

Capital Area Transportation Authority



4615 Tranter Street
Lansing, MI 48910

REQUEST FOR QUOTE

1. SOLICITATION No: 2017-140	2. ISSUE DATE: October 5, 2017
3. FOR INFORMATION CONTACT NAME: Allan Currie E-MAIL: acurrie@cata.org	PHONE: 517.394.1100 FAX: 517.394.3733

4. DESCRIPTION:

The Capital Area Transportation Authority ("CATA") in Lansing, Michigan, is requesting quotes for **Landscape Service & Repair** in accordance with the Scope of Work as described in Exhibit A.

Services are requested at the following three locations;

- 1) CATA Administrative Office, 4615 Tranter Street, Lansing, MI 48910;
- 2) CATA Transportation Center ("CTC"), 420 South Grand Avenue, Lansing, MI 48933; and
- 3) CATA Multi-Modal Gateway, 1240 South Harrison Road, East Lansing, MI 48823.

SITE VISIT. A Walk-through has been scheduled for **Tuesday, October 17, 2017, beginning at 10:00 a.m.** This will be held at the CATA Administrative facility (4615 Tranter Street, Lansing, MI 48910). A CATA employee will escort you during these site visits. A sign-in sheet is required. Please check in at the front desk upon your arrival at the facility. Please note that attendance at these site visits is NOT mandatory.

5. QUOTES DUE By: 2:00 pm on October 26, 2017

6. FIRM OFFER PERIOD: Offers shall remain firm for a period of **60** calendar days from the date specified in Block 5, above or as amended.

7. If this Quote is accepted within the period specified in Block 11, above, the Offeror agrees to fully provide the goods and/or services covered by this solicitation at the prices and timelines specified in the solicitation.

8. The following Exhibits, if indicated, are included in this solicitation

<input checked="" type="checkbox"/>	EXHIBIT A – Scope of Work	<input checked="" type="checkbox"/>	EXHIBIT B – Pricing Schedule	<input checked="" type="checkbox"/>	EXHIBIT C – Iran Economic Sanctions Act Certificate
<input checked="" type="checkbox"/>	EXHIBIT D – CATA Terms & Conditions	<input checked="" type="checkbox"/>	EXHIBIT E – Bidder's Offer & Guarantees		

EXHIBIT A SCOPE OF WORK

1. SCOPE OF WORK

The contractor shall provide regular, weekly maintenance services as outlined in these Landscape Maintenance Specifications and the Weekly and Monthly Checklists for this project site. The contractor shall examine the landscape, including irrigation, on a weekly basis, looking for problems or potential problems with the landscape. The contractor shall provide at his/her own risk all labor, materials, tools, equipment, insurance, transportation, hauling, dumping, and all other items needed to provide the services outlined in this Specification. The contractor shall make minor replacements and repairs to the landscape facilities as part of the required weekly maintenance work. Major items needing replacement or repair shall be reported to the owner's representative within one week of occurrence. A minor item would be something that takes less than 15 minutes to repair by skilled workmen, using minimal replacement parts. Some specific guidelines for determining if an item is minor or major are given in the section pertaining to each item. The contractor shall be available to perform additional work related to the landscape maintenance as may be authorized in writing by the owner. Such work shall be non-minor items relating to landscape care, which are not a part of the normal maintenance work as outlined in this specification. Any facilities or property damaged or destroyed as a result of the landscape maintenance contractor's operations at the site shall be repaired or replaced at the landscape maintenance contractor's expense.

The contractor shall take all reasonable precautions required to protect plants from abnormal temperatures.

Service Period:

The service period will be for an initial one (1) year term beginning November 1, 2017. CATA shall thereafter have two (2) annual options to extend the agreement.

Year 1 – November 1, 2017 to October 31, 2018

Year 2 – November 1, 2018 to October 31, 2019

Year 3 – November 1, 2019 to October 31, 2020

Locations:

CATA Multi-Modal Gateway, 1240 South Harrison Road, East Lansing;

CTC Bus Station, 420 S Grand Avenue, Lansing; and

CATA Corporate Office, 4615 Tranter Street, Lansing.

2. GENERAL REQUIREMENTS

A. **Part of Contract:** This Landscape Maintenance Specification is a part of the contract for Landscape Maintenance Services. Compliance with the requirements set forth in this specification is mandatory for the maintenance contractor. If any part of this specification is declared invalid, for any reason, that invalidation shall apply only to the specific part declared invalid, and shall not nullify any of the requirements of any other part. In the event of question over applicability of any requirement, the requirement shall be assumed to apply, unless the owner provides a written clarification stating that it does not. All modifications to this specification must be in writing.

B. **Definitions:**

1. The term "owner" refers to the person, partnership, corporation, or agency that contracted for the performance of the landscape maintenance work.
2. The term "contractor" refers to the person, partnership, corporation, or agency that will perform the landscape maintenance work.

3. The term "excluded damage" as used in this document shall refer to damage caused by vandalism, pedestrians, vehicles, animals (except insects and rodents), or other unusual factors. It does not include damage caused by the contractor's actions, lack of reasonable care, pest damage (such as insects), diseases, or plant loss due to lack of water caused by an irrigation system programming error, irrigation system breakage, or irrigation malfunction. (It is assumed that most plants can survive for at least one week without irrigation, during which time any irrigation problems should become apparent to the contractor. Exceptions may be made if the owner's authorized representative determines that unusual circumstances contributed to a loss.)
- C. **Contact Person:** The contractor shall provide the owner's authorized representative with a phone number where a message can be left for the contractor 24 hours a day. An answering machine connected to the contractor's normal phone line is an acceptable method of meeting this requirement. The contractor shall check for messages left at this phone number every 24 hours or less.
- D. **Additional Work:** All requests for work that will require additional payment must be in writing. Do not start work until the request for additional work has been approved in writing by the owner's authorized representative. Failure to obtain advance approval before starting the work may result in non-payment or delays in processing payment. Emergency repairs may be made without authorization when immediate repairs are necessary to protect the health, safety, or welfare of the public, or immediate repairs are needed to prevent additional property damage. In these situations, make immediate repairs as needed to protect the public or stabilize the situation and immediately notify the Owner's Representative.

Additional payment for the work will be negotiated with the contractor by the owner's authorized representative unless otherwise noted; requests for work that qualifies for an additional payment must be made within two weeks of the time when the need for the work becomes apparent. Failure to notify the owner of the need for the work within two weeks of the need for the work becoming apparent will result in the requirement that the work be completed at the contractor's expense. For example, if the owner's authorized representative notes damage (including missing or dead plants) to landscape features and the contractor does not submit a request for extra work within two weeks of the damage occurring, then the damage shall be corrected completely at the contractor's expense. The purpose of this requirement is to encourage the contractor to check for problems weekly and promptly report them so they can be corrected.

E. **Existing Conditions, Examination of Site:**

1. Within two weeks of the starting date for work under this contract, the contractor shall make a thorough examination of the current conditions at the site. As part of this examination, the contractor shall create an inventory list of the name and quantity of each plant in each planter and confirm that the existing quantities in each planter meet or exceed those shown on any previous plant inventories. The contractor shall make a list of all landscape items at the site that he/she believes are broken, missing, not healthy, or otherwise are not in compliance with these specifications. A copy of this list, along with an additional itemized quote for correcting each item, shall be given to the owner's authorized representative. Upon confirmation of each item, the owner's authorized representative will either give the contractor written authorization to make the correction, or a written release from responsibility for the item.
2. By the act of submitting a bid on this work, the contractor shall be considered to have examined both the landscape and these specifications, and to have thoroughly familiarized himself/herself with the scope of the required work.

F. **Loss Prevention:** The owner may take any reasonable action necessary to control damage or protect the health, safety, and welfare of the public in the event of problems involving the landscape. Such action on the part of the owner shall not relieve the contractor of any responsibilities related to the problem.

G. **Safety:**

1. No part of this work shall be performed or installed in any location or manner which may endanger the health, safety, or welfare of the public now or in the future. Means, methods, techniques, sequencing, etc. are the sole responsibility of the contractor.
2. The contractor agrees that he/she shall assume sole and complete responsibility for his/her work, including safety of all persons and property; and that the contractor shall defend, indemnify, and hold the

owner and tenants harmless from any and all liability, real or alleged, in connection with the contractor's performance of work on this project, excepting for liability arising from the sole negligence of the owner or tenants.

H. Laws, Codes, and Ordinances:

1. Any requirement of this specification which conflicts with or is in violation of any government rule, ordinance, regulation, etc. shall be void. The contractor shall notify the owner immediately of any such requirement found in this specification.
2. The contractor shall, throughout the course of this work, comply with all rules, ordinances, regulations, etc. set forth by agencies having jurisdiction, which apply to the work site, the contractor, and/or his/her employees.

3. CHECKLISTS

- A. The WEEKLY LANDSCAPE MAINTENANCE CHECKLIST is made a part of this specification as if repeated in full here. The contractor shall review this checklist weekly and complete all applicable items on the list weekly.
- B. The MONTHLY MAINTENANCE CHECKLIST is made a part of this specification as if repeated in full here. The contractor shall review this checklist monthly and complete all the applicable items listed for the current month prior to the end of the month.

4. CARE OF PLANTED AREAS

A. Trees:

1. Trees shall be maintained in a healthy, vigorous growing condition, free from disease and large concentrations of pests.
2. Prune trees only to remove dead, diseased, broken, dangerous, or crossing branches, and as required below. Pruning of this type is a minor, non-reimbursable, cost to be included as part of the regular maintenance.
3. Prune trees only in appropriate months as determined by an arborist. Prune in accordance with generally accepted standards for proper pruning.
4. Paint all cuts immediately with a black, asphalt-base anti-septic tree paint. ("Tree Heal" or equal).
5. Discard all tree trimmings off-site using a legal method.
6. Any tree found to be dead or missing shall be replaced with plant material of identical species at the landscape maintenance contractor's expense, unless the loss was due to excluded damage. If the loss resulted from excluded damage, replacement will be paid for as additional work. Submit a quote for replacement within two weeks of the loss as outlined in the General Requirements section of these specifications. Replacement trees shall be equal in size to the originally installed tree at the time it was planted at the site. In no case shall replacement trees be less than #24 box size as defined by the American Nursery Association. Example: if the tree was a #36 box size when originally planted the replacement shall be a #36 box size.
7. Replacement trees shall be approved for size and appearance by the owner's authorized representative prior to planting. Replacement trees shall be double staked with 2 inches (5 cm) diameter stakes unless otherwise approved by the owner's authorized representative. Place 6 slow-release fertilizer tablets in backfill material, evenly spaced around rootball, but not touching the rootball.
8. Remove tree stakes from trees when the trunks are larger than 2 inches (5 cm) caliper and the trees are able to support themselves. Remove stakes from site and dispose of by a legal method. Recycle used stakes if possible.
9. Once a year, prune all trees to encourage a high-branching structure. Remove all non-structural branches between the ground and a point half the tree's total height (for very tall trees don't remove branches

higher than 20' [6 m] above the ground). Exception to the above: trees planted for screening purposes, such as those at rear perimeters of many sites shall not be pruned except as needed to remove dead, diseased, broken, dangerous, or crossing branches. Some municipalities prohibit pruning trees without a permit. Check with local authorities prior to pruning. The contractor is responsible for determining if permits are needed and shall obtain and pay for any required permits as part of the basic landscape maintenance fee.

10. The cutting blades on pruning shears, clippers, blades, saws, etc. shall be sterilized after pruning each tree to minimize the possibility of spreading disease. When pruning trees known or suspected to be diseased, cutting blades shall be sterilized after each cut. Sterilize blades by dipping them in a solution of 1 part bleach and 9 parts water or heavily spray them with a disinfectant spray, such as Lysol. After dipping or spraying, wait 20 seconds before using again.
11. A vertical clearance of 114 inches is required above all parking spaces. A vertical clearance of 80 inches is required above all walkways. Trim trees to remove all limbs within these areas.

B. Shrubs and Vines:

1. Shrubs and vines shall be kept in a healthy, vigorous condition, free from disease and large concentrations of pests.
2. Shrubs shall be pruned weekly only as needed to remove branches that are dead, broken, extending beyond the face of curbs or sidewalks, or are climbing building walls (unless they are intended to climb the wall, such as climbing vines). Formal hedges and topiary shall be regularly pruned to maintain a uniform height and width. Except as noted previously, allow the shrubs to grow unpruned to their natural sizes.
3. Shrubs uniformly planted in rows, where it is clear the intent was to create a hedge, shall be pruned so as to encourage a hedge. Shrubs in hedges shall be encouraged through pruning to form a dense, continuous, hedge, branching fully to the ground. All other shrubs shall be pruned only as required for safety, visibility, and plant health, and allowed to develop into the natural shapes expected of the plant variety. Do not shear shrubs into topiary (shapes) unless specifically instructed to do so in writing by the owner's authorized representative.
4. Allow shrubs three (3) months to rejuvenate following a hard frost prior to pruning or replacing.
5. Any shrub found to be dead or missing shall be replaced with plant material of identical species at the landscape maintenance contractor's expense, unless the loss was due to excluded damage. If the loss resulted from excluded damage, replacement will be paid for as additional work. Submit a quote for replacement within two weeks of the loss as outlined in the General Requirements section of these specifications. Replacement shrubs shall be #5 size as defined by the American Nursery Association.
6. Replacement shrubs shall be at least 18 inches (45 cm) in height when planted, unless otherwise approved by the owner's authorized representative. Place 2 slow-release fertilizer tablets in backfill material, 6 inches (15 cm) deep on opposite sides of the rootball, but not touching the rootball.
7. The cutting blades on pruning shears, clippers, blades, saws, etc. shall be sterilized between every three shrubs to minimize the possibility of spreading disease. When pruning shrubs known or suspected to be diseased, the cutting blades shall be sterilized after each cut. Sterilize blades by dipping them in a solution of 1 part bleach and 9 parts water or heavily spray them with a disinfectant spray, such as Lysol. After dipping or spraying, wait 20 seconds before using again.

C. Groundcover:

1. Groundcover shall be maintained in a healthy, vigorous growing condition.
2. Any groundcover found to be dead or missing shall be replaced with plant material of identical species at the landscape maintenance contractor's expense, unless the loss was due to excluded damage. If the loss resulted from excluded damage, replacement will be paid for as additional work. Submit a quote for

replacement within two weeks of the loss as outlined in the General Requirements section of these specifications. Replacement groundcover shall be planted at 8 inches (20 cm) spacing from flats to encourage quick coverage. Prior to planting replacement groundcover, the soil shall be tilled to a depth of 6 inches (15 cm) to prepare it for the new plants.

3. Keep groundcover trimmed back from sidewalks, curbs, and paved areas on a weekly basis. Do not create vertical edges when pruning groundcover. Cut the edges at an angle for a more natural appearance and healthier plants.
4. If regular foot traffic through a planter is preventing the groundcover from reaching full coverage of the soil, contact the owner's authorized representative to discuss options for redirecting the foot traffic. Consider installing pavers, stepping stones, a concrete walk, a gravel path, and/or barriers to redirect pedestrians. Provide costs for these options to the owner's authorized representative.

D. Fertilizer:

1. Foliar applied fertilizer shall be water soluble and non-burning. Formulation shall be 15-30-15 or similar. Apply at manufacturer's maximum recommended concentration for plant type. Saturate the entire foliage of each plant with foliar spray until it runs off.
2. Granular fertilizer shall be 16-16-16 formulation or similar, applied at maximum label rate for plant type an 90 day interval. Water immediately after applying to move the fertilizer into the soil and wash the fertilizer off of plant surfaces.
3. When applying granular fertilizers to drip-irrigated areas, the fertilizer must be washed in by hand or rainfall before turning on the drip system. Running the drip system immediately after application will push the fertilizer away from the emitters, resulting in a high concentration of fertilizer at the edge of the wetted zone. This highly-concentrated fertilizer can kill or damage plants. It is recommended that granular fertilizers be applied to drip-irrigated areas only in early spring, just prior to a moderate rainfall.
4. Itemized receipts for fertilizer and other required soil amendments purchase (or for services of a fertilizer application company) must be submitted to the owner's authorized representative as proof of application. The contractor shall submit the receipts together with the next regular billing. Failure to submit receipts may result in payment delays or partial payment. Receipts must show the name and phone number of the seller and the date of sale. Receipts must also be itemized, showing the total quantity and description of each item. Prices and unrelated purchases may be blacked out.

E. Weed control:

1. Weeds in planted areas, sidewalks, curbs, gutters, or pavement shall be removed or killed weekly as the weeds emerge. Weeds shall be removed (not just killed) if they are larger than 2 inches (5 cm) in height or diameter. Dispose of weeds off-site. Pre and post-emergent herbicides may be used at the contractor's option. No additional payments will be made for herbicide applications. The cost of all weed control work shall be included in the contract price for landscape maintenance. Regular maintenance of the mulch or decorative rock layer will help minimize weeds in shrub and groundcover areas.

F. Mulch and/or Rock Layer:

1. Soil mulch and/or rock layer shall be cared for as needed to create and maintain an even and uniform appearance over the visible soil surface of each planter area.
2. The contractor shall add additional mulch and/or decorative rock regularly to maintain a layer no less than 2 inches (5 cm) deep at all times in shrub planters. Decomposition of organic mulch is considered normal wear and tear and replacement of decomposed mulch shall be made by the contractor as part of this contract. Mulch and/or decorative rock is not required in areas where plant foliage completely covers the soil surface, such that the soil is not visible through the foliage. Note: only 2 inches (5 cm) of mulch is required, however maintaining a deeper layer of mulch and/or decorative rock greatly reduces the labor and chemicals needed to control weeds, reduces water use, and helps the plants stay healthy.

3. Replacement of large amounts of mulch and/or decorative rock (over one cubic yard or 0.75 cubic meter) which has been stolen, vandalized, or washed away by a single storm will be paid as additional work. Submit a quote for the work as noted in the General Requirements section of these specifications.
4. Any mulch or decorative rock found outside planter areas shall be returned to the planter on a weekly basis.
5. Mulch and/or decorative rock shall be uniform in color and appearance, and free of leaves, sticks, or trash. Mulch may be chipped or shredded wood, bark, or decorative rock. When replacing existing mulch, use a mulch product that is similar in appearance to that already at the site.
6. In areas of the site where wood-based mulch frequently washes away, submit a quote for replacement of the organic mulch with decorative rock having a similar color.
7. Replacement rock shall be same size and color as existing decorative rock on site. In the event no rock is existing, the decorative rock used shall have a maximum diameter of 3/4 inch (2 cm) and a minimum diameter of 3/8 inch (1 cm).

G. Lawns:

1. Lawns shall be kept in a healthy, vigorous condition, free of disease and pests, except as noted below.
2. Lawn height shall not exceed 5 inches (13 cm) at any time.
3. Mow, edge and trim lawns weekly or as required to maintain an even, well-groomed appearance.
4. Remove visible lawn clippings and dispose of them off-site in a legal manner. The contractor is encouraged to use mulching mowers which cut clippings into small pieces that sift down into the lawn.
5. Weeds shall be controlled in lawn areas as noted above under the weed-control section.
6. Any lawn found to be dead or severely yellowed shall be replaced with plant material of identical species at the landscape maintenance contractor's expense, unless the loss was due to excluded damage. If the loss resulted from excluded damage, replacement will be paid for as additional work. Submit a quote for replacement within two weeks of the loss as outlined in the General Requirements section of these specifications. Replacement sod shall be similar in all respects to the existing grass. Do not seed dead lawn areas, use sod only for replacement, unless directed, in writing, by the owner's authorized representative.

5. IRRIGATION

A. Water Application & Scheduling:

1. Hand water as needed to supplement natural rainfall and maintain plantings in a healthy, stress-free condition. It is the contractor's responsibility to make sure that plants receive adequate water regardless of weather conditions.
2. It is the responsibility of the contractor to conserve water and assure that all watering rules and regulations are followed. Any penalties, fines, or citations for watering ordinance violations shall be paid by the contractor.
3. Irrigation shall be made by the use of the permanent irrigation systems. Hand water as needed to supplement the permanent system. Failure of the irrigation system to provide full and proper coverage shall not relieve the landscape maintenance contractor of the responsibility to provide adequate irrigation. It is the contractor's responsibility to make sure that the irrigation system is maintained and operates properly.
4. The contractor is responsible for the complete operation and maintenance of the irrigation systems, except as noted below. The contractor shall examine the irrigation system for damage or malfunction weekly and shall report damage or malfunction to the owner's authorized representative in writing. If the

contractor fails to report the broken or malfunctioning irrigation system components within two weeks of the breakage or malfunction, the contractor shall be responsible for all damages resulting from the broken irrigation system component.

5. Adjust watering times each week. Do not overwater plantings. Use multiple-start times and short run times to prevent run-off. Drip systems should be left on for sufficient time to allow for saturation of the root zone. Shorter runs with drip irrigation do not provide sufficient water penetration for healthy root development. Avoid multiple-start times with drip systems if possible. Do not allow run-off from any irrigation.
6. When breakdowns or malfunctions exist, the contractor shall hand water, if necessary, to maintain all plant material in a healthy condition. If the irrigation repairs are major and will be billed as additional work (see items that qualify for additional work payments as outlined below), the labor costs for hand watering may also be submitted for payment as noted in the General Requirements section of these specifications. Do not wait for approval to begin hand watering if it is required to save the plantings.

B. Irrigation System Scheduled Maintenance:

1. Each valve zone shall be observed for signs of damage on a weekly basis during the irrigation season.
2. The landscape maintenance contractor shall maintain the irrigation system, including cleaning of filter screens yearly or more often as needed, and flushing pipes, as part of this contract.
3. Drip irrigation systems need periodic flushing to remove sediment. When flushing is necessary, it shall be performed as part of this contract. Drip systems shall be flushed at least once a year. Open ends of drip lines and run for at least 15 minutes at full flow to flush. It may be necessary to install flush outlets in order to flush the drip system.
4. Run-off of water from irrigation systems into or onto streets, sidewalks, stairs, or gutters is not permitted. The contractor shall immediately shut down the irrigation system and make adjustments, repairs, or replacements as soon as possible to correct the source of the run-off.

C. Irrigation System Repair:

1. The landscape maintenance contractor shall replace or repair, at the landscape maintenance contractor's expense, any irrigation components damaged, unless due to excluded damage. Repair shall be made within two weeks of the day the damage occurred. If the damage was due to excluded damage, the irrigation repairs will be paid for as additional work. The contractor shall make notification of needed repairs within two weeks of the day the damage occurred as noted in the General Requirements section of these specifications. Regardless of the cause of damage, the contractor shall take immediate action to prevent further damage by shutting off the damaged part of the irrigation system and commencing with hand watering as needed. As soon as possible after receiving written authorization to proceed, the contractor shall make repairs. The following items are considered to be minor repairs: damaged or clogged sprinkler nozzles, adjustment of sprinkler patterns or arcs, adjustment of sprinkler position (ie; raise, lower, or straighten sprinkler head), replacement of clogged, broken, or missing barbed-style drip emitters, replacement or repositioning of drip distribution tubing smaller than 1/2 inch or 15 mm diameter. These minor repair items shall be corrected by contractor at contractor's expense.
2. Any replacement of irrigation system components shall be made with materials of the same manufacturer and model as the original equipment. Substitutions of materials other than original equipment will be approved only when the original equipment has been discontinued and is no longer available for purchase at any location. The substituted equipment must be completely compatible with the original and must be approved in advance by the owner's authorized representative.
3. All repairs to the system shall be identical to the original installation, unless approved otherwise in advance by the owner's authorized representative. If a change to the installation will result in lower future maintenance costs, less frequent breakage, or an increase in public safety, request authorization to make the change from the owner's authorized representative.

4. For safety, never install sprinklers on risers above the ground level, even if the risers are flexible. Always use spring-operated, pop-up style, sprinkler heads. Sprinkler heads are available with pop-up heights up to 12 inches (30 cm) above ground level. If the existing sprinklers are mounted on above-ground risers, the replacements shall be pop-up type sprinklers. No exceptions, ever!
5. If any existing sprinklers at this site are installed on risers above the ground level, submit a quote for additional work to the owner's authorized representative covering the cost of removal and replacement of these sprinklers with new, spring-loaded, pop-up type, sprinklers. Submit the quote within two weeks of being awarded this contract.
6. The contractor shall check the entire irrigation system weekly for items such as dry spots and missing or malfunctioning irrigation components. Check for leaking valves, water running across sidewalks, water standing in puddles, or any other condition which hampers the correct operation of the system or the public safety. The contractor shall carefully observe plant materials for signs of wilting, indicating a lack of water. Plants which die due to irrigation failure will be considered to have died due to the contractor's negligence and shall be replaced at the contractor's expense.
7. Plastic sprinkler nozzles with bad patterns shall be replaced with new nozzles of the same gallonage and arc as part of the regular maintenance of the sprinkler system. Do not attempt to clean plastic nozzles by sticking knife blades or wire into the openings. The plastic will be scratched and the pattern will be ruined. Brass nozzles may be carefully cleaned if needed.

6. CLEAN UP AND LITTER REMOVAL

- A. Sweep or blow-off all walks, curbs, and gutters weekly. Sweeping of parking lots is not part of this work unless noted otherwise in contract.
 1. Do not sweep or blow trash, leaves, clippings, or landscape debris into planters or onto adjacent property. Collect all debris swept or blown from landscape areas and remove from the site.
 2. Do not use blowers prior to 7:00 A.M. or after 8:00 P.M. or at any other hours restricted by law. Do not use blowers around parked vehicles to avoid scratching vehicle paint with blowing sand and debris. Blowers may not be used where prohibited by law. All litter shall be removed from sidewalks, gutters, and all planted areas each week. In no case shall trash, litter, or leaves be blown or swept onto the property of others. All trash, litter, leaves, etc. shall be collected, hauled away, and disposed of legally.
- B. In addition to removing all litter from sidewalks, gutters, and planted areas, the contractor shall remove and dispose of any large miscellaneous debris or trash in the parking lot. For the purpose of this contract, "large" shall mean items the size of a small beverage cup or larger. The intent of this requirement is that the contractor's workers should take sufficient pride in the appearance of the site that they would pick up any significant litter they come across at the site. Sweeping of the parking lots is not included in the landscape maintenance. All litter shall be removed from planter areas and sidewalks, regardless of the size of the litter.

7. CHEMICALS, HERBICIDES, PESTICIDES

- A. All chemicals shall be used in accordance with label directions and the manufacturer's recommended handling methods. All chemicals shall be handled in accordance with all applicable regulations. Registered chemicals shall be used only on the advice of a qualified, licensed if required, pest control advisor. Nothing in this specification shall be construed to be the advice of, or to substitute for the advice of, a pest control adviser.
- B. Pesticides shall not be applied within one hour of the start of operating hours for businesses at the site. In the event that it is not possible to complete the application by one hour prior to business hours (ie; 24 hour operations), applications shall be made at times when customer presence is minimal. Areas to be treated shall be blocked off and warning signs posted.
- C. The landscape maintenance contractor shall take precautions to keep persons away from pesticide and herbicide-treated areas until the applied material is fully dry and the treated area is safe for entry. Follow the recommendations of the pesticide manufacturer and all applicable governmental and industry regulations.

8. COMMUNICATIONS AND REPORTS

- A. Regular communication between the contractor and the owner's authorized representative is encouraged.
- B. The contractor is encouraged to ask questions, rather than make assumptions.
- C. As the landscape matures, some of the maintenance procedures will be eliminated and others may have to be added. For example, as the shrubs mature they will require less fertilizer. Regular communication will eliminate most surprises to the owner of changing maintenance costs, which will vary as the landscape grows. All changes to these specifications must be approved in writing by the owner's authorized representative.
- D. The contractor shall provide the owner's authorized representative with the name and phone number of the contractor's representative for this site. The contractor's representative shall be a person in the employ of the contractor who is familiar with, and regularly updated on, all the contractor's activities at the site. The contractor's representative shall personally perform regular reviews of the contractor's work at the site.
- E. The contractor shall turn in a copy of the Weekly Maintenance Checklist to the owner's authorized representative each week. The checklist copy shall have a check mark by all items completed at the site during the week by the contractor. Any items completed that are not on the checklist shall be noted on the back of the checklist. The checklist shall be dated and contain the name and signature of the contractor's representative for the work at this site.

END OF SECTION

WEEKLY LANDSCAPE MAINTENANCE CHECKLIST

Place a check mark by each item completed during the past week.

- Mow and edge lawns if needed.
- Prune back any shrubs overhanging curbs or sidewalks.
- Prune back any groundcover overhanging curbs or sidewalks.
- Remove litter and leaves from plants, planters, and parking lots.
- Remove any broken or fallen branches from trees.
- Remove sucker growth from tree trunks.
- Remove any weeds larger than 2 inches (5 cm) high or wide from planters.
- Weeds 2 inches (5 cm) and larger must be removed, not just killed.
- Replace bark mulch which has been knocked or washed out of planters. Smooth mulch layer if it has been disturbed.
- Replace decorative rock which has been knocked or washed out of planters. Smooth decorative rock surface if it has been disturbed.
- Check plants for signs of stress or disease. Replace any plants that meet conditions for replacement at the contractor's expense.
- Request authorization to replace other dead or missing plants. Note: You must request authorization to make replacements within one week of the damage becoming evident!
- Sweep or blow clean all walkways, curbs, and gutters.
- Treat for any signs of disease or pest infestation.
- Complete any items required on the Monthly Checklist.
- Hand water any plants that are dry and stressed.
- Check the irrigation system. Make emergency repairs as needed or request authorization to make major repairs. Note: you must request authorization for repairs within one week of the damage becoming evident!
- Adjust the irrigation controllers for current water needs of plants.

Checked by: _____
(Print Name)

Signature: _____

Date: _____

MONTHLY MAINTENANCE CHECKLIST

February:

1. Prune any tree branches that interfere with public safety. Prune all parking lot and street trees yearly to encourage strong upward growth.

March:

1. Apply granular fertilizer in late February. Be sure to make application prior to a moderate rainfall in drip-irrigated planters so the rain will wash the fertilizer in!
2. Submit receipts to owner's authorized representative as proof of fertilizer purchase.

April:

1. Flush out irrigation systems as needed and check for proper operation of each valve zone.
2. Remove and clean wye filter screens.
3. Clean or replace plugged sprinkler nozzles. Replace plugged drip emitters.
4. Replace irrigation controller program back-up batteries.
5. Add new mulch to planters where the mulch depth has been reduced to less than 2 inches (5 cm) thick. Mulch not required where shrubs or groundcover completely hide the soil surface from view.

May:

1. Apply fertilizer to all landscape areas. The May fertilization of shrubs/groundcover areas may be deleted when the plants reach maturity or completely fill the planters, without space between them. Written authorization from the owner's representative is required before the foliar fertilization may be deleted from the required work.
2. Submit receipts to owner's authorized representative as proof of fertilizer purchase.
3. Plant annual color for spring/summer bloom.

June:

1. Prune spring & winter-flowering shrubs as needed to maintain proper shape.
2. Add new mulch to planters where the mulch depth has been reduced to less than 2 inches (5 cm) thick. Mulch not required where shrubs or groundcover completely hide the soil surface from view.

August:

1. Apply fertilizer to all landscape areas. The August fertilization of shrubs/groundcover areas may be deleted when the plants reach maturity or completely fill the planters, without space between them. Written authorization from the owner's representative is required before the foliar fertilization may be deleted from the required work.
2. Submit receipts to owner's authorized representative as proof of fertilizer purchase.
3. Add new mulch to planters where the mulch depth has been reduced to less than 2 inches (5 cm) thick. Mulch not required where shrubs or groundcover completely hide the soil surface from view.

September:

1. Inventory all plant materials. Inventory shall include an exact count of all shrubs and trees, itemized by planter. Replace any dead or missing plants subject to the terms of these specifications.
2. Prune perennial bulbs back to ground level as soon as leaf blades yellow and wilt due to cold weather. Apply 3 inches of mulch on ground surface over bulbs to insulate from cold.
3. In areas without snow, plant annual color for fall/winter bloom.

October:

1. Apply fertilizer to all landscape areas. The October fertilization of shrubs/groundcover areas may be deleted when the plants reach maturity or completely fill the planters, without space between them. Written authorization from the owner's representative is required before the foliar fertilization may be deleted from the required work.
2. Submit receipts to owner's authorized representative as proof of fertilizer purchase.
3. Prepare irrigation system for winter. Make sure backflow preventer is well insulated or drained prior to first freeze. Blow out pipes using compressed air in areas where freezing could result in breakage.
4. Add new mulch to planters where the mulch depth has been reduced to less than 2 inches (5 cm) thick. Mulch not required where shrubs or groundcover completely hide the soil surface from view.

December:

1. Prune any tree branches that interfere with public safety. Prune all parking lot and street trees yearly to encourage strong, upward growth.
2. Prune summer and fall-blooming shrubs as needed to maintain proper shape.

**EXHIBIT B
PRICING SCHEDULE**

TRANTER LOCATION

Year One: November 1, 2017 to October 31, 2018
Year Two: November 1, 2018 to October 31, 2019
Year Three: November 1, 2019 to October 31, 2020

CLIN	TRANTER LOCATION	Year One Cost	Year Two Cost	Year Three Cost
1001	February Services			
1002	March Services			
1003	April Services			
1004	May Services			
1005	June Services			
1006	July Services			
1007	August Services			
1008	September Services			
1009	October Services			
1010	November Services			
1011	December Services			
	TOTAL COST			

CATA TRANSPORTATION CENTER (CTC) LOCATION

Year One: November 1, 2017 to October 31, 2018

Year Two: November 1, 2018 to October 31, 2019

Year Three: November 1, 2019 to October 31, 2020

CLIN	CTC LOCATION	Year One Cost	Year Two Cost	Year Three Cost
2001	February Services			
2002	March Services			
2003	April Services			
2004	May Services			
2005	June Services			
2006	July Services			
2007	August Services			
2008	September Services			
2009	October Services			
2010	November Services			
2011	December Services			
	TOTAL COST			

CATA MULTI-MODAL GATEWAY LOCATION

Year One: November 1, 2017 to October 31, 2018
Year Two: November 1, 2018 to October 31, 2019
Year Three: November 1, 2019 to October 31, 2020

CLIN	MULTI-MODAL GATEWAY LOCATION	Year One Cost	Year Two Cost	Year Three Cost
3001	February Services			
3002	March Services			
3003	April Services			
3004	May Services			
3005	June Services			
3006	July Services			
3007	August Services			
3008	September Services			
3009	October Services			
3010	November Services			
3011	December Services			
	TOTAL COST			

SERVICE CALLS - The following hourly rates apply to those services or repairs required which are outside the fixed price quarterly cleanings and related annual maintenance calls:

CLIN	DESCRIPTION	RATES / CHARGES
4001	Hourly Rate for Monday - Friday 8 A.M. – 5 P.M.	
4002	Hourly Rates for Saturday	
4003	Trip Charges	
4004	Truck Charges	
4005	Gas Surcharges	
4006	Other Fees (please list):	

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR OFFER

EXHIBIT C
IRAN ECONOMIC SANCTIONS ACT CERTIFICATE

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

Bidder: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUOTE

EXHIBIT D
TERMS & CONDITIONS

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

1. **CHANGES.** CATA, at any time, by a written order, and without notice to the sureties, may make changes within the general scope of this contract, in (a) drawings, designs or specifications where the supplies to be furnished are specifically manufactured for CATA in accordance therewith; (b) method of shipment or packing; and (c) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for performance of this contract, whether changed or not changed by such order, an equitable adjustment shall be made by written modification of the contract. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided that CATA, if it decides that the facts justify the action, may receive and act upon any such claim if asserted prior to dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

2. **TERMINATION FOR DEFAULT.** CATA, by written notice, may terminate the contract awarded on the basis of this proposal, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages, including the excess cost of reprocurring similar supplies or services, provided, that if (a) it is determined for any reason that the Contractor was not in default or, (b) the Contractor's failure to perform is without his control, fault or negligence, the termination shall be deemed to be a termination for convenience under the following Paragraph 3.

3. **TERMINATION FOR CONVENIENCE.** CATA, by written notice, may terminate the contract, awarded on the basis of this proposal, in whole or in part, when it determines it is in the best interest of CATA. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with its auditable cost incurred at the time of notification of termination. To the extent that the contract is for services and is so terminated, CATA shall be liable only for payment in accordance with the payment provisions of the contract for services rendered to the effective date of termination.

4. **ADDITIONAL INFORMATION.** The Contractor shall promptly furnish any additional information requested by CATA relative to the equipment it proposes.

5. **SUPPLIER RESPONSIBILITY.** No advantage shall be taken by the Contractor or its Subcontractor in the omission of any part or detail which goes to make the equipment complete and operable for use by CATA. In case of any variance, this specification shall overrule Contractor or Subcontractor specifications. The Contractor shall assume responsibility for all materials used whether the same is manufactured by the Contractor or purchased ready made from a source outside Contractor's company. In the case of the replacement of a Subcontractor, the Contractor must, within five (5) working days, notify CATA in writing of the replacement and provide name, address, telephone number, and the type of service.

6. **DELIVERY.** Service and/or equipment will be delivered to Capital Area Transportation Authority, 4615 Tranter Street, Lansing, Michigan 48910. The Authority will assume custody of all property at one of its other locations, if so directed, in writing by CATA. Invoices shall be furnished with the delivery of each item. CATA reserves the right to inspect all deliveries or services before acceptance.

7. **BREACH OF CONTRACT.** If the Contractor shall fail, refuse or neglect to comply with the terms of these contract conditions, such failure shall be deemed a total breach of contract and the Contractor shall be subject to legal recourse by CATA, plus costs relating to failure to comply.

8. **DISPUTES (AFTER BID AWARD).** Except as otherwise provided in the contract, any dispute concerning a question of fact arising under the contract which is not disposed of by Contractor shall be decided by CATA in writing, with a copy mailed or otherwise furnished to the Contractor. The decision of CATA shall be final and conclusive unless within ten (10) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to CATA a written appeal addressed to the Executive Director for the determination of such appeal, which shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding

under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending a final decision of the dispute, the Contractor shall proceed diligently with the performance of the contract and in accordance with CATA's decision.

9. DELIVERY EXTENSION AND DELAYS. CATA reserves the right to extend, postpone or reschedule delivery in case the delivery of service equipment, under this contract, shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason of any cause or circumstance beyond the control of the Contractor, as detailed in writing by the Contractor, the time of completion or a delivery shall be extended by a number of days to be determined in each instance by CATA.

10. INSTALLATION. If specified, the Contractor shall install and place in operation, subject to approval by CATA, the equipment at the Contractor's expense within thirty (30) days from issuance of a notice to install issued by CATA.

11. INSTALLATION EXTENSION AND DELAYS. CATA reserves the right to extend, postpone, or reschedule installation in case the installation of equipment under this contract shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason or cause or circumstances beyond the control of the Contractor. The time of completion or installation shall be extended by a number of days to be determined in each instance by CATA.

12. ASSEMBLY. If required, the Contractor shall assemble the equipment of the installation.

13. ACCESSORIES. The Contractor shall furnish all accessories required to permit CATA to operate the equipment as contemplated by the Authority. Accessories shall be included in the bid price.

14. TRAINING. The Contractor shall properly train CATA personnel in the operation and maintenance of the equipment.

15. SERVICE MANUAL AND WIRING SCHEMATIC. If specified, the Contractor will provide at least one copy of a service manual and at least one copy of a wiring schematic for individual components and other schematics and drawings.

16. WARRANTY. The Contractor shall describe its policy or warranty(s) both on workmanship and material as applying to the equipment, along with the method or adjustment, and shall be further subject to warranty requirements of CATA as set forth in the following Paragraph 17.

17. CATA WARRANTY. The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable warranties the Contractor gives any customer for such equipment and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to CATA by any other clause of this contract. The Contractor shall state the warranty and supply with its bid.

18. INSURANCE. The Contractor shall place and maintain with responsible insurance carriers the following insurance. The Contractor shall deliver to CATA, upon request, certificates of insurance which shall provide thirty (30) days' written notice to be given to CATA in the event of cancellation. Contractor shall require all Subcontractors to maintain adequate insurance coverage.

(a) Workers' Compensation and Employer's Liability Insurance.

- (1) Workers' Compensation in compliance with the applicable state and federal laws.
- (2) Employer's Liability. Limit \$1,000,000.

(b) Commercial General Liability Insurance, including Professional Liability, Blanket contractual, XCU Hazards, Broad Form Property Damage, Completed Operations, and Independent Contractor's Liability, all applicable to Personal Injury, Bodily Injury and Property Damage to a combined single limit of \$1,000,000 each occurrence/claim, subject to a \$2,000,000 annual aggregate for Professional Liability, Completed Operations and Personal Injury other than Bodily Injury.

(c) Automobile Liability Insurance, including owned, hired and non-owned automobiles, Bodily Injury and Property Damage, to a combined single limit of \$1,000,000 each occurrence.

19. INDEMNIFICATION. In addition to the protection afforded by any policy of insurance, the Contractor agrees to indemnify and save harmless CATA, the Michigan Department of Transportation ("MDOT"), the Federal Transit Administration ("FTA"), and all officers, agents, and employees thereof:

(a) From any and all claims by persons, firms, or corporations for labor, materials, supplies, or services provided to the Contractor in connection with the Contractor's performance of the contract; and

(b) From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation and response, and cleanup costs, and for attorney fees and related costs arising out of, under, or by reason of the Contractor's negligent performance of the contract.

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

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

21. FINAL ACCEPTANCE. Upon final acceptance by CATA of all work to be performed by the Contractor, CATA will so notify the Contractor in writing. The date of final acceptance shall commence the warranty period.

22. LIQUIDATED DAMAGES. If the Contractor fails to deliver the requirements by the date as set forth in the bid documents scheduled for delivery, CATA shall be paid damages for each consecutive calendar day thereafter until the goods are delivered, unless a completion date is extended by CATA in writing. Inasmuch as the amount of such damages will be extremely difficult to ascertain, the Contractor agrees to compensate CATA the sum of \$_____ per day, which sum is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages that CATA will suffer by reason of said delay and default and not as a penalty; and CATA shall have the right to deduct such sum from any amounts which may otherwise become due under contract.

23. NO ASSIGNMENT OF CONTRACT. Contractor may not assign or transfer any interest in the contract without the prior written consent of CATA.

24. DEFECTIVE WORKMANSHIP AND MATERIAL. When and as often as CATA determines that the work done or being done under the contract or the kind of quality or materials supplied in connection therewith are not fully and completely in accordance with any requirement of the contract documents, it may give notice of such noncompliance to the Contractor in writing and the Contractor shall immediately upon receipt of such notice do all things required to remedy such noncompliance without additional cost to CATA. If the Contractor fails to comply with such written notice, then CATA, upon written notice to the Contractor, shall deduct the cost of repair, replacement or correction of defective or damaged work from the compensation due or to become due to the Contractor.

25. WAIVER OF BREACH. The waiver by either party hereto or any breach of any provision of this contract by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of this contract by either party hereto.

26. OWNERSHIP OF DOCUMENTS. All original documents, calculations, and work product produced by CONTRACTOR, whether produced on paper or electronic media or otherwise in performance of this Agreement, shall be the property of CATA. CONTRACTOR shall have the right to retain a copy of such documents, calculations, and work product. CONTRACTOR shall make available to CATA copies of all CONTRACTOR correspondence, notes, and other papers relating to the work, upon request of CATA. All works of original authorship created in the scope of this

Agreement are "works made for hire", as that term is used in connection with the U.S. Copyright Act. To the extent that by operation of law CONTRACTOR retains any intellectual property rights to any work product, CONTRACTOR hereby irrevocably assigns and licenses to CATA all right, title, and interest in such work product, including copyrights and patents, and agrees to execute such assignments and licenses as may be required in the opinion of CATA's legal counsel to confirm this provision. The work product produced by CONTRACTOR in the performance of services under this Agreement is intended for use by CATA solely for the purpose intended. Any use or reuse of such work product by CATA for any purpose other than its intended purpose shall be at the sole risk of CATA and without any liability or responsibility of CONTRACTOR. To the extent that the work product produced by CONTRACTOR contains standard design or construction details or other standardized material previously developed by CONTRACTOR in its professional architectural, engineering, and planning practices, then CONTRACTOR shall have the right to reuse any such material on other projects for other clients or persons without the prior knowledge or permission of CATA and without the payment of any compensation to CATA, provided that the reuse or continued use of such material contains no CATA identifying information or confidential information.

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

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

1. NONDISCRIMINATION.

(a) Compliance with Regulations. Contractor shall comply with Federal Regulations relative to nondiscrimination of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, and Title 23, Code of Federal Regulations, Part 710.405(b), as they may be amended from time to time (hereinafter referred to as the Regulations), and with Executive Order 11246 titled Equal Employment opportunity, as amended by Executive Order 11375, and as supplemented by Department of Labor Regulation (41 CFR 60) which are herein incorporated by reference and made a part of this contract. Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Nondiscrimination. With regard to the work performed by it during this contract, Contractor shall not discriminate on the grounds of race, color, sex, disability, or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(c) In connection with the performance of services under this contract, Contractor agrees to comply with the State of Michigan provisions for "prohibition of discrimination in state contracts" as set forth in Appendix A dated March 19, 1998, a copy of which is attached hereto and made a part hereof.

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

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

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

2. **DBE REQUIREMENTS.** Contractor will carry out the applicable requirements of the Michigan Department of Transportation's Disadvantaged Business Enterprise ("DBE") program and 49 CFR 26, including, but not limited to those requirements set forth in Appendix B, attached hereto and made a part hereof.

3. **CONTINGENT FEES.** The Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the Contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, CATA shall have the right to annul this contract without liability.

4. **RECORDS/AUDITS.** The Contractor shall maintain complete and accurate books, documents, papers, accounting records, and other evidence with respect to allowable costs incurred and manpower expended under this contract. All such records shall be maintained on the basis of generally-accepted accounting principles and shall be clearly identified and readily accessible. The Contractor shall provide during regular business hours to the U.S. Secretary of Transportation, the FTA Administrator, the Comptroller General of the United States and CATA, or their duly authorized representatives, access to such data and records, and the right to inspect and audit all data and records of the Contractor relating to its performance under the contract, and to make transcripts therefrom as necessary to allow inspection of all work data, documents, proceedings, and activities related to this contract for a period of three (3) years from the date of final payment under this contract. In the event of a dispute as to allowable costs or any other issue under this contract, Contractor will thereafter continue to maintain such records until the dispute has been resolved.

5. **CONFLICT OF INTEREST.** The Contractor certifies that, to the best of its knowledge, no CATA employee or office of any public agency interested in this contract has any pecuniary interest in the business of the Contractor and that no person associated with the Contractor has any interest that would conflict in any manner or degree with the performance of this contract.

6. **INTEREST OF MEMBER OF CONGRESS OR DELEGATES TO CONGRESS.** No member of Congress or delegates to the Congress of the United States shall be admitted to any share or part of the contract, or to any benefit arising therefrom. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.

7. **DEBARMENT AND SUSPENSION.** N/A

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. N/A

11. BUY AMERICA PROVISIONS. N/A

12. CERTIFICATION REGARDING LOBBYING. N/A

13. PREVAILING WAGE. N/A

14. BID BOND. N/A

15. PROTESTS. Any protests shall be filed timely in accordance with the CATA Procurement Protest Procedures dated July 13, 2007. These Procedures are available from the CATA Purchasing & Contracts Manager and the CATA CEO/Executive Director, at the following address: Capital Area Transportation Authority, 4615 Tranter Street, Lansing, MI 48910.

16. PERFORMANCE & PAYMENT BONDS. N/A

17. FEDERAL CHANGES. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between CATA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor shall not, by action or by inaction, cause CATA to be in violation of FTA regulations, policies, procedures, or directives. Contractor's failure to comply with this paragraph shall constitute a material breach of this contract.

18. NO GOVERNMENT OBLIGATION. Notwithstanding any concurrence by the Federal Government or MDOT in, or approval of, the solicitation or award of this Agreement, absent the express written consent by the Federal Government or by MDOT, neither the Federal Government nor the State of Michigan is a party to this Agreement, and neither shall be subject to any obligations or liabilities to CATA, the Contractor or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from this Agreement. The Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

19. CLEAN WATER. N/A

20. ENERGY CONSERVATION. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

21. RECOVERED MATERIALS. N/A

22. FLY AMERICA REQUIREMENTS. Contractor agrees to comply with 49 U.S.C. 40118 ("Fly America Act") in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of federal funds and their contractors are required to use United States Flag air carriers for U.S. Government financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a United States Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

23. CARGO PREFERENCE. N/A

24. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

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

contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

C. MISCELLANEOUS.

1. **COMPUTATION OF TIME.** In computing a period of time prescribed by these conditions, the following rules apply:

(a) "Day" means days of the week (e.g., Monday through Friday), not business days.

(b) The day of the act or event after which the designated period of time begins is not included.

(c) The last day of the period is included, unless it is a Saturday, Sunday, or legal holiday. In that event, the period runs until the end of the next day that is not a Saturday, Sunday or legal holiday.

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

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

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

To Contractor: _____

With a copy to: _____

3. **JURISDICTION.** This Contract will be governed by the internal laws of the State of Michigan without reference to its choice of law rules. Exclusive jurisdiction and venue of any suit, action or claim relating to this contract will be in the Ingham County Circuit Court or the Federal District Court for the Western District of Michigan.

4. This contract constitutes the entire contract between the parties and 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 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801, et seq.).

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

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

POLICY #204

DISADVANTAGED BUSINESS ENTERPRISE POLICY

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

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


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

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

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



Sam Singh, Board Chair



Sandra L. Draggoo, CEO/Executive Director

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

END OF SECTION

**EXHIBIT E
 OFFER and GUARANTEES**

By execution below, the Bidder hereby offers to furnish the items as described herein. The Bidder also certifies that it can and will provide and make available, at a minimum, the items set forth in this solicitation.

FIRM'S NAME AND ADDRESS			PAYMENT REMITTANCE ADDRESS	
Name:			Name:	
Address:			Address:	
P.O. Box or Suite No.			P.O. Box or Suite No.	
City			City	
State	Zip		State	Zip
Contact Person:				
Telephone No.	Fax No.	E-Mail Address:		
FEDERAL EMPLOYER I.D. NUMBER:		SOCIAL SECURITY NUMBER: (If Federal I.D. is not applicable)		
Payment Terms:		Age of Firm:		
Disadvantaged Business Enterprise: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, attach the certificate from the certifying agency.				
Minority Business Category: <input type="checkbox"/> Female <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> Indian/Alaskan Native <input type="checkbox"/> Other <input type="checkbox"/> Not Applicable				
Annual Gross Receipts: <input type="checkbox"/> less than \$500,000 <input type="checkbox"/> \$500,000 to \$1 million <input type="checkbox"/> \$1 million to \$5 million <input type="checkbox"/> greater than \$5 million				
Contractor's License Type:				
Contractor's License Number:				
License Expiration Date:				
NAME OF BIDDER (Type or Print)			TITLE OF BIDDER	
Signature of Contractor's Authorized Official			(Date Signed)	

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUOTE