

Part 2 – Scope of Work

2. A Introduction

WTA's service area includes the cities of Bellingham, Ferndale, and Lynden, as well as incorporated regions surrounding these communities. In 1993 the Lummi/Marietta area was annexed and incorporated into the WTA service area, and in 1994 the Western Whatcom County area (Blaine/Birch Bay/Semiahmoo/Cherry Point) was also annexed and incorporated.

WTA's Lynden Station ("Property") has operated for a number of years, serving as a satellite hub for fixed route services throughout the county. Other modes of transportation such as WTA Paratransit Services, rideshare, and private transportation (charters) carriers frequent the center at various times during the day.

2. B Background

The Lynden Transit Station is located at 1945 Front Street, Lynden, Washington and shown on Appendix D. There is 1,179 square footage of leasable space currently operating as a privately-operated food concession with preparation and service area, seating area, and dry storage, which is shown on that map attached hereto and incorporated by reference as Appendix D ("Space"). There are four (4) parking spaces closest to the Lynden Transit Station building designated by WTA for exclusive use associated with the Space. The concourse area, seating area, and restrooms within the building, and other parking spaces on the property are shared areas jointly used by WTA personnel, riders, and customers.

This RFP seeks proposals and offers to enter a lease agreement for up to 10 years with WTA for use of the Space.

The Space includes a concession area with outdoor area, a storage room, and restrooms. The following equipment is owned and belongs to WTA, is located in the Space, and will be included as available for use by the Lessee as part of the Lease:

- Eight-foot (8') gas hood with exhaust, electrical connections, and fire suppression
- Three (3) compartment sink
- Pre-Rinse faucet unit
- One (1) compartment sink
- Faucet
- Sandwich top refrigeration counter
- Reach in under counter refrigerator
- Gas, counter unit griddle
- Gas, floor model full pot fryer
- Electrical power 220-amp receptacle available
- Dry storage area
- Locked access
- Serving window (Sliding walk-up/take out window)

- Hot water
- Built in counters
- Two (2) window awnings

Lessee will provide all additional equipment necessary for successful business operations.

2. C Technical Requirements

The successful Proposer will be required to execute the Lease attached as Appendix A (“Lease”), and provide a Personal Guaranty attached as Appendix B (“Guaranty”). These terms and conditions, include the following particulars:

Permitted Uses:

The property sits within in the City of Lynden’s Regional Commercial Services (CSR) zone. Proposers will ensure that Lynden zoning ordinance¹ permits the type of business.

The proposed business must not impact WTA’s ability to provide transit service². Similarly, the proposed business will ensure any advertisements or displays meet WTA’s transit advertising content policy in Appendix C.

WTA Will Provide:

1. Landscape Maintenance
2. Supply and install all replacement exterior lamps/bulbs including the parking lots.
3. Maintenance and repairs as needed to building system equipment, including but not limited to:
 - Furnace
 - Air conditioner
 - Water heater
 - Outdoor clock on building south side
 - Clock embedded in west wall of lobby area
 - Hard-wired emergency lights
 - Hard-wired smoke detectors

Lessee Will Provide:

- Signage approved by WTA and City of Lynden.
- Supply and install all replacement interior lamps/bulbs
- All necessary personnel and financing to run Lessee’s business throughout the Lease term including potential extension options.
- Compliance with standards and recommendations of the State and local health departments in all matters concerning health and sanitation, where applicable.

¹ Lynden Municipal Code 19.23.020

² FTA C5010.1E Chapter 2, part 2i

- The portion of actual electricity, water, sewer and garbage charges allocable to the Lessee. Any additional utilities such as telephone, cable, and internet are at the expense of the Lessee.
- Insurance meeting the requirements outlined in the Lease provided on Appendix A.

Rent:

WTA has established a fair market rental value range of \$675 – \$700 per month. However, WTA is willing to consider a different monthly rent that may be offered by Proposers. In addition to an agreeable monthly rent, the Lessee will be expected to pay the following expenses:

- A. Monthly Leasehold Excise Tax payment (current rate 12.84%), assessed as a separate line in addition to monthly rent.
- B. The previous month's utilities invoiced as a separate line item at the same time as current month's rent.

Each year the Lease is in effect, a rent increase of 10% will be assessed on the anniversary date.

A deposit equal to three (3) months of the proposed rent will be due at Lease signing and held until WTA accepts the Space after the Lease ends. WTA may withhold funds to cover outstanding rent or repairs. Nonetheless, WTA is willing to consider a different deposit amount that may be offered by Proposers.

2. D Scope of Work

Lessee shall, at a minimum:

1. Keep the property, all improvements, Lessee's equipment and personal property in a clean and orderly condition and appearance at all times.
2. Maintain, repair, and replace, as needed, all equipment.
3. Lessee shall be responsible for all janitorial services including supplies on the property including but not limited to:
 - Window washing of interior and exterior windows.
 - All floor cleaning and related floor care services including daily floor cleaning, regular stripping and sealing of hard surface flooring, and commercial carpet cleaning.
 - Daily litter removal and clean up in and around facility, sidewalks, and concourse.
 - Cleaning all interior surfaces and equipment in the facility, including ventilation grills in ceilings and walls.
 - Emptying trash containers on a regular basis, except for two surface-mounted

- trash cans in front of the bus stop shelters.
 - Maintenance of restrooms including restocking, cleaning and sanitation of all surfaces and fixtures.
 - Regular cleaning of patio area including seating and tables.
 - Regular cleaning of entry doors, interior and exterior surfaces.
 - Maintain sidewalks surrounding main building, including pressure washing as needed.
 - Provide cardboard recycling (e.g. covered bin or tote or shed type shelter) in a secure area.
 - Provide notification to WTA for repairs needed to the facility that are not in the Lessee's scope of responsibilities.
4. Provide public access to the restrooms during normal hours of operation. Restroom facilities will be available for Lessee & WTA employees and customers use. Lessee will open restroom facilities upon arrival.
 5. Provide a presence on the site to report behavior or medical problems. The Lessee is not acting for or on behalf of the WTA as a security agent and Lessee is not authorized to forcibly or otherwise confront any person with a behavior or medical problem and should at all-times report any such problems to 911.
 6. Answer transit related questions and be familiar with the bus schedule as it pertains to Lynden Station.
 7. Repair any damage to the Property caused by Lessee or its agents, employees or invitees.

WTA will maintain full access to the building and parking lot for public transit use. Upon notice from WTA, Lessee and its/his/her customers shall take all action requested by WTA regarding the use of the property outside of the Space, including termination of any use, as determined to be necessary by WTA to provide transit services. Such shall include, but is not limited to, the obligation to cease using parking spaces on the Property beyond the four (4) designated spaces and areas outside the Premises.

Lessee will occupy the space no less than 48 hours per week and during WTA operation hours. The Lessee has the option to be open during holidays that the WTA does not provide service over and above the 48 hour minimum. Similarly, Lessee has the option to close during those holidays that the WTA does provide service.

Lessee shall not hold any special event or apply for any liquor licenses for the property without the written consent of WTA, which WTA may withhold in its sole discretion and without cause. Special events include, but are not limited to: car rallies, farmers markets, craft fairs, special open house outside of normal business, etc.

Lessee shall be solely responsible, at its/his/her own costs, for all repairs and maintenance of the equipment and personal property and shall maintain all improvements.



2. E Contract Deliverable Requirements

For the entire term of the Lease, WTA requires current copies of the following documentation. Cost of permits and licenses are responsibility of the Lessee.

1. A valid City of Lynden Business License.
2. A valid Health Department permit, where applicable.
3. Valid proof of insurance.