

# Capital Area Transportation Authority

## *East Lansing Multi Modal Station Design, Engineering, & Construction Administration*

### Request for Proposal # 2012-109

#### SCHEDULE OF ACTIVITIES

RFP Released:	October 24, 2012
Written Questions due to CATA:	November 2, 2012
Pre-Proposal Meeting (optional):	November 6, 2012, 10:30 a.m. EST, held in Room 102 of the Angell Building on the campus of Michigan State University, 116 Service Road, East Lansing, Michigan, 48823.
CATA's Responses to Written Questions released:	November 9, 2012
Number of Proposals & Due Date:	Submit twelve (12) paper hard copies of the Qualifications Proposal and four (4) sealed copies of the Cost Proposal (including one original of each) to the CATA Purchasing and Contracts Manager address listed in Section 1-A below; by November 21, 2012, 4:00 p.m. <i>Eastern Standard Time</i> .
Orals/Interview(s) (Optional):	December 3, 2012
Begin Contract Development:	December 10, 2012
Proposed Contract Signature/Award Date:	January 11, 2013
Proposed Contract Start Date:	January 21, 2013

**Issued On October 24, 2012**

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**Capital Area Transportation Authority**  
***East Lansing Multi Modal Station***  
***Design, Engineering, and Construction***  
***Administration***  
**Request for Proposal Project #2012-109**

**SECTION 1: PROCUREMENT PROCESS**

**1-A Issuing Office**

This Request for Proposal (“RFP”) is issued by Capital Area Transportation Authority (“CATA”), 4615 Tranter Street, Lansing, MI 48910.

**All communications regarding this project during the procurement process must be addressed to CATA’s Purchasing & Contracts Manager:**

Ms. Beverly Anderson  
Purchasing & Contracts Manager  
Capital Area Transportation Authority  
4615 Tranter Street  
Lansing, MI 48910  
E-mail: [banderson@cata.org](mailto:banderson@cata.org)

**1-B Project Management**

The person designated to perform as CATA’s Project Manager **AFTER AWARD** of the Project is named below. This person is not to be contacted by respondents prior to award. The only CATA contact during the RFP process is CATA’s Purchasing & Contracts Manager named above.

Ms. Debbie Alexander  
Assistant Executive Director  
Capital Area Transportation Authority  
4615 Tranter Street  
Lansing, MI 48910  
Phone: (517) 394-1100  
Fax: (517) 394-3733  
E-mail: [dwalexander@cata.org](mailto:dwalexander@cata.org)

## 1-C Project Oversight

The oversight of this CATA Project is the responsibility of the CATA Project Manager named in Project Management Section above.

The Contractor will be required to work with CATA staff and other agencies as directed by CATA throughout the duration of the Contract and attend Progress Meetings as required by the CATA Project Manager.

## 1-D Incurring Costs

CATA is not liable for any cost incurred by any party prior to signing a contract with that party and then only upon written authorization from CATA to proceed with the project.

## 1-E Contract Term

The term of the proposed contract is expected to commence January 21, 2013.

## 1-F Contract Extension

CATA reserves the right to extend the term of any contract resulting from this RFP for up to one year. Any extension will be in writing.

## 1-G Type of Contract

The RFP is for professional architectural and engineering services at fixed prices and hourly rates. CATA also reserves the right to expand or decrease service/use of the contract as conditions require.

## 1-H Questions/Changes to the RFP

It is the desire of CATA to provide the same information to all interested parties to insure fairness and impartiality in the procurement process. To that end, CATA and involved agencies, including the City of East Lansing and Michigan State University, will not respond to telephone inquiries or personal visits. Visitation by respondents or their representatives may be made to CATA only at the pre-proposal meeting site. All questions are to be submitted in writing or asked at the pre-proposal meeting. CATA does not expect to accept questions after the pre-proposal meeting. **Please submit written questions via e-mail to the CATA Purchasing & Contracts Manager no later than the date and time set in the Schedule of Activities on the cover page of this RFP.**

CATA may clarify or amend this RFP. Clarifications, responses to questions, and amendments made to this RFP will be posted on CATA's website, [www.cata.org](http://www.cata.org), under "Doing Business with CATA", and may be mailed to firms attending the scheduled pre-proposal meeting or who have otherwise indicated an interest in this project. CATA assumes no responsibility for the failure of an interested party or respondent to access and take into consideration posted RFP clarifications, responses to questions, and amendments.

## 1-I Pre-Proposal Meeting

See *Schedule of Activities* for date and time of the Pre-Proposal Meeting scheduled for this RFP. A site walk through will follow the meeting. The purpose of this meeting is to discuss with prospective Contractors the work to be performed and to answer questions about this RFP. The pre-proposal meeting is for information only. While vendor attendance is not mandatory, interested vendors are strongly encouraged to attend.

## 1-J Proposals

Proposals are to be submitted only to the CATA Purchasing & Contracts Manager. No other distributions of proposals are to be made. An official authorized to bind the respondent to the proposal must sign the proposal in ink and include the signed Proposal Certification (Appendix G) and other required signed documents. Proposal format will be 8-1/2" x 11" with foldout sheets allowed up to 11" x 17" in size. All pages are to be numbered, with the exclusion of divider pages and front and back covers (if any). Proposals shall be organized and tabbed in the same order as the evaluation criteria.

Submit the Qualifications Proposal and Cost Proposal with the number of copies indicated in the *Schedule of Activities*. In accordance with the Brooks Act, the Cost Proposal (together with copies) must be submitted in a separate sealed envelope(s) labeled with the title "Cost Proposal - RFP #2012-109", and with the respondent's corporate name and contact person. All proposals must be submitted to the attention of the CATA Purchasing and Contracts Manager by the time and date set as the Proposal Due Date indicated in the *Schedule of Activities*. The respondent is solely responsible for the timely delivery of the proposals to CATA. Except as provided below, late proposals will not be considered.

Late proposals which are received after the Proposal Due Date may be considered, if the respondent establishes to CATA's satisfaction within five (5) days of the Proposal Due Date that the delay was due to an independent event outside the control of respondent, such as acts of God or the public enemy, war, national emergency, labor strikes, the failure of the U. S. Postal Service to deliver first-class, registered, or certified mail within five (5) days, or the failure of a national courier service recognized by CATA to deliver as guaranteed or specified. CATA will require documentation to excuse late delivery, including, but not limited to, signed statements or affidavits, postmarks, original postal receipts, courier receipts, and shipment tracking logs in a form satisfactory to CATA. All proposals submitted in response to this RFP will become the property of CATA and will not be returned to the respondent.

## 1-K Binding Proposal and Acceptance of RFP Content

Submission of a proposal shall bind the respondent to all provisions of the proposal, including costs and the Statement of Work in this RFP, for a period extending not less than one hundred eighty (180) days following the Proposal Due Date, which is stated in the Schedule of Activities. The contents of this RFP and the proposal consistent with the RFP will become contractual obligations if a contract is awarded. Failure of the successful respondent to accept these obligations may result in elimination of the respondent from the selection process. CATA further reserves the right to interview the key personnel assigned by the successful respondent to this project and to recommend reassignment of personnel deemed unsatisfactory by CATA.

## 1-L Economy of Presentation

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to be creative and to meet the requirements and objectives of this RFP. Emphasis should be on completeness and clarity of content.

## 1-M Primary Contractor Responsibilities

CATA is seeking an Architectural and Engineering ("A&E") firm or firms acting jointly to act as a primary Contractor (the "Contractor"). The selected Contractor will be required to assume responsibility for all services offered in its proposal whether or not the Contractor performs them. Further, CATA will consider the selected respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. If any part of the work is to be subcontracted, the prime Contractor must provide a complete description of work subcontracted and descriptive information about the subcontractor's organization, capabilities, and Certified Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) status. The prime Contractor is totally responsible for adherence by the subcontractors to all provisions of the contract. DBE firm's and subcontractor's FTA and DBE certifications must be included in the proposals. CATA must review and approve in

writing all subcontractors. All subcontractors must be included in the initial proposal with descriptions of the firms' qualifications and the qualifications of the key individuals assigned to this project.

## 1-N Other Duties Assigned by CATA

Because of the nature of this project, CATA is unable to determine all possible work components and tasks to be completed. The Contractor may be asked to provide additional service that has not been outlined in this RFP. When additional duties beyond those outlined in this RFP and in the Contractor's proposal are identified, CATA and the Contractor will discuss the Contractor's ability to complete this work. If CATA determines the Contractor should conduct the additional work, Contractor will provide a request for a Task Order describing the work to be done and all associated costs itemized by process by hour. A written task order authorizing other duties may then be issued by CATA. Contractor will not be compensated for other duties that are not authorized by task order.

## 1-O Selection Criteria

Responses to this RFP will be evaluated based upon the following factors as presented in the respondent's proposal. They are listed in descending order of importance.

**Method of Approach to the Statement of Work as described in the proposal.** Quality and thoroughness of information submitted in the proposal based on completeness, relevance, conciseness and organization of materials presented. This includes understanding the objectives of the project as demonstrated by the written description of the project in the proposal.

**Capability and qualifications of the key individuals.** This addresses key individuals from the primary Contractor and any named subcontractors, including previous work on similar projects, qualifications, technical experience, education, and training.

**Capability and qualifications of the prime Contractor and all subcontractors.** This addresses distribution of staff time to the project, the respondent's past record of performance on similar assignments (such as control of costs, quality of work and ability to meet schedules) including experience involving rail / multi modal projects. The primary Contractor will also be evaluated on its past experience in managing subcontractor relationships.

**Quality Assurance Methods and Processes.** Respondents must demonstrate established quality assurance methods and project management processes in prior work. This shall include demonstrated monitoring of processes that ensures error prevention.

**Demonstrated ability to complete the project on time and on budget.** Respondents must demonstrate experience, ability, and willingness to keep projects on time and on budget. This must include specifics on how to ensure timeliness and methods of budget tracking. This may include examples of successful engagements elsewhere with other customers on similar projects.

**Demonstrated ability to work cooperatively with construction Contractors on time and on budget.** Respondents must demonstrate experience, ability, and willingness to work with construction Contractors and provide evidence of techniques used to keep projects on time and on budget. This may include examples of successful engagements with construction Contractors on similar projects.

**Other Evaluation Elements.** Other evaluation measures of the proposal and the vendor, including, but not limited to, satisfactory references, legal status and compliance, experience with other projects and procurements, and other matters of concern.

CATA will establish a committee to evaluate all proposals. Those responsible firms deemed by CATA to be responsive to the RFP and needs of CATA may be asked to make oral presentations. CATA will determine which respondent is most qualified based on the Qualifications Proposal and any oral presentation for final consideration

and then open that respondent's Cost Proposal for discussion and agreement on contract terms. If CATA is unable to reach agreement with the most qualified respondent, then the next most qualified respondent will be considered for award, and so on. At any time during this process, CATA reserves the right to solicit new proposals, amend the RFP or award, or cancel the RFP or underlying project.

## 1-P Oral Presentation/Written Questions and Answers

Respondents may be required to make oral presentations. These presentations provide an opportunity for the respondent to answer questions from CATA that arose during the proposal review. Respondents may also receive written questions from CATA which are to be answered in writing by the time requested or by written submission at the oral presentation (if scheduled). The oral presentation is not a time to simply review the contents of the proposal, but should be used to establish the firm's unique qualifications, elaborate on the firm's approach to the project, and respond to CATA's concerns. Key members of the respondent's project team, including a representative from each subcontractor, must be part of the presentation. If held, the presentations will be on the date indicated in the Schedule of Activities on the cover of this RFP. A maximum of 30 minutes will be allowed for each presentation, followed by 30 minutes for questions and answers (timing and duration to be determined by CATA).

## 1-Q Independent Price Determination

By submission of a proposal, the respondent certifies, or, in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

- The prices in the proposal have been determined independently by the respondent and identified joint respondents and subcontractors, and without consultation, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition.
- Unless otherwise required by law, the prices that have been quoted in the proposal have not been knowingly disclosed by the respondent prior to award directly or indirectly to any other respondent or to any competitor.
- No attempt has been made or will be made by the respondent to induce any other persons or firm to submit or not submit a proposal for the purpose of restricting competition.
- Each person signing the proposal must certify that she/he is one of the following:
  - Is the person in the respondent's organization responsible within that organization for the decision as to the prices being offered in the proposal and has not participated (and will not participate) in any action contrary to the requirements indicated in the bullets above.
  - Is not the person within the respondent's organization responsible for the decisions as to the pricing being offered in the proposal but has been authorized, in writing, to act as an agent for the persons responsible for such a decision and certifying that such persons have not participated (and will not participate) in any action contrary to the requirements indicated in the bullets above.

## SECTION 2: STATEMENT OF WORK

### 2-A Background

The Capital Area Transportation Authority (“CATA”) is the regional public transportation provider for the Greater Lansing area. Specifically, CATA currently provides transit service to the Cities of Lansing and East Lansing, the Townships of Lansing, Delhi, and Meridian, and Ingham County. CATA operates over 30 fixed bus routes. CATA also provides various demand-response services including rural Ingham service, Redi Ride service in Delhi and Meridian Townships and the Cities of Mason and Williamston, and demand-response service designed to meet the needs of persons with disabilities, called Spec-Tran. CATA is also providing all public transportation service to Michigan State University (“MSU”) students, staff and faculty. CATA provided 11.8 million passenger trips in fiscal year 2011.

The new East Lansing Multi Modal Station project (“Project”) is estimated to cost \$9.98 million. This funding includes a grant from the U.S. Department of Transportation for \$6.28 million, \$500,000 from Michigan Department of Transportation, and a long-term ground lease of the property from MSU, valued at \$3.2 million.

The current multi modal facility at 1240 South Harrison Road, East Lansing, Michigan, 48823, is 1,700 square feet which will be demolished as part of the project. The new facility is planned to be approximately 4,000 square feet. The parking currently holds approximately 50 vehicles and will be expanded to hold at least 150 long and short term parked vehicles, including bike parking and improved platform areas.

The Project will provide:

- Dedicated bus staging areas
- Larger station with significantly improved customer waiting area
- Tenant offices and sales windows
- Exterior enclosed waiting area
- External, covered bike storage area (both locker and loops)
- Improved pedestrian access
- Improved way-finding signage
- Improved landscaping
- Improved passenger safety components
- MSU student studying area for environmentally-friendly research
- Low impact development components (“green” infrastructure)
- Expanded paid parking area
- Improved site vehicular, bike and pedestrian movement
- Public art
- Installation and relocation of utilities

### 2-B Objectives of the Project

The objectives of the project are:

- Build a contemporary multi modal transportation station which facilitates easy access, improved safety, and improved vehicular, bike and pedestrian movement throughout the site within the time frame allotted.
- Enhance the customer experience through expanded car and bike parking, comfortable and safe waiting areas, and improved boarding areas.
- Provide design, engineering, and construction administration and oversight services for the new multi modal station in East Lansing.

- Complete necessary key sub-projects (e.g., environmental protection remediation, demolition of existing structures, etc.) and related or contingent sub-projects that would enhance the project.

## 2-C Statement of Work

The Project Statement of Work includes the design and engineering for all aspects of the project, development of all procurement documents for construction, as well as evaluation of the bids, recommendation of selected Contractor, and construction administration services throughout the construction phase.

The A&E firm shall be responsible for professional quality, technical accuracy, and the coordination of all design disciplines, construction document, specification, and other services furnished by the A&E firm's state licensed engineering or architect under this agreement. The A&E firm shall without additional compensation, correct or revise any error, omissions, or deficiencies in its designs, construction documents, specification, and other services. All construction documents shall be sealed by a Professional Engineer.

CATA's review, approval or acceptance of, nor payment for, any of the Services required under this Project shall be construed as approving the accuracy of the documents. The A&E firm shall be solely responsible for the accuracy and quality of all products it produces.

The A&E firm will be responsible to verify all existing conditions within the project site including but not limited to: underground utilities, existing buildings or structures, pavement condition, hazardous materials, storm water drainage, and soil conditions. A&E firm's verification must include horizontal and vertical locations of the existing conditions. A&E firm must submit field inspection reports to CATA as a precondition of application for payment of Services related to field inspection tasks. A&E firm shall advise CATA in writing no later than five (5) calendar days from first discovery of differing field conditions if conditions differ from those shown on records provided by MSU or the City of East Lansing.

The A&E firm will work in conjunction with other project members including but not limited to: the General Contractor, the City of East Lansing, Michigan State University, CN Railway, CSX Railway, Amtrak, sub consultants, specialty A&E firms, if any, hired by CATA as part of the Project, Michigan Department of Transportation (MDOT) and local governmental agencies, and the FRA. The A&E firm acknowledges CATA is relying on the A&E firm's special skill and expertise in projects of this type.

The A&E firm represents to CATA that the A&E firm's services will be performed as expeditiously as is consistent with the standard of care and the orderly progress of the Project. The A&E firm's Services must be provided consistent with the professional standard of care and in compliance with applicable Federal, State and local laws, codes, regulations, and ordinances. Furthermore, the A&E firm must provide documents that are complete, correct, and within the Project budget(s) and schedule(s) set forth herein.

Proposed Task	Estimated Time Period for Completion
<b>Please Note That Some Tasks May be Performed Concurrently</b>	
Demolition of Existing Structures and Related Utility Work	12 Weeks
Workshops or Public Open Houses	TBD
Site Preparation	4 Weeks
Architectural and Engineering Design	16 Weeks
Procurement Documents and Review of Bids	8 Weeks
Construction Administration	52 Weeks

Respondents are encouraged to comment in their Qualifications Proposal on the above proposed schedule.

## **Phase 1 – Design & Engineering**

### **A. Demolition of Existing Structures and Related Utility Work**

The Project includes the demolition of four (4) buildings, including the current station. One (1) existing storage structure will remain on the property. This includes the environmentally approved removal of all debris, asbestos-containing building material, and lead based paint.

The A&E firm will design the project as to permit the award of one or more contracts for construction for the Project at a price provided by CATA during the design process. The project will entail more than one construction contract, as necessary, to expedite the completion of the project. For example, the demolition and some site work, infrastructure, and related utility work could be bid separately to allow that work to begin while the design and approvals for the building and other work is still in progress.

When bids or proposals for the demolition are received that exceed the estimated budget, the A&E firm will perform such work as is necessary to complete the Project within the price. These modifications and other service shall be performed at no increase in the price set forth in the executed contract between CATA and the A&E firm.

The A&E firm will coordinate all demolition, infrastructure, and utility actions, as is necessary, with all entities and agencies, including MDOT, CN Railway, CSX Railway, Amtrak and utility companies, to keep final design end date on target. The A&E firm will conduct work to remove/cap all infrastructure/utilities as required by the project, including, but not limited to, the following:

- The high voltage switchgear, transformers, metering, high voltage cables, any fiber optic equipment and cables back to the nearest buildings.
- Cap the water distribution at the main and flowable fill the water main segment under the road.
- Cap (building connections and main) and flowable fill the storm sewer lines under the railroad and road areas.
- Cap (building connections and main) and flowable fill the sanitary sewer lines under road areas (needs to be coordinated with East Lansing).
- Cap natural gas line at the main and abandon (needs to be coordinated with Consumers Energy).
- The existing bus/train station will be maintained and used for transportation services during construction of the new facilities.
- Access through the property to the existing MSU stores building to the west of the leased premises will be maintained and utilized during and after construction of the new facilities.

### **B. Workshops or Public Open Houses**

Early in the project, the A&E firm will conduct workshops or public open houses to secure ideas and input on the project from the general public. At least two (2) workshops or open houses will be conducted: One for key stakeholders and one for the general public.

### **C. Site Preparation**

Minimal soil excavation will be required for utility work, site grading and foundations for the station, parking area, interior roadways, pathways, signage and any other requirement of the Project. This must be done while retaining

access to the station and boarding areas for existing service and provide for safe customer waiting and boarding projects.

D. Architectural and Engineering Design

The new facility is planned to be approximately 4,000 square feet. The design will also require site utilities, circulation roadways and non-motorized pathways on the site. The design will provide a barrier-free, accessible facility, pathways, etc. The site plan shall offer accommodation for bus staging and boarding, taxis, and bike storage.

The A&E firm will design the project as to permit the award of one or more contracts for construction for the Project at a price provided by CATA during the design process. The project will be broken into more than one construction contract if necessary to expedite the completion of the project. For example, the demolition and some site work, infrastructure, and related utility work will be bid separately to allow that work to begin while the design and approvals for the building and other work is still in progress.

When bids for the construction are received that exceed the estimated budget, the A&E firm will perform such redesign or modifications and other service as are necessary to construct the Project within the price. These modifications and other service shall be performed at no increase in the price set forth in the executed contract between CATA and the A&E firm.

All elements of material and color selection shall be completed and approved by CATA. Diagrams explaining vehicular and pedestrian circulation should be prepared for approval by the Project Team. Computer-generated three-dimensional drawings (or other media as selected by the A/E in conjunction with CATA) should be produced to convey the appearance of key internal and external elements of the proposed construction.

Work shall include support for sustainable design initiatives. In the design of the station efforts shall be made to incorporate LEED certification elements as deemed feasible. Design and engineering shall be conducted in accordance with Michigan State University Construction Standards. The A&E firm will demonstrate to CATA and MSU that these guidelines have been met.

The A&E firm will:

- Establish project requirements; develop alternatives, schedules, phasing strategies; complete necessary research, evaluations, analyses, and reports.
- Meet with MDOT, CN Railway, CSX Railway, Amtrak and utility companies, and other agencies on matters affecting the Project. The A&E firm will coordinate all actions, as is necessary, with all entities and agencies, to keep final design end date on target.
- Sizing and placement of all structural members, including foundations, piers, columns, walls, floors, roofs, and any required specialty elements, shall be completed and shown on drawings. The A/E work shall include all necessary soil borings and reports needed for structural design.
- All primary mechanical elements of the heating, ventilation, air conditioning, plumbing, and fire protection systems shall be designed as appropriate for the new facility.
- All primary elements of the power distribution and lighting systems shall be designed and shown on the drawings. Specialty components, including security, computer networking, uninterruptible power supply, surge protection, communications, and fire protection systems, shall be designed and included in the construction drawings. All electrical utilities that were provided to the site but no longer necessary will be properly terminated as approved by MSU and the City of East Lansing.

- Develop and prepare cost estimates to ensure the project costs will be within the established construction budget.
- Coordinate tasks such as permitting, safety-phase planning, and local traffic operation procedures.
- Staging and continuous operation of bus and rail services plans and instructions to be followed by the construction firm throughout the project. This plan must be approved by CATA and presented to service providers for input before the construction documents are released.
- Prepare all permit applications and provide necessary fees, attachments and exhibits for CATA to submit to local, State, and Federal permitting agencies.
- Provide other related design and environmental services and tasks as required.

E. Procurement Documents, Review of Bids, and Selection Recommendation

The A&E firm will prepare the bid documents including Statement of Work, specifications, minimum qualifications, CATA terms and conditions, instructions, and other boilerplate language found in CATA's Bid template and/or AIA documents. Note: the project may be bid in more than one phase if necessary to complete the project within the allotted time frame.

The A&E firm will oversee the following elements of the bidding process for each construction contract let including but not limited to:

- Conduct pre-bid meetings and prepare all follow-up addendums to be released by CATA.
- Prepare required addenda to address all Contractor questions.
- Evaluate bid unit rates and extended costs for all bid items.
- Evaluate all construction bid submittals for responsiveness and completeness.
- Evaluate voluntary alternates and exceptions to the technical specifications.
- Submit recommendations for the award of the construction contracts.
- Incorporate all addenda into drawings issued for construction.
- Assist in other bidding phase efforts and tasks as required.

The A&E Firm shall be required to defer to CATA's project manager for any and all direction and approvals for any work during the competitive bidding phase. CATA shall have the final authority in any matter pertaining to work done in the competitive bidding phase. Except as otherwise directed by CATA, the A&E firm shall serve as the sole point of contact between bidders and CATA, acting as an agent on behalf of CATA.

Provide CATA and all bidders with electronic copies of all solicitation documents, including initial bid documents, addenda, bids received, tabulations, plans, emails and correspondence, etc.

Construction documents shall have all appropriate terms and conditions in regard to Davis Bacon Act and DBE requirements. Managing and ensuring compliance (including the responsibility of submitting reporting requirements) with the Davis Bacon Act and DBE shall be the responsibility of the A&E firm throughout the construction administration phase; however, CATA and its project manager must first be briefed on, copied on, and specifically approve all reports prior to submitting to other levels of government.

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## **Phase 2 – Construction Administration**

The A&E firm will provide assistance to CATA or the appropriate agency in directing, adjusting, and overseeing the construction of each construction contract let throughout the project. In this phase, the A&E Firm shall:

- Provide consulting services and recommendations to CATA and its General Contractor (GC) during all phases of construction.
- Attend and assist CATA and its GC at construction meetings and conferences as required.
- Administer the CATA's Form of Agreement and all terms and conditions of the Services Agreement.
- Provide oversight of the GC to ensure compliance to design specifications.
- Review change orders and provide recommendations to CATA for authorization.
- Advise CATA on action to take on issues discovered in the field.
- At least weekly inspect work-in-progress, document quantities of work completed, and maintain field investigation reports including relevant information associated with the work.
- At least weekly conduct progress meetings between the A&E firm, the GC, CATA, and document and distribute meeting minutes to the project team.
- At least monthly provide to CATA tracking of financial expenses against the bid and budget to ensure project is completed on budget.
- Review shop drawings submitted by the GC to ensure compliance with the design drawings and specifications.
- Review requests for information submittals, and any other documents related to construction and design by GC to ensure compliance with the design intent as required.
- Review bulletins prepared by the GC in the process of negotiating costs for CATA directed changes.
- Review GC change order requests and consult with CATA on applicability to the project based on the construction contract terms and conditions.
- Approve construction, document field progress, inspect differing site conditions, and approve change order work.
- Observe and document subcontractor's participation in the construction.
- Ensure DBE work is being completed by DBE sub-contractors.
- Review submitted draft pay applications and approve for payment.
- Make inspections at substantial completion and prepare punch lists.
- Review operation and maintenance manuals, and witness start-up of electrical, mechanical, plumbing and other systems.
- Prepare final design reports detailing any and all changes from final design inclusive of cost differences.

- Prepare final drawings to illustrate as-built conditions.
- Perform warranty inspections immediately prior to expiration of all applicable warranties.
- Provide corrective action report if the facility does not perform as required ensuring compliance with the project requirements.
- Other construction administration phase efforts and tasks as required.
- Furnish (free of charge) for CATA two (5) copies of all documents, drawings, and any other finished products associated with the final design, in hard copy and electronic file types as applicable to the type of document/drawing (i.e. PDF, Word, Excel, etc.).

## 2-D CATA Responsibility

CATA will provide to the successful respondent:

- Access to the site
- Any as-built drawings of the site available from MSU and the City of East Lansing
- As-built drawings of the Harrison Road right-of-way available from the City of East Lansing
- As-built drawings of the site utilities available from Michigan State University

## 2-E General Requirements

**Timeliness:** The services of the successful respondent are to commence upon execution of the contract and shall be undertaken and completed so as to assure project completion by August 1<sup>st</sup>, 2014.

**Meetings:** The successful respondent ("Contractor") shall meet with the CATA project manager during the project at least weekly. These sessions may be conducted over the telephone or in person as determined by the CATA project manager. The Contractor shall make immediate phone calls to the CATA project manager if any significant problems are encountered during the project.

**Oral Presentations:** In addition to any committee and/or community outreach meetings established in the Statement of Work, the Contractor may also make presentations to stakeholders, including boards, commissions, etc. as needed.

**Progress Reports:** The successful respondent shall provide monthly written progress memos to CATA's project manager. These reports will identify work accomplished, problems encountered during the past month, methodology and timeline for resolving these problems and the activities planned for the upcoming month. These memos shall be provided to the project manager by the 10<sup>th</sup> day of each month. The report can be mailed or e-mailed to the project manager.

## 2-F Deliverables

All documents and reports as set forth in this Section 2: Statement of Work are considered deliverables. Further deliverables are to be determined.

## 2-G Detailed Work Plan

Within 10 working days of the award of the contract, the Contractor will submit to CATA's Project Manager, for discussion, review and approval, an adjusted technical work plan including the following:

- The Contractor final project organization structure.
- The Contractor's (and subcontractors) detailed manning table with names, titles, addresses, telephone numbers, fax numbers, e-mail addresses and any other critical information, by task if appropriate.
- The project breakdown showing subprojects (including separate contract bids), activities and tasks, products, public involvement, decision points, and resources (person hours or days and dollar amount) required and allocated to each elements of the work plan.
- The time-phases planned for completing the project.

Within one week following the submittal of the detailed work plan, the Contractor's representative will meet with CATA's Project Manager to review the components of the work plan and to finalize the direction of the project.

## 2-H Proposal Requirements

Proposals must include the following:

- Statement describing the Respondent's understanding of CATA's stated project and project objectives.
- Detailed description of Contractor's plan for implementing Statement of Work; Contractor's detailed technical work plan including such things as a description of tasks and proposed schedule/time line. *This is a discussion of the work details to be performed, not the firms experience in doing them.*
- Qualifications of the Primary Contractor and each sub-contractor. Include experience in similar projects and the results. Identify skills and qualifications of the firm.
- Qualifications of the key individuals from each firm assigned to the project. Discuss experience in similar projects, the role of key individuals placed on those projects, and certifications and qualifications of key individuals.
- Past experience on similar projects – up to 3 examples for the prime and each sub-contractor. Please state cost and durations of project.
- The Contractor's Quality Assurance Program and inspection processes which ensure accuracy and completeness.
- List the name of the individual responsible for quality assurance of this project and submit their qualifications.
- List three (3) references for each firm proposed to work on the project, including the firm submitting the proposal. The references should be from work completed on similar projects. The references must contain specific contact name, address, phone number, and email address for use in checking references.
- DBE and Small Business firms to be involved in the project and appropriate certificates.
- Statement of Agreement with CATA Standard Terms & Conditions and the RFP.

- Statement of compliance and agreement to continue compliance with Federal and State laws and regulations, including regulations of the Federal Transit Administration (“FTA”) and the Michigan Department of Transportation (“MDOT”). (Helpful Link: [http://www.fta.dot.gov/12831\\_6191.html](http://www.fta.dot.gov/12831_6191.html).)
- Detailed timeline for each task including key meetings and critical tasks.
- Detailed work plan including the number of separate construction contracts anticipated.
- Additional Information and Comment – include any other information that is believed to be pertinent, but not specifically asked for elsewhere.
- Cost proposals must be submitted in a separate, sealed envelope properly labeled on the front with the firm’s name and title “Cost Proposal”.
- A list of any work that is to be sub-contracted and a description of the qualifications of the prime Contractor and each sub-contractor on the team.
- An organizational chart of the Contractor and all sub-contractors.
- The name and telephone number of person(s) in the contractor’s organization authorized to negotiate/expedite the proposed contract with CATA.
- Executed “Buy America,” “Lobbying,” and “Debarment, Suspension and other responsibility matters” certificates.

## 2-I Cost of Project

Cost Proposals will include the following:

- Price Per Hour, by Person, service type, and task for each primary task
- Number of hours by person and by task for the respondent and each Contractor
- Any travel charges and expenses
- Any other charges
- Price to be provided in a single spread sheet by firm or Contractor, by task, by person, by hour, and by cost for all individuals working on this project
- Cost Proposals shall include a description of the payment processes that will be used to expedite quick and timely payment to subcontractors.

Payment for any contract entered into as a result of this RFP will be made not more frequently than monthly, in arrears. Payment to be made upon receipt and verification of the Contractor’s invoice for the previous month, along with confirmation of the receipt & acceptance of any required progress or other report, and proof of satisfactory work completion.

## SECTION 3: COMPLIANCE REQUIREMENTS

### 3-A FTA and MDOT Required Clauses

The Contractor will comply with all relevant procurement and contract requirements of the Federal Transit Administration (“FTA”) and the Michigan Department of Transportation (“MDOT”). See, for example, FTA Best Practices procurement Manual, Appendix A.1 and FTA Circular 4220.1F.

The website address of the Federal Transit Administration is [www.fta.dot.gov](http://www.fta.dot.gov).

The website address of the Michigan Department of Transportation is [www.michigan.gov.mdot](http://www.michigan.gov.mdot).

The Contractor shall furnish to CATA upon request, certificates of compliance with all such laws, rules and regulations. The Contractor shall, at its own expense, be responsible for obtaining all necessary permits and licenses required for performance of the Contract.

All contractual provisions required by MDOT or mandated by FTA as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. The Contractor shall not perform any act, fail to perform any act or refuse to comply with any CATA requests which would cause CATA or the Contractor to be in violation of FTA or MDOT terms and conditions.

### 3-B Disadvantaged Business Enterprises

Disadvantaged Business Enterprises (“DBE”) and Small Businesses are encouraged to respond to this RFP. Any applicable DBE firm’s certifications must be included in the proposal. Cost Proposals must list the amount and activity of service provided by the DBE firm or Small Business, as applicable. Information on becoming certified as a Disadvantaged Business Enterprise is available from Michigan Department of Transportation (“MDOT”) at the following website address: <http://mdot270.state.mi.us:8080/UCP/HomePageServlet>.

### 3-C Compliance with Laws

The Contractor shall comply with all federal, state, and local laws, ordinances, rules, regulations, and orders, including, but not limited to:

1. Motor Carrier Safety Act, 1963 P A 181, as amended.
2. Motor Bus Transportation Act, 1982, P A 432, as amended.
3. Rules and Regulations of the Department of Transportation may promulgate to accomplish the purpose of 1990 P A 339.
4. Motor Safety Carrier Regulations, being 49 CFR, Parts 387, 390-393, 395-397, and 399 including appendices C, D, E, and G.
5. Drug-Free Workplace Act of 1988.
6. Procedures for Transportation Workplace Drug Testing Progress, 49 CFR 40.
7. Physical Qualification Requirements of 49 CFR 391.41 to 391.49.
8. Debarment Certification per 49 CFR 29; Appendix D must be signed by Respondent and included in proposal submittal.

9. Surface Transportation Assistance act of 1982 ("Buy America Act"); Appendix E must be signed by Respondent and included in proposal submittal.
10. Lobbying Disclosure Act of 1985; Appendix F must be signed by Respondent and included in proposal submittal
11. Non-Discrimination Clause per 49 CFR, Part 26.
12. Prohibition of Discrimination per 1976 P A 453, Public Acts of 1976.

Upon request, Contractor shall furnish to CATA certificates of compliance with all such laws, rules and regulations. The Contractor shall, at its own expense, be responsible for obtaining all necessary permits and licenses required for performance outlined in this RFP.

Information regarding the regulations listed above may be obtained from the Federal Motor Carrier Safety Administration at [www.fmcsa.dot.gov/rulesregs/fmcsr/fmcsrguide.htm](http://www.fmcsa.dot.gov/rulesregs/fmcsr/fmcsrguide.htm).

### 3-D Ownership

All original documents, calculations, and work product produced by Contractor, whether produced on paper or electronic media or otherwise in performance of this Agreement, shall be the property of CATA. Contractor shall have the right to retain a copy of such documents, calculations, and work product. Contractor shall make available to CATA, the City of East Lansing, and Michigan State University copies of all Contractor correspondence, notes, and other papers relating to the work, upon request of CATA. All works of original authorship created in the scope of this Agreement are "works made for hire", as that term is used in connection with the U.S. Copyright Act. To the extent that by operation of law Contractor retains any intellectual property rights to any work product, Contractor hereby irrevocably assigns and licenses to CATA all right, title, and interest in such work product, including copyrights and patents, and agrees to execute such assignments and licenses as may be required in the opinion of CATA's legal counsel to confirm this provision. The work product produced by Contractor in the performance of services under this RFP is intended for use by CATA, East Lansing, and MSU solely for the purpose intended. Any use or reuse of such work product by CATA, East Lansing, and MSU for any purpose other than its intended purpose shall be at the sole risk of CATA, East Lansing, and MSU and without any liability or responsibility of Contractor. To the extent that the work product produced by Contractor contains standard design or construction details or other standardized material previously developed by Contractor in its professional architectural, engineering, and planning practices, then Contractor shall have the right to reuse any such material on other projects for other clients or persons without the prior knowledge or permission of CATA and without the payment of any compensation to CATA, provided that the reuse or continued use of such material contains no CATA identifying information or confidential information.

### 3-E News Releases

News releases pertaining to this RFP or the services, study, data, or project to which it relates will not be made without prior written CATA approval, and then only in accordance with the instructions from CATA's Executive Director.

### 3-F Audit and Inspection of Records

In the case of all negotiated contracts, and contracts for construction, reconstruction, or improvement of facilities and equipment which were entered into under other than competitive bidding procedures, the Contractor agrees that the grantee, the Comptroller General of the United States, or any of their duly authorized representative shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records, and accounts with regard to the project. Further, the Contractor agrees to maintain all required records for at least three (3) years after grantees make final payments and all other pending matters are closed.

### 3-G Complaints or Protests

CATA's Procurement Protest Procedures are available from CATA's Purchasing & Contracts Manager.

### 3-H Contractual Terms and Conditions

See attached CATA Standard Terms and Conditions for details. These are also available at [www.cata.org](http://www.cata.org).

## **APPENDICES –See Attached**

- Appendix A: CATA Standard Terms and Conditions
- Appendix B: Prohibition of Discrimination in State Contracts
- Appendix C: Assurances That Recipients and Contractors Must Make
- Appendix D: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- Appendix E: "Buy America" Provision
- Appendix F: Certificate Regarding Lobbying
- Appendix G: Proposal Certification

## APPENDICES

### Appendix A: CATA Standard Terms and Conditions

CAPITAL AREA TRANSPORTATION AUTHORITY

#### **NON-CONSTRUCTION STANDARD TERMS AND CONDITIONS OF PROCUREMENT**

A. THE FOLLOWING TERMS AND CONDITIONS WILL BE A PART OF THE CONTRACT AWARDED.

1. **CHANGES.** CATA, at any time, by a written order, and without notice to the sureties, may make changes within the general scope of this contract, in (a) drawings, designs or specifications where the supplies to be furnished are specifically manufactured for CATA in accordance therewith; (b) method of shipment or packing; and (c) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for performance of this contract, whether changed or not changed by such order, an equitable adjustment shall be made by written modification of the contract. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided that CATA, if it decides that the facts justify the action, may receive and act upon any such claim if asserted prior to dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
2. **TERMINATION FOR DEFAULT.** CATA, by written notice, may terminate the contract awarded on the basis of this proposal, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages, including the excess cost of reprocurring similar supplies or services, provided, that if (a) it is determined for any reason that the Contractor was not in default or, (b) the Contractor's failure to perform is without his control, fault or negligence, the termination shall be deemed to be a termination for convenience under the following Paragraph 3.
3. **TERMINATION FOR CONVENIENCE.** CATA, by written notice, may terminate the contract, awarded on the basis of this proposal, in whole or in part, when it determines it is in the best interest of CATA. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with its auditable cost incurred at the time of notification of termination. To the extent that the contract is for services and is so terminated, CATA shall be liable only for payment in accordance with the payment provisions of the contract for services rendered to the effective date of termination.
4. **ADDITIONAL INFORMATION.** The Contractor shall promptly furnish any additional information requested by CATA relative to the equipment it proposes.
5. **SUPPLIER RESPONSIBILITY.** No advantage shall be taken by the Contractor or its Subcontractor in the omission of any part or detail which goes to make the equipment complete and operable for use by CATA. In case of any variance, this specification shall overrule Contractor or Subcontractor specifications. The Contractor shall assume responsibility for all materials used whether the same is manufactured by the Contractor or purchased ready made from a source outside Contractor's company. In the case of the replacement of a Subcontractor, the Contractor must, within five (5) working days, notify CATA in writing of the replacement and provide name, address, telephone number, and the type of service.
6. **DELIVERY.** Service and/or equipment will be delivered to Capital Area Transportation Authority, 4615 Tranter Street, Lansing, Michigan 48910. The Authority will assume custody of all property at one of its other locations, if so directed, in writing by CATA.

- Invoices shall be furnished with the delivery of each item. CATA reserves the right to inspect all deliveries or services before acceptance.
7. BREACH OF CONTRACT. If the Contractor shall fail, refuse or neglect to comply with the terms of these contract conditions, such failure shall be deemed a total breach of contract and the Contractor shall be subject to legal recourse by CATA, plus costs relating to failure to comply.
  8. DISPUTES (AFTER BID AWARD). Except as otherwise provided in the contract, any dispute concerning a question of fact arising under the contract which is not disposed of by Contractor shall be decided by CATA in writing, with a copy mailed or otherwise furnished to the Contractor. The decision of CATA shall be final and conclusive unless within ten (10) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to CATA a written appeal addressed to the Executive Director for the determination of such appeal, which shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending a final decision of the dispute, the Contractor shall proceed diligently with the performance of the contract and in accordance with CATA's decision.
  9. DELIVERY EXTENSION AND DELAYS. CATA reserves the right to extend, postpone or reschedule delivery in case the delivery of service equipment, under this contract, shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason of any cause or circumstance beyond the control of the Contractor, as detailed in writing by the Contractor, the time of completion or a delivery shall be extended by a number of days to be determined in each instance by CATA.
  10. INSTALLATION. If specified, the Contractor shall install and place in operation, subject to approval by CATA, the equipment at the Contractor's expense within thirty (30) days from issuance of a notice to install issued by CATA.
  11. INSTALLATION EXTENSION AND DELAYS. CATA reserves the right to extend, postpone, or reschedule installation in case the installation of equipment under this contract shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason or cause or circumstances beyond the control of the Contractor. The time of completion or installation shall be extended by a number of days to be determined in each instance by CATA.
  12. ASSEMBLY. If required, the Contractor shall assemble the equipment of the installation.
  13. ACCESSORIES. The Contractor shall furnish all accessories required to permit CATA to operate the equipment as contemplated by the Authority. Accessories shall be included in the bid price.
  14. TRAINING. The Contractor shall properly train CATA personnel in the operation and maintenance of the equipment.
  15. SERVICE MANUAL AND WIRING SCHEMATIC. If specified, the Contractor will provide at least one copy of a service manual and at least one copy of a wiring schematic for individual components and other schematics and drawings.
  16. WARRANTY. The Contractor shall describe its policy or warranty(s) both on workmanship and material as applying to the equipment, along with the method or adjustment, and shall be further subject to warranty requirements of CATA as set forth in the following Paragraph 17.

17. CATA WARRANTY. The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable warranties the Contractor gives any customer for such equipment and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to CATA by any other clause of this contract. The Contractor shall state the warranty and supply with its bid.
18. INSURANCE. The Contractor shall place and maintain with responsible insurance carriers the following insurance. The Contractor shall deliver to CATA, upon request, certificates of insurance which shall provide thirty (30) days' written notice to be given to CATA in the event of cancellation. Contractor shall require all Subcontractors to maintain adequate insurance coverage.
- (a) Workers' Compensation and Employer's Liability Insurance.
- (1) Workers' Compensation in compliance with the applicable state and federal laws.
- (2) Employer's Liability. Limit \$1,000,000.
- (b) Commercial General Liability Insurance, including Professional Liability, Blanket contractual, XCU Hazards, Broad Form Property Damage, Completed Operations, and Independent Contractor's Liability, all applicable to Personal Injury, Bodily Injury and Property Damage to a combined single limit of \$1,000,000 each occurrence/claim, subject to a \$2,000,000 annual aggregate for Professional Liability, Completed Operations and Personal Injury other than Bodily Injury.
- (c) Automobile Liability Insurance, including owned, hired and non-owned automobiles, Bodily Injury and Property Damage, to a combined single limit of \$1,000,000 each occurrence.
19. INDEMNIFICATION. In addition to the protection afforded by any policy of insurance, the Contractor agrees to indemnify and save harmless CATA, the Michigan Department of Transportation ("MDOT"), the Federal Transit Administration ("FTA"), and all officers, agents, and employees thereof:
- (a) From any and all claims by persons, firms, or corporations for labor, materials, supplies, or services provided to the Contractor in connection with the Contractor's performance of the contract; and
- (b) From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation and response, and cleanup costs, and for attorney fees and related costs arising out of, under, or by reason of the Contractor's negligent performance of the contract.
- CATA will not be subject to any obligations or liabilities by Subcontractors of the Contractor or their Subcontractors or any other person not a party to this contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.
20. ACCEPTANCE OF MATERIAL - NO RELEASE. Unless CATA otherwise agrees in writing, acceptance of any portion of the material prior to final acceptance shall not release the Contractor from liability for faulty workmanship or materials or for failure to fully comply with all of the terms of this contract. CATA reserves the right and shall be at liberty to inspect all materials and workmanship at any time during the manufacturing process, and shall have the right to reject all materials and workmanship which do not conform with the contract requirements and specifications; provided, however, that CATA is under no duty to make such inspection and no inspection so made shall relieve Contractor from any

- obligation to furnish materials and workmanship in accordance with the contract requirements and specifications.
21. FINAL ACCEPTANCE. Upon final acceptance by CATA of all work to be performed by the Contractor, CATA will so notify the Contractor in writing. The date of final acceptance shall commence the warranty period.
  22. LIQUIDATED DAMAGES. If the Contractor fails to deliver the requirements by the date as set forth in the bid documents scheduled for delivery, CATA shall be paid damages for each consecutive calendar day thereafter until the goods are delivered, unless a completion date is extended by CATA in writing. Inasmuch as the amount of such damages will be extremely difficult to ascertain, the Contractor agrees to compensate CATA the sum of \$\_\_\_\_\_ per day, which sum is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages that CATA will suffer by reason of said delay and default and not as a penalty; and CATA shall have the right to deduct such sum from any amounts which may otherwise become due under contract.
  23. NO ASSIGNMENT OF CONTRACT. Contractor may not assign or transfer any interest in the contract without the prior written consent of CATA.
  24. DEFECTIVE WORKMANSHIP AND MATERIAL. When and as often as CATA determines that the work done or being done under the contract or the kind of quality or materials supplied in connection therewith are not fully and completely in accordance with any requirement of the contract documents, it may give notice of such noncompliance to the Contractor in writing and the Contractor shall immediately upon receipt of such notice do all things required to remedy such noncompliance without additional cost to CATA. If the Contractor fails to comply with such written notice, then CATA, upon written notice to the Contractor, shall deduct the cost of repair, replacement or correction of defective or damaged work from the compensation due or to become due to the Contractor.
  25. WAIVER OF BREACH. The waiver by either party hereto or any breach of any provision of this contract by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of this contract by either party hereto.
  26. OWNERSHIP OF DOCUMENTS. All original documents, calculations, and work product produced by CONTRACTOR, whether produced on paper or electronic media or otherwise in performance of this Agreement, shall be the property of CATA. CONTRACTOR shall have the right to retain a copy of such documents, calculations, and work product. CONTRACTOR shall make available to CATA copies of all CONTRACTOR correspondence, notes, and other papers relating to the work, upon request of CATA. All works of original authorship created in the scope of this Agreement are "works made for hire", as that term is used in connection with the U.S. Copyright Act. To the extent that by operation of law CONTRACTOR retains any intellectual property rights to any work product, CONTRACTOR hereby irrevocably assigns and licenses to CATA all right, title, and interest in such work product, including copyrights and patents, and agrees to execute such assignments and licenses as may be required in the opinion of CATA's legal counsel to confirm this provision. The work product produced by CONTRACTOR in the performance of services under this Agreement is intended for use by CATA solely for the purpose intended. Any use or reuse of such work product by CATA for any purpose other than its intended purpose shall be at the sole risk of CATA and without any liability or responsibility of CONTRACTOR. To the extent that the work product produced by CONTRACTOR contains standard design or construction details or other standardized material previously developed by CONTRACTOR in its professional architectural, engineering, and planning practices, then CONTRACTOR shall have the right to reuse any such material on other

projects for other clients or persons without the prior knowledge or permission of CATA and without the payment of any compensation to CATA, provided that the reuse or continued use of such material contains no CATA identifying information or confidential information.

27. EXCUSES FOR FAILURE TO PERFORM OR DELAYS. The Contractor will not be in default by reason of any failure in the performance of this contract, if such failure arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or the public enemy, acts of the government either in its sovereign or contractual capacity, fires, floods, and strikes. But in every case, a failure to perform must be beyond the control and without the fault or negligence of the Contractor or its Subcontractors. An excusable delay will permit the Contractor an extension of time for such reasonable period as may be mutually agreed upon between the parties.
- B. TERMS INCLUDED IN CONTRACTS FUNDED IN WHOLE OR PART BY FTA, MDOT, OR OTHER GOVERNMENTAL AGENCY.
1. NONDISCRIMINATION.
- (a) Compliance with Regulations. Contractor shall comply with Federal Regulations relative to nondiscrimination of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, and Title 23, Code of Federal Regulations, Part 710.405(b), as they may be amended from time to time (hereinafter referred to as the Regulations), and with Executive Order 11246 titled Equal Employment opportunity, as amended by Executive Order 11375, and as supplemented by Department of Labor Regulation (41 CFR 60) which are herein incorporated by reference and made a part of this contract. 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, Contractor agrees to comply with any implementing requirements FTA may issue.
- (b) Nondiscrimination. With regard to the work performed by it during this contract, Contractor shall not discriminate on the grounds of race, color, sex, disability, or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (c) In connection with the performance of services under this contract, Contractor agrees to comply with the State of Michigan provisions for "prohibition of discrimination in state contracts" as set forth in Appendix A dated March 19, 1998, a copy of which is attached hereto and made a part hereof.
- (d) This provision B.1 (a)-(d) will be included in all subcontracts relating to this contract. Further, each contract which Contractor signs with a Subcontractor must include the following assurance:
- The Contractor, Subrecipient, or Subcontractor shall not discriminate on the basis of race, color, national origin, creed, disability, 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 US DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a

material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

2. **DBE REQUIREMENTS.** Contractor will carry out the applicable requirements of the Michigan Department of Transportation's Disadvantaged Business Enterprise ("DBE") program and 49 CFR 26, including, but not limited to those requirements set forth in Appendix B, attached hereto and made a part hereof.
3. **CONTINGENT FEES.** The Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the Contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, CATA shall have the right to annul this contract without liability.
4. **RECORDS/AUDITS.** The Contractor shall maintain complete and accurate books, documents, papers, accounting records, and other evidence with respect to allowable costs incurred and manpower expended under this contract. All such records shall be maintained on the basis of generally-accepted accounting principles and shall be clearly identified and readily accessible. The Contractor shall provide access during regular business hours to authorized representatives of CATA to such data and records, and the right to inspect and audit all data and records of the Contractor relating to its performance under the contract, and to make transcripts therefrom as necessary to allow inspection of all work data, documents, proceedings, and activities related to this contract for a period of four (4) years from the date of final payment under this contract. In the event of a dispute as to allowable costs or any other issue under this contract, Contractor will thereafter continue to maintain such records until the dispute has been resolved.
5. **CONFLICT OF INTEREST.** The Contractor certifies that, to the best of its knowledge, no CATA employee or office of any public agency interested in this contract has any pecuniary interest in the business of the Contractor and that no person associated with the Contractor has any interest that would conflict in any manner or degree with the performance of this contract.
6. **INTEREST OF MEMBER OF CONGRESS OR DELEGATES TO CONGRESS.** No member of Congress or delegates to the Congress of the United States shall be admitted to any share or part of the contract, or to any benefit arising therefrom. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.
7. **DEBARMENT AND SUSPENSION.** Contractor agrees to comply, and assure the compliance by each of its Subcontractors at any tier, with the provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations on Debarment and Suspension at 49 CFR Part 29. Contractor shall furnish the Certificate of Compliance, as set forth in Appendix C, as a term and condition of the procurement.
8. **MDOT AND FTA TERMS.** All contractual provisions required by MDOT or mandated by FTA as set forth in FTA Circular 4220.1F, dated November 1, 2008, as amended, are hereby incorporated by reference. Anything to the contrary notwithstanding, all FTA mandated terms or MDOT mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CATA requests which would cause CATA to be in violation of the FTA terms and conditions.

9. COMPLIANCE WITH LAWS. The Contractor shall at all times observe and comply with all laws, ordinances, and regulations of the state, federal, local, and city government which may, in any manner, affect the performance of the contract.
10. CLEAN AIR.
  - (a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401, *et seq.* If state or local air pollution regulations are in force, the more restrictive criteria shall govern. The Contractor and any subcontractors or suppliers must submit evidence to CATA that the governing air pollution criteria will be met. Violations shall be reported to the Regional Office of the Environmental Protection Agency. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
  - (b) 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.
11. BUY AMERICA PROVISIONS. This procurement is subject to the FTA's Buy America Requirements in 49 CFR 661. *The attached certificate, entitled "Buy America" Provision (Appendix D), must be completed and submitted with the proposal as a term and condition of the procurement. Failure to fill out the certificate completely and return it with the proposal will render your proposal non-responsive.* A waiver from the Buy America Provision may be sought by the bidder if grounds for a waiver exist. Section 165a of the Surface Transportation Act of 1982 permits FTA participation on contracts only if steel and manufactured products used in the contract are produced in the U.S.A.
12. CERTIFICATION REGARDING LOBBYING. This procurement is subject to the Federal Transportation Administration Lobbying requirements. The attached certificate, entitled Certificate Regarding Lobbying (Appendix E), must be signed and returned as a term and condition of the procurement.
13. PREVAILING WAGE. Contractors must comply with the provisions of the Davis-Bacon Act, 1931 P A 403, as amended, as to payment by the contractor of wages prevailing in the area in which the work is performed.
14. BID BOND. As security for the acceptance of any construction contract, each bid submitted for award of a construction contract shall be accompanied by a bidder's bond or certified check in the amount of five percent (5%) of the bid drawn payable to the CATA. Such bid deposits of all bidders will be held by CATA until all bids submitted shall have been evaluated, and the bids have either been rejected in whole or in part, or the award of the Contract or Contracts has been made. The bid deposit of the successful bidder will be held until the Contract is duly executed. Bid deposits will be returned to unsuccessful bidder(s) upon award of the Contract. If the successful bidder to whom the Contract has been awarded refuses to execute the Contract within ten (10) calendar days, after Contract award, the amount of its bid deposit shall be forfeited to and retained by CATA as liquidated damages for such neglect or refusal, and ITP may proceed to place the order with another company.
15. PROTESTS. Any protests shall be filed timely in accordance with the CATA Procurement Protest Procedures dated July 13, 2007. These Procedures are available from the CATA Purchasing & Contracts Manager and the CATA CEO/Executive Director, at the following address: Capital Area Transportation Authority, 4615 Tranter Street, Lansing, MI 489109.

16. **PERFORMANCE & PAYMENT BONDS.** The successful bidder on a construction contract shall furnish at its own expense performance and payments bonds. These bonds shall be furnished to CATA within ten (10) calendar days after contract award. Bond requirements are as follows:
- A performance bond for construction contracts shall be payable to CATA in the amount of 100 percent (100%) of the full contract amount as a guarantee of good faith on behalf of the Contractor that the Contractor will perform all of its obligations under the contract.
- A payment bond shall be payable to CATA in the amount of 100 percent (100%) of the full amount of any construction contract to assure payment as required by law of all persons supplying labor and material in the execution of work provided for in the contract.
17. 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 Master Agreement between CATA 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.
18. The Purchaser and 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 Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. 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.
19. **FEDERAL CHANGES.** Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between CATA 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.
20. **NO OBLIGATION BY THE FEDERAL GOVERNMENT.**
- (a) CATA and Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to CATA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with the 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 provision.
21. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.**
- (a) The Contractor acknowledges that the provisions of the Program Fraud Civil Rights 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 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 authority of 49 U.S.C. § 5307, the Federal 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, or the applicable Federal law 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 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.

C. MISCELLANEOUS.

1. COMPUTATION OF TIME. In computing a period of time prescribed by these conditions, the following rules apply:
  - (a) "Day" means days of the week (e.g., Monday through Friday), not business days.
  - (b) The day of the act or event after which the designated period of time begins is not included.
  - (c) The last day of the period is included, unless it is a Saturday, Sunday, or legal holiday. In that event, the period runs until the end of the next day that is not a Saturday, Sunday or legal holiday.

- 2. NOTICE. All notices and other communications required under this Contract shall be given in writing, signed by an authorized representative, and be personally delivered or delivered by overnight courier or certified mail (return receipt requested) to the addresses set forth below:

To CATA: Ms. Sandra L. Draggoo  
CEO/Executive Director  
Capital Area Transportation Authority  
4615 Tranter Street  
Lansing, MI 48910

With a copy to: Dan W. Chandler, Esq.  
Chandler, Bujold & Chandler, PLC  
2855 Coolidge Hwy., Suite 109  
Troy, MI 48084

To Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 3. JURISDICTION. This Contract will be governed by the internal laws of the State of Michigan without reference to its choice of law rules. Exclusive jurisdiction and venue of any suit, action or claim relating to this contract will be in the Ingham County Circuit Court or the Federal District Court for the Western District of Michigan.
- 4. This contract constitutes the entire contract between the parties and supersedes all negotiations, commitments, and previous contracts and may be modified only by a further written contract which is executed by a duly authorized officer of each of the parties.

**APPENDIX B****PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract, Contractor agrees as follows:

1. In accordance with Act 453, Public Acts of 1976, Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. Contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. Contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. Contractor or its collective bargaining representative will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this appendix.
6. Contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. Contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as Contractor itself, and said Contractor will permit access to its books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that Contractor has not complied with the contractual obligations under this Agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare Contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until Contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom Contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. Contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

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**APPENDIX C****ASSURANCES THAT RECIPIENTS AND CONTRACTORS MUST MAKE**  
**(EXCERPTS FROM US DOT REGULATION 49 CFR § 26.13)**

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801, et seq.).

- B. Each contract Contractor signs with a subcontractor must include the following assurance:

The contractor, subrecipient, 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 US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**POLICY #204****DISADVANTAGED BUSINESS ENTERPRISE POLICY**

The Capital Area Transportation Authority ("CATA") is committed to a policy of non-discrimination in the conduct of its business, including the procurement of goods and services. CATA will take affirmative action to assure maximum practical opportunity for participation of Disadvantaged Business Enterprise ("DBE") in the performance of contracts financed in whole or in part with funds from the United States Department of Transportation, the Federal Transit Administration ("FTA"), the Michigan Department of Transportation ("MDOT"), or other state and federal agencies with DBE programs.


The Executive Director of CATA will annually set an overall goal or goals as a "level playing field" for the amount of DBE participation that can reasonably be expected in the absence of discrimination. This goal will be based on demonstrable evidence of ready, willing, and able DBEs that are available to participate in government assisted contracts. Affirmative action shall be consistent with sound procurement principles and applicable law.

This Policy Statement will be executed by the Executive Director and the Board Chair of CATA, and then circulated to all Department Directors, and Department Managers within the organization and circulated to contracting organizations, the state offices which administer programs, and DBE organizations. The Executive Director will give public notice of DBE goals, how the goals were determined, and contact information for public comment.

CATA's Purchasing Manager shall be the DBE liaison for CATA and will be responsible for administering the program. The DBE liaison will report to the Assistant Executive Director and shall have direct access to the Executive Director, as necessary. The DBE liaison will work with all directors and department managers to insure the effective functioning of CATA's DBE program.

The efforts and results of the entire staff will be reported to the Board through the Development Report of the Executive Director.

  
\_\_\_\_\_  
Sam Singh, Board Chair

  
\_\_\_\_\_  
Sandra L. Draggoo, CEO/Executive Director

Adopted: 2/9/84  
Amended: 6/27/84  
11/14/84  
3/15/89  
10/19/05

**APPENDIX D**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,**  
**INELIGIBILITY AND VOLUNTARY EXCLUSION**  
**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective Participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective Participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective Participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective Participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "primary", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective Participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective Participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A Participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A Participant may decide the method and frequency by which it determines the eligibility of its principals. Each Participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a Participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

49 CFR 29, Appendix C, includes attached Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters

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

The Primary Participant (applicant for an FTA grant to cooperative agreement or potential contractor for a major third party contract), \_\_\_\_\_, ("CONTRACTOR"), certifies to the best of its knowledge and belief, that it and its principals:

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

(If the Primary Participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this Certification, the Participant shall attach an explanation to this Certification).

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for 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 USC §§ 3801, et seq., are applicable thereto.

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

By: \_\_\_\_\_  
Signature and Title of Authorized Official

The undersigned chief legal counsel for Contractor, \_\_\_\_\_, hereby certifies that the Contractor has authority under federal, state, and local law to comply with the subject assurances and that the Certification above has been legally made.

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

By: \_\_\_\_\_  
Signature of Contractor's Attorney

Name, Address, and Phone  
of Contractor's Attorney: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Appendix E

**"BUY AMERICA" PROVISION**

This procurement is subject to the Federal Transit Administration "Buy America" Requirements in 49 CFR Part 661.

The "Buy America" Certificate below **must** be completed and submitted with your bid/proposal. A bid/proposal which does not include the Certificate or where both certificates are signed will be considered non-responsive.

A waiver from the "Buy America" provision may be sought by Capital Area Transportation Authority if grounds for the waiver exist.

In order to qualify as a domestic end-product, the cost of components produced in the United States must be 100% American made.

CERTIFICATE ONE:

BUY AMERICA CERTIFICATE

The bidder hereby certifies that it **WILL** comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, but it may qualify for an exception to the requirement pursuant to Section 165(b)(2) or (B)(4) of the Surface Transportation Assistance Act and regulations in 49 CFR Part 661.7.

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

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

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

CERTIFICATE TWO:

BUY AMERICA CERTIFICATE

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

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

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

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

## Appendix F

**CERTIFICATE REGARDING LOBBYING**

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS  
(To be submitted with each bid or offer exceeding \$100,000).

The undersigned Contractor 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 making lobbying contacts to 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 (as amended by "Government Wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (11/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 USC § 1601, et seq.).
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, 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 31 USC § 1352 (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 USC § 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 to 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 USC § 3801, et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name & Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

Appendix G - Proposal Certification  
for  
Capital Area Transportation Authority

RFP #2012-109 - East Lansing Multi Modal Station Design, Engineering, & Construction Administration

Respondent, by and through its authorized officer or representative certifies that the following information is complete and accurate:

- 1. Respondent operates and has submitted its proposal to the RFP as one or more of the following:

\_\_\_\_\_ Individual or Sole Proprietorship  
\_\_\_\_\_ Partnership  
\_\_\_\_\_ Joint Respondent or Joint Venture with \_\_\_\_\_  
\_\_\_\_\_ Corporation  
\_\_\_\_\_ Subsidiary of: \_\_\_\_\_  
\_\_\_\_\_ Limited Liability Company

- 2. Respondent address and contact information:

Name: \_\_\_\_\_  
Contact/Representative -  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Mailing Address (if different): \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Federal Employer Identification Number: \_\_\_\_\_

- 3. If the respondent's proposal is submitted with one or more joint respondents, attached is an executed Proposal Certification page for each joint respondent.
- 4. Respondent has reviewed the above identified RFP, including all amendments and clarifications posted by Capital Area Transportation Authority (if any), and accepts the terms and conditions of such RFP, subject to any specific exceptions made in respondent's proposal submitted herewith. Further, the undersigned representative is authorized to sign and submit this Proposal Certification and the proposal on behalf of the respondent.

Respondent: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_