
CONSTRUCTION MANAGEMENT SERVICES**

Notice is hereby given that the Erie Metropolitan Transit Authority is seeking sealed proposals for construction management and related services in support of the completion of Phase II - Transit Center in the City of Erie. An original and one (1) electronic proposal shall be received no later than 12:00 p.m., prevailing time, Monday, December 11, 2023 and should be addressed to: Dani Duran, Grants/Planning Manager, Erie Metropolitan Transit Authority, 127 East 14<sup>th</sup> street Erie, PA 16503; dduran@ride-the-e.com.

All proposals and contracts are subject to all applicable state and federal laws and to a financial assistance contract between the Erie Metropolitan Transit Authority and Erie County, the Pennsylvania Department of Transportation, and the Federal Transit Administration.

Contractors will be required to comply with all applicable Non-Discrimination, Non-Collusion, Lobbying, Debarment and Contractor Integrity laws and regulations.

EMTA solicits and encourages disadvantaged business enterprise participation. DBE's shall be afforded full consideration of their response and will not be subject to discrimination.

EMTA reserves the right to postpone, to accept or reject any and all proposals, in whole or in part, or to waive any and all informalities, as it deems to be in its best interest.

To receive a copy of the proposal documents, or for more information, contact Dani Duran, Grants/Planning Manager, at (814) 454-4012 ext. 129 or dduran@ride-the-e.com.

**ERIE METROPOLITAN TRANSIT AUTHORITY  
CONSTRUCTION MANAGEMENT SERVICES  
REQUEST FOR PROPOSAL  
(Project 11-23)**

**I. GENERAL CONTRACT INFORMATION**

- A.** The Erie Metropolitan Transit Authority (EMTA) is seeking proposals from firms to provide construction management services during the completion of Phase II - Transit Center. This request for proposals also requests the consultant to provide a constructability review and a cost estimate based on the bidding documents. Oversight shall include day to day construction oversight for contractors under the Separations Act.
- B.** EMTA reserves the right to reject any and all proposals, in whole or in part, and to contract with appropriate firms in accordance with the qualifications-based competitive proposal procedures (i.e. Brooks Act procedures) as defined in 40 U.S.C. ¶1541 and 49 U.S.C. ¶15325(d) and as deemed in the best interests of EMTA. Contract award is subject to the availability of funds and the firm's agreement to EMTA's terms and conditions. EMTA will not reimburse proposers for expenses incurred in responding to this RFP.
- C.** All proposers are notified that EMTA reserves the right to delete or modify any task from the firm's Scope of Services at any time during the course of the contract. EMTA also reserves the right to approve all subcontractors.

**II. GENERAL PROJECT INFORMATION**

**A. Project Overview**

- 1.** The Erie Metropolitan Transit Authority (EMTA) provides public transportation in the City of Erie and County of Erie, Pennsylvania. The Erie Metropolitan Transit Authority was originally formed in 1966 by the City of Erie and Erie County under the Municipal Authorities Act of 1945. EMTA has been governed by a board of directors who are appointed by the City and County.
- 2.** EMTA completed the first phase of the Joint Facility Project in summer of 2015, located at 1402 Parade Street, Erie, PA 16503. This facility houses the maintenance department, along with paratransit operations and bus storage.

EMTA's main operations/administration facility located at 127 East 14<sup>th</sup> street, Erie, PA was completed in March 2019. Attached to this facility is a 300-space public parking garage with a transit center and unfinished tenant space on the ground floor. EMTA has selected CDM Architects for this project and the estimated construction cost is \$5

Million.

3. The scope of work outlined in Section VIII provides for a consultant to provide construction management services during finishing construction of the Phase II– Transit Center.

### III. GENERAL CONDITIONS

- A. **CONTRACT TERM:** The Contract will commence with execution of contract documents and end at the time all Contract Tasks are completed or as otherwise agreed to by the parties.
- B. **EXECUTION OF CONTRACT AGREEMENT:** The consultant(s), whose proposal is accepted, shall be required, within ten (10) days after receipt of notice of award of the Contract, to deliver to EMTA the Contract Agreement in the form provided, duly executed and its execution duly proved. A sample of the Contract to be executed by the successful proposer is included with this request for proposal as Exhibit A.
- C. **PRICE:** The price proposal shall include all services to be performed. The Authority is exempt from payment of the Federal Excise, Transportation Tax and PA Sales tax.
- D. **LATE PROPOSALS:** No late proposals will be accepted or considered. EMTA will not be responsible for late postal delivery service nor will postmark dates be considered in honoring proposals. Late proposals will be returned unopened and unread.
- E. **QUESTIONS AND REQUESTS:** Any questions concerning the RFP may be directed to:
 

Dani Duran  
Grants/Planning Manager  
Erie Metropolitan Transit Authority  
127 East 14<sup>th</sup> Street  
Erie, PA 16503  
O – (814) 454-4012 ext. 129  
E-mail: dduran@ride-the-e.com
- F. **ADDENDA:** Any interpretations of this RFP and any supplemental instructions will be in the form of a written Addendum which will be forwarded to all prospective firms on record no later than seven (7) days prior to the date fixed for the opening of proposals. No interpretation of the meaning of the specifications or other contract documents will be made to the proposer orally. Every request for such interpretation shall be in writing and addressed to EMTA at the address listed above. Such request, to be given consideration, must be received at least ten (10) days prior to the proposal opening date. All addenda shall become part of the contract documents and must be included in the proposed prices.

- G. ADDITIONAL CLAIMS:** Successful Contractors shall make no claims and EMTA shall not be liable for additional payment or any other concession because of the Proposer's misinterpretation or misunderstanding of the Contract, or failure to fully acquaint itself with any conditions relating thereto.
- H. PROPOSALS COSTS AND CANCELLATION:** EMTA reserves the right to cancel the award of a contract before execution if EMTA deems such cancellation to be in its best interest. In no event will EMTA have any liability for cancellation of such award. The proposer assumes sole risk and responsibility for expenses prior to execution of a contract.
- I. DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION:** EMTA has established a DBE program in accordance with regulations of the U.S. Department of Transportation (DOT) 49 CFR Part 26. It is the policy of EMTA to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in contracting and procurement activities of EMTA, including all DOT-assisted contracts. EMTA's policy regarding "Disadvantaged Business Enterprise Participation" is provided in a statement dated August 30, 1999. Attachment A, Paragraph #8, provides additional information and instructions on DBE participation.

EMTA solicits and encourages disadvantaged business enterprise participation through prime contracting opportunities and encourages prime contractors to consider and use disadvantaged business enterprises as subconsultants or subcontractors. For this contract, a percentage goal has not been established for the participation of DBE firms. A proposer shall identify in its proposal any DBE being used to provide the proposed services.

Proposers may use the Pennsylvania Unified Certification Program (PA UCP) web-based directory to locate DBEs certified by the PA UCP. Firms can be found on the PA UCP website, [www.paucp.com](http://www.paucp.com), by their NAICS code. In addition, firms can be located within the PA UCP website by name and type of work performed. The PA UCP certifies DBE applicants for recipients of federal transit funds in Pennsylvania. EMTA will use federal transit funds to fund the cost of this contract.

As provided for under 49 CFR Part 26.11 and EMTA's DBE Program finalized in August 1999, EMTA requests proposers to report the names and addresses of all firms who quote to them on subcontracts and firms quoting directly on subcontracts to report their name and address directly to EMTA.

- J. PROMPT PAYMENT:** The Contractor agrees to pay each subcontractor, if applicable, under this prime contract for the satisfactory performance of its contract no later than twenty (20) days from the receipt of each payment the Contractor receives from EMTA. The Contractor agrees further to return retainage payments to each subcontractor within twenty (20) days after the subcontractor's work is satisfactorily completed. EMTA shall be notified of any delay or postponement of payment from the above referenced time frame and such notification shall set forth, with appropriate documentation, the full details of the reasons upon which the Contractor based its actions. Any delay or postponement of payment from the above

referenced time frame may occur only for good cause. EMTA shall not be obligated to make a progress payment or final payment to a Contractor who has failed to make payments promptly to its subcontractors, for which EMTA has made payment, without good cause. This clause applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subcontractors.

- K. **INSURANCE:** Proposer and its subcontractor(s)/subconsultant(s) shall be required to provide at their own cost and expense Workers' Compensation Insurance complying with the requirements of the statutes of the jurisdiction(s) in which work will be performed; General Liability Insurance with the limits of liability of not less than \$3 million general aggregate, \$1 million per occurrence for bodily injury, personal injury and property damage; Automobile Liability Insurance with the limits of liability of not less than \$1 million per occurrence, combined single limit, for bodily injury and property damage liability; and Professional Liability Insurance with a \$1,000,000 combined single limit on a claims made basis. If the Professional Liability Insurance policy is written on a claims made basis, the policy shall be maintained by the Contractor for one (1) year after completion of its services.
- L. **PROTEST PROCEDURES:** EMTA has in place Protest Procedures that are in compliance with FTA Circular 4220.1F. The "Protest and Appeal Procedures" are described in Attachment A, "FTA and Commonwealth of Pennsylvania Third Party Contract Provisions".

#### **IV. PROPOSAL REQUIREMENTS**

- A. An original and one (1) electronic copy of the proposal shall be received no later than 12:00 p.m., prevailing time, Friday, December 11, 2023 and should be addressed to:

Dani Duran, Grants/Planning Manager  
 Erie Metropolitan Transit Authority  
 127 East 14<sup>th</sup> Street  
 Erie, PA 16503

- B. Once submitted, proposals become the property of EMTA and will not be returned, regardless of the disposition of this RFP. Proposals shall be considered valid for the period of time it takes to negotiate an agreement and execute a contract with the successful firm. This period will not exceed two (2) months.
- C. The proposal shall consist of two (2) separate sections. The first section shall consist of the Technical Proposal and all Attachments and enclosures required below. The second section shall consist of the Price Proposal. Each section of the package must be individually sealed. The two (2) sections may be packaged together in one sealed envelope or container and that container must be clearly labeled "PROPOSAL FOR CONSTRUCTION MANAGEMENT SERVICES-Completion of Phase II Transit Center".

**D.** The technical proposal shall include the following elements:

1. A description of the firm, including history and ability to provide the services, statement of fiscal capacity to complete the project and its specific experience with similar organizations.
2. Written summary of the project. This description must include a complete overview and understanding of EMTA's project needs. The proposal should include, but not be limited to:
  - a. Cover Letter
  - b. Project Understanding
  - c. Approach Used in Addressing EMTA's Needs for this project, including an identification and discussion of the tasks to be performed.
  - d. Management Plan
  - e. Plan of Project Execution, including a schedule
  - f. Breakdown of estimated manhours by position classification for each task of the work and linked to the schedule. The manhour estimate shall be presented by project element (Note: specific salaries and fees shall not be provided in this breakdown included in the Technical Proposal. Salaries and fees are included in the Price Proposal.)
  - g. All fully completed certificates attached to this RFP
3. A list of ALL current and past contracts within the past three (3) years involving similar projects. This list must be complete. The list of past and present contracts shall include the name of the entity, the type of service provided by the proposer, address of entity, the contact person at the entity and the size of the service.
4. Qualifications, to include resumes, of key personnel who will be involved in the project and of subcontractors to be involved including all DBE subcontractors, who shall be clearly identified.
5. THE PRICE PROPOSAL SHALL BE SUBMITTED IN ACCORDANCE WITH SECTION IV.C.) and include the information discussed below:
  - a. Proposer shall submit detailed costs in a task by task format. The price proposal shall show the projected hours devoted by various personnel involved in the project, direct labor expense, salary related overhead, general and administrative overhead, a projection of reimbursable direct costs and expenses and the assumptions used in developing the price proposal. The Proposer shall also provide the actual salary rates of key personnel involved in the work and salary ranges for charges for labor performed by other than key personnel.

- b. The Proposer shall include a detailed breakdown of its current or most recently audited overhead rate(s). EMTA may request the Proposer to provide documentation of the audited overhead rate.
  - c. EMTA reserves the right to delete tasks items as deemed in the best interest of EMTA. In the event one task item is not selected, it shall not change the cost of other proposed task items.
  - d. The price proposal should also clearly show the level of participation of each subcontractor(s)/subconsultant(s) including DBE subcontractors to be involved in the project. Each subcontractor(s)/subconsultant(s) shall also provide the price information requested above.
6. The proposer shall review Attachment A, "FTA and Commonwealth of Pennsylvania Third Party Contract Provisions," and include the following certificates as signed by the proposer in its proposal:
- a. Non-Collusion Statement - Certificate 1
  - b. Non-Collusion Disclosure – Certificate 2
  - c. Commonwealth Non-Discrimination Clause - Certificate 3
  - d. Contractor Integrity – Certificate 4
  - e. Lobbying Certificate – Certificate 5
  - f. Disadvantaged Business Enterprise Certification - Certificate 6-1
  - g. Affidavit of Disadvantaged Business Enterprise - Certificate 6-2
  - h. Certification of Lower-Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion –Certificate 7
  - i. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment - Certificate 8

Failure to submit all certificates shall consider the proposer as not responsive.

(Note: Certificates 1 and 5-2 were not used.)

## **V. EVALUATION AND SELECTION**

- A.** Proposals are due to EMTA on or before the time stated in this RFP. They are to be delivered to the address specified and must contain all copies as prescribed. Failure to submit any required certification could result in the proposal being rejected.
- B.** Thorough, detailed and concise answers to all sections of the RFP are required. EMTA is concerned about the quality, not the quantity of responses. Please read the RFP carefully and address each section completely.

- C. Written proposals will be evaluated by a Technical Evaluation Committee (TEC) comprised of EMTA Board members and staff on the basis of evaluation criteria found in Section VII.
- D. Based on scores and rankings of the TEC, firms may be selected to give oral presentations.
- E. If necessary, interviews will be conducted at EMTA's Administration building, 127 East 14<sup>th</sup> Street, Erie, PA 16503. Interviews will be evaluated on the basis of the criteria shown below in addition to the quality of presentations and responses to questions from the interviewers.
- F. If suitable proposals are received, negotiations with the highest technically ranked firm, in accordance with the qualifications-based competitive proposal procedures (i.e. Brooks Act procedures) as defined in 40 U.S.C. ¶541 and 49 U.S.C. ¶5325(d), will be pursued in order to lead to the award of the Contract. In the event EMTA does not reach an agreement with the highest technically ranked firm, negotiations will be initiated with the second ranked firm and will continue with the next highest ranked firm, should that become necessary, until a contract can be negotiated. EMTA considers all elements of the firm's proposal to be negotiable.
- G. EMTA reserves the right to accept or reject any or all proposals in whole or in part, or to waive any and all informalities, as it deems appropriate to serve the best interests of EMTA.

**VI. APPROVAL AND AWARD**

- A. Once negotiations have been completed, the award of a contract to the most responsible proposer, whose proposal is deemed to be in the best interests of EMTA, will be recommended to the EMTA Board. Upon approval of award, EMTA will enter into a contract. All proposers will be notified in writing of the results.

**VII. EVALUATION CRITERIA**

**A. Project Understanding (20 Points)**

- 1. This criterion refers to the proposer's understanding of EMTA's needs that generated the RFP, of EMTA's objectives and of the nature and scope of the work involved.

**B. Proposer Qualifications (20 Points)**

- 1. This criterion refers to the description provided of the proposer's past experience. The discussion of past similar contracts should be detailed and specific.

2. The proposer shall also discuss the qualifications of the firm to engage in a contract such as this. Beyond service history, such items as the structure of the corporation, the availability of corporate support and the financial viability of the firm shall be discussed in the proposal.
3. The list of references must include a list of ALL customers within the past three years involving the provision of similar services. The past performance of the firm in providing the requested services will be considered.
4. Contractors shall identify any subcontractors to perform work under this project. Disadvantaged Business Enterprise (DBE) subcontractors should be clearly identified in the narrative portion of the proposal with the level of participation shown only in the separate cost proposal.

**C. Personnel Qualifications (20 Points)**

1. This criterion refers to the competence of professional personnel who will be assigned to the project by the contractor. Qualifications of professional personnel will be measured by experience and education, with particular reference to experience on similar projects as that described in the RFP.

**D. Technical Approach (20 Points)**

1. The emphasis of the review is on the techniques used in the execution of the project and in describing the services to be provided. Of equal importance is whether the approach is completely responsive to all written specifications and requirements contained in this RFP and if it appears to meet EMTA objectives.

**E. Ability to Deliver Services (20 Points)**

1. Emphasis here is on the ability and capacity to deliver quality services within the projected schedule that meet the requirements of EMTA. Project organization and staffing and the manhour estimate will be considered. **Estimated manhours shall be included separately for each project element and included in the technical proposal section for evaluation.**

**VIII. SCOPE OF WORK**

For the purpose of the following Scope of Services, the term "CM" shall be understood to mean the Proposer awarded the Contract for the Construction Management Services. Further, for the specific purposes of this Scope of Services, the terms "PC" or "Prime Contractor" shall be understood to mean the business entity or its subcontractors performing the actual construction of the Project.

The Scope of Services identifies the desired services to be provided and identifies the principal work tasks and schedule to be performed by the CM. The Proposer's Work Plan for each element of the scope of work should clearly state the task objectives and all activities, methodologies, collaboration with the design professional and the Owner and reviews for each task. All Work Plan activities and the CM's project schedule should identify all anticipated documents and deliverables that will be produced by the CM.

The CM shall follow the guidelines and procedure's set forth in FTA's "Project and Construction Management Guidelines", 2016 and "Quality Assurance and Quality Control Guidelines". (The referenced documents can be found on the Reports and Publications section of FTA's Website, [www.fta.dot.gov](http://www.fta.dot.gov).)

The CM shall coordinate with the EMTA to develop the Contract and Bid Documents included as part of the project manual, typically referred to as Division 0, provide Bid Period Services, Award Period Services, Construction Staging Area and Access Coordination, Construction Inspection Services, Field Engineering Services, Project Scheduling and Construction Coordination Services, Construction Safety Monitoring Services, Community Coordination Services, Contract Closeout, Claim Support Services, and Project Management/Administrative Services for the completion of the Interior Design Fit-Out. Engineering and Architectural Design Support Services will be provided by CDM Smith. CDM Smith is under contract to review contractor submittals, including product data, shop drawings and samples, respond to contractors' requests for information (RFIs), review payment applications, attend regular and pre-installation job conferences and perform Substantial Completion and Final Completion reviews. The CM shall coordinate the resolution of any design issues with CDM Smith as the EMTA may direct.

The General Construction PC will be required to establish and maintain a separate temporary, fully equipped field construction office for itself and for the use of the other prime construction contractors, the HVAC Contractor, the Plumbing Contractor and Electrical Contractor. Office space for the CM will be provided on the EMTA property

The CM or any entity related to or associated with the CM shall not be permitted to bid on or self-perform any construction services required to complete the project. The CM must comply with all state regulatory requirements for municipal services. The CM must comply with all codes and ordinances of the City of Erie.

The desired Scope of Services to be provided includes, but is not limited to, the following:

**Bid Period Services**

Perform the following services:

- a) Participate in pre-bid meetings.
- b) Coordinate with the GAEC for the issuance of bid addenda during the bid phase.
- c) Prepare a final verification of the GAEC's Estimate of Probable Construction Cost that incorporates all bid addenda for the prime construction contracts.

**Award Period Services**

Perform as an extension of staff for the EMTA to perform the following services:

- a) Plan and conduct pre-award evaluation and pre-construction meetings.
- b) Prepare agenda and minutes for all meetings.
- c) Issue requests, receive and review qualifications of low bidders and provide CM's recommendation for award of contracts based on the requirements of the Bid Packages within seven (7) days after receipt of the required documentation from Bidders.

**Construction Management and Inspection Services**

- a) Provide a suitably qualified Resident Construction Manager, responsible for all work under this Section. The Resident Construction Manager shall function as the EMTA's site representative proactively managing and compelling all PC's compliance and performance to execute the scope of all Contract Documents. The Resident Construction Manager shall coordinate its observations with the EMTA's design team for interpretations of Construction Documents.
- b) Provide construction inspectors for inspection of all construction activities who are qualified in those areas of construction to assist the Resident Construction Manager in monitoring progress and quality of work of the Prime Contractors.
- c) Implement with each PC an effective schedule of values for accurate progress payment and quality control, plus schedule management.
- d) Provide a cost and budget update, along with a forecast to completion, for the Project, with recommendation on adjustments necessary, every thirty (30) days.
- e) The CM, in collaboration with the Designer, shall provide interpretation of the Contract Documents as needed to ensure that the EMTA's interests are appropriately protected.
- f) Implement and actively manage an effective Submittal receipt and review process, including a numbering and tracking program based on the CSI specification numbering system in the contract documents. Review contractor submittals for compliance with Part 1 of each technical specifications section prior to forwarding submittals to the Designer. Compel the contractors to provide submittals compliant with Part 1 of the technical specifications.
- g) Implement and actively manage an effective RFI (Request for Information) process among all Prime Contractors, the CM, the EMTA and the Designer. Track and maintain a list of all issues and problems that arise together with a schedule and action plan for timely resolution. Verify that the distribution of RFI responses is made to all Prime Contractors to ensure the proper coordination of the construction work.

- h) Inspect materials to be incorporated in the Project for compliance with the Contract Documents. Provide on-site and off-site inspection as required.
- i) Review construction methods employed by each contractor for compliance with the Contract Documents when construction methods are specified.
- j) Review and approve the contractor's material testing program for compliance with the Contract Documents in conjunction with the Designer. Monitor and provide supplementary testing as requested. On-site and off-site monitoring to be provided as required.
- k) Initiate, with the coordination and collaboration of the Designer, subject to EMTA review and approval, field changes to construction as required and provide a cost estimate and/or price analysis and an evaluation of schedule impacts and time of completion adjustments prior to initiating such changes.
- l) Review pending changes initiated during construction and provide written change order recommendations for consideration and execution by the EMTA, with appropriate backup data including record of negotiations with the contractor.
- m) Prepare cost estimates and Cost and Price Analysis necessary for change orders during construction. If drawing revisions are required, secure appropriate revisions from the Designer. If changes to the Specifications language are required, secure the appropriate revised text from the Designer. Provide a technical, cost, and schedule evaluation of all contractor and Owner-initiated value engineering proposals in support of a final recommendation to the EMTA. Analyze the potential affect acceptance of any change to one construction contract may have upon the work required in the other construction contracts. .Review each Value Engineering Proposal with the Designer and incorporate its comments in any recommendations to the EMTA.
- n) Conduct job progress meetings bi-weekly and conduct other meetings as required by the technical specifications or job conditions.
- o) Review each PC's Request for Payment in collaboration with the Designer to verify work completed and verify that all administrative and other submittals that are required for processing of payment applications have been received. Provide recommendation for payment within seven (7) days after receipt of corrected documents from the PC.
- p) Review construction activity, cost and budget summaries, schedule compliance, change order status, project issues and corrective actions, and DBE participation.
- q) Coordinate the Substantial Completion and Final Completion reviews of the construction with the Designer and distribute punch lists to each PC based on the requirements of the Contract Documents. Conduct inspections on all works that will be covered from view prior to contractor advancing construction of such works. Schedule such inspections so as not to create delays in the advancement of contractor's work activities.

- r) In coordination with the Designer, review and comment on PC draft and final submittals of operation and maintenance manuals within fourteen (14) days after receipt from the CF. A log of these activities shall be maintained.
- s) Verify as-built construction for compliance with the Contract Documents. Monitor and verify, by utilizing CM's set of concurrently annotated design drawings, all PCs' maintenance of as-built drawings and coordinate the production of Record Documents with the Designer.
- t) Prepare and maintain a Resident Construction Manager's Daily Diary and Daily Inspector's Reports to document all field activities under the Project.

### **Design Support Services**

Engineering and Architectural Design Support Services will be provided by CDM Smith. The CM shall coordinate the resolution of any design issues with CDM Smith as the EMTA may direct and as per the contractual obligations that CDM Smith has with the EMTA.

- a) Implement and actively manage an effective Design Support Coordination process among each PC, the CM, the EMTA and the GAEC. Track and maintain a list of all design issues and problems that arise together with a schedule and action plan for timely resolution. Items requiring coordination with the GAEC include, but are not limited to, all PC submittals required to demonstrate compliance with the contract requirements, variances from the Contract Documents or field conditions observed on-site and coordination issues between the PCs that could delay the execution of the construction work.
- b) Coordinate with the GAEC to ensure that the GAEC provides written comments and the GAEC's review disposition on all PC submittals within the time designated in the Specifications. CM shall maintain a log of these activities. CM shall ensure that the final disposition, as indicated by the GAEC, shall distinctly note whether the technical submittal status is Reviewed, Reviewed as Noted, Revise/Resubmit, or Rejected.

### **Project Scheduling and Construction Coordination Services**

- a) Review, comment on, and approve the PC's schedule submittals for compliance with Contract Documents including manpower and cost loading within ten (10) days after receipt from the CF. Exceptions to the PC's submittals must be clearly documented for the record.
- b) Review each PC's monthly schedule updates, including manpower loading and progress reports. Identify any issues or concerns resulting from this review. Document such concerns in writing to the PC, specifically identifying if action is considered to be necessary to correct adverse trends of actual progress versus scheduled progress. Track and monitor the disposition of any noted concerns and PC responses to same.
- c) Coordinate each PCs' schedules monthly with the overall Project Schedule developed by the General Construction Contractor in its capacity as the Coordinating Contractor. Anticipate conflicts and work with the PC to develop means to make changes that can

correct variances.

- d) Assist each PC in scheduling work to coordinate with other PCs, utilities, the EMTA, municipalities and outside agencies.

#### **Construction Safety Monitoring Services**

- a) Secure each PC's safety plan at the Pre-Construction Conference and review the plan for applicability to the PC's work and its conformance with OSHA standards within twenty (20) days of NTP to the PC.
- b) Compel strict compliance with matters of public and worker safety.
- c) Immediately notify the PC with regard to "imminent danger" situations. Timely document all such notifications, and the disposition as a result of such notification.

#### **Community Coordination Services**

- a) Provide the EMTA with technical assistance for Project-related news releases and community meetings.
- b) Address with PCs and community any issues that may arise and develop means to resolve upon review with the EMTA.

#### **Contract Closeout**

- a) Vigorously compel and otherwise expedite all PCs' satisfactory completion of all punch list work.
- b) Develop and maintain a schedule for completion of all closeout activities.
- c) In conjunction with the GAEC, provide recommendation to accept final inspection of the construction contract.
- d) Review, comment on, and coordinate approval by the GAEC of each PC's submittal of closeout documents and provide recommendation to issue Final Payment and Acceptance Certificate to the EMTA within seven (7) days after receipt of the acceptable closeout documents from the PC.

#### **Claim Support Services**

- a) Provide technical support to resolve disputes with the PC and participate in negotiations, mediation, court and/or arbitration cases arising out of the Project.
- b) Prepare analyses of the EMTA and PC claim issues to assess liability, causation and damages of each based on entitlement and CPM scheduling and provide a recommendation as to merit of each claim within thirty (30) days of receipt.
- c) Provide technical support and expert testimony for any legal proceedings arising out of the Project, including the retention of independent experts for support, if required.

- d) Prepare settlement records following resolution of the EMTA and PC claim issues documenting contract background, claim history, negotiations, justification for settlement, causation, and damages.
- e) Provide technical support to resolve injury and property damage claims arising out of Project construction activity.

**Project Management/Administrative Services**

- a) Provide a suitably trained and qualified graduate engineer or architect as a Project Manager with a minimum ten (10) years of appropriate experience, responsible for all work under the Project.
- b) Prepare progress reports of Contract Services showing as-planned and actual progress of work tasks on a monthly basis in a form acceptable to the EMTA. Progress Reports shall evaluate status of Contract Services to date, projections to completion, and anticipated variances from budget. Progress Reports each month shall demonstrate that Contract Services will be provided at or below budgets approved by the EMTA. Progress report shall also include updates on the construction activity, cost and budget summaries, schedule compliance, change order status, project issues and corrective actions, and DBE participation, as applicable.
- c) Prepare and submit invoices for Contract Services monthly for reimbursable costs, overhead, and fixed fee incurred for such period, including appropriate support documentation. Such invoices shall be in a form acceptable to the EMTA.
- d) Provide management of all subcontracts required for the execution of the CM work including, but not limited to, selection, preparation of agreements and administration.
- e) Maintain Project File including, but not limited to, all correspondence, reports, schedules, PC submittals, permits, original Contract Documents, addenda, change orders, field orders and daily log books in accordance with the EMTA's filing system and procedures. All Project File documents shall be turned over to the EMTA upon Project completion.
- f) The CM shall perform the services required to satisfactorily develop a Project Management Plan ("PMP") in accordance with FTA's "Project and Construction Management Guidelines (2003 Update)". The PMP will define and describe the CM's management plan and the overall plan for the Project Management Plan, including definition of the Quality Assurance/Quality Control (QA/QC) procedures for the project in accordance with FTA's guidelines. See [www.fta.dot.gov/1465\\_ENG\\_HTML.htm](http://www.fta.dot.gov/1465_ENG_HTML.htm). The delivery of the PMP to the EMTA shall be completed within 30 days of Notice To Proceed.
- g) Upon completion of the Project, or upon demand by the EMTA, all material obtained from the EMTA, in addition to all material developed or obtained from other sources by the CM and its subcontractors will be delivered to the EMTA. This material shall be organized in a form acceptable to the EMTA and include an appropriate explanation of the contents and packaging format. Written project materials shall be

provided in Microsoft Word or Excel and design materials in the latest version of AutoCAD or Revit.

- h) The CM shall monitor and control the Master Schedule throughout the duration of the construction and closeout phases of the Project.

### C. Schedule

The projected schedule for the completion of Phase II fit out provides for the initiation of the bid cycle in November 2023 with an authorization to award and execute contracts projected to occur in February, 2024. Pending the receipt and acceptance of the required documents and certificates from the contractors, a notice to proceed would be issued in January 2024. The Engineer is projecting that construction will take approximately 3.5 months. EMTA currently has the funding for this project.

The projected procurement schedule for the Construction Management Services contract is as follows:

Receipt of Proposals	December 11, 2023 by 12:00 noon prevailing time
Review of Proposals	December 11 – 15, 2023
Recommendation to Negotiate And Award Contract to EMTA Board	December 18 - 2023

**ATTACHMENT A**  
**CERTIFICATE 1**  
**NON-COLLUSION STATEMENT**

AFFIDAVIT OF NON-COLLUSION:

I hereby certify:

1. That I am the bidder (if the bidder is an individual), a partner of the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation, have authority to assign on its behalf (if the bidder is a corporation);

2. That the attached bid or bids have been arrived at by the bidder independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition;

3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and

4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

DATE: \_\_\_\_\_

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

AUTHORIZED REPRESENTATIVE \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

TRADING AND DOING BUSINESS AS (CHECK ONE)

Individual

Partnership

Corporation

(seal)

**CERTIFICATE 2  
NON-COLLUSION DISCLOSURE**

The bidder shall disclose, to the best of his or her knowledge, any member of the Board of Directors or any employee of Erie Metropolitan Transit Authority, or any relative of any such directors or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

NAME	RELATIONSHIP

IF NOT APPLICABLE, STATE "NONE": \_\_\_\_\_

DATE: \_\_\_\_\_

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

AUTHORIZED REPRESENTATIVE NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**CERTIFICATE 3  
COMMONWEALTH NON-DISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

The Contractor agrees:

- a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract, or subcontract, the contractor, a subcontractor, or any person acting on behalf of the contractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates.
- b. The contractor or any subcontractor or any person acting on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed, or color.
- c. The contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- d. The contractor or any subcontractor shall not discriminate by reason of gender, race, creed, or color against any contractor, subcontractor or supplier who is qualified to perform the work to which the contract relates.
- e. The contractor or any subcontractor shall, within the time periods requested by the Commonwealth of Pennsylvania, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the Pennsylvania Department of Transportation and the Bureau of Minority and Women Business Opportunities (BMWBO), for the purpose of ascertaining compliance with provisions of this Non-discrimination/ Sexual Harassment Clause.
- f. The contractor or any subcontractor shall include the provisions of this Nondiscrimination/ Sexual Harassment Clause in every contract or subcontract so that those provisions applicable to contractors or subcontractors will be binding upon each contractor or subcontractor.
- g. The Erie Metropolitan Transit Authority (EMTA) may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Non-discrimination/Sexual Harassment Clause. In addition, the Erie Metropolitan Transit Authority may proceed with debarment or suspension and may place the contractor or subcontractor in the Contractor Responsibility File.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
FIRM NAME

BY:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

**CERTIFICATE 4**  
**CONTRACTOR INTEGRITY**

It is essential that those who seek to contract with the Erie Metropolitan Transit Authority (EMTA) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the EMTA procurement process. In furtherance of this policy, Contractor agrees to the following:

1. Contractor shall maintain the highest standards of integrity during the performance of this agreement and shall take no action in violation of state or federal laws or regulations, or other requirements applicable to the Contractor or that govern contracting with the Commonwealth of Pennsylvania ("Commonwealth") and/or EMTA.
2. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any EMTA or Commonwealth employee to breach the standards of ethical conduct for employees or to breach any other state or federal law or regulation.
3. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a EMTA or Commonwealth official or employee or to any other person at the direction or request of any Transit or Commonwealth official or employee.
4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a EMTA or Commonwealth official or employee, the acceptance of which would violate the applicable code of conduct or any statute, regulation, statement of policy, management directive or any other published standard of EMTA or the Commonwealth.
5. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any official or employee of EMTA or the Commonwealth.
6. Contractor, its affiliates, agents, employees or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
7. Contractor shall not have financial interest in any other contractor, subcontractor or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to EMTA in writing at the time of bid or proposal submission and EMTA consents to the Contractor's financial interest prior to EMTA execution of the contract.
8. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract, or secured by Contractor from a third party in connection with the performance of this contract, without the prior approval of EMTA, except as required by the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104; necessary for purposes of Contractor's internal assessment and review; or otherwise required by law.
9. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of ,charged with, or convicted of the commission of embezzlement, theft, forgery, bribery or destruction of public

records; commission of fraud or other improper conduct associated with obtaining, attempting to obtain or performing a public contract; violation of any federal or state law regulating campaign contributions; violation of any federal or state environmental law; violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards, discrimination in wage, or child labor violations; violation of any federal or state law prohibiting discrimination in employment; debarment by any agency or department of the federal government or by any other state. Contractor acknowledges that EMTA may, in its sole discretion, terminate the contract for cause upon such notification or when EMTA otherwise learns that EMTA has been officially notified, charged or convicted.

10. Contractor shall comply with requirements of the Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq., and the regulations promulgated pursuant to that law.
11. When Contractor has reason to believe that any breach of ethical standards as set forth in law or in these provisions has occurred or may occur, Contractor shall immediately notify the EMTA contracting officer in writing.
12. Contractor, by submission of its bid or proposal and/or execution of this agreement and by the submission of any bills or invoices for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
13. Contractor shall cooperate with the Erie County Auditor or the Office of State Inspector General in its investigation of any alleged EMTA or Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the request of the County Auditor or the Inspector General, shall provide or make promptly available for inspection and copying, any information of any type or form deemed relevant by the County Auditor or the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.
14. For violation of any of the above provisions, EMTA (or Commonwealth, if applicable) may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred to debar and suspend the Contractor from doing business with EMTA or Commonwealth. These rights and remedies are cumulative, and the use or no-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those EMTA and the Commonwealth or EMTA may have under law, statute or regulations.
15. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this paragraph:
  - a. "Confidential information" means information that is not already in the public domain; is not available to the public open request; is not or does not become generally known to the Contractor from a third party without an obligation to maintain its confidentiality; has not become generally known to the public through an act or omission of the Contractor; or has not been independently developed by Contractor without the use of confidential information of the Commonwealth of Pennsylvania or EMTA.

- b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth or EMTA, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, EMTA shall be deemed to have consented by virtue of execution of this contract.
- c. "Contractor" means the individual or entity that has entered into this agreement with EMTA, including those directors, officers, partners, managers and owners having more than five percent (5%) interest in the Contractor.
- d. "Financial Interest" means:
  - (1) Ownership of more than five (5%) percent interest in any business; or
  - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- e. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans., subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
- f. "Immediate family" means a spouse and any unemancipated child.
- g. "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

(FAILURE TO COMPLETE THIS FORM AND SUBMIT WITH YOUR PROPOSAL WILL RENDER THE PROPOSAL NON-RESPONSIVE)

**CERTIFICATE 5**  
**LOBBYING CERTIFICATE**

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.*

The Contractor \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL

\_\_\_\_\_  
TITLE OF AUTHORIZED OFFICIAL

*(Applies to contracts/subcontracts with a contract sum of \$100,000 and over.)*

**CERTIFICATE 6 - 1**  
**DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION**

- (1) Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.
- (2) DBE Obligation. The supplier or contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all contractors shall take necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

Failure by the Contractor to carry out these requirements is a material breach of the contract which may result in the termination of this contract or such other remedy as EMTA deems appropriate.

DATE: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTE: This form is to be submitted with the bid proposal. Please attach the names and addresses of any and all DBE eligible prime contractors or subcontractors who will perform work on this project, and the dollar value of each proposed DBE prime contract or subcontract. Please use the attached form (Certificate 6-2) for the DBE eligible contractor or subcontractor(s) to certify to its eligibility.**

**CERTIFICATE 6 - 2  
AFFIDAVIT OF DISADVANTAGED BUSINESS ENTERPRISE**

**I HEREBY DECLARE AND AFFIRM** that I am the \_\_\_\_\_ and the duly authorized representative of (the firm of) \_\_\_\_\_ doing business at \_\_\_\_\_ (include address, city, state and zip code).

**I HEREBY DECLARE AND AFFIRM** that the above business is: (check as appropriate)

- \_\_\_\_\_ A firm that is at least 51% owned by one or more individuals who are disadvantaged as defined in 49 CFR Part 26, Subpart D, or
- \_\_\_\_\_ A corporation in which at least 51% of the stock is owned by one or more disadvantaged individuals as defined in 49 CFR Part 26, Subpart D.

And that such firm or corporation has been organized/incorporated since \_\_\_\_\_, 20\_\_\_\_ and is controlled by one or more individuals defined as disadvantaged in 49 CFR Part 26, Subpart D.

**FURTHERMORE, I HEREBY DECLARE AND AFFIRM** that I will provide such additional information as requested by Erie Metropolitan Transit Authority (EMTA) to document this fact as provided for in 49 CFR Part 26, Subparts D and E.

***I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.***

AFFIANT: \_\_\_\_\_

DATE: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me, \_\_\_\_\_ the undersigned officer, personally appeared \_\_\_\_\_, known to me to be the person described in the foregoing Affidavit and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.	
(Notary Public)	
MY COMMISSION EXPIRES:	
STATE OF:	
COUNTY/CITY OF:	

(SEAL)

**CERTIFICATE 7**  
**CERTIFICATION OF PARTICIPANTS REGARDING DEBARMENT,**  
**SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY**  
**EXCLUSION**

The Participant (a potential sub-grantee or sub-recipient under an FTA project, a potential third- party contractor, or a potential subcontractor under a major third-party contractor), \_\_\_\_\_ certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the Participant (a potential sub-grantee or sub-recipient under an FTA project, a potential third-party contractor, or a potential subcontractor under a major third-party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

THE PARTICIPANT (A POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, A POTENTIAL THIRD-PARTY CONTRACTOR, OR A POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD-PARTY CONTRACT) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL

\_\_\_\_\_  
TITLE OF AUTHORIZED OFFICIAL

\_\_\_\_\_  
DATE

*(Applies to contracts and sub-contracts over \$25,000)*

**CERTIFICATE 8  
PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO  
SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION**

Reference: Federal Acquisition Regulation (FAR: <https://www.acquisition.gov/far/52.204-24>)

Pursuant to the provisions set forth in the FEDERAL ACQUISITION REGULATION SUBPART 52.204-24 THROUGH SUBPART 52.204-26 [John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115–232, Section 889 (Aug. 13, 2018) (the Act)]:

The offeror acknowledges that EMTA is prohibited from procuring certain “covered telecommunications equipment or Services,” as defined in the Act, in federally assisted procurements and that the instant procurement is a federally assisted procurement subject to that prohibition.

The offeror represents and warrants that it has performed a due diligence review of its supply chain and that no such “covered telecommunications equipment or Services” shall be provided to the Agency that would cause the Agency to be in violation of the prohibition contained in the Act.

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SIGNATURE OF AUTHORIZED OFFICIAL

---

TITLE OF AUTHORIZED OFFICIAL

---

DATE

If representing that – It will and/or does use covered telecommunications equipment, please link to the FAR reference above regarding any relevant disclosure information to attach.

CM Services

**EXHIBIT A**

**CONTRACT**

**WITNESSETH:**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the ERIE METROPOLITAN TRANSIT AUTHORITY of the Commonwealth of Pennsylvania, whose principal place of business is located at 127 East 14<sup>th</sup> Street. Erie, PA 16503, Party of the First Part (hereinafter termed "EMTA") and **XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX**, whose principal place of business is located at XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, Party of the Second Part (hereinafter termed "Contractor").

**WHEREAS**, EMTA needs to acquire certain services hereinafter fully described and set forth in the REQUEST FOR PROPOSAL (RFP), attached hereto and incorporated herein as Exhibit A, in connection with an undertaking known as Construction Management Services for Completion of Phase II Transit Center

**WHEREAS**, Contractor, pursuant to EMTA's Request for Proposal, has submitted an acceptable PROPOSAL dated \_\_\_\_\_, attached hereto and incorporated herein as Exhibit B, to perform those services described in the Request for Proposals.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Contractor shall perform those services described in the REQUEST FOR PROPOSAL and PROPOSAL, which are attached hereto and made a part of this Contract as Exhibit A and Exhibit B, respectively, hereinafter called the "Work."
2. EMTA shall pay the Contractor, in consideration for performing the Work in conformity with the RFP, a price not to exceed \_\_\_\_\_ (\$ \_\_\_\_\_) plus reimbursable expenses as more fully described in Exhibit C.
3. **THE CONTRACT**
  - 3.1 The Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.
  - 3.2 Order of Precedence. Contract documents consist of: (i) this Contract; (ii) the Erie Metropolitan Transit Authority Request for Proposal and any Addendum if released (the

"RFP") (see Exhibit A); (iii) All Documents submitted by Contractor in their Proposal dated \_\_\_\_\_ (the "Proposal") (see Exhibit B); and (iv) Cost Document (Exhibit C). The Order of Precedence of the Documents shall be (First ) this Agreement; (Second) the RFP; (Third) the Proposal; and (Fourth) the Cost Document. Written modifications and amendments signed by both parties will take precedence over documents listed above. Whenever any conflict appears in any portions of the Agreement, it shall be resolved by application of the Order of Precedence.

#### 4. **CONTRACT TERM**

4.1 Consultant shall commence performance promptly upon the issuance of the Notice to Proceed and terminate upon the satisfactory completion of all Contract tasks or as otherwise agreed to by the parties. Time is of the essence in the performance of services under the Agreement.

#### 5. **INDEMNIFICATION**

5.1 Contractor agrees to defend, indemnify and hold harmless the City and County of Erie, PennDOT, FTA and EMTA, their board members, officers, agents, servants and employees from and against any and all claims, judgments and awards, including court costs and reasonable counsel fees, (hereinafter collectively referred to as "Damages") arising out of any claim, suit or action at law, in equity, or otherwise, of any kind or nature whatsoever, which may be brought against EMTA and/or any or all of the aforementioned on account of any actual or alleged loss to property or injury to any person or persons (including death), including Contractor's and its subcontractors' officers, agents, servants or employees, to the extent such Damages result from the negligent or willful acts or omissions of the Contractor or its subcontractors and/or their officers, agents, servants or employees in the performance of its obligations hereunder either during the term of this Contract, or upon or after completion of the Project. Contractor shall not be liable to EMTA for damages for loss of revenue, cost of money or capital, or loss of goodwill. EMTA will provide prompt written notice within forty-five (45) days of obtaining knowledge of a claim subject to this indemnification and make available all information and assistance that the Contractor may reasonably request.

#### 6. **INSURANCE**

6.1 Contractor shall procure and maintain, at its own cost and expense, during the entire period of the Contract or as otherwise stated, the types of insurance specified below. Within ten (10) days after receipt from EMTA of the notice of award of the Contract, the Contractor shall submit to EMTA a Certificate of Insurance giving evidence of the required coverage. All insurance shall be procured from insurers authorized to do business in the jurisdiction where operations are to be performed. In no event shall the Notice to Proceed be issued until the required Certificate of Insurance has been submitted and reviewed by EMTA. The insurance shall provide for thirty (30) days prior written notice to be given to EMTA in the event coverage is substantially changed, canceled or non-renewed. In all cases EMTA, The

Pennsylvania Department of Transportation and the Federal Transit Administration shall be named as an additional insured with respect to the services to be performed under this contract and the policies shall contain a waiver of subrogation against EMTA, its employees or agents.

- 6.1.1 Worker's Compensation Insurance - A policy complying with the requirements of the statutes of the jurisdiction(s) in which work will be performed, covering all employees.
- 6.1.2 General Liability Insurance - Policies issued to and covering liability imposed upon the Contractor with respect to all work to be performed and all obligations assumed by the Contractor, under the terms of this Agreement. Coverage under these policies, shall have limits of liability of not less than \$3 million general aggregate, \$1 million per occurrence, for bodily injury, personal injury and property damage.
- 6.1.3 Automobile Liability Insurance - A policy issued to and covering the liability of the Contractor arising out of the use of all owned, non-owned, hired, rented or leased vehicles which bear, or are required to bear, license plates according to the laws of the jurisdiction in which they are operated. Coverage under this policy shall have limits of liability of not less than \$1 million per occurrence, combined single limit, for bodily injury and property damage liability.
- 6.1.4 Professional Liability Insurance - A policy issued with a \$1,000,000 combined single limit on a claims made basis (bodily injury and property damage). If the policy is written on a claims made basis, it shall be maintained for one (1) year after completion of its services.
- 6.1.5 All insurances specified shall remain in force throughout this Contract or as otherwise specified. Failure to maintain such insurance in force as stipulated shall constitute a breach of this Contract.

## 7. **TRIP RECORDS, INVOICES AND, PAYMENT**

- 7.1 In consideration for services rendered hereunder, EMTA shall pay to Contractor in accordance with the terms of the Contract all sums due and owing calculated with the rates set forth in Exhibit C attached hereto and incorporated herein.
- 7.2 Payment will be made on a monthly basis upon submission of detailed invoices by Contractor specifying work completed as per the Contract and Task List. Such invoices shall not be for amounts inconsistent with the actual physical progress of the services Contractor has performed on the Project as determined by EMTA.
- 7.3 Payments due to Contractor under the Contract will be made within thirty (30) days after the date the invoice from the Contractor is received by EMTA, provided that Contractor has submitted all of the information requested by EMTA in order to review and approve the

invoice.

- 7.4 The Contractor agrees to pay each subcontractor, if applicable, under this prime contract for satisfactory performance of its contract no later than twenty (20) days from the receipt of each payment the Contractor receives from EMTA. The Contractor agrees further to return retainage payments to each subcontractor within twenty (20) days after the subcontractor's work is satisfactorily completed. EMTA shall be notified of any delay or postponement of payment from the above referenced time frame and such notification shall set forth, with appropriate documentation, the full details of the reasons upon which the Contractor based its actions. Any delay or postponement of payment from the above referenced time frame may occur only for good cause. EMTA shall not be obligated to make a progress payment or final payment to a Contractor who has failed to make payments promptly to its subcontractors, for which EMTA has made payment, without good cause. This clause applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subcontractors.
- 7.5 Contractor shall submit regular reports of the actual payments made to DBE firms for work committed to them at the time of contract award in the form required by EMTA.
- 7.6 Contractor shall prepare a report on the progress of the services performed each month during the term of the Contract.

8. **ASSIGNMENT OF RIGHTS: DELEGATION OF DUTIES**

- 8.1 Contractor shall not sell, assign, transfer, or dispose of any interests in this Contract without the prior written consent of EMTA thereto. EMTA shall not be obligated to give such consent.
- 8.2 Contractor shall not delegate any duty to be performed under this Contract other than to its employees without prior written consent of EMTA thereto. EMTA shall not unreasonably withhold its consent to such an assignment.
- 8.3 Any attempt by Contractor to assign or delegate its contract rights, except as set out above, shall give EMTA the right to terminate this contract with no further obligation to Contractor or anyone to whom the Contractor has attempted to assign, transfer, or delegate rights or obligations under this Contract.

9. **RELEASE OF CLAIMS**

- 9.3 The Contractor's acceptance of final payment from EMTA shall release in full all claims against EMTA under this Contract, except those claims that the Contractor gave notice thereof in writing to EMTA prior to such final payment.

10. **CHANGES**

- 10.1 Any change in this Contract shall be submitted to EMTA for its prior approval and, if

approved, EMTA will make the change by a Contract modification to be executed by both parties. Oral Change Orders are not permitted. The Contractor shall be liable for all costs resulting from and/or satisfactorily correcting a Scope of Work change not proven ordered by written modification to the Contract.

- 10.2 EMTA may at any time, make changes within the general scope of this Contract, to the Scope of Work. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the Contract price, and the Contract shall be modified in writing accordingly.
- 10.3 Within five (5) calendar days after receipt of the Written Change Order to modify the Contract, the Contractor shall provide EMTA a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Contractor and EMTA. At that time, a modification shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with Section 13 (Disputes). Regardless of any disputes the Contractor shall proceed with the work ordered.
- 10.4 In the event any governmental entity adopts by statute, regulation, decree, dictate or any other mandatory matter that changes, decreases, increases or creates a new financial obligation and such statute, regulation, decree or dictate becomes effective after the date for receipt of proposal, an appropriate price change may be negotiated and resolved in the manner described above in this Section. Such price adjustments may be audited where required.

## 11. **TERMINATION FOR CONVENIENCE**

- 11.1 This Contract may be terminated by EMTA in whole, or in part, whenever EMTA at its sole and absolute discretion, determines that such termination is in the best interest of EMTA. Any such termination shall be by a Notice of Termination and specify the extent to which performance of work is terminated, and the date which such termination becomes effective. After receipt of a Notice of Termination, and except as otherwise directed by EMTA, the Contractor shall: stop work on the date and to the extent specified in the Notice of Termination; take no further action except as may be necessary for completion of such portion of the work that is not terminated, and safe securement of the project; and terminate all orders and/or subcontracts to the extent that they relate to the work terminated. The Contractor shall be paid its costs, including contract close-out cost and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to EMTA. If the Contractor has any property in its possession belonging to EMTA, the Contractor will account for same and dispose of it in a manner EMTA directs.

## 12. **TERMINATION FOR DEFAULT**

- 12.4 EMTA may, by written notice of default to the Contractor, terminate the Contract in whole or in part. If within ten (10) days (or such longer period as EMTA may authorize in writing)

of receipt of a notice of default, the Contractor fails to cure such default, the Contract shall be deemed terminated subject to the other terms, conditions and provisions of this Contract. If the Contract is terminated in whole or in part for default, EMTA may procure, upon such terms and in such a manner that EMTA may deem appropriate, services similar to those being terminated. The Contractor shall be liable to EMTA for any excess costs for such service, and shall continue the performance of this Contract to the extent not terminated under the provisions of this section.

12.2 If, after Notice of Termination, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Section 11.

12.3 The rights and remedies of EMTA provided in this clause are not exclusive and are in addition to any other rights and remedies provided by law or this Contract.

13. **DISPUTES**

13.1 Disputes arising in the performance of this Contract which are not covered by agreement of the parties shall be decided in writing by EMTA's Chief Executive Officer, or authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to EMTA's Chief Executive Officer. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of EMTA's Chief Executive Officer shall be binding upon the Contractor and the Contractor shall abide by the decision.

14. **EMTA REPRESENTATIVES**

14.1 The individuals authorized by EMTA to act for EMTA are: Jeremy Peterson, CEO and his designee(s).

15. **CONTRACTOR REPRESENTATIVES**

15.1 The Individual(s) authorized by the Contractor to act on its behalf are:

Name:

Title:

Address:

Phone:

16. **COMMUNICATIONS**

16.1 All communications and notices shall be in writing and shall be made by certified mail, return receipt requested or by a recognized delivery service within four business days, to the officer(s) or employee(s) of EMTA and of the Contractor designated below to receive such communications and notices. Telephone calls may be used to expedite communications and notices but shall not be official communications and notices unless confirmed in writing.

16.2 Communications and notices shall be considered received four (4) business days after being deposited in the mail, duly stamped and addressed, one (1) business day after forwarding via overnight express mail by the sender.

16.3 Notices to EMTA shall be addressed to:

Dani Duran, Grants/Planning Manager  
Erie Metropolitan Transit Authority  
127 East 14<sup>th</sup> Street  
Erie, PA 16503

16.4 Notices to Contractor shall be addressed to:

Name/Title:

Address

Phone:

16.5 Either EMTA or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

17. **PROHIBITED INTEREST**

17.1 No member, officer, or employee of EMTA, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds therefrom. EMTA's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor, potential Contractors or parties to sub-agreements.

18. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

18.1 The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. "3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, 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 certifications, 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.

18.2 The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. '5307, the Government reserves the right to impose the penalties of 18 U.S.C. '1001 and 49 U.S.C. '5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

18.3 The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It further agrees that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provision.

19. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS**

19.1 Contractor shall comply with all applicable laws, ordinances, and regulations of Federal, State and Local governments in effect during the term of this Contract. This Contract shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

20. **NOTICE OF FEDERAL AND STATE CONTRACT REQUIREMENTS**

20.1 Contractor shall at all times comply with all applicable regulations, policies, procedures and directives attached hereto and made a part hereof as Attachment A, including without limitation those directly referenced in the Agreement (Form FTA MA (14) Dated October 1, 2007) between EMTA and FTA as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

21. **ADDITIONAL CLAIMS**

21.1 Contractor shall make no claims and EMTA shall not be liable for additional payment or any other concession because of the Contractor's misinterpretation or misunderstanding of the Contract, or of any failure to fully acquaint itself with any of the conditions relating thereto.

21.2 Contractor understands and agrees that any costs incurred prior to the effective date stated in EMTA's Notice to Proceed, even though incurred in the performance of services to be rendered under the Contract, are not allowable costs and Contractor will not be reimbursed by EMTA for any such costs.

22. **SUBCONTRACTORS AND KEY PERSONNEL**

22.1 Contractor shall not make any substitution of a subcontractor/subconsultant, including those proposed as part of its compliance with the DBE requirements and certifications, who have previously been accepted by EMTA as part of the Contract, without prior authorization of EMTA.

22.2 Contractor shall not substitute or reduce the level of participation of key personnel identified as participating in the work to be performed and previously accepted by EMTA as part of the Contract without prior authorization of EMTA.

23. **ADDITIONAL EXHIBITS**

23.1 Contractor shall abide by all certifications and requirements attached hereto and made part hereof for all work performed in connection with this Contract.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by the undersigned duly authorized officers, under seal, as of the day and the year first above written.

**CONTRACTOR:**

ATTEST:

\_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Typed Title

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

**ERIE METROPOLITAN TRANSIT AUTHORITY**

ATTEST:

\_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Chief Executive Officer