

# **Capital Area Transportation Authority**

## ***CATA Multi-Modal Station Material Testing and Inspection Services***

### **Request for Proposal # 2013-110**

#### **SCHEDULE OF ACTIVITIES**

RFP Released:	July 2, 2013
Written Questions due to CATA:	July 12, 2013, 10a.m. EST (Eastern Standard Time)
Pre-Proposal Meeting (optional):	July 12, 2013, 10:00 a.m. EST, held at CATA Admin Office, 4615 Tranter Street, Lansing, Michigan 48910.
CATA's Responses to Written Questions released:	July 16, 2013
Number of Proposals & Due Date:	July 31, 2013 at 2:00 p.m. EST. Submit six (6) paper copies of the Qualifications Proposal and two (2) 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.
Proposed Contract Start Date:	August 9, 2013

**Issued July 2, 2013**

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Please also review the following Exhibits available at [www.cata.org](http://www.cata.org):

- Exhibit A: Soil Contamination Maps
- Exhibit B: Section 312000 Earthwork
- Exhibit C: IFB #2013 -107 Drawings
- Exhibit D: IFB #2013 -107 Project Manual
- Exhibit E: IFB #2013 -107 Addendum #1
- Exhibit F: Testing and Inspection Forms

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# Capital Area Transportation Authority

## *CATA Multi-Modal Station*

### *Material Testing and Inspection Services*

## Request for Proposal Project #2013-110

### 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:**

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 (“Owner”) 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 August 9, 2013 and continue until project completion.

## 1-F Type of Contract

This is a fixed price contract. CATA also reserves the right to expand or decrease service/use of the contract as conditions require.

## 1-G 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-H 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 Contractor attendance is not mandatory, interested Contractors are strongly encouraged to attend.

## 1-I 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 Contractor to the proposal must sign the proposal in ink and include the signed Proposal Certification (Appendix F) 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 #2013-110", 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-J 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-K 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-L Primary Contractor Responsibilities

CATA is seeking a testing and inspection firm as the prime 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 Contractor's must include DBE certifications 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 subcontractors' qualifications and the qualifications of the key individuals assigned to this project.

## 1-M Other Duties Assigned by CATA

The Contractor will submit in the proposal their qualification and approach to complete “Task Order 1” as outlined in the Scope of Work. In addition, the Contractor will describe their qualification and approach to all other testing and inspection work outlined in “Possible Additional Work”. CATA has not completed the design and engineering for Phase 2 of the CATA Multi Modal Station to include, but not be limited to, the construction of the station, utility work, parking lot, roadway, boarding areas, landscaping, final grade, sidewalk and bikeways. Once the final design and engineering has been completed, CATA will issue a Scope of Work for “Task Order 2” which will be issued to the selected Contractor to respond with a proposal and associate costs in response to the Scope of Work based on the costs outlined in the Proposal submitted in response to RFP #2013-110.

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, CATA will issue a Scope of Work for the Task Order. The Contractor will provide a response to the Scope of Work 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. A review of the overhead and fee will be negotiated for each Task Order. Contractor will not be compensated for other duties that are not authorized by task order.

## 1-N 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, thoroughness of information, and approach to Statement of Work 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’ reference checks from the prime Contractor and any named subcontractors, including previous work on similar projects, qualifications, technical experience, education, and training as outlined in the proposal through examples of similar work.

**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 reference checks, and experience involving environmental, remediation, structural testing, and roadway/ pavement testing multi modal projects. The primary Contractor will also be evaluated on its past experience in managing subcontractor relationships.

**Quality Assurance Methods and Processes.** Contractors must demonstrate established quality assurance methods and measurement procedures, as well as 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 the work assigned to the Contractor on time and on budget. This must include specifics on how to ensure timeliness of work and reporting, 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.

CATA will establish a committee to evaluate all proposals. Those responsible Contractor's 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, negotiation, 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-O 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 Contractor 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.

## 1-P Pricing and Payment

This is a fixed-price contract for Task Order 1 and, as issued, each Task Order under this contract. To assist in understanding the level of effort and associated costs, the cost proposal, equal to 100% of total cost for Task Order 1 and a basis for costs related to work under "Possible Additional Work", must include the following in a legible format with a font size of at least 8:

- Straight-time direct labor cost per hour, by person by service task, listed in U.S. Dollars (USD);
- Number of service hours by person, by task, for each firm;
- Any travel charges, by person, by task, listed USD;
- Any other expenses, allocated by person, by task or by hours, listed in USD;
- Overhead percentage of total cost, and cost in USD, allocated by hours;

- Profit Fee percentage of total cost, and cost in USD;
- Pricing proposal to be provided in a single spreadsheet listed by person, by task to equal 100% of total cost for Task Order 1.
- The basis for costs associated with work covered under “Possible Additional Work” must be included in cost sheet and laid out separate from the work to be completed under Task Order 1. This can be submitted on a separate cost sheet.

The Contractor must provide a certified audit of their overhead percentage. The overhead percentage should be appropriate for the level of effort for this project against the effort necessary for Task Order 1. The Contractor’s overhead rate must comply with the requirements of the Federal Acquisition Regulations (“FAR”) system. Include detailed information supporting overhead calculation, specific other expenses elements, and travel cost elements

The Contractor must use mileage and per diem rates established through federal guidelines and IRS regulations.

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 2: STATEMENT OF WORK

### 2-A Background

The new CATA Multi Modal Station project (“Project”) located at Harrison and Trowbridge Roads in East Lansing, MI is estimated to have a total construction value in the range of \$5,000,000 to \$5,500,000. This funding includes grants from the U.S. Department of Transportation through the Federal Transit Administration (FTA) and from Michigan Department of Transportation (MDOT), and a long-term ground lease of the property from MSU.

The total project will include:

- Demolition of four existing buildings located at the site, at 1240 South Harrison Road, East Lansing, Michigan, 48823. Utility relocation, site preparation, and environmental remediation.
- Construction of a new multi-modal facility, which is currently under design, and planned to be in the range of 7,000 and 10,000 square feet in area.
- Construction of a new parking lot, which will accommodate approximately 150 parked vehicles.
- Construction of a covered waiting area for Amtrak passengers.
- Construction of covered bus boarding areas.
- Installation and relocation of underground site utilities.
- Construction of pathways and way-finding.
- Landscaping.
- Other facility and site improvements associated with the project.

### 2-B Objectives of the Project

The objective of this project is to provide material and soil testing and inspection services to verify that the materials and soils placed on the project site meet the requirements of the total project specifications. Material testing and inspection will be required for the following construction operations:

Testing and inspection of:

- Backfill
- Concrete for foundations and pavement

- Structural steel
- Concrete masonry units
- Hot mix asphalt pavement
- Soil analysis testing

## 2-C Scope of Work

### TASK ORDER 1

Task Order 1 shall include all Testing and Inspection work associated with the following:

1. Backfill and compaction of the excavation required for soil remediation of existing contaminated soils in the areas directly below and surrounding the existing Amtrak station building.
  - All earth moving activities shall be performed by a contractor under a separate contract, to be engaged by Michigan State University (MSU).
  - Scope of testing and inspection includes that associated with earthwork backfill, compaction, and soil material analysis.
  - The limits of the excavation shall be as required to complete all soil remediation activities. Exact limits and depth will be determined in the field by MSU's contractor.
  - The attached **Exhibit A "Soil Contamination Maps"** represents the approximate areas and depths of contaminated soils that are anticipated to be encountered on the site, based on information available at this time.
  - The attached **Exhibit B "Section 312000 Earthwork"** is the technical specification section provided to MSU's Contractor describing the requirements for earthwork.
2. Backfill and compaction for all work associated with **"Building Demolition and Site Clearing Project", CATA IFB #2013-107**.
  - All earth moving activities shall be performed by a contractor under a separate contract, to be engaged by CATA.
  - Scope of testing and inspection includes that associated with earthwork backfill, compaction, and soil material analysis.
  - The attached **Exhibit C "IFB #2013-107 DRAWINGS"** are the drawings associated with Task Order 1 of this project.
  - The attached **Exhibit D "IFB #2013-107 PROJECT MANUAL"** are the specifications associated Task Order 1 of this project.
  - The attached **Exhibit E "IFB #2013-107 ADDENDUM"** is Addendum No. 1 associated with Task Order 1 of this project.

### POSSIBLE ADDITIONAL WORK

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SECTION 014535 – STRUCTURAL INSPECTIONS AND TESTING

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## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

- A. Section Includes:
  - 1. Project requirements for Structural Inspections and Testing. Owner shall provide an independent testing firm or firms to perform structural inspections and testing for the structural components as specified. Work shall be in addition to and independent of the Contractor's quality control tests, inspections and inspectors.

### 1.3 REFERENCES

- A. The publications listed below form a part of this specification and are referred to within the text by the basic designation only.
  - 1. ACI 318 "Building Code Requirements for Structural Concrete and Commentary"
  - 2. ACI 530/530.1 "Building Code Requirements and Specification for Masonry Structures and Related Commentaries"
  - 3. ANSI/AISC 341 "Seismic Provisions for Structural Steel Buildings"
  - 4. ANSI/AISC 360 "Specification for Structural Steel Buildings"
  - 5. ASCE 7 "Minimum Design Loads for Buildings and Other Structures"
  - 6. ASTM A435/A435M "Standard Specification for Straight-Beam Ultrasonic Examination of Steel Plates"
  - 7. ASTM A615/A615M "Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement"
  - 8. ASTM A898/A898M "Standard Specification for Straight Beam Ultrasonic Examination of Rolled Steel Structural Shapes"

### 1.4 DEFINITIONS

- A. Continuous Structural Inspection: Continuous structural inspection is the full time observation of the work by the Structural Inspector present in the work area whenever work is being performed.
- B. Periodic Structural Inspection: Periodic structural inspection is the intermittent observation of the work by a Structural Inspector present in the work area while work is being performed. The intermittent observation periods shall be: at times of significant work, recurrent over the complete work period, and total at least 25 percent of the total work time.
- C. Structural Inspector: The individual or firm responsible for managing and coordinating the inspection and testing program. The structural inspector is responsible for collecting reports from inspection and testing agencies, submits interim and final reports to the Owner and Structural Engineer of Record, verifies construction is in compliance with the Contract Documents, as supplemented by shop drawings and other submittals. The Structural Inspector is a person or firm employed by the Owner and approved by the Structural Engineer of Record as being qualified by knowledge and experience to perform the

Structural Inspection for the category of work being constructed. Structural Inspectors perform their duties independent from the construction quality control staff employed by the Contractor.

## 1.5 QUALIFICATIONS

- A. Where indicated elsewhere, the following qualifications are defined as follows:
1. PE/SE – A licensed professional or structural engineer specializing in the design of building structures.
  2. GE – A licensed professional engineer specializing in soil mechanics and foundations.
  3. CFTT – ACI Concrete Field Testing Technician – Grade I
  4. CCI – ACI Concrete Construction Special Inspector
  5. LTT – ACI Concrete Laboratory Testing Technician – Grade I & II or Level 1 & 2
  6. STT – ACI Concrete Strength Testing Technician
  7. CWI – AWS Certified Welding Inspector
  8. SSI – AWS/AISC Certified Structural Steel Inspector
  9. ASNT – American Society of Non-Destructive Testing Technician – Level II or III
  10. SMSI – ICC Structural Masonry Special Inspector
  11. SWSI – ICC Structural Steel and Welding Special Inspector
  12. PCSI – ICC Prestressed Concrete Special Inspector
  13. RCSI – ICC Reinforced Concrete Special Inspector
  14. CT – NICET Concrete Technician Levels I, II, III & IV
  15. ST – NICET Soils Technician – Levels I, II, III & IV
  16. GET – NICET Geotechnical Engineering Technician – Levels I, II, III & IV

## 1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data:
1. Structural Inspector
    - a. Certification attesting that the Structural Inspector is qualified by knowledge and experience to perform the specified Structural Inspections. Information, which provides evidence of the knowledge and experience necessary to qualify a person or firm as a Structural Inspector for the category of work being certified.
    - b. Use a Structural Inspector to perform Structural Inspections required by this section. More than one Structural Inspector may be required to provide the varied knowledge and experience necessary to adequately inspect all of the categories of work requiring Structural Inspection.
- B. Schedule of Inspection and Testing Agencies
1. Include scope of testing services provided by each Agency employed.
- C. Field quality-control reports
- D. Quality Control Plan
1. Include a certificate indicating that the plan meets the content specified in this section with plan submittal.
  2. A list of all items that require quality control Structural Inspection and testing, including the type, frequency, extent, and duration of the structural inspection for each item on this list.
  3. A list of all items that require quality control testing, including the type and frequency of testing for each item on this list.

- 
4. The content, distribution, and frequency of structural inspection reports.
  5. The content, distribution, and frequency of testing reports.
  6. The procedures, controls, and people used within the Contractor's organization to develop, sign, and distribute Structural Inspection and Testing reports along with the position title and pertinent qualifications of all Contractor personnel involved.
- E. Certificate of Compliance – to be submitted by an approved fabricator where the structural inspection requirements have been waived.
- F. Quality Assurance Plan
1. Each Contractor responsible for the construction of any component of the lateral force resisting system shall submit a written statement of responsibility to the Structural Engineer of Record and the Owner prior to the commencement of work.
  2. Written plan shall acknowledge awareness of the structural inspection and testing requirements contained in this specification.
  3. Elements of the Lateral Force Resisting System consist of the following:
    - a. Roof deck and its connections to supporting members.
    - b. Floor deck and its connections to supporting members.
    - c. Roof and Floor diaphragm collectors/drag struts and their connections (generally consists of the framing elements in line with the shear walls, moment frames or braced frames below)
    - d. Shear wall sheathing, fasteners, connections, anchors, end posts, chords and foundations.
    - e. Braced frames and their connections, anchorage and foundations.
    - f. Moment frames and their connections, anchorage and foundations.

## PART 2 - PRODUCTS

Not Used

## PART 3 - EXECUTION

- 3.1 STATEMENT OF STRUCTURAL INSPECTIONS – Structural inspection and testing shall be performed on all structural elements whether constructed or fabricated on-site or off-site. For elements fabricated off-site at an approved manufacturing facility the following requirements may be waived, subject to approval by the Structural Engineer of Record. At completion of fabrication, the approved fabricator shall submit a certificate of compliance to the Structural Engineer of Record stating that the work was performed in accordance with the Contract Documents.
- A. Soils
1. The following items require periodic inspection
    - a. Verify materials below shallow foundations are adequate to achieve the design bearing capacity indicated in the geotechnical report.
    - b. Verify excavations are extended to proper depth and have reached proper material.
    - c. Perform classification and testing of compacted fill materials
    - d. Prior to placement of compacted fill, observe subgrade and verify that the site has been properly prepared.
  2. The following item requires continuous inspection
    - a. Verify use of proper materials, densities and lift thicknesses during placement and compaction of compacted fill.

- 
- b. Qualifications: The inspection and testing work may be performed by an ST, or GET as appropriate, however all reports shall be reviewed by a GE prior to submittal of reports to the Special Inspector.
- B. Reinforcing Steel
- 1. Inspection of Reinforcing Steel
    - a. Verify size, spacing, cover, positioning, condition and grade of reinforcing steel. Confirm locations are within stated tolerances.
    - b. Verify bars are free of form oil or other deleterious materials.
    - c. Inspect bar laps and mechanical splices.
    - d. Verify bars are adequately tied and supported on chairs or bolsters
    - e. Periodic inspection
    - f. Qualifications: CCI or RCSI
  - 2. Inspection of welded reinforcing steel
    - a. Verify material conforms to ASTM A706 or material testing has been performed to confirm weldability of the material.
    - b. Visual inspection of all welds
    - c. Continuous inspection
    - d. Qualifications: CWI
- C. Cast-in-Place Concrete
- 1. Structural Inspection is not required for
    - a. Isolated spread concrete footings for buildings three stories or less (above grade) supported by earth or rock.
    - b. Walls with continuous concrete strip footings supporting light framed construction for buildings three stories or less (above grade) supported by earth or rock.
    - c. Nonstructural concrete slabs supported directly by ground
    - d. Concrete patios, driveways and sidewalks on grade.
  - 2. Mix Design
    - a. Verify concrete batch ticket matches indicated use.
    - b. Confirm all specified material tests are performed and test specimens are properly stored.
    - c. Continuous inspection
  - 3. Anchor rod installation
    - a. Verify proper anchor size, grade, embedment and orientation.
    - b. Verify template used if required by Contract Documents and all anchors properly secured prior to concrete placement.
    - c. Continuous inspection
  - 4. Concrete Placement
    - a. Verify forms are the correct size and properly supported.
    - b. Verify ground is not frozen
    - c. Verify all embedded items are located in accordance with the approved drawings.
    - d. Verify that concrete conveyance and depositing avoids segregation or contamination.
    - e. Verify concrete is properly consolidated
    - f. Periodic Inspection
  - 5. Maintenance of curing temperature and techniques
    - a. Verify proper hot and cold weather procedures are followed
    - b. Verify proper application of curing technique and length of cure
    - c. Periodic inspection. Inspection to be increased to continuous during Hot and Cold weather procedures.
    - d. Qualifications: All cast-in-place concrete inspections shall be by CT, CCI or RCSI

- 
- D. Concrete Masonry – Inspection and testing to be in accordance with Level 1 requirements.
1. Preconstruction testing and inspection
    - a. Verify compressive strength (f'm) by the unit strength method.
    - b. Compressive strength test reports for the individual masonry units shall be performed within 6 months of the start of the concrete masonry work.
    - c. Periodic inspection. Although work is indicated as periodic, all materials proposed for this project shall be tested and verified prior to start of any concrete masonry work.
  2. As construction begins
    - a. Verify proportions of site-prepared mortar
    - b. Verify construction of mortar joints
    - c. Verify location of reinforcement and connectors
    - d. Periodic inspection
  3. During Construction
    - a. Verify size and location of structural elements and control joint.
    - b. Verify type, size and location of anchors and anchorage of masonry to structural members, frames or other construction.
    - c. Verify size, grade, position, embedment and/or lap length of reinforcement.
    - d. Verify preparation, construction and protection of masonry during cold or hot weather.
    - e. Observe the preparation of any required grout specimens, mortar specimens and/or prisms
    - f. Periodic inspection.
  4. Prior to grouting
    - a. Verify grout space is clean.
    - b. Verify reinforcement and embed items are properly located and supported.
    - c. Verify proportions of site-prepared grout or proper mix design for grout provided from batch plant
    - d. Periodic inspection.
  5. Observe the preparation of any required grout specimens, mortar specimens and/or prisms
  6. Qualifications: All concrete masonry inspections by SMSI.
- E. Concrete Masonry – Inspection and testing to be in accordance with Level 2 requirements
1. Preconstruction testing and inspection
    - a. Verify compressive strength (f'm) by the unit strength method.
    - b. Compressive strength test reports for the individual masonry units shall be performed within 6 months of the start of the concrete masonry work.
    - c. Verify proportion of materials in premixed or preblended mortar and grout as delivered to the site.
    - d. Periodic inspection. Although work is indicated as periodic, all materials proposed for this project shall be tested and verified prior to start of any concrete masonry work.
  2. As construction begins
    - a. Verify proportions of site-prepared mortar and grout
    - b. Verify placement of masonry units and construction of mortar joints
    - c. Verify location of reinforcement and connectors
    - d. Periodic inspection
  3. During Construction
    - a. Items requiring periodic inspection include:
      - 1) Verify size and location of structural elements.
      - 2) Verify size, grade, position, embedment and/or lap length of reinforcement.
      - 3) Observe the preparation of any required grout specimens, mortar specimens and/or prisms

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- 4) For every 5,000 ft<sup>2</sup> during construction verify compressive strength of the concrete masonry construction by the unit strength method.
  - b. Items requiring continuous inspection include:
    - 1) Verify type, size and location of anchors and anchorage of masonry to structural members, frames or other construction.
    - 2) Verify preparation, construction and protection of masonry during cold or hot weather.
    - 3) Verify grout space is clean prior to grout placement and observe placement of grout.
    - 4) Verify reinforcement and embedded items are properly located and supported.
    - 5) Verify proportions of site-prepared grout or proper mix design for grout provided from batch plant
    - 6) Observe the preparation of any required grout specimens, mortar specimens and/or prisms
  4. Qualifications: All concrete masonry inspections by SMSI.
- F. Structural Steel
1. Material verification of high-strength bolts, nuts and washers.
    - a. Verify identification marks to conform to ASTM standards
    - b. Periodic inspection
    - c. Qualifications: SSI or SWSI
  2. Inspection of high-strength bolting:
    - a. Snug-tight joints
      - 1) Verify the connected materials have been drawn together and properly snugged.
      - 2) Periodic inspection
    - b. Pretensioned and slip-critical joints
      - 1) Observe the preinstallation testing and calibration procedures.
      - 2) Determine that all plies of connected materials have been drawn together and properly snugged.
      - 3) Monitor the installation of bolts to verify that the selected procedure for installation is properly used to tighten bolts.
      - 4) Periodic inspection required for bolts using turn-of-nut with matchmarking, twist-off bolts or direct tension indicators.
      - 5) Continuous inspection required for bolts using turn-of-nut without matchmarking and the calibrated wrench method.
    - c. Qualifications: SSI or SWSI
  3. Material verification of structural steel
    - a. Identification marks to conform to ASTM standards
    - b. Periodic inspection
  4. Material verification of weld filler materials
    - a. Identification marks to conform to AWS specifications
    - b. Periodic Inspection
  5. Inspection of welding operations for structural steel and cold-formed metal deck
    - a. Review materials, welding procedures and qualifications of welders prior to the start of any work.
      - 1) The structural inspector need not be continuously present during welding for the following operations:
        - a) Single-pass fillet welds <5/16 inch
        - b) Floor and roof deck welds
        - c) Welding of stairs and railing systems
      - 2) Complete and partial joint penetration groove welds, multi-pass fillet welds, single-pass fillet welds >5/16 inch, plug and slot welds
        - a) Visually inspect welds

- b) Inspect pre-heat, post-heat and surface preparation between passes.
      - c) Verify size and length of fillet welds
      - d) Inspect all complete joint penetration welds with ultrasonic testing
      - e) Continuous inspection
    - 3) Single-pass fillet welds  $\leq 5/16"$ , floor and roof deck welds
      - a) Visually inspect size, length and quality of weld.
      - b) Periodic inspection
    - 4) Shear connectors and headed studs
      - a) Inspect size, number, positioning and welding
      - b) Inspect for full 360 degree flash.
      - c) Ring test all connectors with a 3 pound hammer
      - d) Bend test all questionable studs to 15 degrees
      - e) Continuous inspection except that the inspector need not be present while stud installation is being performed.
    - 5) Qualifications: CWI and ANST
  - 6. Structural Details
    - a. Verify compliance with the details shown on the Contract Documents.
    - b. Periodic inspection
    - c. Qualifications: SSI or SWSI
- G. Cold-Formed Metal Framing
  - 1. Roof Diaphragms, Shear Walls and Collectors/Drag Struts
    - a. Verify sheathing grade and thickness
    - b. Verify nominal size, grade and species of framing members
    - c. Verify fastener type, size, length and spacing and fastener pattern
    - d. Verify screws, bolting, anchoring or other fastening of components including drag struts, braces and tie-downs.
    - e. Periodic inspection
  - 2. Cold-formed metal trusses
    - a. For trusses spanning 60 feet or more verify that the temporary bracing and the permanent bracing are installed in accordance with the truss submittal package.
    - b. Continuous inspection

### 3.2 TESTING

- A. The structural inspector shall be responsible for verifying that the testing requirements as specified in the following sections are performed by an approved testing agency and are in compliance with the project requirements.
- B. Cast-in-Place Concrete
  - 1. Inspections:
    - a. Steel reinforcement placement.
    - b. Headed bolts and studs.
    - c. Verification of use of required design mixture.
    - d. Concrete placement, including conveying and depositing.
    - e. Curing procedures and maintenance of curing temperature.
      - 1) Cold-Weather Protection-At least once each shift and once per day on non-work days, an inspection shall be made of all areas subject to cold-weather protection. Any deficiencies shall be noted, corrected, and reported.
    - f. Verification of concrete strength before removal of shores and forms from beams and slabs.
    - g. Mixer Uniformity

- 1) Stationary Mixers. Prior to the start of concrete placing and once every 6 months when concrete is being placed, or once for every 75,000 cubic yards of concrete placed, whichever results in the shortest time interval, uniformity of concrete mixing shall be determined in accordance with ASTM C 94/C 94M.
  - 2) Truck Mixers. Prior to the start of concrete placing and at least once every 6 months when concrete is being placed, uniformity of concrete mixing shall be determined in accordance with ASTM C 94/C 94M. Select the truck mixers randomly for testing. When satisfactory performance is found in one truck mixer, the performance of mixers of substantially the same design and condition of the blades may be regarded as satisfactory.
  - 3) Mixer Uniformity Corrective Action. When a mixer fails to meet mixer uniformity requirements, either the mixing time shall be increased, batching sequence changed, batch size reduced, or adjustments shall be made to the mixer until compliance is achieved.
2. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
- a. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. (76 cu. m) or fraction thereof of each concrete mixture placed each day.
    - 1) When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
  - b. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
  - c. Air Content: ASTM C 231, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
  - d. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F (4.4 deg C) and below and when 80 deg F (27 deg C) and above, and one test for each composite sample.
    - 1) The temperature of the concrete as delivered shall not exceed 90 degrees F. When the ambient temperature during placing is 40 degrees F or less, or is expected to be at any time within 6 hours after placing, the temperature of the concrete as delivered shall be between 55 and 75 degrees F.
  - e. Unit Weight: ASTM C 567, fresh unit weight of structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
  - f. Compression Test Specimens: ASTM C 31/C 31M.
    - 1) Cast and laboratory cure two sets of two standard cylinder specimens for each composite sample.
  - g. Compressive-Strength Tests: ASTM C 39/C 39M; test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.
    - 1) A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.
  - h. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa).

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- i. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
  - j. Nondestructive Testing: Windsor Probe may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
  - k. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Architect.
  - l. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
  - m. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.
3. Measure floor and slab flatness and levelness according to ASTM E 1155 (ASTM E 1155M) within 72 hours of finishing.
- C. Concrete Unit Masonry
1. Inspections: Level B special inspections according to the "International Building Code."
    - a. Begin masonry construction only after inspectors have verified proportions of site-prepared mortar.
    - b. Place grout only after inspectors have verified compliance of grout spaces and of grades, sizes, and locations of reinforcement.
    - c. Place grout only after inspectors have verified proportions of site-prepared grout.
  2. Testing Prior to Construction: One set of tests.
  3. Testing Frequency: One set of tests for each 5000 sq. ft. (464 sq. m) of wall area or portion thereof.
  4. Concrete Masonry Unit Test: For each type of unit provided, according to ASTM C 140 for compressive strength.
  5. Mortar Aggregate Ratio Test (Proportion Specification): For each mix provided, according to ASTM C 780.
  6. Grout Test (Compressive Strength): For each mix provided, according to ASTM C 1019.
- D. Structural Steel Framing
1. Bolted Connections: Bolted connections will be inspected according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
  2. Welded Connections: Field welds will be visually inspected according to AWS D1.1/D1.1M.
    - a. In addition to visual inspection, field welds will be tested and inspected according to AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:
      - 1) Liquid Penetrant Inspection: ASTM E 165.
      - 2) Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration will not be accepted.
      - 3) Ultrasonic Inspection: ASTM E 164.

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- 4) Radiographic Inspection: ASTM E 94.
  3. In addition to visual inspection, test and inspect field-welded shear connectors according to requirements in AWS D1.1/D1.1M for stud welding and as follows:
    - a. Perform bend tests if visual inspections reveal either a less-than-continuous 360-degree flash or welding repairs to any shear connector.
    - b. Conduct tests on additional shear connectors if weld fracture occurs on shear connectors already tested, according to requirements in AWS D1.1/D1.1M.
  4. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.
- E. Steel Joist Framing
1. Visually inspect field welds according to AWS D1.1/D1.1M.
    - a. In addition to visual inspection, test field welds according to AWS D1.1/D1.1M and the following procedures, as applicable:
      - 1) Liquid Penetrant Inspection: ASTM E 165.
      - 2) Magnetic Particle Inspection: ASTM E 709.
      - 3) Ultrasonic Testing: ASTM E 164.
      - 4) Radiographic Testing: ASTM E 94.
  2. Visually inspect bolted connections.
  3. Correct deficiencies in Work that test and inspection reports have indicated are not in compliance with specified requirements.
  4. Perform additional testing to determine compliance of corrected Work with specified requirements.
- F. Steel Decking
1. Field welds will be subject to inspection.
  2. Testing agency shall report inspection results promptly and in writing to Contractor and Architect.
  3. Remove and replace work that does not comply with specified requirements.
  4. Additional inspecting, at Contractor's expense, will be performed to determine compliance of corrected work with specified requirements.
- G. Cold-Formed Metal Framing
1. Field and shop welds will be subject to testing and inspecting.
  2. Testing agency will report test results promptly and in writing to Contractor and Architect.
  3. Remove and replace work where test results indicate that it does not comply with specified requirements.
  4. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- H. Earth Moving
1. Inspect and test Sub-grades, each Fill or Backfill layer (8" lift thickness), the sub base, and the base course. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.
  2. Excavation Sub-grade: At excavation Sub-grades, at least one test of each soil stratum will be performed to verify compaction. Subsequent verification and approval of other footing Sub-grades may be based on a visual comparison of Sub-grade with tested Sub-grade when approved by Owners Representative.
  3. Test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations, frequencies, and each Fill and Backfilled layer:
    - a. General excavation areas
      - 1) At sub-grade and at each compacted Fill and Backfill layer, at least one test for every 1,000 sq. ft.

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- b. Under Paved Areas
    - 1) Each compacted sub base and base course layer, at least one test per every 1,000 sq. ft.
  - c. Under Utility Trenching
    - 1) At sub-grade and at each compacted Fill and Backfill layer, at least one test for every 50 linear feet.
  - d. Lift Thickness: each lift thickness shall not be greater than 8-inches in depth.
4. When testing agency reports that Sub-grades, Fills, Backfills, Sub Base, or Base have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; re-compact and retest until specified compaction is obtained. Tests shall be performed by an independent testing agency.
- I. Soil Analysis: For each unamended soil type, furnish soil analysis and a written report by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; deleterious material; pH; and mineral and plant-nutrient content of the soil.
    1. Testing methods and written recommendations shall comply with USDA's Handbook No. 60.
    2. The soil-testing laboratory shall oversee soil sampling, with depth, location, and number of samples to be taken per instructions from Architect. A minimum of three representative samples shall be taken from varied locations for each soil to be used or amended for planting purposes.
    3. Report suitability of tested soil for turf growth.
      - a. Based on the test results, state recommendations for soil treatments and soil amendments to be incorporated. State recommendations in weight per 1000 sq. ft. (92.9 sq. m) or volume per cu. yd. (0.76 cu. m) for nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory planting soil suitable for healthy, viable plants.
      - b. Report presence of problem salts, minerals, or heavy metals, including aluminum, arsenic, barium, cadmium, chromium, cobalt, lead, lithium, and vanadium. If such problem materials are present, provide additional recommendations for corrective action.

### 3.3 REPORTING AND COMPLIANCE PROCEDURES

- A. Structural tests and inspections shall be prepared and submitted on forms similar to the examples attached at the end of this section.
- B. If testing and inspection identifies failures of performance suitable for certification, the Engineer of Record, Architectural Consultant, General Contractor, and Owner must be notified immediately. Corrective action should be determined in conjunction with the Engineer of Record and Owner. Once corrected, retesting or inspection must be completed until certification can be obtained.
- C. On the final day of each month, furnish to the Structural Engineer of Record and the Owner copies of the combined progress reports of the structural inspector's observations listing all structural inspections of construction or reviews of testing performed during that month, noting all uncorrected deficiencies, and describing the corrections made both to these deficiencies and to previously reported deficiencies. Each monthly report shall be signed by all structural inspectors who performed structural inspections of construction or reviewed

testing during that month, regardless of whether they reported any deficiencies. Each monthly report shall be signed by the Contractor.

- D. At completion of construction, each structural inspector shall prepare and sign a final report attesting that all work they inspected and all testing and test reports they reviewed were completed in accordance with the approved construction documents and that deficiencies identified were satisfactorily corrected. Submit a combined final report containing the signed final reports of all the structural inspectors. Sign the combined final report attesting that all final reports of structural inspectors who performed work to comply with these construction documents are contained therein, and that the Contractor has reviewed and approved all of the individual inspector's final reports.

#### END OF SECTION 014535

As stated in 1-P Pricing and Payment, the Contractor will provide fixed costs related to “Task Order 1” as outlined in Section 1-P of this RFP. In addition, Contractors will provide a basis for costs associated with the work outlined in “Possible Additional Work” in their cost proposal. Additional work beyond Task Order 1 will be determined by CATA. If additional work is necessary, CATA will issue a Scope of Work outlining the work to be performed. The selected contractor under this RFP will then provide a proposal and associated fixed costs for the additional work.

## 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, MI
- As-built drawings of the Harrison Road right-of-way available from the City of East Lansing, MI
- As-built drawings of the site utilities available from Michigan State University and City of East Lansing, MI
- Final specifications and drawings provided to construction and demolition Contractors

## 2-E General Requirements

**Timeliness:** The services of the successful respondent are to commence upon execution of the contract.

**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 written progress memos to CATA's project manager. These reports will identify work accomplished, problems encountered, methodology and timeline for resolving these problems and the activities planned. These memos shall be provided to the project manager. 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 and will be used in the evaluation of the solicitation responses. Further deliverables from the awarded Contractor may be determined as needed.

## 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 proposals), 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 Contractor's understanding of CATA's stated project and project objectives.
- Detailed description of Contractor's plan for implementing Task Order 1 and Possible Additional Work; Contractor's detailed technical work plan including such things as a description of tasks, approach to the work, and proposed schedule/time line. *This is a discussion of the work details to be performed, not the Contractor's experience in doing them.*
- Qualifications of the Prime Contractor and each sub-contractor. Include experience in three similar projects and the results. Identify skills and qualifications of the Contractor.
- Qualifications of the key individuals from each Contractor assigned to the project. Discuss experience in three similar projects, the role of key individuals placed on those projects, and certifications and qualifications of key individuals.
- The Contractor's past experience on similar projects – up to three examples of similar work for the prime and each sub-contractor. Please type of project, scope of work performed, state budget and final cost for the work performed, timeline, 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.

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- List three (3) references for each Contractor proposed to work on the project, including the Contractor 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.
  - Disadvantaged Business Enterprises and Small Business Contractor's 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.
  - 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 Contractor's name and title "Cost Proposal RFP #2013-110". Cost proposals must include elements outlined in Section 1-P.**
  - 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," "Debarment, Suspension, and other responsibility matters certificate," "Proposal Certification Form", and "Small Business Determination Form."

## 2-1 Cost of Project

Contractor response will include cost proposals as defined within Section 1-P.

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.

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## 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 Contractor’s certifications must be included in the proposal. Cost Proposals must list the amount and activity of service provided by the DBE Contractor 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, FTA 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 A-1: Prohibition of Discrimination in State Contracts
- Appendix B: Assurances That Recipients and Contractors Must Make
- Appendix C: Certificate Regarding Lobbying
- Appendix D: Proposal Certification
- Appendix E: Iran Economic Sanctions Certificate
- Appendix F: Small Business Determination Form

## **EXHIBITS**

Exhibits are available at [www.cata.org](http://www.cata.org)

- Exhibit A: Soil Contamination Maps
- Exhibit B: Section 312000 Earthwork
- Exhibit C: IFB #2013-107 Drawings
- Exhibit D: IFB #2013-107 Project Manual
- Exhibit E: IFB #2013-107 Addendum #1
- Exhibit F: Testing and Inspection Forms

**Appendix A: CATA Standard Terms and Conditions**

## CAPITAL AREA TRANSPORTATION AUTHORITY

CAPITAL AREA TRANSPORTATION AUTHORITY

**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 contract 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.

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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 CFR 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) ADA Access. All work performed and all services provided pursuant to this contract shall be in compliance with Federal policy to ensure that elderly

individuals and individuals with disabilities have an equal right to use of public transportation services and facilities. To the extent this Contract requires planning and design of services and facilities, special efforts shall be made to implement the transportation and accessibility rights of elderly individuals and individuals with disabilities. The work performed and services provided in this Contract shall be in compliance with all State and Federal statutes and laws ensuring equal access of transportation services and facilities for the elderly and individuals with disabilities, including 49 USC § 5301(d), § 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, The Americans with Disabilities Act of 1990, as amended, 42 USC § 12101 et seq, and the Architectural Barriers Act of 1968, as amended, 42 USC § 4151 et seq, and any applicable implementing Federal regulations or directives as they may from time to time be promulgated or amended.

- (e) This provision B.1 (a)-(e) 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 during regular business hours to the U.S. Secretary of Transportation, the FTA Administrator, the Comptroller General of the United States, and CATA, or their duly authorized representatives, access 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 must comply with U.S. DOT regulations "Nonprocurement Suspension and Debarment", 2 CFR Part 1200, which adopt and supplement the U.S. Office of Management and Budget ("U.S. OMB") "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. Contractor will not make any contract, subcontract, or lease for the project without first confirming that its proposed contractor, subcontractor, or lessee is not listed as barred in the Excluded Parties Listing System, at <http://epls.gov/>.

Contractor agrees to comply with federal debarment and suspension regulations and guidelines when administering any contract or subcontract of \$25,000 or more, regardless of tier. A contract or subcontract award may not be made to a prospective contractor or subcontractor if that contractor is excluded or disqualified under the standards of the U.S. DOT regulations in the U.S. OMB Guidelines, unless the federal government has provided an exception as permitted under those regulations and guidelines. In addition, contracts of any amount for federally required audit services or for contracts which require the consent of a federal official are also covered by these DOT regulations and U.S. OMB Guidelines. Contractor must obtain the compliance of lower tier contractors, subcontractors, and lessees with the U.S. DOT debarment and suspension regulations and the U.S. OMB Guidelines that apply to them. The Contractor further agrees to include provisions requiring compliance as set forth above in lower tier covered transactions.

8. MDOT AND FTA TERMS. All contractual provisions that the Michigan Department of Transportation ("MDOT") or the Federal Transit Administration ("FTA"), by law or regulation, require to be included in contracts supported by state or federal financial assistance, including the requirements set forth in FTA Circular 4220.1F, as updated and amended, and the Master Agreement between CATA and FTA as it may be amended, are hereby incorporated by reference. FTA required terms and MDOT required terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. Contractor shall not refuse to comply with any CATA request to conform this contract to include MDOT or FTA required contractual provisions. The 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 mandated contractual provisions.
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. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401, et seq. 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. The Contractor agrees to report each violation to CATA and understands and agrees that CATA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. 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.

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11. BUY AMERICA PROVISIONS. Contractor agrees to comply with 49 U.S.C. 5323(j) and FTA's Buy America Regulations in 49 CFR Part 661. These require that iron, steel, and manufactured products used in FTA funded projects be produced in the United States, with specific provisions that apply to rolling stock procurements, unless a waiver has been granted by FTA or the product is subject to a general waiver. *The continued accuracy of the certificate, attached as Appendix C, entitled "Buy America Certification", submitted with Contractor's proposal/bid is a term and condition of this Agreement.*
  12. CERTIFICATION REGARDING LOBBYING. This procurement is subject to the Federal Transportation Administration Lobbying requirements. The attached certificate, entitled Certificate Regarding Lobbying (Appendix D), must be signed and returned as a term and condition of the procurement.
  13. FEDERAL WAGE REQUIREMENTS FOR CONSTRUCTION CONTRACTS.
    - (a) This procurement is subject to the Davis-Bacon Act, 40 USC § 3141, *et seq.*, and to the Copeland Anti-Kickback Act, 18 USC § 874, and to the regulations promulgated thereunder ("the Acts"). Contractor must comply with the provisions of the Acts, which are incorporated herein by reference, including, without limitation, in the payment of prevailing wages in the area in which the work is performed and in its subcontracting practices. The contract between Contractor and CATA shall contain in its body or as an attachment the full clause set forth in the Department of Labor regulations at 29 CFR 5.5(a). In the event that the final contract fails to include in its body, or as an exhibit, the required clause, then Contractor agrees and stipulates that the omission shall be deemed a clerical mistake and that the contract shall be reformed, without objection by Contractor for any reason, to include said clause as if present from the inception of the contract. Construction contracts valued at \$2,000 or less are exempt from this provision.
    - (b) If the amount of the construction contract exceeds \$100,000, then this procurement is subject to the Contract Work Hours and Safety Standards Act, 40 USC § 3701, *et seq.* The contract between Contractor and CATA shall contain, in its body, or as an attachment, the full clause set forth in the Department of Labor regulations at 29 CFR 5.5(b). In the event that the final contract fails to include, in its body, or as an exhibit, the required clause, the Contractor agrees and stipulates that the omission shall be deemed a clerical mistake and that the contract shall be reformed, without objection by Contractor, for any reason, to include said clause as if present from the inception of the contract.
    - (c) Construction contracts include contracts for alterations, repairs, including painting and decorating, as well as those for actual construction.
  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 CATA may proceed to place the order with another company.

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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 48910.
  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) 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.
    - (b) 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. 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 shall not, by action or by inaction, cause CATA to be in violation of FTA regulations, policies, procedures, or directives. Contractor's failure to comply with this paragraph shall constitute a material breach of this contract.
  18. NO GOVERNMENT OBLIGATION. Notwithstanding any concurrence by the Federal Government or MDOT in, or approval of, the solicitation or award of this Agreement, absent the express written consent by the Federal Government or by MDOT, neither the Federal Government nor the State of Michigan is a party to this Agreement, and neither shall be subject to any obligations or liabilities to CATA, the Contractor or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from this Agreement. The Contractor agrees to include this 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. CLEAN WATER. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to CATA and understands and agrees that CATA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. 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.
  20. SEISMIC SAFETY. The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this Contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.
  21. ENERGY CONSERVATION. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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22. RECOVERED MATERIALS. The Contractor agrees to comply with all requirements of Section 6002 of the Resource Conservation and Recovery Act ("RCRA"), as amended (42 USC 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in subpart B of 40 CFR Part 247.
23. FLY AMERICA REQUIREMENTS. Contractor agrees to comply with 49 U.S.C. 40118 ("Fly America Act") in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of federal funds and their contractors are required to use United States Flag air carriers for U.S. Government financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a United States Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
24. CARGO PREFERENCE. The Contractor agrees (a) to use privately owned United States Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States Flag commercial vessels; (b) to furnish within twenty (20) working days following the date of loading of shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of the rated, "on-board" commercial ocean bill of lading, in English, for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C., 20590. CATA (through the Contractor in the case of a subcontractor's bill of lading); and (c) to include these requirements in all subcontracts issued pursuant to this contract where the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.
25. 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 A-1****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 B****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 USC 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 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 C**  
**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.

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

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

\_\_\_\_\_  
Date

Appendix D - Proposal Certification

for

Capital Area Transportation Authority

RFP #2013-109 - 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 (Company Name):

By: Dated:

Printed Name:

Printed Title:

Appendix E – Iran Economic Sanctions Act Certificate

RFP #2013-109,

**IRAN ECONOMIC SANCTIONS ACT CERTIFICATE**

In accordance with the Iran Economic Sanctions Act, Michigan 2012 PA 517, effective April 1, 2013, (MCL 129.311, *et seq.*), (the "Act"), the undersigned certifies in support of its bid or proposal that it is not an Iran linked business as such is defined in the Act.

Contractor (Company Name): \_\_\_\_\_

Signed By: \_\_\_\_\_ Dated: \_\_\_\_\_

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

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

CATA SMALL BUSINESS DETERMINATION FORM

Companies responding to Capital Area Transportation Authority (CATA) procurement opportunities (including contractors, subcontractors, material suppliers & service providers/consultants) should complete the following questionnaire.

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

Address \_\_\_\_\_ E-Mail Address \_\_\_\_\_

City	State/Province	Country	Zip Code	Age of Firm
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Company's Gross Receipts For The Past Year Fall into The Following Range (Check one):

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Under \$500,000      | <input type="checkbox"/> \$500,001 - \$1 million | <input type="checkbox"/> \$1 - \$2 million      |
| <input type="checkbox"/> \$2 - \$5 million    | <input type="checkbox"/> \$5 - \$10 million      | <input type="checkbox"/> \$10 - \$22.41 million |
| <input type="checkbox"/> Over \$22.41 million |  |   |

Company Status (Check all that apply):

- Small Business Enterprise (Per Federal Small Business Administration (SBA) Size Standards Guidelines)  
 Website: <http://www.sba.gov/size-standards-tool?ms=nid4060>

Please list NAICS Code(s) below:

NAICS CODE # \_\_\_\_\_, NAICS CODE # \_\_\_\_\_, NAICS CODE# \_\_\_\_\_, NAICS CODE# \_\_\_\_\_

Gross Receipts For the Past Year (to be used to determine Small Business participation) \$ \_\_\_\_\_

Average Number of Employees For The Past Year \_\_\_\_\_

Name (Please Print) \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE \_\_\_\_\_