

Capital Area Transportation Authority

BRT ENVIRONMENTAL ASSESSMENT SERVICES

Request for Proposals 2013-112

SCHEDULE OF ACTIVITIES

RFP Released:	August 2, 2013
Written Questions due to CATA:	August 13, 2013, Noon EST (Eastern Standard Time)
Pre-Proposal Meeting (optional):	August 15, 2013, 1:30 p.m. EST held at CATA Admin Office, 4615 Tranter Street, Lansing, MI 48910
CATA's Responses released:	August 21, 2013
Number of Proposals & Due Date:	September 11, 2013 at 2:00p.m. EST, Submit seven (7) 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 of the RFP.
Orals/Interview(s) (Optional):	Week of September 23, 2013
Contract Signature/Award Date:	November 1, 2013

Issued On August 2, 2013

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Capital Area Transportation Authority BRT ENVIRONMENTAL ASSESSMENT SERVICES Request for Proposal Project #2013-112

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

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.

Debra Alexander
Assistant Executive Director
Capital Area Transportation Authority
4615 Tranter Street
Lansing, MI 48910

1-C Project Oversight

The oversight of this CATA Project is the responsibility of the CATA Project Manager named in Project Management Section above. The Contractor will be required to work with CATA staff 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 of 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 contract will commence upon contract execution and may continue until the scope of work is complete.

1-F Type of Contract

This is a fixed price contract. CATA also reserves the right to expand or decrease services 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 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, if held. All questions are to be submitted in writing. **Submit written questions via e-mail to the CATA Purchasing & Contracts Manager at the e-mail address indicated in Section I above no later than the date and time indicated on the Schedule of Activities above.** Any changes made to this RFP, in response to the questions or concerns raised in any scheduled pre-proposal meeting or through correspondence received by CATA prior to the pre-proposal meeting, will be put in writing to all firms attending any scheduled pre-proposal meeting or otherwise indicating an interest in this project by the date stated on the above *Schedule of Activities* page.

1-H Pre-Proposal Meeting

See *Schedule of Activities* page above for date and time of any Pre-Proposal Meeting scheduled for this RFP. Any such meeting will be held at the CATA Administrative offices unless otherwise stated. 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; vendor attendance is not mandatory. However, interested vendors are strongly encouraged to attend.

1-I Proposals

To be considered for award, each respondent must submit a complete response to the RFP, using the designated format (if any) and accepting the requirements of Sections II and III below. Proposals are to be submitted addressed only to the CATA Purchasing and Contracts Manager. No other distribution of proposals is to be made. An official authorized to bind the respondent to the proposal must sign the proposal in ink. Submission of a proposal shall bind the respondent to all provisions of the proposal, including costs, 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 above. Submit the number of proposal copies per the directions indicated on the *Schedule of Activities* page above. Proposals, along with a separate sealed envelope labeled with the prime Contractor's name and titled "COST PROPOSAL, RFP 2013-112, BRT ENVIRONMENTAL ASSESSMENT SERVICES", containing cost sheets, must be submitted to CATA by the time and date set as the Proposal Due Date indicated on the *Schedule of Activities* page above. 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 cover (if any). Proposals shall be organized and tabbed in the same order as the evaluation criteria. The respondent is solely responsible for the timely delivery of the proposal 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 Acceptance of RFP Content

The contents of this RFP, its attachments, and the proposal as it is consistent with the RFP will become contractual obligations if a contract ensues. 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

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 and capabilities. The prime contractor is totally responsible for adherence by the subcontractors to all provisions of the contract. CATA must review and approve in writing all subcontractors. All subcontractors must be included in the initial proposal with descriptions of the firms' qualifications and the qualifications of the key individuals assigned to this project.

1-M Other Duties Assigned by CATA

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

1-N Selection Criteria

Responses to this RFP will be evaluated based upon the following factors as presented in the respondent's proposal.

Method of Approach to the Scope of Work as described in the proposal. Quality of information submitted in the proposal based on completeness, relevance, conciseness and organization of materials presented as it relates to the Scope of Work. This is to include a response to each task outlining how the Contractor will complete the work and the demonstrated understanding of the outcomes of this project.

Capability and qualifications of the prime firm and all subcontractors. This addresses the respondent's past record of performance on similar assignments (such as control of costs, quality of work and ability to meet schedules) and distribution of staff time to the project. This will include the outcome of reference checks on similar work. The primary contractor will also be evaluated on its past experience in managing subcontractor relationships.

Capability and qualifications of the key individuals. This addresses key individuals from the primary contractor and any named subcontractors, including previous work on similar projects, technical experience, education, and technical training. This will also be assessed from reference check provided for similar projects completed by key individuals.

Demonstrated ability to complete the project on-time and on budget. Respondents must demonstrate experience, ability and willingness to work with CATA and provide evidence of successful engagements elsewhere with other customers on similar projects size and scope.

Overall evaluation. Overall evaluation of the proposal and the vendor, including with respect to vendor, satisfactory references, legal status and compliance, experience with other projects and procurements, and other matters of concern.

CATA will constitute an ad hoc committee to evaluate all proposals. Those firms deemed by CATA to be most responsive to the needs of CATA may be asked to make oral presentations to CATA. The Cost Proposal from the firm determined to be the most highly qualified based on the submitted proposals and any oral presentation will be opened. CATA will enter into negotiations with the most qualified firm. If the most qualified firm is unable to consummate agreement with CATA, then the next most qualified firm will be considered for award, and so on. At any time during this process, CATA reserves the right to re-bid, award, or cancel the project, as CATA determines.

Each prime contractor should make every effort to include Disadvantaged Business Enterprises and Small Business Enterprises in this project. Please document your efforts to include DBE and SBE firms within this project.

1-O Oral Presentation

Respondents may be required to make oral presentations of their proposals. These presentations provide an opportunity for the respondent to clarify the proposals through mutual discussion. This is not a time to simply review the contents of the proposal but a chance to clarify any items CATA has identified after reviewing the proposals. Key members, including the proposal project manager, of the respondent's project team, including a representative from each subcontractor, must be part of the presentation. If held, the presentations will be on the date indicated on the cover of this RFP. The general format will be maximum of 30 minutes will be allowed for each presentation, followed by 30 minutes for questions and answers (timing and duration to be determined by CATA).

1-P 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 cost proposal have been determined independently and without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other respondent or with any competitor.
- Unless otherwise required by law, the prices that have been quoted in the cost proposal have not been knowingly disclosed by the respondent prior to award directly or indirectly to any other respondent or to any competitor.
- No attempt has been made or will be made by the respondent to induce any other persons or firm to submit or not submit a proposal for the purpose of restricting competition.

- Each person signing the proposal certifies that she/he:
 - 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-Q Pricing & Payment

This is a fixed-price contract. Cost proposals must be submitted within a separate sealed envelope labeled "Cost Proposal" in accordance with the instructions listed within Section 11 of the RFP, with the prime contractor firm's name on the outside. To assist in understanding the level of effort and associated costs, the cost proposal, equal to 100% of fixed price, 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) and as a percentage of total cost;
- Number of service hours by person, by task, for each firm;
- Any travel charges, by person, by task, listed USD and as a percentage of total cost;
- Any other expenses, allocated by person, by task or by hours, listed in USD and as a percentage of total cost;
- 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 fixed price.

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 this scope of work. The Contractor's overhead rate must comply with the requirements of the Federal Acquisition Regulations ("FAR") system.

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

Include detailed information supporting overhead calculation, specific other expenses elements, and travel cost elements.

SECTION 2: STATEMENT OF WORK

2-A Background

The Michigan/Grand River Avenue Bus Rapid Transit (BRT) Project will connect the state Capitol in downtown Lansing, MI to the Meridian Mall area in Meridian Township along an 8.5-mile east-west alignment centered on Michigan Avenue and Grand River Avenue. The BRT will be operated by the Capital Area Transportation Authority (CATA) and will replace Route 1 along the Michigan/Grand River Avenue corridor. The majority of this corridor (6.6 miles) will have center-running dedicated BRT travel lanes. Twenty-eight (28) stations will be located at key destination points along the corridor, including downtown Lansing, Michigan State University (MSU) and downtown East Lansing. The corridor, which is home to national and regional educational institutions, major regional employers, medical facilities, retail destinations, and residential neighborhoods, is suffering from increasing congestion that cannot be mitigated by the existing transit network.

This corridor is currently served by Route 1, which is CATA's highest ridership route carrying 1.86 million trips in FY 2012. BRT will operate between 5:30 a.m. and 2:30 a.m. when MSU is in session and 5:30 a.m. to 11:30 p.m. when MSU is not in session; headways will range from six minutes in the afternoon/evening peak to 20 minutes in the early morning and late evening hours.

BRT service will be supportive of the scale and character of development envisioned by local communities, all of which have promoted the need for multi-modal transportation solutions. Each of the four communities through which the BRT will travel, City of Lansing, City of East Lansing, Lansing Township, and Meridian Township, has undertaken planning efforts that provide support for transit and transit-supportive development.

The Michigan/Grand River Avenue BRT was selected as the Locally Preferred Alternative (LPA) with broad local support from both key corridor stakeholders and members of the general public. A wide range of alternatives, including commuter rail, heavy rail, light rail, and streetcar, were developed and evaluated during the conceptual phase of the Alternatives Analysis. Upon reviewing the results of the analysis, it was determined that a combination of the frequent station spacing of the modern streetcar alternative and the relatively lower cost of the BRT alternative would result in a more cost-effective solution than any of the original alternatives. As a consequence, modifications were made to key elements of the BRT alternative to improve cost effectiveness through increased ridership and reduced cost.

The modified BRT alternative was designated as the LPA by the Steering Committee and Technical Advisory Committee (TAC), and the CATA Board of Directors adopted it as the LPA on February 16, 2011. The LPA was incorporated into the Tri-County Regional Planning Commission's (TCRPC) long range transportation plan via the amendment process on May 26, 2011. Documents completed during the Alternatives Analysis can be found at www.migrtrans.org.

The Michigan/Grand River Avenue BRT project has been approved for Project Development (PD) status by the Federal Transit Administration (FTA). While CATA submitted the project to the FTA under SAFETEA-LU, the project was re-rated under MAP-21 criteria. From this point forward, the project will need to meet the MAP-21 requirements to move forward.

During PD, CATA must complete the environmental review process. FTA has determined the CATA BRT project requires an Environmental Assessment (EA). The following scope of work provides a framework of the tasks to be completed. These tasks are not necessarily in sequence or comprehensive. CATA expects the Contractor to add additional work they know is needed to complete the EA work under MAP-21. The Michigan/Grand River Avenue Corridor BRT Environmental Document from CATA's Small Starts application is the foundation for the EA. (Attachment A)

2-B Objectives of the Project

The purpose of this work is to complete an Environmental Assessment (EA) for CATA's BRT Project to determine if the proposed project would have a significant effect on the human environment. If no significant effect is identified, a Finding of No Significant Impact (FONSI) or a mitigated FONSI will be produced.

2-C Scope of Work

Overview

This work will consider previous efforts conducted by CATA and its contractors and complete all tasks necessary to complete the EA and secure a FONSI. The Scope of Work to be performed by the Contractor team consists of the following tasks to be completed over an approximately 9-month period. The following scope of work provides a framework of the tasks to be completed. These tasks are not necessarily in sequence or comprehensive. CATA expects the Contractor to add additional work they know is needed to complete the EA work under MAP-21.

The services included in this work will be completed based upon the National Environmental Policy Act (NEPA) of 1969 as amended, 41 USC §4332(2)(C); the regulations of the Council on Environmental Quality, (CEQ), 40 CFR 1500-1508; the Federal Transit Laws, 49 U.S.C. Chapter 53; National Historic Preservation Act of 1966, 16 U.S.C. §470(f); Section 4(f) of the Department of Transportation Act of 1966, as amended, Title 49 U.S.C. §303; the Federal Clean Air Act Amendments of 1990; Executive Order 12898, Federal Actions to Address Environmental Justice in Minority & Low Income Populations, and all relevant laws and procedures of the State of Michigan.

Task 1 – Project Management, Administrative Tasks, and Agency Coordination

The purpose of this task is to define project management roles and agency coordination methods. This task will be closely coordinated with the CATA's project manager and other departments, as needed.

a. Project Management – The Contractor shall be responsible for managing the project team to complete the EA within the project budget and schedule. The Contractor shall appoint a project manager who will be the primary point of contact with CATA's project manager. The project manager will prepare a detailed project schedule and staffing plan for the EA work, coordinate the work of all sub-consultants, and maintain a central project file in accordance with appropriate quality standards. The project manager will prepare monthly progress reports, which will be shared with CATA's project manager and included in monthly invoices. The project manager will be responsible for all project deliverables, and will further be responsible for coordinating all quality reviews of those materials prior to delivery to CATA.

Deliverables:

- Bi- weekly project updates;
- Monthly progress reports;
- Final work plan; and
- Detailed project schedule.

b. Administrative Tasks – The Contractor shall be responsible for providing administrative support and materials to effectively set up and conduct meetings. This will include regular meetings (in person, by phone, or WebEx) with CATA's project manager and designee(s) and other groups. This work shall include documentation and support materials necessary to effectively complete this work.

Deliverables:

- Meeting agendas (to be delivered to attendees at least three business days before the meeting).
- Sign-in sheets for all meetings.
- Meeting minutes (to be delivered within three days of the meeting).
- Project timelines.

c. Agency Coordination – The Contractor shall participate in coordination meetings with a Project Management Team (PMT), which will consist of staff from CATA, and other agencies as determined by CATA, to modify and finalize work plan, schedule and deliverables of the study. The Contractor shall schedule by-weekly meetings with PMT to define issues to be evaluated in the EA. The Contractor shall participate in project briefings to local elected officials and other interest groups. The Contractor shall assist in preparation of the meetings and facilitation of discussions at the meetings.

Deliverables:

- Schedule of bi-weekly meetings;
- Meeting summaries and briefing materials; and
- Plan of work in coordination with PMT.

Task 2 – Stakeholder Coordination, Public Involvement, and Public Comment Period

The purpose of this task is to develop and implement a carefully designed program for the participation of stakeholders along the BRT corridor and public comment on the project. This task will be closely coordinated with CATA's planning and marketing departments. Elements of this task will be consistent with FTA guidelines concerning public comment. The public comment process will also be designed to comply with the requirements of NEPA.

a. Stakeholder Coordination – The Contractor shall conduct coordination meetings with several key stakeholder groups. The list of stakeholder groups may include, but is not limited to, community and business leaders, neighborhood leadership, elected officials, CATA staff, staff of local municipalities, MSU, the Greater Lansing Convention & Visitors Bureau, the Michigan Department of Transportation (MDOT), TCRPC staff, Steering and Technical Committee Members, and other interested parties within the project corridor. Each coordination meeting will require preparation of presentation materials, a meeting agenda, and compilation of meeting minutes by the Contractor.

Deliverables:

- A directory of all stakeholders and meeting attendees;
- Agendas, graphics including illustrations, other presentation materials, sign-in sheets, and handouts, as required, for each meeting;
- Minutes/summaries of each meeting.

b. Public Involvement – The Contractor, along with CATA, will conduct listening sessions, charrettes, and other meetings to document project issues and concerns related to design and project impacts. At least one charrette will be conducted in East Lansing. Design options presented at public involvement

meetings must be feasible given engineering constraints and geographical restrictions. The charrettes must offer solutions to identified issues in the corridor and be able to illustrate these design options during the charrette. These illustrations should be used at charrettes and all other public communications and meetings that will be part of the public involvement process.

Activities:

- Developing a comprehensive action plan for public involvement for this phase of the project;
- Implementing the comprehensive action plan;
- Documenting all activities, comments, and outcomes as a result of the public involvement activities;
- Providing all materials, handouts, displays, facilities, outreach materials, invitations to attend, etc. that are needed to successfully conduct the public involvement activities; and
- Preparing a report of the public involvement activities summarizing the methodology, the comments provided by the public in a succinct manner, and a summary.
- Charrettes to identify concerns and present illustrated design options to clearly show each remedy.
- At least one charrette will be completed in the City of East Lansing to address concerns of that community.

Deliverables:

- Copies of all materials prepared for the public involvement activities including the comprehensive action plan;
- All materials used during and representing the outcome of the public involvement activities and charrettes; and
- Report of activities.

c. Public Comment Period – The Contractor shall conduct and management the collection of public comment, preparation of materials for public meetings, and organization of public comments that will be required throughout the process. Meeting announcements should be made through multiple media channels and targeted to residents and business, underserved groups, employers, elected officials, and community-based organizations within the corridor, as well as regional organizations and business leadership, general public and elected officials, commuters into and from the corridor, and the region.

Activities:

- Prepare the Notice of Availability for review by CATA and FTA;
- Coordinate with CATA, FTA, and EPA to ensure production of the Notice of Availability;
- Prepare local notices of public hearings, if held, and public meetings, and coordinate publishing of these notices with CATA;
- Organize, publicize, and coordinate all advisory committee and public meetings as part of the public comment period;
- Assemble and organize all written and spoken comments presented during the public comment period;
- Prepare responses to all written and spoken comments presented during the public comment period for CATA review; and

- Revise prepared responses in accordance with CATA comments.

Deliverables:

- Agendas, graphics, other presentation materials, sign-in sheets, and handouts, as required, for each meeting;
- Minutes/summaries of each meeting;
- Maintain electronic communication with newsletters, emails, and social media coordination;
- Provide periodic updates to CATA to include on their website;
- Local notice of public hearings, if held, and public meetings;
- Notice of EA Availability for Federal Register; and
- Summary of Draft EA comments and responses to comments.

Task 3 – FTA Coordination

The purpose of this task is to coordinate work with FTA during the EA. This task will be executed in conjunction with the CATA's project manager and planning department. All work in this task will be consistent with FTA guidelines.

Activities:

- Include FTA in all activities they determine are appropriate;
- Provide support during the FTA review period, attending meetings, revising documents, and guiding CATA through each step;
- Facilitation of scheduled and unscheduled consultation with FTA;
- Development and submittal of required reports to secure a FONSI.

Deliverables:

- Prepare all documents and reports required for submission for the FTA to secure a FONSI for CATA's BRT project as defined in current and future FTA guidance and regulations;
- FTA Small Starts submittal and request for rating at conclusion of NEPA process.

Task 4 – Technical Work to Support Public Involvement and Environmental Studies

The Contractor shall conduct design and engineering, digital base mapping, ground survey, and utility coordination that will be necessary to conduct the tasks of this work. Other analyses, such as traffic and transit operations, will also be conducted under this category. This work is to include, but not be limited to:

a. Design and Engineering – The Consultant will perform design and engineering work necessary to complete the public involvement and environmental studies of the EA. This includes design and engineering solutions to address items identified in the Alternatives Analysis (AA) and during this process, and provide visualizations of these solutions. The Consultant will refine capital cost estimates to ensure solutions remain within the BRT project budget. The Consultant will complete aspects of the following work:

Activities (as required):

- Alignment, including roadway and BRT transitway;
- Drainage and utilities;

- Structural assessment;
- Right-of-way;
- Geotechnical investigation and design;
- Hazmat investigation;
- Traffic analysis;
- Intelligent Transportation Systems (ITS) including signal priority;
- Traffic signal design;
- Wayfinding and other signage requirements;
- Pavement markings and signing;
- Bus way materials and design;
- Station locations, architecture and design of stations, illustrations of potential future development around stations or planned improvements within the BRT impact area;
- BRT operations;
- Park and ride lot designs, partnerships, costs, and locations;
- Landscaping within scope of the project;
- System safety and security;
- Pedestrian safety related to BRT functions;
- Biking facilities along corridor to be incorporated with BRT functions and facilities.

Deliverables:

- Provide cross-sections for all station locations and between station operations;
- Cost estimates for all design elements to insure the project stays within, or below, the scope of the original financial plan and other tasks necessary to secure public, local official, business, and funding partners support for the project;
- Any documentation, graphics, visuals, reports, or other materials prepared during this task;
- Station concept deliverables will include illustrative materials and computer-generated images of proposed station areas;
- Drawings, illustrations, and visualizations in various electronic formats;
- Design Criteria; and
- Basis of Design Report.

b. Survey and Mapping – The BRT concept developed during the Alternatives Analysis (AA) used aerial photography with limited accuracy to illustrate alignment and station locations. In order to refine the concept plans sufficient for NEPA review, a survey should be completed and basemap developed that would be used as the basis for this work.

Deliverables:

- As part of this task, the Contractor shall develop specifications for conducting the survey and developing the base mapping;
- Digital base mapping including, but not limited to, orthophotos, planimetric, digital terrain, and right-of-way mapping;
- Identify additional deliverables in coordination with CATA and relevant agencies such as MDOT, City of Lansing, City of East Lansing, etc.

c. Utilities – Identification of utility work that is pertinent to the Public Involvement and Environmental Studies of the EA will be performed. This task will be done in coordination with CATA and relevant agencies such as MDOT, City of Lansing, City of East Lansing, etc.

Deliverables:

- Investigate utilities and identify utility conflicts and potential reasonable solutions;
- Establish utility relocation guidelines and for surface and subsurface utility work;
- Creation of drawings and illustrations in various electronic formats.

d. Traffic Operations and Analysis – This task will collect traffic data, build VISSIM model of the proposed BRT route; and identify potential solutions to address traffic operational impacts associated with the BRT Project as necessary.

Deliverables:

- Collect traffic data such as counts, traffic signal phasing and timing;
- Build VISSIM model of the proposed BRT route;
- Prepare technical memos supporting solutions related to traffic questions that arise during the EA.

e. Transit Operations and Maintenance – This task will refine the transit Operations and Maintenance (O&M) plan developed during the AA and will address basic information. This information shall be used only as needed during the EA.

Deliverables:

- Determination of post BRT system (to include route structure and frequency changes on routes that interface with BRT alignment), revenue service schedule, vehicle characteristics and fleet size, station-to-station distance and trip times, and normal operational and abnormal operational conditions;
- Coordination with other disciplines such as traffic operations and engineering at MDOT and City of Lansing;

Task 5 – Preparation and Execution of Environmental Studies

The purpose of this task is to identify the probable effects of the overall project on social, economic, and environmental conditions. Long-term effects associated with project implementation and operation will be addressed, as will the short-term effects associated with construction activities. Coordination will be conducted with resource and regulatory agencies having jurisdiction over affected resources. This coordination will be documented and included in the EA prepared by the Contractor.

- **Land Use, Zoning and Socioeconomic Characteristics** – The Contractor will document the current land use characteristics, community facilities and socioeconomic characteristics of the overall study corridor. In addition, the project will be evaluated relative to local and regional plans. Potential land use impacts of the project will be documented, including any required

- acquisitions and displacements. If impacts are probable, specific mitigation measures will be identified.
- **Cumulative Impacts** – The Contractor will assess the incremental impact of the proposed overall project when added to the past, present and reasonably foreseeable future actions of related projects in the area. The Contractor will identify resources of concern, current and proposed relevant actions, potential environmental consequences that would result in serious deterioration of environmental functions and measures to avoid or minimize damage to the environment.
 - **Traffic, Parking and Transportation** – The Contractor will assess the effects of the proposed BRT project on the existing transportation services and facilities including street and roadway networks, transit facilities, pedestrian and bicycle facilities, and parking facilities. Existing and future roadway characteristics and roadway levels of service (LOS) with and without the implementation of the BRT project will be determined. The existing transit service in the corridor will be documented and any future transit service that will be added to support the BRT project. In the same respect, the effects of the project on on-street and off-street parking will be assessed. Where probable impacts are identified, mitigation measures will be identified.
 - **Neighborhoods and Environmental Justice** – The Contractor will identify all neighborhoods in the project study area and any potential impacts to neighborhoods. In addition, disproportional impacts to minority and low-income communities will be evaluated, in accordance with the Presidential Executive Order 12898 on Environmental Justice.
 - **Soils/Geology** – Because the proposed BRT would run entirely within the existing roadways, impacts to soils and geology are not expected. If, however, the construction of the project requires the widening of roadways, the Contractor will evaluate potential impacts to soils and any mitigation measures.
 - **Parklands Resources** – The Contractor will identify all publicly owned parklands, wildlife refuges and cemeteries in the study area and will document any potential Impacts that the project alternatives will have on these resources. If impacts are probable, a Section 4(f) statement will be prepared and appropriate mitigation measures will be identified.
 - **Historical and Archeological Resources** – The Contractor will, in conjunction with CATA, identify the Area of Potential Effect (APE) for the project. The Contractor will identify all historic architectural and archaeological resources within the APE. Resources will be categorized by their National Register classification of Potentially Eligible, Eligible or Listed. A determination of effect will be made from the construction and operation of the project. If impacts to historic resources are likely, a Section 4(f) statement will be prepared and appropriate mitigation measures will be identified. The Contractor will coordinate with the Michigan State Housing Development Authority – State Historic Preservation Office (SHPO) to ensure concurrence of the Section 106 review process.
 - **Cultural Resources** – The Contractor will identify any potential impacts the BRT project will have on cultural resources and services available to businesses and residents within the project area as determined by SHPO procedures. If impacts are probable, mitigation measures will be identified.
 - **Visual and Aesthetic Conditions** – Visual impacts may occur as a result of the BRT project. The Contractor will describe the existing visual environment in the project corridor and identify the

project components that may contribute to the visual environment if BRT is implemented. Specific concern will be paid to the effect of the project on historic structures and parklands.

- **Air Quality** - Potential air quality impacts associated with the BRT project will be evaluated. The Contractor will conduct a localized “hotspot” air quality analysis to determine if the addition of the BRT project would result in an increased level of carbon monoxide at project area intersections, and specifically if any increase violates the Clean Air Act National Ambient Air Quality Standards. In addition, conformity with state and regional air quality implementation plans will be addressed.
- **Noise and Vibration** – The Contractor will analyze the BRT project for its effect on ambient noise levels in the study area. The Contractor shall conduct an FTA General Noise Assessment of the corridor. The project study area will be screened to identify noise sensitive land uses within close proximity to the proposed BRT alignment. If probable noise impacts are identified, a detailed noise analysis will be conducted at those locations using measured ambient noise levels and more detailed project specific characteristics.
- **Water Quality Resources** – The Contractor will evaluate the project relative to its potential impact on groundwater, surface water, wetlands and floodplains. Existing ground water and surface water sources will be identified. The National Flood Insurance Rate Maps will be evaluated to determine the location of the 100-year flood plain and all wetlands in the study area will be identified. Any long term or short-term construction related impacts to water resources will be fully documented and mitigation measures will be identified.
- **Threatened and Endangered Species** – The Contractor will identify any threatened and endangered species within the study corridor, and identify any potential impacts to these species as a result of the BRT project. If impacts are probable, appropriate mitigation measures will be identified.
- **Ecology and Vegetation** – The Contractor will identify the existing vegetation resources and wildlife habitats within the study corridor, and identify any potential impacts to these resources as a result of the BRT project. If impacts are probable, appropriate mitigation measures will be identified.
- **Contamination** – The Contractor will identify the presence of existing contamination or hazardous materials within the project area and will document the potential impact of the project on these sources of contamination. Mitigation measures will be identified for potentially impacted contamination sites.
- **Safety and Security** – The Contractor will identify the measures that will be taken to provide for the safe and secure operation of the project after its construction.
- **Utilities** – The Contractor will identify any utilities that may be impacted by the project. If these are identified, the Contractor will create a list of the utilities impacted and provide appropriate mitigation measures to be implemented.
- **Construction Impacts** – The Contractor will identify the temporary and permanent construction related environmental impacts of the proposed project and recommend mitigation measures to minimize or eliminate impacts.

Deliverables:

Technical memorandum presenting methodologies for identifying existing conditions, summary of the existing conditions for all social, economic, and environmental resource areas, and identifying potential mitigation measures.

Task 6 – Preparation of Preliminary Draft

The purpose of this task is to prepare the Draft EA document for review by CATA and FTA prior to finalization and circulation to the general public. The Draft EA will summarize the alternatives that have been considered, the affected environment, the anticipated environmental impacts associated with the project, alternative mitigation measures, and the costs and performance of the project. This task will summarize all information prepared in the previous investigations.

a. Prepare Draft Outline of EA – The Contractor shall prepare an outline of the EA document following the standard FTA format. Opportunities to customize the EA document to the conditions present in the project area will be discussed with CATA and FTA staffs. The EA outline will be coordinated with the overall project schedule in order to provide for effective project control. The EA will be succinct, concise, and easily understood by the non-technical reader. The EA outline will include the following chapters:

- Executive Summary
- Chapter 1.0 – Purpose of Project and Need for Action
- Chapter 2.0 – Alternatives Considered
- Chapter 3.0 – Affected Environment
- Chapter 4.0 – Transportation and Traffic Impacts
- Chapter 5.0 – Environmental Consequences
- Chapter 6.0 – Comments and Responses
- Chapter 7.0 – Section 106 Determination of Effect and Memorandum of Agreement, if required
- Chapter 8.0 – Section 4(f) Evaluation, if required
- Appendices

Activities:

- Prepare basic outline of EA in accordance with FTA guidance;
- Review recently approved FTA EA documents to identify any potential changes to the basic outline;
- Review basic outline with CATA staff to identify any additional areas of investigations; and
- Produce final EA outline.

Deliverables:

- Outline of EA in accordance with FTA guidance
- Final EA outline

b. Prepare Preliminary Draft EA – The Contractor shall prepare a Preliminary Draft EA by assembling the products of Tasks 2 and 3 in accordance with the EA outline and current FTA guidelines. The Preliminary Draft EA will be submitted to CATA and FTA staff for review and comment.

Deliverables:

- Preliminary Draft EA.

c. Circulation/Coordination of Draft – In coordination with CATA, the Contractor will circulate the Preliminary Draft EA to pertinent agencies and public outlets and incorporate submitted comments into the Draft EA. If required, a formal public hearing will be conducted. The Draft EA that includes submitted comments will be submitted to CATA and FTA staff for review and comment.

Deliverables:

- Final Draft EA.

Task 7 – Preparation of Final EA

The purpose of this task is to respond to comments presented during the circulation of the Draft EA, identify additional analyses that will be required to adequately respond to public comment or resolve issues in the Draft EA, identify mitigation measures and develop a mitigation-monitoring program. The Final EA will address improvements proposed. This task will provide the procedural support necessary to complete the federal environmental process necessary to obtain the FONSI and clear the way for FTA to approve the project for Preliminary and Final Design.

The comments received during the circulation of the Draft EA will be reviewed to determine comments that may require additional environmental analysis. The Contractor will prepare a memorandum identifying the comments that must be addressed and the level of detail of the required analysis. Meetings will be held with CATA, FTA, and other agencies, as necessary, to clarify comments and identify potential impacts that must be addressed in the preparation of the Final EA.

Additional environmental analyses may also be required as a result of unresolved issues related to changes in the project's concept defined for the Draft EA. These issues will be identified in a memorandum that will identify these additional analyses and the level of effort associated with these analyses that are necessary to resolve the matter.

Mitigation measures for adverse impacts will be finalized and formatted into a Mitigation Monitoring Program. These mitigation measures will represent CATA and FTA commitments necessary to respond to the impacts associated with the project.

Following the completion of necessary analyses and identification of acceptable mitigation measures, The Contractor will prepare a draft Final EA for review by CATA. Following incorporation of CATA comments, a revised draft Final EA will be prepared and forwarded to FTA for review and consideration for approval.

The Contractor will prepare the Final EA document, finalizing all text, graphics, tables, and other features. A document will be prepared for electronic document production, printing and binding. The Contractor will oversee Final EA electronic document production, printing and binding. CATA will be responsible for the distribution of the Final EA.

Activities:

- Review comments presented during the Draft EA public comment period;
- Prepare memorandum identifying comments that may require additional analysis to develop adequate response;
- Prepare memorandum identifying unresolved issues that may require additional analysis to adequately finalize the EA;

- Negotiate costs for any additional analyses that may be required prior to finalizing the Final EA;
- Identify mitigation measures associated with the project and prepare initial Mitigation Monitoring Program document;
- Prepare revised Final EA for review by FTA.

Deliverables:

- Memorandum identifying comments on the Draft EA and level of detail required for the completion of additional analyses;
- Initial Mitigation Monitoring Program;
- Draft Final EA;
- Final EA;
- Up to 50 copies of printed and bound Final EA and file on CD; and

Task 8 – Secure Final FONSI

It is anticipated that the outcome of the EA will be a Finding of No Significance Impact (FONSI). If this is the outcome, the Contractor will be responsible for preparation of the FONSI document. The Contractor will prepare the FONSI which:

- Recommends an alternative for implementation,
- Summarizes all environmental impacts with the project including a statement of findings on all relevant impact categories,
- Summarizes the results of agency and public coordination and documents the results of the public meetings and public hearings (if held).
- Summarizes the comments to mitigation measures intended to reduce impacts to acceptable levels (if any).

Once the FONSI is completed it will be attached to the updated FINAL EA and submitted with a cover letter to FTA for approval. After the FONSI submittal, the Contractor will work with CATA and FTA to finalize all work and documentation to completion. Once the FTA has approved the EA and FONSI, a Notice of Availability of the FONSI will be sent to the affected Federal, State and local governmental agencies, as required.

Deliverables:

- FONSI Documentation and Cover Letter (10 Copies and file on CD)
- FONSI Notice of Availability (Copies as needed for complete distribution, six (6) copies to CATA for file and file on CD).

2-D CATA Responsibility

CATA will provide:

- Data and reports regarding project produced to date
- Access to appropriate CATA facility(s)

2-E General Requirements

Timeliness: The services of the successful respondent are to commence upon execution of the contract and shall be undertaken and completed so as to assure project completion within 9 months.

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, in person, or via e-mail, as determined by the CATA Project Manager. The Contractor is responsible for the agendas and meeting minutes (to be provided within 3 days of the meeting) for each meeting. 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 scope of work, the contractor may also make presentations to FTA and other stakeholders on the project.

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

2-F Deliverables

Required deliverables are stated throughout Section 2-C of this document.

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: (Customize as required; below for information)

- The Contractor's 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, 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

- Detailed description of Respondent's plan for implementing Scope of Work; Respondent's detailed technical work plan including such things as a proposed schedule/time line by Task. It is expected that the Contractor will include a description of how they will address each task and the work components to be completed.
- Statement describing the Respondent's understanding of CATA's stated problem and project objectives.
- Qualifications of the Primary Contractor and each sub-contractor.
- Qualifications of the key individuals from each firm assigned to the project.

- Past experience on similar projects – up to 3 examples for the prime and each sub-contractor (limit descriptions to 2 pages).
- List of references including specific contact names, addresses, telephone numbers, fax numbers and e-mail addresses (provide at least 3 for similar project).
- DBE and SBE firms to be involved in the project.
- Description of 3 projects and 3 references completed by key individuals assigned to project including project manager.
- 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”).
- Detailed timeline for each task including key meetings and critical tasks.
- A description of the Respondent’s Quality Assurance Program for this project.
- 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. Identify any DBE or SBE firms on this list.
- An organizational chart of the Respondent and all Sub-Contractors.
- The name and telephone number of person(s) in the Respondent’s organization authorized to negotiate/expedite the proposed contract with CATA.
- Executed “Buy America,” “Lobbying,” and “Debarment, Suspension and other responsibility matters” certificates.

2-I Cost of Project

Cost proposals must be submitted in a separate sealed envelope labeled “Cost Proposal” in accordance with the instructions within Section 1I of the RFP, with the prime contractor firm’s name on the outside. Costs should be provided for the Scope of Work broken down by task, by person hours and person costs. In addition, costs should be included for all contractor employees as well as sub-contractors and their employees, who may perform work on future Task Orders. The costs for each service provided should not include overhead and profit. Overhead and profit percentages should be presented separately.

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.

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

3-C Compliance with Laws

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

1. Motor Carrier Safety Act, 1963 P A 181, as amended.
2. Motor Bus Transportation Act, 1982, P A 432, as amended.
3. Rules and Regulations of the Department of Transportation may promulgate to accomplish the purpose of 1990 P A 339.
4. Motor Safety Carrier Regulations, being 49 CFR, Parts 387, 390-393, 395-397, and 399 including appendices C, D, E, and G.
5. Drug-Free Workplace Act of 1988.
6. Procedures for Transportation Workplace Drug Testing Progress, 49 CFR 40.
7. Physical Qualification Requirements of 49 CFR 391.41 to 391.49.
8. Debarment Certification per 49 CFR 29; Appendix D must be signed by Respondent and included in proposal submittal.
9. Surface Transportation Assistance act of 1982 ("Buy America Act"); Appendix E must be signed by Respondent and included in proposal submittal.
10. Lobbying Disclosure Act of 1985; Appendix F must be signed by Respondent and included in proposal submittal
11. Non-Discrimination Clause per 49 CFR, Part 26.
12. Prohibition of Discrimination per 1976 P A 453, Public Acts of 1976.

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

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

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 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.

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, Federal Transit Administration, 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.

CAPITAL AREA TRANSPORTATION AUTHORITY
STANDARD TERMS AND CONDITIONS OF PROCUREMENT
PROFESSIONAL SERVICES GREATER THAN \$100,000

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

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

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

addition to and do not limit any rights afforded to CATA by any other clause of this contract. The Contractor shall state the warranty and supply with its bid.

18. **INSURANCE.** The Contractor shall place and maintain with responsible insurance carriers the following insurance. The Contractor shall deliver to CATA, upon request, certificates of insurance which shall provide thirty (30) days' written notice to be given to CATA in the event of cancellation. Contractor shall require all Subcontractors to maintain adequate insurance coverage.
- (a) Workers' Compensation and Employer's Liability Insurance.
 - (1) Workers' Compensation in compliance with the applicable state and federal laws.
 - (2) Employer's Liability. Limit \$1,000,000.
 - (b) Commercial General Liability Insurance, including Professional Liability, Blanket contractual, XCU Hazards, Broad Form Property Damage, Completed Operations, and Independent Contractor's Liability, all applicable to Personal Injury, Bodily Injury and Property Damage to a combined single limit of \$1,000,000 each occurrence/claim, subject to a \$2,000,000 annual aggregate for Professional Liability, Completed Operations and Personal Injury other than Bodily Injury.
 - (c) Automobile Liability Insurance, including owned, hired and non-owned automobiles, Bodily Injury and Property Damage, to a combined single limit of \$1,000,000 each occurrence.
19. **INDEMNIFICATION.** In addition to the protection afforded by any policy of insurance, the Contractor agrees to indemnify and save harmless CATA, the Michigan Department of Transportation ("MDOT"), the Federal Transit Administration ("FTA"), and all officers, agents, and employees thereof:
- (a) From any and all claims by persons, firms, or corporations for labor, materials, supplies, or services provided to the Contractor in connection with the Contractor's performance of the contract; and
 - (b) From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation and response, and cleanup costs, and for attorney fees and related costs arising out of, under, or by reason of the Contractor's negligent performance of the contract.

CATA will not be subject to any obligations or liabilities by Subcontractors of the Contractor or their Subcontractors or any other person not a party to this contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

20. **ACCEPTANCE OF MATERIAL - NO RELEASE.** Unless CATA otherwise agrees in writing, acceptance of any portion of the material prior to final acceptance shall not release the Contractor from liability for faulty workmanship or materials or for failure to fully comply with all of the terms of this contract. CATA reserves the right and shall be at liberty to inspect all materials and workmanship at any time during the manufacturing process, and shall have the right to reject all materials and workmanship which do not conform with the contract requirements and specifications; provided, however, that CATA is under no duty to make such inspection and no inspection so made shall relieve Contractor from any obligation to furnish materials and workmanship in accordance with the contract requirements and specifications.

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

continued use of such material contains no CATA identifying information or confidential information.

27. EXCUSES FOR FAILURE TO PERFORM OR DELAYS. The Contractor will not be in default by reason of any failure in the performance of this contract, if such failure arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or the public enemy, acts of the government either in its sovereign or contractual capacity, fires, floods, and strikes. But in every case, a failure to perform must be beyond the control and without the fault or negligence of the Contractor or its Subcontractors. An excusable delay will permit the Contractor an extension of time for such reasonable period as may be mutually agreed upon between the parties.

B. TERMS INCLUDED IN CONTRACTS FUNDED IN WHOLE OR PART BY FTA, MDOT, OR OTHER GOVERNMENTAL AGENCY.

1. NONDISCRIMINATION.

- (a) Compliance with Regulations. Contractor shall comply with Federal Regulations relative to nondiscrimination of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, and Title 23, Code of Federal Regulations, Part 710.405(b), as they may be amended from time to time (hereinafter referred to as the Regulations), and with Executive Order 11246 titled Equal Employment opportunity, as amended by Executive Order 11375, and as supplemented by Department of Labor Regulation (41 CFR 60) which are herein incorporated by reference and made a part of this contract. Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
- (b) Nondiscrimination. With regard to the work performed by it during this contract, Contractor shall not discriminate on the grounds of race, color, sex, disability, or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (c) In connection with the performance of services under this contract, Contractor agrees to comply with the State of Michigan provisions for "prohibition of discrimination in state contracts" as set forth in Appendix A dated March 19, 1998, a copy of which is attached hereto and made a part hereof.
- (d) 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 U.S.C. § 5301(d), § 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, and the Architectural Barriers Act of 1968,

as amended, 42 U.S.C. § 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 three (3) 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 Governmentwide 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.
11. BUY AMERICA PROVISIONS. N/A
12. CERTIFICATION REGARDING LOBBYING. This procurement is subject to the Federal Transportation Administration Lobbying requirements. The attached certificate, entitled Certificate Regarding Lobbying (Appendix C), must be signed and returned as a term and condition of this Agreement and its terms are incorporated by reference herein.
13. PREVAILING WAGE. N/A
14. BID BOND. N/A
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. N/A
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. 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.
21. RECOVERED MATERIALS. N/A
22. 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.
23. CARGO PREFERENCE. N/A
24. 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**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.

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 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801, et seq.).

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

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

POLICY #204

DISADVANTAGED BUSINESS ENTERPRISE POLICY

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

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


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

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

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



Sam Singh, Board Chair



Sandra L. Draggoo, CEO/Executive Director

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

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

The Contractor _____ certifies or affirms 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 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

_____	Signature of Contractor's Authorized
Official	
_____	Name & Title of Contractor's
Authorized Official	
_____	Date

APPENDIX D

PROPOSAL/BID CERTIFICATION

CATA Project No. and Name:

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/bid for the Project 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/bid is submitted with one or more joint respondents, attached is an executed Proposal Certification page for each joint respondent.

- 4. Respondent has reviewed the Project solicitation documents, including all amendments and clarifications posted by Capital Area Transportation Authority (if any), and accepts the terms and conditions, subject to any specific exceptions made in respondent's proposal/bid submitted herewith. Further, the undersigned representative is authorized to sign and submit this Proposal Certification and the proposal on behalf of the respondent.

Respondent: _____

Signature: _____ Dated: _____

Printed Name: _____ Title: _____

Appendix E

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: _____

APPENDIX F

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
------	----------------	---------	----------	-------------

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 _____

ATTACHMENT A

MICHIGAN/GRAND RIVER CORRIDOR BUS RAPID TRANSIT ENVIRONMENTAL DOCUMENTATION

1. DOCUMENT PURPOSE

This document reviews environmental impacts identified by the Capital Area Transportation Authority (CATA) during the Alternatives Analysis for the Michigan/Grand River Avenue Corridor (the Corridor) Transportation Study. It also provides a preliminary outline of content for an eventual Environmental Assessment or Environmental Impact Statement.

The primary purpose of this document is to provide the Federal Transit Administration (FTA) with an understanding of the environmental issues present in the Corridor. This will aid FTA in reviewing CATA's application to enter the Project Development stage of the Small Starts program.

2. PURPOSE AND NEED

Michigan and Grand River Avenues link the densest population and employment concentrations in the Greater Lansing Region and many activity centers and destinations. There is heavy east-west travel demand within the Corridor, and this demand is projected to grow over the long term. However, there is limited potential for roadway expansion, so additional transportation options must be developed for residents, workers and visitors.

With thousands of riders per day using existing local bus service, and a variety of highly efficient fixed-route buses serving the MSU campus, this is the highest ridership public transportation corridor in the region. Improvements to and expansion of public transportation in this Corridor have been identified as the highest-priority public transportation opportunity within the region.

The Corridor contains many major employment engines for the region. Improved regional transportation will improve the connections to a wider array of employment opportunities for residents, and make portions of the corridor more attractive for ongoing revitalization efforts. Future growth in and around Michigan State University (MSU) will be aided by improved accessibility to campus from throughout the region.

Adopted local and regional plans support urban infill development and redevelopment focused on key nodes within the Corridor that are well-served by the transportation system. Transportation Improvements need to be supportive of the scale and character of development envisioned by local communities, all of which have promoted the need for multi-modal transportation solutions.

The Alternatives Analysis and previous local and regional planning efforts have involved a wide cross-section of the public in addressing transportation issues. Environmental analysis and project development of the BRT must focus on developing consensus by identifying impacts and mitigating for effects of the Locally Preferred Alternative (LPA).

3. PUBLIC AND AGENCY INVOLVEMENT IN ALTERNATIVES ANALYSIS

CATA began an Alternatives Analysis for the Corridor in 2009. Throughout the project, an emphasis has been placed on involving stakeholders, appropriate governmental agencies and citizens in the decision-making process. At the project's inception, CATA established two advisory committees; a Technical Committee made up of staff from local governments, state and federal agencies and regional organizations and a Steering Committee made up of leadership from the same set of organizations. Project priorities and final determinations were made through this committee structure, with recommendations made to the CATA Board of Directors for final action.

CATA presented material to the public and sought input on multiple occasions during 2010. The first series of public open houses was held following identification of all possible transit modes for the corridor, with approximately 100 people in attendance at three open houses. Next, CATA conducted two meetings with business owners along the Corridor to solicit input on potential rapid transit modes in the Corridor. Finally, after a Modified BRT alternative was developed, but prior to recommending an LPA to the CATA Board, a series of four public open houses were held to present the findings of the Alternatives Analysis and gather comments from the public. A total of 139 people attended the final set of open houses. Potential environmental impacts have been identified for this document based on the comments received at these open houses, meetings and technical evaluation done by the project consultant team.

4. ALTERNATIVES CONSIDERED

The Steering Committee, with public input, adopted a final list of possible alternatives that included Light Rail Transit (LRT), Modern Streetcar, Bus Rapid Transit (BRT) and a Baseline alternative in early 2010. The result of the evaluation of the four alternatives was the creation of a fifth alternative, *Modified* Bus Rapid Transit. Modified Bus Rapid Transit employs elements of the Modern Streetcar Alternative to maximize ridership, while employing a Bus Rapid Transit system to minimize costs.

Following public open houses, the Steering Committee recommended the Modified BRT alternative to the CATA board for adoption as the LPA. The CATA board then adopted the Modified BRT Alternative ("Michigan/Grand River Corridor BRT" from this point forward) as the LPA in February, 2011.

The Michigan/Grand River Corridor BRT alternative includes the following elements:

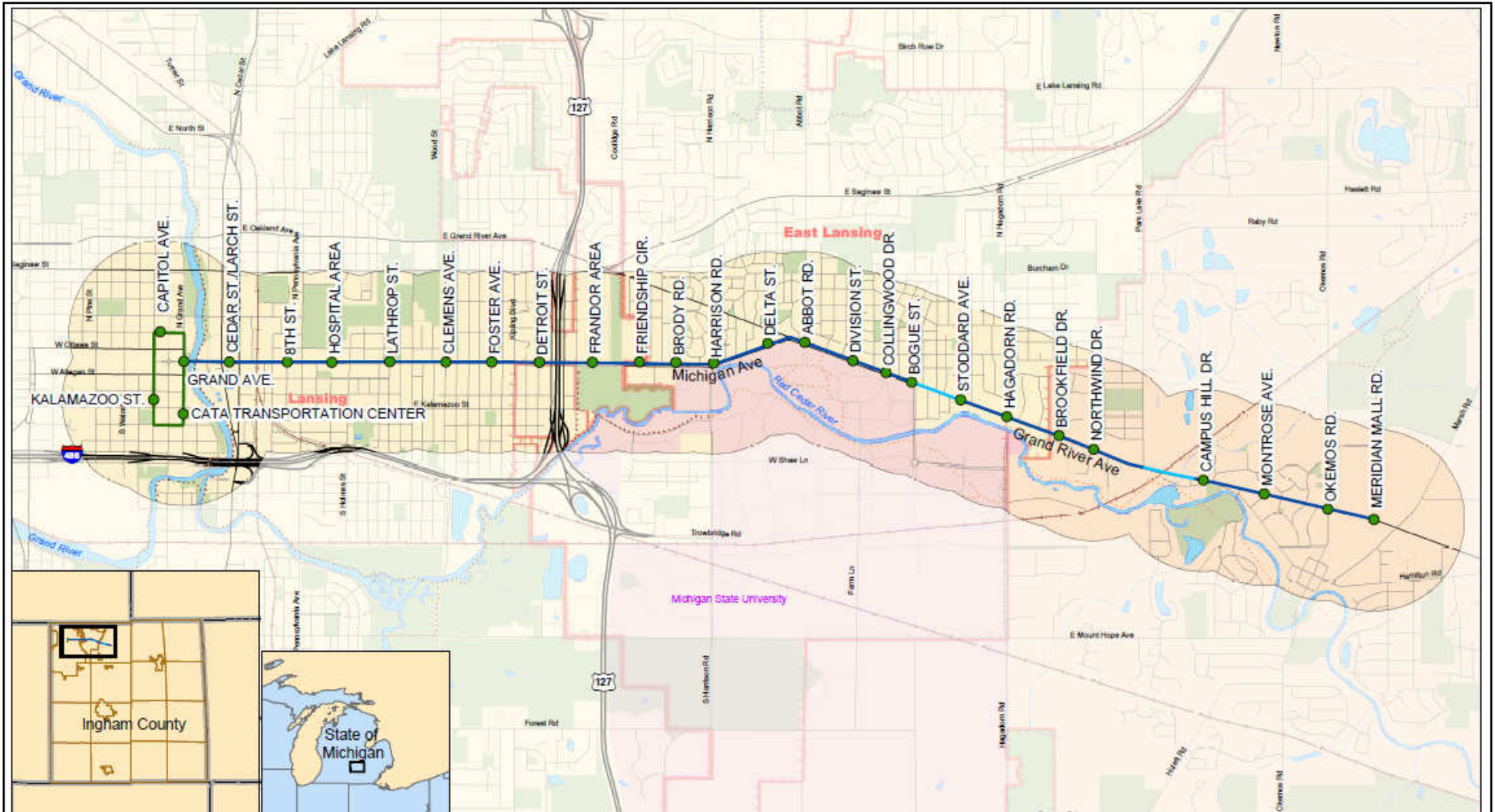
- Center-running, dedicated bus way for the majority of the alignment;
- 28 stations;
- New articulated BRT vehicles;

- 6-minute peak service (2-6PM);
- Park-and-ride facilities near Frandor Shopping Area in the City of Lansing and Meridian Mall/Meijer in Meridian Township;
- Station amenities that include level boarding, off-board fare collection and next bus information;
- Multi-modal enhancements, including sidewalk reconstruction at major intersections and station locations, bicycle lanes where appropriate, and additional pedestrian improvements to allow for safe street crossings;
- Elimination of the existing local bus service on the corridor; and
- Construction limited to the existing right-of-way (i.e. no anticipated property acquisition).

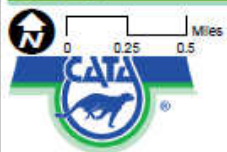
5. AFFECTED ENVIRONMENT

The study area for the project is the area within ½ mile of the corridor from the intersection of Marsh Road in Meridian Township, to a loop through Downtown Lansing, which passes the State Capitol building. Map 1 on the following page displays the study area. However, due to the regional significance of the Corridor, the impact of the proposed project will extend far beyond the study boundaries. As a consequence, outreach activities, especially during the NEPA scoping process, will seek input from residents of the Greater Lansing area, not just corridor stakeholders.

• Map 1



URS



Michigan/Grand River Avenue Bus Rapid Transit

- Bus Lane
- Median Running Busway
- Shared Inside Lane
- Proposed Station
- Primary Road
- Roads
- Railroad
- Water Feature
- Existing Trail
- Proposed Trail
- One-half Mile of Station
- County
- Park & Open Space
- City Limits

Project Map

DRAFT
May 2011

6. ENVIRONMENTAL OVERVIEW

In this section categories of environmental impacts are divided into four groups:

1. Not applicable: There is no affected environment in the study area and additional analysis during the environmental review would not be needed, unless scoping determines otherwise.
2. Unknown: Potential impacts in these categories were not examined during the Alternatives Analysis. Further analysis will be conducted during the NEPA process.
3. Unlikely impact: These categories are applicable to the Corridor, but the impact in the Michigan/Grand River Corridor BRT is likely to be minor based on research conducted as part of the Alternatives Analysis. Further analysis will be conducted during the NEPA process.
4. Potential impact: These categories are applicable to the corridor and potential impacts resulting from the Michigan/Grand River Corridor BRT have been identified during the Alternatives Analysis. These categories will be a priority for analysis in any future NEPA process.

6.1. Not applicable

- 6.1.1. Relocations/property acquisition
The Michigan/Grand River Corridor BRT alternative is planned to operate exclusively in existing right-of-way, no property acquisition is planned.

6.2. Unknown

- 6.2.1. Water Quality
Impacts on water quality were not evaluated during the Alternatives Analysis.
- 6.2.2. Utilities
Impact of BRT on utilities was not evaluated in the Alternatives Analysis. Utilities are a mix of above-ground and below-ground throughout the corridor.
- 6.2.3. Visual and aesthetic conditions
Visual and aesthetic assets like the State Capital Building, the Historic Michigan State University Campus and Cooley Law School Stadium exist in the Corridor. The impact of BRT on these assets is unknown at this point, but is likely to be limited.
- 6.2.4. Endangered Species
Impacts on endangered species were not evaluated during the Alternatives Analysis.
- 6.2.5. Stormwater Management
Impacts on stormwater management were not evaluated during the Alternatives Analysis.

6.3. Unlikely impact

- 6.3.1. Air Quality
A modest improvement in regional air quality is anticipated. Based on preliminary data from the Alternatives Analysis, the Michigan/Grand River Corridor BRT would reduce 2035 annual CO₂ emissions in the corridor by 1.9% compared to the Baseline Alternative.
- 6.3.2. Energy

Positive impacts on energy are likely as the Michigan/Grand River Corridor BRT reduces regional Vehicle Miles Traveled versus the baseline by increasing public transit use and improving non-motorized facilities in the Corridor, including new bike lanes and improved pedestrian facilities.

6.3.3. Environmental Justice

The alignment serves several areas that exceed the regional average for minority population and low income population as well as areas that do not exceed the regional average. Benefits and impacts of transportation improvements are likely to be equivalent across demographic groups.

6.3.4. Parkland

Several parks are present within the study area (see Map 1). However, impacts on these will be negligible as construction will be limited to the existing right-of-way.

6.3.5. Habitat: A few potential habitat areas exist within the project study area, but the majority will not be impacted by construction activities associated with this project. Primary areas of concern will be areas where the proposed alignment is in close proximity to or crosses a body of water. These issues are most prevalent near the Harrison Road intersection, in Downtown Lansing near the Grand River Bridge and in Meridian Township just west of Montrose Avenue.

6.4. Potential Impact

6.4.1. Community facilities and services

There are 143 community facilities within one-half mile of proposed stations. Impacts on these facilities will be limited to possible changes to driveways and pedestrian access. There is a strong likelihood that community facilities will be positively impacted by transportation improvements in the corridor.

6.4.2. Hazardous Waste

The Tri-County Regional Planning Commission identified multiple open leaking underground storage tanks along the proposed alignment in its Regional 2035 Transportation Plan Supplement. The actual impact of these sites on construction activities will be examined further in future environmental review activities.

6.4.3. Parking

On-street parking exists along approximately one-third of the alignment, with 450 total spaces. The right-of-way width is also limited in the area where on-street parking is currently present. Initial research on this topic during the Alternatives Analysis was limited to the relative impact of the alternatives and did not develop fully the impact of any individual alternative on parking.

6.4.4. Neighborhood Character

The proposed alignment is along one of the most significant arterials in the Greater Lansing region. During public open houses, attendees expressed concern regarding the impact of the build alternatives on large medians on both Grand River and Michigan Avenues in East Lansing. Additionally, concern was expressed regarding the impact of the build alternatives on left turn movements into Downtown East Lansing and the potential of increased traffic on neighborhood streets. Impacts of BRT on these and other neighborhood assets

must be researched in much greater detail during the NEPA process. Public involvement will be especially important in this category.

- 6.4.5. Land use, zoning and public policy
Existing zoning ordinances in Meridian and Lansing Townships are not conducive to transit-oriented development. All local governments along the corridor are members of the project advisory committees and are supportive of the LPA. Both townships have expressed willingness and interest in revising their codes to be supportive of TOD development once the project nears implementation.
- 6.4.6. Historical Resources and Archaeological Resources
Thirty-two Historical resources have been identified along the corridor. Impacts on these resources are likely to be limited to driveways and pedestrian access, as construction will be limited to the right-of-way. Furthermore, impacts of the Michigan/Grand River Corridor BRT may be positive as a result of improved access.
- 6.4.7. Noise and vibration
Approximately 1,300 residents and 32 businesses are present in the corridor that may be impacted by noise and vibration. The relative impact of each of the build alternatives in this category was considered in the alternatives analysis, but the actual impact of BRT in the corridor was not analyzed.
- 6.4.8. Roadways and Level of Service
Traffic models estimate level of service will be reduced to level “E” or below at seven intersections by 2035 with BRT. This compares to just one intersection at level “E” or below in the baseline alternative.¹ Comments were received concerning additional traffic on neighborhood streets and the impact of the build alternatives on left turn movements into downtown East Lansing. Bicycle lanes are also planned for portions of the corridor. During environmental review, detailed consideration of cyclist safety and bicycle connections to surrounding neighborhoods and businesses will be necessary in addition to traffic analysis.
- 6.4.9. Floodplains
Several portions of the alignment are within 1% annual flood hazard areas. The amount of impact construction of BRT has in these areas is unknown at this time.
- 6.4.10. Safety and security
Pedestrian activity is very high in several portions of the corridor and the addition of new transit stations in the median of the roadway will necessitate pedestrian crossing improvements in many locations, including additional signage. Of special importance is pedestrian access between MSU and downtown East Lansing.
- 6.4.11. Wetlands

The Michigan Department of Environmental Quality Wetlands Inventory, completed in 2007, identifies numerous “potential” wetland areas within the project study area. Additionally, the national wetlands inventory also identifies wetlands in close proximity to the alignment.

¹ Level of Service “D” was considered the threshold for acceptable level of service within the corridor. Therefore, intersections with a Level of Service E or lower are considered to be operating at a sub-optimal level.