

PROJECT INFORMATION

Whatcom Transportation Authority (WTA) is currently seeking a full-service Architect & Engineer to provide design services for the remodel and expansion of the Fleet & Facilities department at WTA's Maintenance Operations Administration Base located at 4011 Bakerview Spur, Bellingham, WA.

WTA is a Public Transportation Benefit Area (PTBA), defined by RCW 36.57A, providing fixed route and paratransit service throughout Whatcom County, Washington and to neighboring Skagit County.

SCOPE OF WORK

The Fleet department is responsible for vehicle maintenance on 62 fixed route coaches, 47 paratransit buses, and multiple passenger vehicles. Vehicle maintenance includes regular preventative maintenance, immediate need repairs, and new vehicle inspections. The Facilities department manages maintenance and upkeep for five (5) WTA facilities, two (2) lots, as well as multiple bus stops throughout Whatcom County.

WTA has budgeted \$85,000 for this engagement.

The selected contractor will provide project management, architectural design, mechanical, electrical and structural engineering to

- Using Appendix C and existing WTA construction standards, complete a 30% architectural design with elevations to allow for permitting.
- Complete a 100% plans and specifications for final bid package
- Complete a cost estimate for the subsequent remodel

WTA will apply for City of Bellingham building permit, however technical support may be required.

The remodel design will include plumbing, structural, electrical, HVAC, fire protection, lighting, data and signage. The total interior renovation will include up to 2,400 square feet of existing office space plus 40' by 20' additional footprint directly adjacent to the interior ("Break Room" on Appendix C). There is currently an oil/water separator that is located under the proposed "Break Room" addition to be moved. Total construction cost estimated to be under \$1,000,000.

A 30% design layout has already been completed – See Appendix C.

As-builts and existing geotechnical reports of the existing building area will be made available to the selected Contractor.

Updates to a master use permit or binding site plan are not anticipated under this contract. However, if the City of Bellingham requires updates or changes, any assistance required by the Contractor will be negotiated as a change order under this contract.

While construction oversight is not anticipated as part of this engagement, WTA reserves the right to add tasks as a change order should staff require additional assistance.

TIMELINE AND SCHEDULE

Qualifications are due March 4, 2020 No later than 12:00 PM
Work to start ASAP

MINIMUM PROPOSER QUALIFICATIONS

At the time of submittal, a proposer must meet the following requirements. Proposers will not substitute the experience or qualifications of a subcontractor or subconsultant for their own:

- Have a State of Washington and all required local government business license(s) and endorsements¹
- Not be suspended or debarred with SAM.gov
- Not be disqualified from proposing under RCW 39.06.010 or 39.12.065 (3)
- Have no outstanding and/or repetitive violations with Labor and Industries, Department of Revenue, or Employment Security.
- Possess all permits, registrations, and licenses as required by city, state, and Federal ordinances, rules, laws, and regulations. When requested by WTA, Proposer shall provide documents confirming that he/she/it has obtained any local business registrations or permits that may be required.

Proposers not meeting these minimum requirements will be rejected.

CONTACT

All contact, including questions and clarifications will be directed to the contact listed below. Unauthorized contact regarding this request with WTA employees or agents may result in disqualification. Any oral communications will be considered unofficial and non-binding on WTA. Proposers should rely only on written statements issued by the Purchasing & Contracts Manager.

Magan Waltari, CPPB, CPSM, NIGP-CPP
Purchasing & Contracts Manager/DBELO
(360) 788-9332
procurement@ridewta.com

PROPOSAL SUBMISSION AND EVALUATION

Proposals may be submitted via email to procurement@ridewta.com. USB/CD copies or hard copies will not be reviewed.

Failure to include any of the requested information may render the proposal non-responsive.

¹ A City of Bellingham endorsement will be required as a condition of proposal award to the highest scoring proposer.

Qualifications will include the following in the below order. **Do not submit any cost information until requested by WTA.**

1. Description of Qualifications (30 POINTS):

- A. Illustrate your experience with the Whatcom County permitting process, public works, and public sector experience, preferably with other public transit agencies. WTA will review qualifications for proven experience working on projects for small agencies or companies with no engineering staff and limited engineering experience.
- B. Identify the firm's proposed Project Manager and other key personnel, by name and title, who will most likely be assigned to provide direct services to WTA.
- C. Similar Work References – List at least three (3) professional references able to provide information regarding the firm's ability to perform relevant projects (not including any projects completed for WTA) completed in the last five (5) years. The submitted information should include:
 - Name, address, e-mail address and telephone of the project manager
 - Cost of the contract
 - Dates services encompass
 - Services provided
 - List partnered firms in project and relationships
 - Project location
 - Status of the contractInclude examples of work on similar public sector projects, including project scope, objectives and success or failure to achieve those goals.

2. Response to Scope of Services Must Include (20 POINTS):

- A. Demonstrated understanding of WTA's needs and scope of service
- B. Description of available services and qualifications
- C. Requirements of WTA
- D. Assumptions

WTA will review and score according to how well the submission communicates the proposers qualifications for this engagement. The highest scoring qualification will be requested to submit cost for the project that includes Direct Costs, Indirect Costs, Overhead, and Profit. WTA will examine proposed costs and negotiate a minimum cost for profit.

DISADVANTAGED, MINORITY, SMALL, WOMEN OWNED, AND VETERAN OWNED BUSINESS ENTERPRISES PARTICIPATION

Small, minority, veteran, women-owned, and Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, are encouraged to submit qualifications in response to this small purchase

request. WTA ensures non-discrimination in the award and administration of all contracts, creates a level playing field where businesses can compete fairly, and remove barriers to the participation in our contracts. Certification can be through Washington State's Office of Minority and Women Own Business Enterprises www.omwbe.org or other Unified Certifying Program (UCP) under 49 CFR 26.

DEBARMENT, COMPLIANCE, CONFLICT OF INTEREST

By submitting a signed proposal, proposers are assuring the WTA of the following:

1. Proposers are not on the current list of Federal or Washington State debarment lists.
2. Proposers agree to adhere to ADA requirements.
3. Proposers will work to promote employment and opportunity among disadvantaged business enterprises (DBE) as well as small and women/minority owned businesses. The contractor, sub-recipient, 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 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.
4. That no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the proposer or any of its agents, employees or representatives, to any official, member or employee of the WTA or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.
5. The proposer certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.
6. That the proposer assures that it has no direct or indirect financial or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the services required to be performed under contract and that it shall not employ any person or agent having such interest.
7. That the proposer assures that the company is fully licensed, bonded, and insured. A copy of the successful proposer's certificate of insurance and a W9 will be required prior to the issuance of a Notice to Proceed or a Purchase order. Business licenses and/or professional certifications will be used to establish proposer responsibility as part of the evaluation process.

CONTRACT TERM AND INVOICE PAYMENTS

1. Contract Term: The contract term will be 1 year.
2. Payment: Payment will be based at Net thirty (30) day terms. WTA is open to negotiating different payment terms (i.e. 3% Net 15, etc.). WTA reserves the right to refuse payment on invoices for work that is performed without the proper endorsement and written consent.

TRAVEL COSTS

Travel costs will be reimbursed to consultants and sub-consultant(s) as follows. Detailed receipts or other proof of expense are required to be fully reimbursed. WTa will not pay any mark-up for any travel costs. A credit card receipt will not be accepted in lieu of a detailed receipt. Receipts are not required for meals covered by per diem and for miscellaneous expenses under \$10 a day.

- Meals & Incidentals per GSA.gov rates at the time of travel based on the destination.
- Mileage will be based on GSA.gov rates at the time of travel.
- Rental car rates will be based on “Standard” class or lower. Higher classes and SUV’s must be pre-approved by WTA. Mileage will not be reimbursed for rental cars.
- Air fare and baggage will be based on the most economical flights with reasonable routing. Business class or first-class tickets will not be reimbursed.
- Hotel will be moderately priced and conveniently located. WTA will not reimburse charges for unused rooms.

Expenses including, but not limited to, laundry (unless staying more than 5 nights), in-room movies, Rental Car, flight, or other travel insurance, room upgrades or concierge floors, medical expenses, alcohol, damage/theft, fines, tickets, or lost luggage or personal item replacement costs, will not be reimbursed. A complete list of Non-Reimbursable Expenses is available upon request.

INDEPENDENT CONTRACTOR

At all times, the Contractor shall be an independent contractor whereby, in the performance of any contract, the Parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee of WTA under RCW Chapter 41.06 or RCW Title 51. Contractor shall indemnify and hold harmless WTA from and against any and all costs (including attorneys’ fees) or liabilities (including payroll taxes, penalties or interest) arising out of any assertions that the Contractor is not an independent contractor of WTA.

CONTRACT MODIFICATIONS

In addition to the process outlined in Appendix A, at a minimum, change orders must have a detailed statement of work, and a price accurately reflecting the level of effort required by the Contractor. Changes resulting in price adjustments must be submitted with Contractor cost data. WTA reserves the right to negotiate profit as part of the change order. Similarly, all changes will show indirect costs (overhead and General & Administrative) allowable according to FAR Part 31.

ACCESS TO RECORDS AND SITES OF PROJECT PERFORMANCE

As a recipient of State and Federal funds, WTA agrees to provide, and require its Contractors at each tier to provide sufficient access to inspect and audit records and information pertaining to the Project to the:

- a. U.S. Secretary of Transportation or the Secretary’s duly authorized representatives

- b. Comptroller General of the United States, and the Comptroller General's duly authorized representatives
- c. WTA and its Contractors

INSURANCE

Contractor and subcontractors will not begin Work until proof of insurance has been received and approved by the WTA. Insurers must be licensed to conduct business in the State of Washington (or issued as a surplus line by a Washington Surplus lines broker) and approved by the State Insurance Commissioner. Insurers must have a minimum rating of A- and a financial rating of Class VII or higher in the most recently published edition of the A.M. Best's Key Rating Guide.

Subcontractors must furnish and maintain the same insurance requirements listed below prior to starting work. Contractor shall ensure that WTA is an additional insured on subcontractor insurance and provide proof upon request.

Approval of the insurance by WTA will not relieve or decrease the liability of the Contractor for any damages arising from Contractor's or its subcontractors' performance of the work. Contractor's failure to fully comply with insurance requirements shall be considered a material breach and cause for immediate contract. Contractor shall bear all damage costs sustained for failure to maintain any of the required insurance or to provide notification that it cannot.

It is the intent of the contract for the Contractor's insurance to be considered primary in the event of any loss, damage or suit. WTA's own comprehensive general liability policy shall be considered excess coverage in respect to WTA. Additionally, the Contractor's commercial general liability policy must provide cross-liability coverage as would be achieved under a standard ISO separation of insureds clause.

Coverage will include claims for damages to property and injuries to persons arising from Contractor's own performance or work of Contractor's agents, representative, employees, sub-contractors, or sub-consultants for:

- Bodily injury/death
- Independent Contractors coverage
- Liability assumed under an Insured Contract (including defense costs assumed under contract)
- Personal/Advertising Injury
- Stop Gap Liability
- Subcontractor Liability, if sub-contractor does not provide their own insurance
- Protective Liability
- Contractual Liability
- Property Damage
- Employers Liability

The Contractor and subcontractors must procure the following minimum insurance:

1. **Commercial General Liability** in the amount of **\$1,000,000 per occurrence** and **\$2,000,000 per project aggregate**. Coverage shall be least as broad as Insurance Services Office (ISO) Occurrence form CG 00 01. WTA will be named as an additional insured on a primary and non-contributory basis.
2. **Automobile Liability Insurance** in the amount of **\$1,000,000 combined single limit** each accident limit at least as broad as Insurance Services Office (ISO) commercial auto form (CA 00 01, CA 00 05, CA 00 12, CA 00 20).
3. **Umbrella or Excess Liability** in the amount of **\$1,000,000 per occurrence**.
4. **Professional Liability** in the amount of **\$2,000,000 per occurrence** or claims made basis, **\$2,000,000 aggregate**.
5. **Employers Liability insurance** not less than **\$1,000,000 per occurrence**.
6. **Electronic Data Liability Insurance**. Consultant shall maintain electronic data liability insurance and/or Technology Errors and Omissions coverage applicable to the Project and insuring against liability arising out of the loss, loss of use of, damage to, corruption, or, inability to access, or inability to manipulate electronic data. This coverage shall be maintained with a **limit of liability of not less than \$1,000,000**.

If any of the Professional Liability or Electronic Data or Technology Errors and Omissions policies provide coverage on a claims-made basis:

- The Retroactive Date must be shown and must be before the date of the contract or the beginning of the contract work.
- Insurance must be maintained, and evidence of insurance must be provided for at least six (6) years after the completion of work.
- If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

Coverage must be maintained through the life of the Contract plus one (1) years.

Contractor and subcontractors must furnish the following endorsements separate of the Certificate of Liability. “Automatic” coverage forms CG 2033 for Ongoing Operations and CG 2039 for Completed Operations are not allowed from any subcontractors of the Contractor that do not have a written Contract or Agreement with WTA.:

1. Additional Insured Endorsement naming “WTA Agents & Employee’s” for **Ongoing Operations** on a primary and non-contributory basis. Endorsement should be at least as broad as the ISO CG 2010 or CG 2026 specifically naming WTA on the endorsement; or the CG 2033 or CG 2038 “Automatic” forms on Accord® form CG20100704 or equivalent.
2. Additional Insured Endorsement naming “WTA Agents & Employee’s” for **Completed Operations** on a primary and non-contributory basis. Endorsement should at least as broad as the ISO CG 2037 specifically naming WTA on the endorsement; or the CG 2039 or CG 2040 “Automatic” forms on Accord® form CG20370704 or equivalent.

3. **Cancellation Endorsement** providing thirty (30) days advance written notice to be received by WTA of such cancellation, suspension or material change, except for non-payment of premium, then ten (10) days advance notice shall be given.

Waiver of Subrogation – Contractor hereby grants to WTA a waiver of any right to subrogation which any insurer of said Contractor may acquire against WTA by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect its waiver of subrogation, but this provision applies regardless of whether WTA has received a waiver of subrogation endorsement from the insurer.

Contractor and subcontractors must maintain during the life of this contract Worker's Compensation Insurance. If the Contractor is not eligible for Worker's Compensation Insurance, it will indemnify and hold WTA harmless for any claims resulting from Contractor's actions.

The Contractor is responsible for the payment of any deductible or self-insured retention (SIR) that is required by any of the Contractor's insurance. Any SIR must be disclosed to and approved by WTA. If WTA is required to contribute to the deductible under any of the Contractor's insurance policies, the Contractor shall reimburse WTA the full amount of the deductible. The policy language shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or WTA.

These insurance requirements do not limit the Contractor's liability for damages resulting from performance.

SUBCONTRACTORS

Contractor shall perform at least 75% of the work with its own organization.

All subcontractors must be pre-approved by WTA before they begin work. WTA reserves the right to investigate subcontractor responsibility prior to confirming award, if subcontractors are known. WTA will not approve change orders to the proposal or final contract price for replacing rejected subcontractors.

Prime contractors are required to provide a copy of the sub-contract or purchase order with accompanying terms and conditions to WTA. Any sub-contract will contain the same language as required in Appendix A.

Contractor shall make a portion of the work available to Small, minority, veteran, women-owned, and DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available subcontractors and suppliers, so as to facilitate their participation. Evidence of such good faith effort includes disclosing the names, addresses, and telephone numbers of businesses that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for minority businesses to perform the work. For more information on minority contracting requirements, please refer to RCW 39.19.

Before the sub-contractor starts, shall submit the following documents:

- Insurance requirements listed in Part 5.D or furnish proof of inclusion of the Prime Contractors insurance

Contractor will be jointly and severally, and vicariously liable to WTA for any work performed by its subcontractors, and responsible for the work of, including, but not limited to the adequacy, timeliness, efficiency, and sufficiency, its subcontractors. All subcontractors will have sufficient knowledge, skill, and experience to perform the work contracted to them.

WTA will not be held responsible for the contractual relationship between subcontractors and Contractor. Contractor will maintain and monitor all subcontractor performance, payment, project delivery requirements, and relationships as they pertain to the Prime's ability to successfully complete a project.

LIMITATIONS OF LIABILITY

WTA is unable to agree to any limitation of liability in the event of a claim or issued judgment through the performance of a contract. This is considered a gift of public funds and is unenforceable by the Washington State Constitution².

PUBLIC DISCLOSURE LAW

WTA complies with RCW Chapter 42.56. All proposals and contract documents will be disclosed if a Public Disclosure Request (PDR) is submitted unless a proper exception applies. It is Proposers responsibility to be familiar with RCW Chapter 42.56 and what WTA's confidentiality limitations are.

WTA will not execute non-disclosure agreements.

Public Records Application to Documents of Vendor

As a public contract, all records prepared, generated or used by a successful vendor or its agents, employees and subcontractors relating to the contract and associated work will be subject to being a "Public Record" under RCW Chapter 42.56. Proposer, if selected, shall maintain and retain all such records in a manner that is accessible and WTA shall have the right to review and inspect such records upon request, for a term of three (3) years following completion of the contract work. All records subject to a public disclosure request will be provided to a requester. WTA may only refrain from disclosing any record based upon an exemption that is applicable to WTA, and will not refrain from disclosing any record under an exemption that may be personal to the Proposer. Proposer will need to seek judicial approval to prevent such disclosure, at its expense. Proposer, if selected, shall insert this provision in all contracts with subcontractors or agents providing services relating to the contract.

² Washington State Constitution, Article VIII, Section 7


PROPOSER CHECK LIST and FORMS




By submitting a Proposal, Proposers agree to be bound by and adhere to all legal requirements and contract terms and conditions contained in this solicitation document.

WTA will not make any concessions for Proposers who are not completely familiar with the scope or contract requirements.



The following information, forms and documents contained in this solicitation shall be completed and submitted as the proposal document. Proposals not adhering to the provided directions may be disqualified as non-responsive.

- ☐ Proposal Confirmation and Cover Sheet
- ☐ Contractor Information & References
- ☐ Conflict of Interest Statement
- ☐ Submission Response

*All documents are embedded and available by double clicking on the  icon. Contact procurement@ridewta.com if you are unable to access.

Proposal Confirmation and Cover Sheet	
Contractor Information & Reference Form	
Conflict of Interest Certification	

The terms and conditions provided below will govern the resulting contract.

Appendix A Contract Terms & Conditions	
Appendix B SAMPLE Contract	
Appendix C DRAFT Remodel Drawing	