

.Capital Area Transportation Authority

HVAC & Plumbing Services

Request for Proposal # 2013-127

SCHEDULE OF ACTIVITIES

RFP Release Date:	December 27, 2013
Written Questions due to CATA:	January 2, 2014, Noon
Pre-Proposal Meeting:	January 8, 2014, 10:00 A.M. Eastern Standard Time, CATA Admin Office, 4615 Tranter Street, Lansing, MI 48910
CATA's Responses released:	January 14, 2014
Required Number of Proposals & Due Date:	Submit 4 proposal copies to CATA Purchasing Manager address listed on page 4; Not Later than 2:00 P.M., January 20, 2014
Orals/Interview(s) (if held):	January 23, 2014
Begin Contract Development:	February 21, 2014
Contract Signature/Award Date:	March 12, 2014
Contract Start Date:	April 1, 2014
Kick-off Meeting @ CATA/Telecon:	April 1, 2014
Progress Meetings:	On-going, weekly/monthly as required

Issued On December 27, 2013

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Capital Area Transportation Authority

HVAC & Plumbing Services

Request for Proposal Project #2013-127

SECTION I: PROCUREMENT PROCESS

I-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:

Barry Flowers
Purchasing & Contracts Manager
Capital Area Transportation Authority
4615 Tranter Street
Lansing, MI 48910
Fax: (517) 394-3733
E-mail: bflowers@cata.org

I-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.

Mr. Barry Flowers
Facility Superintendent
Capital Area Transportation Authority
4615 Tranter Street
Lansing, MI 48910

I-C Project Oversight

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

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

I-D Incurring Costs

The bidder shall bear all costs associated with the preparation and submission of its bid. 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.

I-E Contract Term

The activities in the proposed contract will take place during a three (3) year contract period, with two (2) each possible one (1) year extensions.

I-F Contract Extension

CATA reserves the right to extend the term of any contract resulting from this RFP for up to two (2) years, as above, upon approval of the CATA Board of Directors. Any extension(s) to be in writing.

I-G Type of Contract

There are two categories to the proposed contract. The first category is Preventive maintenance (PM). The PM portion of the contract is a fixed price contract, with payments to be made quarterly by CATA. The second is On-Call Service to address issues outside of PM. The On-Call Service portion of the contract will be paid at a contracted hourly rate.

The term of the proposed contract will be from: April 1, 2014 to March 31, 2016, a period of three (3) years.

CATA also reserves the right to expand or decrease service/use of the contract as conditions require.

I-H Questions/Changes to the RFP

It is the desire of CATA to provide the same information to all interested parties to insure fairness and impartiality in the procurement process. To that end, CATA 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 U.S. postal 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. No changes will be made in the RFP after such changes/answers are distributed.

I-I 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 the CATA Administrative offices, 4615 Tranter Street, Lansing, MI 48910. The purpose of this meeting will be 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, respondents are strongly encouraged to attend.

I-J 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 only to the CATA Purchasing Manager at the address listed within Section 1-A. 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, including price 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. 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.

I-K Acceptance of Proposal Content

The contents of this RFP, its attachments, and the proposal 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.

I-L Economy of Presentation

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

I-M 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, capabilities and Certified Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) status. The prime contractor is totally responsible for adherence by the subcontractors to all provisions of the contract. 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.

I-N Other Duties Assigned by CATA

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

I-O Selection Criteria

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

- 1) 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.
- 2) Capability and qualifications of the prime firm and all subcontractors.** This addresses distribution of staff time to the project, the respondent's past record of performance on similar assignments (such as control of costs, quality of work and ability to meet schedules). The primary contractor will also be evaluated on its past experience in managing subcontractor relationships.
- 3) 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 training.
- 4) Understanding of the Problem and Objectives.** As stated in the proposal and demonstrated by the written description of the project in the proposal.
- 5) 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.
- 6) Price.**

CATA will form 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. That firm determined to be the most highly qualified based on the submitted proposal and any oral presentation may be asked to enter final negotiations. 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.

I-P 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 to present to CATA your approach to this project and the uniqueness of the respondent's team in meeting the requirements of this RFP. Key members of the respondent's project team, including a representative from each subcontractor, must be part of the presentation. If held, the presentations will be on the date indicated on the cover of this RFP. **A maximum of 30 minutes will be allowed for each presentation, followed by 30 minutes for questions and answers (timing and duration to be determined by CATA).**

I-Q Independent Price Determination

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

- The prices in the proposal have been determined independently 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 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.

I-R Payment

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

SECTION II: STATEMENT OF WORK

II-A Background

The Capital Area Transportation Authority ("CATA") is the regional public transportation provider for the Greater Lansing area. Specifically, CATA currently provides transit service to the Cities of Lansing and East Lansing, the Townships of Lansing, Delhi, and Meridian and Ingham County.

CATA has facilities at two separate sites that are to be serviced under this contract. The first is CATA's corporate complex at 4615 Tranter Street Lansing, MI 48910. This site contains the administrative offices (24,000 square feet). The administrative offices are attached to a 120,000 sq. ft. bus parking area and a 38,000 sq. ft. vehicle maintenance garage. The second site is referred to as the CATA Transportation Center ("CTC") 33,000 sq. ft., located at 420 South Grand Avenue, Lansing, MI, 48933. The CTC is a public facility that acts as the main transportation hub for CATA's Lansing area routes. Greyhound and Indian Trails also provide service from the CTC.

II-B Objectives of the Project

The specific objectives for this Project are as follows:

- Secure a long term contract for preventive maintenance and repairs for HVAC and control equipment at the CATA Tranter Street facility and the downtown CATA Transportation Center (CTC).
- Secure a long term contract for monitoring of HVAC equipment at the CATA Tranter Street facility and the downtown CATA Transportation Center (CTC).
- Secure a long term contract for on-call service for plumbing, HVAC equipment and HVAC controls repairs at the CATA Tranter Street facility and the downtown CTC.
- Provide a complete review of CATA's building automation system (software and hardware) to include operational validation and verification of programing. Then provide a detailed report of all HVAC equipment being controlled with recommendation and cost to improve efficiency.

II-C Scope of Work

HVAC Preventive Maintenance Scope of Work:

Provide all services necessary for the routine preventive maintenance and repairs of HVAC equipment (See Appendix B, Equipment List) at the CATA Tranter Street facility and the downtown CATA Transportation Center (CTC).

- All work under this agreement to be performed during the hours of 8:00 A.M. to 5:00 P.M. except emergency repairs as authorized in advance by CATA.
- Due to the recent building additions the HVAC equipment on CATA's BMS web page is inaccurate. It will be the contractor responsibility to work with CATA's staff to identify and re-label this equipment.
- CATA has developed the attached equipment list to the best of its knowledge. It is the responsibility of the contractor to verify all information on this list.
- Include the process, paperwork and inspection that apply to the Consumer Energy Rebate Program on the following equipment. Boiler tune up, RTU Heating and A/C tune up and MUA Heating tune up. Please include a copy of the before and after combustion analysis with your heating PM inspection

reports to CATA. CATA understands that Consumers Rebates may not be available each year but would like this process followed in order to guarantee a uniform PM process for all vendors.

- Equipment inspections will be performed semi-annually, quarterly and yearly to ensure that all equipment is functioning properly and is in good operational condition.
- Air conditioning inspection must be completed by May 1st of each year.
- Heating inspection must be completed by September 1st of each year.
- Filter changes shall be performed quarterly. Filters used must be pleated, M7 or similar quality.
- Belts shall be changed annually.
- Lubricate all equipment quarterly and semi-annually where needed to permit bearing, gears and all contact wearing points to operate freely without undue wear.
- Cleaning of coils and condensing units (Brush, CO2, or Water, no power washing) on an annual basis or as needed.
- The contractor responsibility for replacement refrigerant under this agreement shall not exceed (10%) of the rated system charge per year for equipment listed in this agreement. CATA shall be responsible for the cost of any additional replacement refrigerant.
- Include in you pricing to check and cycle the HVAC controls to RTU, MUA, boilers, VAV boxes, steam converter, unit heaters, tube heaters and exhaust fans to confirm proper operation of equipment. Also inspect and calibration all sensors for control system once a year.
- While performing the PM Service on all equipment the technician must enable the equipment through the control system. Bypassing the control system to activate unit will not be allowed.
- Check operation of vehicle storage area automated ventilation system once a year. Test and calibrate all CO and NO2 sensors.
- Include one Tridium software updates per year to be installed as they become available.
- Include a minimum of 10 hours telephone technical support each year for controls.
- Test ten (10) backflow preventers and provide owner with results annually.
- Glycol levels check and record; provide owner with results annually.
- Provide water treatment services annually, and add treatment as needed. If system develops a large leak or needs to be drained for repairs (over 10% of the system) CATA shall be responsible for the cost of inhibitor to bring system back to normal. Provide CATA with type report.
- Provide detailed procedure for afterhours repair including.
- Respond within four (4) hours to general service calls.
- Respond within two (2) hours to calls for emergency service.

II-D CATA Responsibility

CATA will provide:

- A complete list of all equipment to be covered under this agreement.
- CATA will promptly notify contractor upon the discovery of any unusual operating conditions.
- Reasonable and timely access to all equipment covered in this agreement.
- Copies of existing reports.
- Access to appropriate CATA facility(s)

II-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 timely completion of each task.

CATA will give priority to contractor for performance of service on listed equipment, except that CATA may perform service on listed equipment, use others to perform service if contractor is unable to respond within two (2) hours, or in the event of an emergency or situation involving risk of personal injury or property damage.

Meetings: On each site visit, contractor's technician shall meet with CATA's project manager prior to performing planned maintenance or repairs to review the schedule and before leaving to note progress and problems found.

Contractor representative shall meet with designated CATA Project Manager or designee monthly to review current and planned maintenance program.

Reports: Within 30 days of completed planned maintenance inspections, Contractor will provide to CATA a typed report for all applicable equipment. This report must be specific to the type of equipment being serviced. This report will list equipment name, number, date of inspection, location of equipment, model number, serial number, detailed list of parts inspected, lubed or adjusted. This report will also list all recorded measurements for electrical, gas and water pressures.

Equipment: CATA reserves the right to add, remove, or substitute equipment for listed equipment (Appendix A, Equipment List) to accommodate changes at CATA facilities and to make other changes desirable to CATA. Prior to making revisions, CATA and contractor will meet to discuss how the proposed revision will impact contractor's responsibilities.

Repairs: Upon completion of regular planned maintenance inspections, the need for repairs beyond the scope of preventive maintenance will be brought to the attention of CATA's Project Manager. Contractor will provide CATA with a firm price for indicated repairs. Sufficient details, including itemized costs and repair time durations, are required. Repairs will be performed only upon receipt of CATA's written authorization to proceed.

CATA reserves the right to solicit competitive quotes on repairs to the listed equipment or new equipment, as CATA deems appropriate, without affecting contractor's obligations under this Agreement.

Staffing: Contractor shall provide two (2) technicians one (1) lead and one (1) backup technician each for Tranter and the CTC, with support technicians as needed. Only qualified journeymen will perform services and repairs at CATA, except that filter and belt changes and cleaning of coils may be done by qualified tradesmen. Work will be

performed during the hours of 8:00 a.m. to 5:00 p.m., except for emergency repairs as authorized in advance by CATA.

Honeywell Tridium Controls: Contractor shall be certified in Honeywell Tridium AX Controls. Contractor shall provide documentation to prove certification. Contractor shall have at least five (5) years' experience working with Tridium controls. Contractor shall have two (2) certified engineers on staff.

Contractor's employees shall be neatly groomed and dressed; uniforms as described in vendor proposal or as approved by CATA shall be worn by contractor's employees and each employee shall wear an identification badge.

Contractor's employees shall respect all of CATA's rules, including, but not limited to, CATA's Alcohol and Drug Policy, safety, smoking, and security of the buildings.

II-F Deliverables

See above, Section II-C, Scope of Work, and Section II-E, General Requirements.

II-G Detailed Work Plan

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

- The contractor must be able to provide appropriate staff to properly service the contract. Bidders shall list all key personnel that will be assigned to the contract. Identify the key personnel by name and title; list their primary responsibilities during the contract.
- The contractor's detailed manning table with names, titles, telephone numbers, fax numbers, cell phone numbers, e-mail addresses and any other critical information for all staffing assign to this contract.
- The contractor must provide a time-phased plan for completing all scheduled planned maintenance for each year of the contract.
- 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.

II-H Proposal Requirements

- Resumes of all personnel including journeymen, service personnel, and Tridium AX controls technician who would be assigned to this account shall be submitted.
- Documentation on factory training for CATA's HVAC equipment and temperature controls systems detailed in this bid shall be submitted for each person whose resume is submitted.
- List all subcontractors; including firm name and address, contact person and complete description of all work to be subcontracted. Include descriptive information concerning subcontractor's organization and abilities.
- Submit examples of completed PM Inspection's forms for roof top units, make up air units, mini split units, IT room climate control units, unit heaters, radiant tube heaters and boiler inspections.
- Submit examples of Controls PM Inspection forms that show that show the results from checking and cycle the HVAC controls to confirm proper calibration and operation of all sensors and controls.

- Length of time the company has been in business.
- Company sales volumes for the last (5) years.
- Size and location of facility that will be involved in servicing this contract.
- Prior experience of your firm which you consider relevant to your ability to successfully manage this contract
- List of five (5) references of current companies under contract of similar size including specific contact names, addresses, telephone numbers, fax numbers and e-mail addresses.
- Warranty: bidders shall discuss all aspects of their warranty. This warranty shall be associated with the actual product being proposed, as well as the warranty associate with any service work performed under the contract. Bidders shall also discuss how they will handle any repairs that need to be made due to damage or defective products, how installation problems will be rectified.
- 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.
- DBE and/or SBE firms to be involved in the project.
- 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.
- Additional Information and Comment – include any other information that is believed to be pertinent, but not specifically asked for elsewhere.
- A description of the Respondent's Quality Assurance Program.
- A list of any work that is to be sub-contracted and a description of the qualifications of the Prime Contractor and each Sub-Contractor on the team.
- An organizational chart of the 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.

II-I Cost of Project

- Contractor must list total fixed planned maintenance prices for each year of the proposed five (5) year contract for all of CATA's facilities, including those at 4615 Tranter Street, Lansing, as well as those at 420 South Grand Avenue, Lansing, MI.
- Contractor must list total fixed planned maintenance cost for five (5) years for each facility as described above.
- Contractor must list labor rate for HVAC repairs for each year of the proposed five (5) year contract.
- Contractor must list labor rate for plumbing repairs for each year of the proposed five (5) year contract.
- Contractor must list labor rate for Tridium Controls repairs for each year of the proposed five (5) year contract.
- Contractor must list percentage of markup on materials used to repair equipment for each year of the proposed five (5) year contract.

SECTION III: COMPLIANCE REQUIREMENTS

III-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 4220.1E.

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 4220.1E, 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.

III-B Disadvantaged and Small Business Enterprises

Disadvantaged Business Enterprises ("DBE") and Small Business Enterprises (SBE's) 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, 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>.

III-C Compliance with Laws

The Contractor shall comply with all federal, state, and local laws, ordinances, codes, 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 C must be signed by Respondent and included in proposal submittal.
9. Surface Transportation Assistance act of 1982 ("Buy America Act"); Appendix D must be signed by Respondent and included in proposal submittal.
10. Lobbying Disclosure Act of 1985; Appendix E 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.

III-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.

III-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.

III-F Audit and Inspection of Records

In the case of all negotiated contracts, and contracts for construction, reconstruction, or improvement of facilities and equipment which were entered into under other than competitive bidding procedures, the Contractor agrees that the grantee, the Comptroller General of the United States, or any of their duly authorized representative shall, for the

purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records, and accounts with regard to the project. Further, the Contractor agrees to maintain all required records for at least three (3) years after grantees make final payments and all other pending matters are closed.

III-G Complaints or Protests

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

III-H Request For Proposal Signature Certification Page

See page 18.

III-I Contractual Terms and Conditions - Appendices

See CATA Standard Terms and Conditions including Appendix A, B, C, D, and E, pages 18-35 for details.

Exhibit 1 – CATA Equipment List - See Attachment

REQUEST FOR PROPOSAL SIGNATURE CERTIFICATION PAGE

1. At least one proposal copy must be signed with an original handwritten signature executed in ink and returned with your proposal for your proposal to be considered.
2. By signing this RFP Signature Certification Page, the Respondent certifies that she/he is authorized to sign and submit this response on behalf of the submitting vendor named below. Respondent further acknowledges that she/he is responsible for reviewing and acknowledging any addendums (if any) that have been issued for this solicitation in a timely manner for use in the vendor's response to this solicitation.

Completion of ALL of the following information is required:

Check category that indicates business structure of Respondent:

Individual or Proprietorship

Partnership or Joint Venture with _____

If Partnership or Joint Venture are you the Prime Contractor? (Please check one) Yes or No

Corporation

The below named individual, submitting and signing this response, verifies that he/she is a duly authorized officer of the company and that his/her signature attests that all information set forth in the Request For Proposal including all specifications, Addenda (if any), Terms and Conditions, and FTA Certifications contained in and pertaining to this RFP are understood and accepted. *Furthermore if Respondent is a Partnership or Joint Venture, a completed RFP Signature Certification Page from an authorized representative of each party is required.*

By: _____ Date _____
Original Signature of Respondent

Print/Type Name _____ Title _____

Respondent Company Name _____

Street Address _____

City, State, ZIP _____

Respondent Phone# _____ Respondent Fax# _____

Respondent e-Mail Address _____

Federal Employer Identification
Number/SSN _____

CAPITAL AREA TRANSPORTATION AUTHORITY
STANDARD TERMS AND CONDITIONS OF PROCUREMENT
CONSTRUCTION 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 contract was not in default or, (b) the Contractor's failure to perform is without his control, fault or negligence, the termination shall be deemed to be a termination for convenience under the following Paragraph 3.
3. **TERMINATION FOR CONVENIENCE.** CATA, by written notice, may terminate the contract, awarded on the basis of this proposal, in whole or in part, when it determines it is in the best interest of CATA. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with its auditable cost incurred at the time of notification of termination. To the extent that the contract is for services and is so terminated, CATA shall be liable only for payment in accordance with the payment provisions of the contract for services rendered to the effective date of termination.
4. **ADDITIONAL INFORMATION.** The Contractor shall promptly furnish any additional information requested by CATA relative to the equipment it proposes.
5. **SUPPLIER RESPONSIBILITY.** No advantage shall be taken by the Contractor or its Subcontractor in the omission of any part or detail which goes to make the equipment complete and operable for use by CATA. In case of any variance, this specification shall overrule Contractor or Subcontractor specifications. The Contractor shall assume responsibility for all materials used whether the same is manufactured by the Contractor or purchased ready made from a source outside Contractor's company. In the case of the replacement of a Subcontractor, the Contractor must, within five (5) working days, notify CATA in writing of the replacement and provide name, address, telephone number, and the type of service.
6. **DELIVERY.** Service and/or equipment will be delivered to Capital Area Transportation Authority, 4615 Tranter Street, Lansing, Michigan 48910. The Authority will assume custody of all property at one of its other locations, if so directed, in writing by CATA. Invoices shall be furnished with the delivery of each item. CATA reserves the right to inspect all deliveries or services before acceptance.

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

customer for such equipment and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to CATA by any other clause of this contract. The Contractor shall state the warranty and supply with its bid.

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

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

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

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

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

1. NONDISCRIMINATION.

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

4151 et seq, and any applicable Implementing Federal regulations or directives as they may from time to time be promulgated or amended.

- (e) This provision B.1 (a)-(e) will be included in all subcontracts relating to this contract. Further, each contract which Contractor signs with a Subcontractor must include the following assurance:

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

2. **DBE REQUIREMENTS.** Contractor will carry out the applicable requirements of the Michigan Department of Transportation's Disadvantaged Business Enterprise ("DBE") program and 49 CFR 26, including, but not limited to those requirements set forth in Appendix B, attached hereto and made a part hereof.
3. **CONTINGENT FEES.** The Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the Contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, CATA shall have the right to annul this contract without liability.
4. **RECORDS/AUDITS.** The Contractor shall maintain complete and accurate books, documents, papers, accounting records, and other evidence with respect to allowable costs incurred and manpower expended under this contract. All such records shall be maintained on the basis of generally-accepted accounting principles and shall be clearly identified and readily accessible. The Contractor shall provide during regular business hours to the U.S. Secretary of Transportation, the FTA Administrator, the Comptroller General of the United States, and CATA, or their duly authorized representatives, access to such data and records, and the right to inspect and audit all data and records of the Contractor relating to its performance under the contract, and to make transcripts therefrom as necessary to allow inspection of all work data, documents, proceedings, and activities related to this contract for a period of four (4) years from the date of final payment under this contract. In the event of a dispute as to allowable costs or any other issue under this contract, Contractor will thereafter continue to maintain such records until the dispute has been resolved.
5. **CONFLICT OF INTEREST.** The Contractor certifies that, to the best of its knowledge, no CATA employee or office of any public agency interested in this contract has any pecuniary interest in the business of the Contractor and that no person associated with the Contractor has any interest that would conflict in any manner or degree with the performance of this contract.
6. **INTEREST OF MEMBER OF CONGRESS OR DELEGATES TO CONGRESS.** No member of Congress or delegates to the Congress of the United States shall be admitted to any share or part of the contract, or to any benefit arising therefrom. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.
7. **DEBARMENT AND SUSPENSION.** Contractor must comply with U.S. DOT regulations "Nonprocurement Suspension and Debarment", 2 CFR Part 1200, which adopt and supplement the U.S. Office of Management and Budget ("U.S. OMB") "Guidelines to

Agencies on 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.** Contractor agrees to comply with 49 U.S.C. 5323(j) and FTA's Buy America Regulations in 49 CFR Part 661. These require that iron, steel, and manufactured products used in FTA funded projects be produced in the United States, with specific provisions that apply to rolling stock procurements, unless a waiver has been granted by FTA or the product is subject to a general waiver. *The continued accuracy of the certificate, attached as Appendix C, entitled "Buy America Certification", submitted with Contractor's proposal/bid is a term and condition of this Agreement.*
12. **CERTIFICATION REGARDING LOBBYING.** This procurement is subject to the Federal Transportation Administration Lobbying requirements. The attached certificate, entitled Certificate Regarding Lobbying (Appendix D), must be signed and returned as a term and condition of the procurement.

13. FEDERAL WAGE REQUIREMENTS FOR CONSTRUCTION CONTRACTS.

(a) This procurement is subject to the Davis-Bacon Act, 40 USC § 3141, *et seq*, and to the Copeland Anti-Kickback Act, 18 USC § 874, and to Contract Work Hours and Safety Standards Act, 40 USC § 3701, *et seq*, and to the regulations promulgated thereunder ("the Acts"). As required by federal regulations promulgated under the Acts, the following provisions set forth in Paragraph 13(b) and (c) are incorporated into the Agreement, with the understanding that the term "contracting officer" refers to the appointed representative of CATA.

(b) **Davis-Bacon and Copeland Anti-Kickback Acts**

(1) **Minimum wages**

(i) All laborers and mechanics employed or working under the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (v) (A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this

contract from the first day on which work is performed in the classification.

(2) **Withholding** - Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Owner may, after written notice to the Contractor, sponsor, applicant, or agency, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records**

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractor's employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to Owner for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5.

This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or agency, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the

trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity** - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility**

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(c) **Contract Work Hours and Safety Standards Act**

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - Capital Area Transportation Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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.** The successful bidder on a construction contract shall furnish at its own expense performance and payments bonds. These bonds shall be furnished to CATA within ten (10) calendar days after contract award. Bond requirements are as follows:
 - (a) A performance bond for construction contracts shall be payable to CATA in the amount of 100 percent (100%) of the full contract amount as a guarantee of good faith on behalf of the Contractor that the Contractor will perform all of its obligations under the contract.
 - (b) A payment bond shall be payable to CATA in the amount of 100 percent (100%) of the full amount of any construction contract to assure payment as required by law of all persons supplying labor and material in the execution of work provided for in the contract.
17. **FEDERAL CHANGES.** Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between CATA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor shall not, by action or by inaction, cause CATA to be in violation of FTA regulations, policies, procedures, or directives. Contractor's failure to comply with this paragraph shall constitute a material breach of this contract.
18. **NO GOVERNMENT OBLIGATION.** Notwithstanding any concurrence by the Federal Government or MDOT in, or approval of, the solicitation or award of this Agreement, absent the express written consent by the Federal Government or by MDOT, neither the Federal Government nor the State of Michigan is a party to this Agreement, and neither shall be subject to any obligations or liabilities to CATA, the Contractor or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from this Agreement. The Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
19. **CLEAN WATER.** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to CATA and understands and agrees that CATA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
20. **SEISMIC SAFETY.** The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this Contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.
21. **ENERGY CONSERVATION.** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

22. **RECOVERED MATERIALS.** The Contractor agrees to comply with all requirements of Section 6002 of the Resource Conservation and Recovery Act ("RCRA"), as amended (42 USC 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in subpart B of 40 CFR Part 247.
23. **FLY AMERICA REQUIREMENTS.** Contractor agrees to comply with 49 U.S.C. 40118 ("Fly America Act") in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of federal funds and their contractors are required to use United States Flag air carriers for U.S. Government financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a United States Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
24. **CARGO PREFERENCE.** The Contractor agrees (a) to use privately owned United States Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States Flag commercial vessels; (b) to furnish within twenty (20) working days following the date of loading of shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of the rated, "on-board" commercial ocean bill of lading, in English, for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C., 20590. CATA (through the Contractor in the case of a subcontractor's bill of lading); and (c) to include these requirements in all subcontracts issued pursuant to this contract where the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.
25. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.**
- (a) The Contractor acknowledges that the provisions of the Program Fraud Civil Rights Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under authority of 49 U.S.C. § 5307, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, or the applicable Federal law to the extent the Federal Government deems appropriate.

- (c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

C. MISCELLANEOUS.

1. COMPUTATION OF TIME. In computing a period of time prescribed by these conditions, the following rules apply:
 - (a) "Day" means days of the week (e.g., Monday through Friday), not business days.
 - (b) The day of the act or event after which the designated period of time begins is not included.
 - (c) The last day of the period is included, unless it is a Saturday, Sunday, or legal holiday. In that event, the period runs until the end of the next day that is not a Saturday, Sunday or legal holiday.
2. NOTICE. All notices and other communications required under this Contract shall be given in writing, signed by an authorized representative, and be personally delivered or delivered by overnight courier, or certified mail (return receipt requested) to the addresses set forth below:

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

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

To Contractor: _____

With a copy to: _____

3. JURISDICTION. This Contract will be governed by the Internal laws of the State of Michigan without reference to its choice of law rules. Exclusive jurisdiction and venue of any suit, action or claim relating to this contract will be in the Ingham County Circuit Court or the Federal District Court for the Western District of Michigan.
4. This contract constitutes the entire contract between the parties and supercedes 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 USC 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801, et seq.).

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

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

POLICY #204

DISADVANTAGED BUSINESS ENTERPRISE POLICY

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

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


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

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

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



Sam Singh, Board Chair



Sandra L. Draggoo, CEO/Executive Director

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

APPENDIX C

BUY AMERICA CERTIFICATION

STEEL, IRON, MANUFACTURED PRODUCTS

This procurement is subject to federal "Buy America" Requirements set forth in 49 U.S.C. 5323(j) and in Federal Transit Administration ("FTA") regulations at 49 CFR Part 661, which require that steel, iron, and manufactured products used in FTA-funded procurements be produced in the United States. Special requirements apply to rolling stock, as defined in the regulations. See 49 U.S.C. 5323(j)(2)(C), 49 CFR 661.11. In some cases, the requirement may be waived (49 CFR 661.7).

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

****PLEASE SIGN ONLY ONE OF THE TWO CERTIFICATES BELOW ****

<p>CERTIFICATE ONE:</p> <p style="text-align: center;">BUY AMERICA CERTIFICATE</p> <p>The bidder hereby certifies that it <u>WILL</u> comply with the requirements of 49 U.S.C. 5323(j)(l) and applicable regulations in 49 CFR 661.</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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<p>CERTIFICATE TWO:</p> <p style="text-align: center;">BUY AMERICA CERTIFICATE</p> <p>The bidder hereby certifies that it <u>CANNOT</u> comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2)(C), as amended, and the applicable regulations in 49 CFR 661.7.</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Date: _____</p>
--

**APPENDIX D
CERTIFICATE REGARDING LOBBYING**

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

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

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions (as amended by "Government Wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (11/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 USC § 1601, et seq.).

3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by 31 USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

The Contractor, _____ certifies or affirms to the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC § 3801, et seq., apply to this certification and disclosure, if any.

Official Signature of Contractor's Authorized

Authorized Official Name & Title of Contractor's

Date

General Decision Number: MI130084 11/01/2013 MI84

Superseded General Decision Number: MI20120084

State: Michigan

Construction Type: Building

County: Ingham County in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/04/2013
1	02/08/2013
2	03/08/2013
3	05/10/2013
4	05/24/2013
5	06/28/2013
6	07/05/2013
7	07/26/2013
8	08/23/2013
9	08/30/2013
10	09/20/2013
11	10/04/2013
12	11/01/2013

ASBE0047-002 07/01/2013

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 28.82	15.78

BOIL0169-001 01/01/2012

	Rates	Fringes
BOILERMAKER.....	\$ 31.88	25.89

BRMI0009-009 08/01/2011

	Rates	Fringes
BRICKLAYER		
Bricklayer.....	\$ 27.32	15.87
Terrazzo and Tile Finisher..	\$ 18.18	11.64
Terrazzo and Tile Setter....	\$ 21.53	13.66

FOOTNOTE:

Paid Holiday: Fourth of July, if the worker was employed by the contractor in any period of seven working days before said holiday within the current calendar year.

CARP1004-004 07/01/2013

	Rates	Fringes
CARPENTER (Soft Floor Layer, Including Carpet & Resilient Flooring).....	\$ 24.37	16.50

 CARP1004-018 07/01/2013

	Rates	Fringes
CARPENTER, Includes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 24.37	16.50

 CARP1102-002 06/01/2012

	Rates	Fringes
MILLWRIGHT.....	\$ 31.07	27.64

 ELEC0252-001 06/03/2013

Townships of Bunker Hill, Leslie, Onodaga & Stockbridge

	Rates	Fringes
ELECTRICIAN Alarm Installation & Low Voltage Wiring.....	\$ 25.72	13.87
Excludes Alarm Installation and Low Voltage Wiring.....	\$ 39.03	20.88

 * ELEC0665-004 06/01/2013

Townships of Alaiedon, Aurelius, Delhi, Ingham, Lansing, Leroy,
 Locke, Meridian, Vevay, Wheatfield, White Oak and Williamson

	Rates	Fringes
ELECTRICIAN Alarm Installation & Low Voltage Wiring.....	\$ 26.62	13.95
Excludes Alarm Installation & Low Voltage Wiring.....	\$ 31.33	20.01

 ENGI0324-012 07/01/2013

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 29.09	20.90
GROUP 2.....	\$ 28.84	20.90
GROUP 3.....	\$ 27.74	20.90
GROUP 4.....	\$ 22.94	20.90

GROUP 5.....	\$ 22.34	20.90
GROUP 6.....	\$ 19.89	20.90
GROUP 7.....	\$ 18.19	20.90

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 per hour above the group 1 rate. Crane operator with main boom and jib 400' or longer: \$3.00 per hour above the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or 220' or longer.

GROUP 2: Crane operator with main boom and jib 140' or longer, tower crane, gantry crane, whirley derrick

GROUP 3: Concrete Pump; Crane; Highlift; Hoist; Loader; Roller; Scraper; Stiff Leg Derrick; Trencher

GROUP 4: Bobcat/Skid Loader; Broom/Sweeper; Fork Truck (over 20' lift)

GROUP 5: Boom Truck (non-swinging)

GROUP 6: Fork Truck (20' lift and under for masonry work)

GROUP 7: Oiler

IRON0025-001 03/01/2013

	Rates	Fringes
IRONWORKER		
REINFORCING.....	\$ 28.30	24.60
STRUCTURAL (Excluding Metal Building Erection)....	\$ 33.29	25.34

* LABO0499-012 10/01/2013

	Rates	Fringes
LABORER		
Common or General; Grade Checker; Mason Tender - Brick; Mason Tender - Cement/Concrete; Pipelayer; Sandblaster.....	\$ 21.84	12.46

PAIN0845-001 06/06/2013

	Rates	Fringes
PAINTER: Brush, Roller,		

Spray and Paperhanging.....\$ 21.74 11.50
 PAINTER: Drywall
 Finishing/Taping.....\$ 24.00 12.89

 PLAS0016-011 06/01/2012

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$ 24.64		12.88

 PLUM0333-006 06/01/2013

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe and Unit Installation.....\$ 33.19		19.78
PLUMBER, Excludes HVAC Pipe and Unit Installation.....\$ 33.19		19.78

FOOTNOTE:

Paid Holidays: Memorial Day, Independence Day and Labor Day,
 if the employee works the work day preceding and following
 the holiday unless proven illness or injury prevents the
 employee from working.

 ROOF0070-003 06/01/2011

	Rates	Fringes
ROOFER.....\$ 23.88		13.22

 SFMI0669-001 07/01/2013

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....\$ 31.25		17.12

 SHEE0007-004 05/01/2012

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation; Excluding HVAC System Installation).....\$ 27.10		18.79

 SUMI2011-009 02/01/2011

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....\$ 18.48		7.93
LABORER: Landscape & Irrigation.....\$ 8.00		0.00
METAL BUILDING ERECTOR.....\$ 16.92		6.32

OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 21.34	7.57
OPERATOR: Bulldozer.....	\$ 20.63	8.21
OPERATOR: Grader/Blade.....	\$ 22.00	6.29
OPERATOR: Tractor.....	\$ 19.10	8.48
TRUCK DRIVER: Dump Truck.....	\$ 16.00	7.26
TRUCK DRIVER: Lowboy Truck.....	\$ 14.50	0.44
TRUCK DRIVER: Tractor Haul Truck.....	\$ 13.57	1.18

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

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

Wage and Hour Administrator
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

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

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

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

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

=====
END OF GENERAL DECISION

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):

- Under \$500,000 \$500,001 - \$1 million \$1 - \$2 million
 \$2 - \$5 million \$5 - \$10 million \$10 - \$22.41 million
 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 _____

IRAN ECONOMIC SANCTIONS ACT CERTIFICATE

CATA Project No. and Name: _____

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: _____

By: _____

Dated: _____

Name: _____

Title: _____

BID FORM
FOR

Capital Area Transportation Authority
HVAC & Plumbing Services RFP 2013-127
4615 Tranter Street
Lansing, MI 48910

TO: Mr. Barry Flowers
Purchasing and Contracts Manager
Capital Area Transportation Authority
4615 Tranter Street
Lansing, MI 48910

The undersigned, having familiarized themselves with the local conditions affecting the cost of the work and with the Bidding Documents, including Section I, II and III of RFP, CATA Standard Terms and Conditions including Appendix A, B, C, D, and E, Form of Contract, and with the Equipment List and Specifications and hereby proposes to perform everything required and to provide and furnish all of the labor, materials, necessary tools, expendable equipment, and transportation services necessary to perform and complete in a workmanlike manner, all work required in connection with the **Capital Area Transportation Authority, HVAC & Plumbing Services**, all in accordance with the above listed documents, for the following prices: It being understood that each of the items is to be constructed complete in place and ready for continued use in service; that each item shall be constructed in all respects to accomplish the purpose of which it was intended; and the prices set out constitute full payment for the specified work and for every risk, hazard or condition encountered which may be different from what was indicated, expected or anticipated.

BASE BID:

Cost for 4615 Tranter HVAC Preventive Maintenance per year.

1. \$ _____
2. \$ _____
3. \$ _____
4. \$ _____
5. \$ _____

Cost for 420 S. Grand HVAC Preventive Maintenance per year

1. \$ _____
2. \$ _____
3. \$ _____
4. \$ _____
5. \$ _____

Monitoring HVAC Control System for 4615 Tranter per year

1. \$ _____
2. \$ _____
3. \$ _____
4. \$ _____
5. \$ _____

Monitoring HVAC Control System for 420 S. Grand per year

- 1. \$ _____
- 2. \$ _____
- 3. \$ _____
- 4. \$ _____
- 5. \$ _____

HVAC Repair Labor Rate Per Hour

- | | |
|-------------|--------------------|
| 1. \$ _____ | Over time \$ _____ |
| 2. \$ _____ | Over time \$ _____ |
| 3. \$ _____ | Over time \$ _____ |
| 4. \$ _____ | Over time \$ _____ |
| 5. \$ _____ | Over time \$ _____ |

Plumbing Repair Labor Rate Per Hour

- | | |
|-------------|--------------------|
| 1. \$ _____ | Over time \$ _____ |
| 2. \$ _____ | Over time \$ _____ |
| 3. \$ _____ | Over time \$ _____ |
| 4. \$ _____ | Over time \$ _____ |
| 5. \$ _____ | Over time \$ _____ |

Material (parts) Mark Up %

% _____

List any other charges associated with a service call.

Also list when billable time begins and ends for all service work.

Proceed.

In submitting this Proposal, it is understood that the right is reserved by the Owner to reject any and all Proposals.

It is agreed that this Proposal may not be withdrawn for a period of: Ninety (90) days

IN TESTIMONY WHEREOF, the Bidder (a Corporation) has caused this proposal to be signed by its President this ____ day of _____, 2012.

Name of Corporation _____

President _____

CATA HVAC EQUIPMENT LIST

4615 TRANTER ADMINISTRATION

BOILER	LOCATION	AREA SERVED	QTY	MAKE	MODEL	STATE #	YEAR
#1	ADMIN SECOND FLOOR	ADMIN SECOND FLOOR	1	LOCHINVAR	EBN 350	M 377317M	2006
#2	MAINTENANCE AREA	1ST FLOOR ADMIN	1	LOCHINVAR	CNH 650	M377317M	2011
RTU	LOCATION	FILTER SIZE	QTY	MAKE	MODEL #	SERIAL #	YEAR
RTU 1	ADMIN. ROOF	20 X 25 X 2 X 20 X 2	4	TRANE	YCH210C4LOEA	618100603D	2006
RTU 2	ADMIN. ROOF	20 X 25 X 2 X 20 X 2	4	TRANE	YCD3000B4LOHB	618100599D	2006
RTU 3	ADMIN. ROOF	20 X 25 X 2 X 20 X 2	8	TRANE	YCH240B4LOJB	618100606D	2006
RTU 4	ADMIN. ROOF	20 X 25 X 2	8	TRANE	YCH300B4LOHB	552101189D	2006
RTU 5	ADMIN. ROOF	20 X 25 X 2	4	TRANE	YSC120A4RLA08GB	522101223L	2006
Liebert cooling units							
LCU1	IT ROOM	20 X 20 X 1	1	Liebert	MM020W2P0000	0128N0275	1997
LCU 2	IT ROOM	20 X 20 X 1	1	Liebert	MM020W2P0000	0128N0275	1997
MUA	LOCATION	FILTER SIZE	QTY	MAKE	MODEL #	SERIAL #	YEAR
MUA 1	ADMIN. ROOF	20 X 25 X 2	8	TRANE	YFH180E4VOB	101010344D	2010
EF	LOCATION	FILTER SIZE	QTY	MAKE	MODEL #	SERIAL #	YEAR
EF 1	ADMIN. ROOF	N/A	N/A	Greenheck	GB-081-4-X	05L16658	2006
EF 2	ADMIN. ROOF	N/A	N/A	Greenheck	GB-101-3-X	05L16695	2006
EF 3	ADMIN. ROOF	N/A	N/A	Greenheck	GB-081-4-X	05L16659	2006
EF 4	ADMIN. ROOF	N/A	N/A	Greenheck	GB-081-4-X	05L16659	2006
EF 5	ADMIN. ROOF	N/A	N/A	Greenheck	GB-081-4-X	05L16661	2006
EF 6	ADMIN. ROOF	N/A	N/A	Greenheck	GB-081-4-X	05L16660	2006
EF 7	ADMIN. ROOF	N/A	N/A	Greenheck	GB-081-4-X	05L16660	2006

CATA HVAC EQUIPMENT LIST

VAV	LOCATION Floor/Room #	FILTER SIZE	CFM	MAKE	MODEL #	SERIAL #	YEAR
VAV 1-1	1st floor 165	12.5 X 14	1200		FDV500030122R	44271217	2006
VAV 2-1	1st floor 165	10 X 12	400		FDV500020102R	45271217	2006
VAV 3-1	1st floor 165	15 X 16	1950		FDV500040122R	46271217	2006
VAV 4-1	1st floor 162	12.5 X 14	1050		FDV500030122R	47271217	2006
VAV 5-1	1st floor 163	12.5 X 14	850		FDV500030122R	48271217	2006
VAV 6-1	1st floor 162	10 X 12	300		FDC500020082R	51271217	2006
VAV 7-1	1st floor 158	12.5 X 14	1250		FDV500030122R	49271217	2006
VAV 8-1	1st floor 162	12.5 X 14	700		FDV500030122R	50271217	2006
VAV 9-1	1st floor 154	NO FILTER	2800		SDV5000	N/A	2006
VAV10-1	1st floor 142	12.5 X 14	500		FDV500030122R	O7090218	2006
VAV11-1	1st floor 144	NO FILTER	200		SDV5000	N/A	2006
VAV12-1	1st floor 140	12.5 X 14	900		FDV500030122R	O8090218	2006
VAV13-1	1st floor 132	15 X 16	1500		FDV500040122R	O9090218	2006
VAV14-1	1st floor 124	12.5 X 14	950		FDV500030122R	10090218	2006
VAV15-1	1st floor 116	12.5 X 14	1100		FDV500030122R	11090218	2006
VAV16-1	1st floor 106	12.5 X 14	1050		FDV500030122R	12090218	2006
VAV17-1	1st floor 112	NO FILTER	350		SDV5000	N/A	2006
VAV18-1	1st floor 109	NO FILTER	950		SDV5000	N/A	2006
VAV19-1	1st floor 112	NO FILTER	250		SDV5000	N/A	2006
VAV20-1	1st floor 112	NO FILTER	200		SDV5000	N/A	2006
VAV21-1	1st floor 112	NO FILTER	350		SDV5000	N/A	2006
VAV22-1	1st floor 112	NO FILTER	250		SDV5000	N/A	2006
VAV23-1	1st floor 133	NO FILTER	100		SDV5000	N/A	2006
VAV24-1	1st floor 112	NO FILTER	200		SDV5000	N/A	2006
VAV25-1	1st floor 139	NO FILTER	350		SDV5000	N/A	2006
VAV 1-2	2nd floor 210	10 X 12	500		FDV500020102R	13090218	2006
VAV 2-2	2nd floor 204	10 X 12	500		FDV500020102R	14090218	2006
VAV 3-2	2nd floor 206	12.5 X 14	1000		FDV500030122R	15090218	2006
VAV 4-2	2nd floor 214	12.5 X 14	900		FDV500030122R	16090218	2006
VAV 5-2	2nd floor 213	15 X 16	1550		FDV500040142R	17090218	2006
VAV 6-2	2nd floor 215	12.5 X 14	200		FDC5000	91170218	2006
VAV 7-2	2nd floor 218	12.5 X 14	1250		FDV500030122R	18090218	2006
VAV 8-2	2nd floor 218	12.5 X 14	1200		FDV500030122R	CANT GET TO	2006
VAV 9-2	2nd floor 221	10 X 12	500		FDV500030122R	20090218	2006
VAV 10-2	2nd floor 220	12.5 X 14	750		FDV500030122R	21090218	2006
VAV 11-2	2nd floor 228	10 X 12	500		FDV500020102R	22090218	2006
VAV 12-2	2nd floor 228	10 X 12	600		FDV500020102R	23090218	2006
VAV 13-2	2nd floor 233	12.5 X 14	1200		FDV500030122R	24090218	2006
VAV 14-2	2nd floor 234	12.5 X 14	1000		CANT GET TO	CANT GET TO	2006
VAV 15-2	2nd floor 233	NO FILTER	300		SDV5000	N/A	2006

CATA HVAC EQUIPMENT LIST

4615 TRANTER MAINTENANCE AREA

RTU	LOCATION	FILTER SIZE	QTY	MAKE	MODEL #	SERIAL #	YEAR
RTU 1	MAINT. ROOF	?		TRANE	GRAA12P	F11F03685	2012
RTU 2	MAINT. ROOF	20 X 20 X 1	1	TRANE	YCC018F1LOBJ	4033NF62H	2004
RTU 3	MAINT. ROOF	20 X 25 X 1	2	TRANE	YHC048A3ENA1AB00 000000600	404100883L	2004
RTU 4	MAINT. ROOF	20 X 12 X 1	2	CARRIER	48SD-030060301	4906G41129	2004

MUA	LOCATION	FILTER SIZE	QTY	MAKE	MODEL #	SERIAL #	YEAR
MUA 1	MAINT. ROOF	20 X 25 X 2	9	RUPP AIR	RAM 18	260375	2004
MUA 2	MAINT. ROOF	20 X 25 X 2	9	RUPP AIR	RAM 18	260375	2004
MUA 3	MAINT. ROOF	20 X 25 X 2	9	RUPP AIR	RAM 20	260375	2004
MUA 4	MAINT. ROOF	20 X 25 X 2	12	RUPP AIR	RAM 25	229061	2004

MS	LOCATION	EQUIPMENT	QTY	MAKE	MODEL #	SERIAL #	YEAR
MS 1	Garage	Mini Split		EMI	MH2D9200AA0000J	1-99-C-6925-11	1999
					WHP 1D320BA000C	1-99-D-8583-15	1999
MS 2	Garage	Mini Split		Stulz	OHS-012-AS	10014103	2012
MS 3	Garage	Mini Split		EMI	S1G200D10	2612F013379	2012

DH	LOCATION	FILTER SIZE	QTY	MAKE	MODEL #	SERIAL #	YEAR
DH 1	FACILITY AREA	?		Trane	GA-320 GA-640	18508	2012
DH 2	STORAGE AREA	?		Trane	GA-320 GA-640	18508	2012
DH 3	MAINT. ROOF	20 X 25 X 2	4	Rupp Air Systems	RAM 15	229061	2004
DH 4	MAINT. ROOF	20 X 25 X 2	4	Rupp Air Systems	RAM 15	229061	2004
DH 5	MAINT. ROOF	20 X 25 X 2	4	Rupp Air Systems	RAM 15	229061	2004
DH 6	MAINT. ROOF	20 X 25 X 2	4	Rupp Air Systems	RAM 15	229061	2004
DH 7	MAINT. ROOF	20 X 25 X 2	4	Rupp Air Systems	RAM 15	229061	2004
DH 8	MAINT. ROOF	20 X 25 X 2	4	Rupp Air Systems	RAM 15	229061	2004

UH	LOCATION	EQUIPMENT	QTY	MAKE	MODEL #	SERIAL #	YEAR
GUH 1	Garage	Unit Heater		Reznor	FT 250	AXC71U6N52927X	1998
GUH 2	Garage	Unit Heater		Reznor	FT 150	AXC71U2N53089X	1998
GUH 3	Garage	Unit Heater		Reznor	FT 150	AXC71U2N53084X	1998
GUH 4	Garage	Unit Heater		Reznor	FT 150	AXC71U2N38388X	1998
GUH 5	Garage	Unit Heater		Reznor	FT 250	AXC71U2N53088X	1998

CATA HVAC EQUIPMENT LIST

4615 TRANTER MAINTENANCE AREA

GUH 6	Garage	Unit Heater		Reznor	FT 150	AXC71U2N53082X	1998
GUH 7	Garage	Unit Heater		Reznor	FT 150	AXC71U2N53096X	1998
GUH 8	Garage	Unit Heater		Reznor	FT 300	AXB71U6N49981X	1998
GUH 9	Garage	Unit Heater		Reznor	FT 150	AXG71U2N53090X	1998
GUH 10	Garage	Unit Heater		Reznor	FT 150	AXC71U2N53094X	1998
GUH 11	Garage	Unit Heater		Reznor	FT 150	AXG71U2N53086X	1998
GUH 12	Garage	Unit Heater		Sterling	FT 250	?	2004
GUH 13	Garage	Unit Heater		Sterling	FT 250	?	2004
GUH 14	Garage	Unit Heater		Reznor	FT 150	AXA71U2N41413X	1998
GUH 15	Garage	Unit Heater		Reznor	FT 150	AXC71U2N53092X	1998
GUH 16	Garage	Unit Heater		Sterling	FT 250	?	2004
GUH 17	Garage	Unit Heater		Reznor	FT 150	AXC71U2N52927X	1998
GUH 18	Garage	Unit Heater		Reznor	FT 150	AXC71U2N53083X	1998
GUH 19	Garage	Unit Heater		Reznor	FT 250	AXC71U6N52490X	1998
GUH 20	Garage	Unit Heater		Reznor	FT 150	AXC71U2N53091X	1998
GUH 21	Garage	Unit Heater		Reznor	FT 150	?	1998
GUH 22	Garage	Unit Heater		Sterling	FT 150	?	2004
GUH 23	Garage	Unit Heater		Sterling	FT 150	?	2004

TH	LOCATION	EQUIPMENT	QTY	MAKE	MODEL #	SERIAL #	YEAR
TH 1	Garage	Tube Heater		Re-Verber-Ray	HL2-20-100W	0402INTL559740002	2004
TH 2	Garage	Tube Heater		Re-Verber-Ray	HL2-20-100W	0402INTL559740002	2004
TH 3	Garage	Tube Heater		Re-Verber-Ray	HL2-20-100W	0402INTL559740002	2004
TH 4	Garage	Tube Heater		Re-Verber-Ray	HL2-20-100W	0402INTL559740002	2004
TH 5	Garage	Tube Heater		Re-Verber-Ray	HL2-20-100W	0402INTL559740002	2004

EF	LOCATION	FILTER SIZE	QTY	MAKE	MODEL #	SERIAL #	YEAR
EF 1	Garage	Exhaust Fan		Centri Master	NO TAG	NO TAG	
EF 2	Garage	Exhaust Fan		Centri Master	NO TAG	NO TAG	
EF 3	Garage	Exhaust Fan		NO TAG	NO TAG	NO TAG	
EF 4	Garage	Exhaust Fan		NO TAG	NO TAG	NO TAG	
EF 5	Garage	Exhaust Fan		NO TAG	NO TAG	NO TAG	
EF 6	Garage	Exhaust Fan		NO TAG	NO TAG	NO TAG	
EF 7	Garage	Exhaust Fan		NO TAG	NO TAG	NO TAG	
EF 8	Garage	Exhaust Fan		NO TAG	NO TAG	NO TAG	
EF 9	Garage	Exhaust Fan		NO TAG	NO TAG	NO TAG	

CATA HVAC EQUIPMENT LIST

4615 TRANTER MAINTENANCE AREA

EF 10	Garage	Exhaust Fan	NO TAG	NO TAG	NO TAG	NO TAG	
EF 11	Garage	Exhaust Fan	NO TAG	NO TAG	NO TAG	NO TAG	
EF 12	Garage	Exhaust Fan	NO TAG	NO TAG	NO TAG	NO TAG	
EF 13	Garage	Exhaust Fan	NO TAG	NO TAG	NO TAG	NO TAG	
EF 14	Garage	Exhaust Fan	NO TAG	NO TAG	NO TAG	NO TAG	
EF 15	Garage	Exhaust Fan	NO TAG	NO TAG	NO TAG	NO TAG	
EF 16	Garage	Exhaust Fan	NO TAG	NO TAG	NO TAG	NO TAG	
EF 17	Garage	Exhaust Fan	NO TAG	NO TAG	NO TAG	NO TAG	
EF 18	Garage	Exhaust Fan	NO TAG	NO TAG	NO TAG	NO TAG	
EF 19	Garage	Exhaust Fan	NO TAG	NO TAG	NO TAG	NO TAG	
EF 20	Garage	Exhaust Fan	NO TAG	NO TAG	NO TAG	NO TAG	
EF 21	Garage	Exhaust Fan	NO TAG	NO TAG	NO TAG	NO TAG	
EF 22	Garage	Exhaust Fan	NO TAG	NO TAG	NO TAG	NO TAG	
EF 23	Garage	Exhaust Fan	NO TAG	NO TAG	NO TAG	NO TAG	
EF 24	Garage	Exhaust Fan	NO TAG	NO TAG	NO TAG	NO TAG	
EF 25	Garage	Exhaust Fan	NO TAG	NO TAG	NO TAG	NO TAG	
EF 26	Garage	Exhaust Fan	NO TAG	NO TAG	NO TAG	NO TAG	
EF 27	Garage	Exhaust Fan	NO TAG	NO TAG	NO TAG	NO TAG	
EF 28	Garage	Exhaust Fan	NO TAG	NO TAG	NO TAG	NO TAG	
EF 29	Garage	Exhaust Fan	NO TAG	NO TAG	NO TAG	NO TAG	
EF 30	Garage	Exhaust Fan	NO TAG	NO TAG	NO TAG	NO TAG	
EF 31	Garage	Exhaust Fan	NO TAG	NO TAG	NO TAG	NO TAG	
EF 32	Garage	Exhaust Fan	NO TAG	NO TAG	NO TAG	NO TAG	
EF 33	Garage	Exhaust Fan	NO TAG	NO TAG	NO TAG	NO TAG	

CATA HVAC EQUIPMENT LIST

4615 TRANTER BUS STORAGE AREA

MUA	LOCATION	FILTER SIZE	QTY	MAKE	MODEL #	SERIAL #	YEAR
MUA 1	STORAGE AREA	16 X 20 X 2	35	TRANE	DF1A2221F*NE1APM 22*DB**ABACAJAZA LAN	F10G05268	2010
MUA 2	STORAGE AREA	16 X 20 X 2	35	TRANE	DF1A2221F*NE1APM 22*DB**ABACAJAZA LAN	F10F03875	2009
MUA 3	STORAGE AREA	16 X 20 X 2	35	TRANE	DF1A2221F*NE1APM 22*DB**ABACAJAZA LAN	F10F03876	2009
MUA 4	STORAGE AREA	16 X 20 X 2	35	TRANE	DF1-222-HRB	20110018823001-01	2012
MUA 5	STORAGE AREA	16 X 20 X 2	35	TRANE	DF1-222-HRB	20110018823001-02	2012
UH	LOCATION	EQUIPMENT	QTY	MAKE	MODEL #	SERIAL #	YEAR
UH 1	STORAGE AREA	Unit Heater		Trane	GKND030CEG1000A		2010
UH 2	STORAGE AREA	Unit Heater		Trane	GKND030CEG1000A		2010
UH 3	STORAGE AREA	Unit Heater		Trane	GKND030CEG1000A		2010
UH 4	STORAGE AREA	Unit Heater		Trane	GKND030CEG1000A		2010
UH 5	STORAGE AREA	Unit Heater		Trane	GKND030CEG1000A*		2010
UH 8	STORAGE AREA	Unit Heater		Trane	GKND030CEG1000A*		2010
UH 9	STORAGE AREA	Unit Heater		Trane	GKND030CEG1000A*		2010
UH 10	STORAGE AREA	Unit Heater		Trane	GKND030CEG1000A*		2010
UH 11	STORAGE AREA	Unit Heater		Trane	GKND030CEG1000A*		2010
UH 12	STORAGE AREA	Unit Heater		Trane	GKND030CEG1000A*		2010
UH 13	STORAGE AREA	Unit Heater		Trane	GKND030CEG1000A*		2010
DUH	LOCATION	EQUIPMENT	QTY	MAKE	MODEL #	SERIAL #	YEAR
DUH 1	STORAGE AREA	Door Heater		Trane	GA-320 GA-640	18508	2012
DUH 2	STORAGE AREA	Door Heater		Trane	GA-320 GA-640	18508	2012
DUH 3	STORAGE AREA	Door Heater		Trane	GA-320 GA-640	18508	2012
DUH 4	STORAGE AREA	Door Heater		Trane	GA-320 GA-640	18508	2012
EF	LOCATION	EQUIPMENT	QTY	MAKE	MODEL #	SERIAL #	YEAR
EF 1	Bus Storage	Exhaust Fan		Greenheck	VK-H10-H15-X	122154311009	2010
EF 2	Bus Storage	Exhaust Fan		Greenheck	VK-H10-H15-X	122154341009	2010

CATA HVAC EQUIPMENT LIST

4615 TRANTER BUS STORAGE AREA

HLC	LOCATION	EQUIPMENT	QTY	MAKE	MODEL #	SERIAL #	YEAR
EF 3	Bus Storage	Exhaust Fan		Greenheck	VK-H24-A75-X	122154321009	2010
EF 4	Bus Storage	Exhaust Fan		Greenheck	VK-H24-A75-X	122154351009	2010
EF 5	Bus Storage	Exhaust Fan		Greenheck	VK-H24-A75-X	122154331009	2010
EF 6	Bus Storage	Exhaust Fan		Twin city	245C24-TFE	H11-398364-1-1	2012
EF 7	Bus Storage	Exhaust Fan		Twin city	245C24-TFE	H11-398364-1-2	2012
EF 8	Bus Storage	Exhaust Fan		Twin city	164-QSTR	H11398364-2-1	2012
EF 9	Bus Storage	Exhaust Fan		Twin city	245C24-TFE	H11-398364-1-4	2012
EF 10	Bus Storage	Exhaust Fan		Twin city	245C24-TFE	H11-398364-1-5	2012
EF 11	Bus Storage	Exhaust Fan		Twin city	245C24-TFE	H11-398364-1-6	2012
EF 12	Bus Storage	Exhaust Fan		Twin city	182C13-TFE	H11-398364-3-1	2012
EF 22	Bus Storage	Exhaust Fan		Greenheck	GB-240-20-X	02A25343	2002
EF 23	Bus Storage	Exhaust Fan		Greenheck	GB-240-20-X	02A25346	2002
EF 24	Bus Storage	Exhaust Fan		Greenheck	GB-240-20-X	02A25347	2002
EF 25	Bus Storage	Exhaust Fan		Greenheck	GB-240-20-X	02A25345	2002
EF 26	Bus Storage	Exhaust Fan		Greenheck	GB-240-20-X	02A25345	2002
EF 27	Bus Storage	Exhaust Fan		Greenheck	GB-240-20-X	02A25345	2002
EF 28	Bus Storage	Exhaust Fan		Greenheck	GB-240-20-X	02A25345	2002
HLC 1	Bus Storage	High Level Circulator			HLC-30-5R	2011-00-18508001	2012
HLC 2	Bus Storage	High Level Circulator			HLC-30-5R	2011-00-18508002	2012
HLC 3	Bus Storage	High Level Circulator			HLC-30-5R	2011-00-18508003	2012
HLC 4	Bus Storage	High Level Circulator			HLC-30-5R	2011-00-18508004	2012
HLC 5	Bus Storage	High Level Circulator			HLC-30-5R	2011-00-18508005	2012
HLC 6	Bus Storage	High Level Circulator			HLC-30-5R	2011-00-18508006	2012

CATA HVAC EQUIPMENT LIST

420 SOUTH GRAND AVE CTC

RTU	LOCATION	FILTER SIZE	QTY	MAKE	MODEL #	SERIAL #	YEAR
RTU 1	Roof	20 X 20 X 2	Roof	Carrier	48TMF012-601HQ	0708G11486	2006
RTU 2	Roof	20 X 20 X 2	Roof	Carrier	48TMF012-601HQ	0708G11482	2006
RTU 3	Roof	20 X 20 X 2	Roof	Carrier	48TMF012-601HQ	0708G11484	2006
RTU 4	Roof	20 X 20 X 2	Roof	Carrier	48TMF012-601HQ	0708G11484	2006
RTU 5	Roof	20 X 20 X 2	Roof	Carrier	48TMF012-601HQ	0708G11488	2006
RTU 6	Roof	20 X 20 X 2	Roof	Carrier	48TMF012-601HQ	0708G1148	2006

EF	LOCATION	EQUIPMENT	QTY	MAKE	MODEL #	SERIAL #	YEAR
EF 1	Roof	Exhaust Fan		Loren	100C3B		1998
EF 2	Roof	Exhaust Fan		Loren	100C3B		1998
EF 3	Roof	Exhaust Fan		Loren	100C3B		1998

VAV	LOCATION	FILTER SIZE	QTY	MAKE	MODEL #	SERIAL #	YEAR
VAV 1	Ceiling	N/A		N/A	N/A	N/A	1998
VAV 2	Ceiling	N/A		N/A	N/A	N/A	1998
VAV 3	Ceiling	N/A		N/A	N/A	N/A	1998
VAV 4	Ceiling	N/A		N/A	N/A	N/A	1998
VAV 5	Ceiling	N/A		N/A	N/A	N/A	1998
VAV 6	Ceiling	N/A		N/A	N/A	N/A	1998
VAV 7	Ceiling	N/A		N/A	N/A	N/A	1998
VAV 8	Ceiling	N/A		N/A	N/A	N/A	1998
VAV 9	Ceiling	N/A		N/A	N/A	N/A	1998
VAV 10	Ceiling	N/A		N/A	N/A	N/A	1998
VAV 11	Ceiling	N/A		N/A	N/A	N/A	1998
VAV 12	Ceiling	N/A		N/A	N/A	N/A	1998
VAV 13	Ceiling	N/A		N/A	N/A	N/A	1998
VAV 14	Ceiling	N/A		N/A	N/A	N/A	1998
VAV 15	Ceiling	N/A		N/A	N/A	N/A	1998
VAV 16	Ceiling	N/A		N/A	N/A	N/A	1998
VAV 17	Ceiling	N/A		N/A	N/A	N/A	1998
VAV 18	Ceiling	N/A		N/A	N/A	N/A	1998

CATA HVAC EQUIPMENT LIST

420 SOUTH GRAND AVE CTC

MS	LOCATION	EQUIPMENT	QTY	MAKE	MODEL #	SERIAL #	YEAR
MS 1	Computer room	Mini Split		EMI	S1HA800D10	1-08-B-4506-06	1998
MS 2	Information Booth	Mini Split		EMI	S1HA800010	1-08-B-4506-06	1998
CP	LOCATION	EQUIPMENT	QTY	MAKE	MODEL #	SERIAL #	YEAR
CP 6	Basement	N/A		Bell & Gosssett	N/A	N/A	1998
CP 7	Basement	N/A		Bell & Gosssett	N/A	N/A	1998
CP 8	Basement	N/A		Bell & Gosssett	N/A	N/A	1998
CP 9	Basement	N/A		Bell & Gosssett	N/A	N/A	1998
CP 10	Basement	N/A		Bell & Gosssett	N/A	N/A	1998
CP 11	Basement	N/A		Bell & Gosssett	N/A	N/A	1998
CP 12	Basement	N/A		Bell & Gosssett	N/A	N/A	1998
CP 13	Basement	N/A		Bell & Gosssett	N/A	N/A	1998
CP 14	Basement	N/A		Bell & Gosssett	N/A	N/A	1998
SC	LOCATION	EQUIPMENT	QTY	MAKE	MODEL #	SERIAL #	YEAR
SC 1	Basement	Steam Converter	1	N/A	N/A	N/A	1998