HUMBOLDT TRANSIT AUTHORITY REQUEST FOR QUALIFICATIONS

Transit Facility Master Plan

Date Issued: October 11, 2019

Humboldt Transit Authority Contact:

Greg Pratt, General Manager Humboldt Transit Authority 133 V Street, Eureka, CA 95501

Phone: (707) 443-0826 Fax: (707) 443-2032 Email: greg@hta.org

Proposals Due on Friday, November 15, 2019 at 3:00 pm at Humboldt Transit Authority

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Figure 1 Project Vicinity

Figure 2 Site Plan

Figure 3 Blank Slate

ATTACHMENTS

Attachment A: HTA Standard Services Agreement

REQUEST FOR QUALIFICATIONS

Master Transit Facility Plan Humboldt Transit Authority

A. INTRODUCTION

The Humboldt Transit Authority (HTA) solicits proposals responsive to this Request for Qualifications from interested design professionals to design a fully integrated and operational 10-year Master Transit Facility Plan/Site Plan (MTFP). A proposed calendar indicating the timeline for this solicitation is identified in

Section F.

For further information, please contact only the designated contact person:

Greg Pratt, General Manager Humboldt Transit Authority 133 V Street, Eureka, CA 95501

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B. **OVERVIEW**

The HTA currently operates a transit facility in Eureka, California. In the past, this facility operated as two separate activity areas separated by W Street. A street abandonment was recently approved for the facility, now allowing transit operations to no longer be bisected by W Street.

The HTA is also in the process of converting a portion of its fleet (currently 28 full size busses, 13 cutaways and 10 dial-a-ride vans) to electric with onsite solar-powered charging. The HTA anticipates that five charging stations would be necessary. Additionally, approximately 15 parking spaces are currently utilized for employee parking

The HTA is looking for a qualified firm to assist in developing a 10-year Transit Facility Master Plan/Site Plan (MTFP) that accommodates this, with an eventual increase to a fleet of 70 busses/vans. Elements of the plan should be phased to allow distinct portions to be constructed, as future grant awards allow.

Figure 1 shows the Project Vicinity. Figure 2 is the Site Plan depicting current uses and configurations. Figure 3 'Blank Slate'shows those facilities that are to remain or be repurposed. As can be seen, the majority of the area from the west side of former W Street, east to X Street is or can be vacant.

Elements of the Site Plan that are to remain include the Administration Building (A), the attached five shop bays (B1-B5), the fueling canopy (C), and fuel tanks (D). The primary entrance (E) is to remain off V Street. Storm drain filters (F) are also to remain.

The Building at 2nd and X Streets (G) will be removed before year's end. Building H (Detailing and storage) can be removed, moved, or repurposed. The bus washing station (I) can be converted to a shop bay. The building (J) on 1st Street can be removed, but it is currently being rented out and should remain until there is an expressed need for the space. The Clear Zone (K) should not become encumbered with improvements but rather kept clear, allowing busses to pull in/out of the shop bays. The antennae (L) and small outbuildings next to (A) are to remain. Overhead utility poles (X) on the public streets are shown and should remain. There are also three HTA properties (O1 - O3), north of First Street, which have Coastal Zone wetlands and setbacks that could be developed if these areas are avoided and there is a specific transit purpose in mind.

Flow Pattern - The entrance off V Street (E) is to remain as the entrance. Busses will head into the fueling station (C), proceed to the vacuum station (new), bus washing (new), and then bus detailing (new). A key component would be to design a system for stacking busses to cover fleet expansion. A new exit for all busses can be located along X Street or 2nd Street (current exit is on former W Street heading north to 1st Street).

The details below specify elements that will need to be accommodated for future transit facilities plan. The locations shown on Figure 2 are not fixed.

- PG&E Transformer (maybe at (M))
- Five charging stations (N1-N5) within 200 feet of the transformer (M)
- Carport with solar arrays on roof above charging stations (N1-N5)
- A new vacuum station where bus floors are blown clear, out the rear door. (near (C)?)
- A new bus wash and shop bay for smaller busses (at(J)?)
- A new Detailing Bay if (H) is removed or repurposed
- Consolidated employee parking area (?)
- Stormwater flow/capture should be a consideration in overall site design. A SWPPP is available for review.

The HTA is a public agency formed as a joint powers authority to operate various transit systems located within the County of Humboldt. The successful candidate will enter negotiations for costs to complete the design process.

C. SCOPE OF SERVICES

Each proposal shall be submitted in writing and must include the following information:

- 1. The scope of services provided by the successful proposer shall outline an approach to complete all tasks required to design the MTFP for the HTA, as presented in 'B. Overview'.
- 2. The successful proposer will be expected to work with the HTA to design the MTFP to meet the HTA's specific design and funding criteria, and to maximize the use of existing site conditions and proposed future site improvements, and other relevant factors.
- 3. The successful proposer will be expected to complete a cost estimate for phased construction and provide associated potential sources for funding. Construction of improvements is subject to prevailing wage requirements, and the successful proposer is to propose cost estimates based on the applicable prevailing wage rate and include all monitoring and reporting requirements in estimated costs.

- 4. The successful proposer will provide an ACAD-compatible Site Plan that can be utilized by the HTA for future construction drawings.
- 5. The proposal shall describe all work tasks and the unique approach to be performed by the awarded Consultant. The proposer must have the technical capability and demonstrated experience to complete the project as set out in this RFP.

Items the proposal should address include 1) number of times consultant is required to visit the site; 2) number of review drafts; 3) deliverable items; and 4) format of deliverable items.

D. CONSULTANT QUALIFICATIONS

The HTA may award the contract to the firm that, in its sole opinion, is best suited for providing the range of services described in this RFQ. To be considered for this Project, a proposer must, at a minimum, have demonstrated knowledge and experience in design and engineering capabilities relevant to the scope of this RFQ.

The successful qualified consultant will demonstrate their experience in working for small transit operations in rural areas and the special needs and limitations associated with rural areas. Their approach should describe certain design elements that would take advantage of existing facilities, provide an efficient flow pattern, and recognize the limited budget of the HTA for developing a MTFP. The approach should demonstrate how a MTFP can be developed in an efficient manner. Though not a part of the scope for this project, the consultant can indicate whether it, or a member of their team, is available, after approval of the MTFP, to develop construction drawings.

As improvements will be grant-based funding, the successful consultant should be familiar with grant programs for transit operations and anticipate phasing development of the MTFP to take advantage of specified funding sources.

E. SUBMISSION REQUIREMENTS

- 1. Proposals shall be submitted in a sealed envelope, clearly marked: 'Request for Qualifications MTFP' to the attention of the designated contact person.
- 2. Electronic copies of Proposals must be received no later than 3:00 p.m. November 15, 2019. Late proposals will not be considered. In addition, three (3) hard copies of proposals must be received by 3:00 p.m. November 19, 2019.
- 3. Describe the scope of services and approach directly offered by consultant.
- 4. Include resume(s) of direct personnel to be assigned to the Project, for the term of the project.
- 5. Provide an organizational chart with approximate percentage of time that each person will be tasked for this project.
- 6. Identify any proposed sub-consultant(s) by name and scope of work to be performed.
- 7. Describe at least three (3) applicable MTFPs (or similar projects) completed by the consultant within the past five (5) years that are similar in size and scope. Identify similar projects by name, location, owner, size, and date constructed. Include a list of references including contact names and telephone numbers for the representative projects.

- 8. Describe your approach to completing this MTFP, how you propose that the HTA will be involved in the process, as well as a timeline for completing the scope of services.
- 9. The selected consultant must enter into a written agreement for the services using the HTA's Standard Services Agreement for Professional Services ("Agreement"), a copy of which is included as **Attachment A**. Objections to any provisions must be identified in the Proposal.

F. SELECTION PROCESS

- REFERENCE CHECK. The HTA will conduct a background/reference check of the responding firms.
 Proposed consultants that appear to exhibit the desired qualifications and who are acknowledged as competent to provide the services requested may be placed on the short list of finalists and interviewed.
- 2. INTERVIEW. The HTA may interview selected respondents.
- 3. FINAL SELECTION. Predicated upon thorough review of proposals submitted and upon interviews with selected firms, the HTA will make a final selection and notify all finalists in writing.
- 4. The HTA will negotiate the final terms for services with the preferred firm approved by HTA. If it is not possible to reach mutual agreement with the designated firm, the HTA reserves the right to enter into negotiations with another firm.
- 5. It is the intent of the HTA to evaluate the proposals generally based on the following criteria.

Qualifications	35%
Experience	35%
Scope of Work and Approach	30%

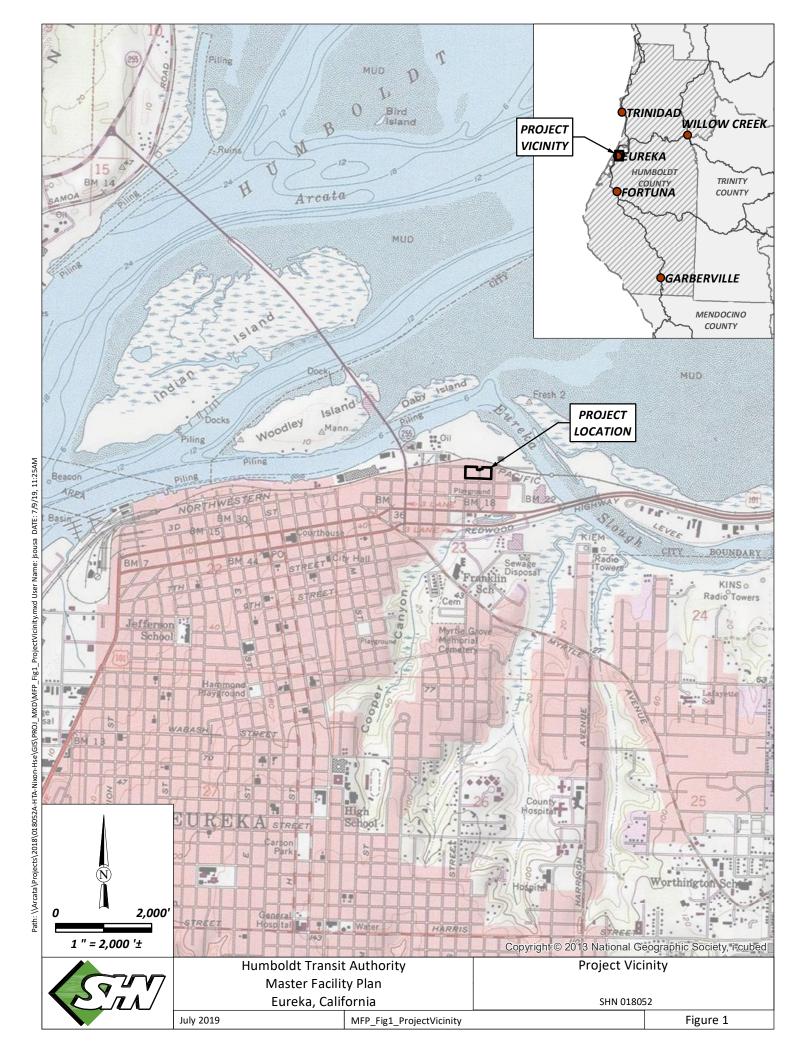
- 6. The HTA-preferred consultant will be contacted for a phone or Skype interview and if chosen, will be requested to provide a Not To Exceed cost to complete the agreed upon scope of work. If negotiation between either party is not successful, then the HTA will proceed to the next qualified consultant.
- 7. The HTA reserves the right to postpone selection for its own convenience, to withdraw this Request for Qualification at any time, and to reject any and all submittals without indicating any reason for such rejection. Submitted proposals become the property of the HTA.
- 8. As part of the negotiation process, the HTA reserves the right to modify the scope of work and to approve or disapprove the list of sub-consultants. Should the HTA determine that specific expertise is lacking in the project team, the HTA will reserve the right to request specific consultants with specific expertise to be added to the team. Any interpretation of, or change in this Request for Qualification will be made by addendum, and shall become part of the Request for Qualification and any contract awarded.
- 9. The HTA will notify all respondents regarding their standing by email and/or in writing. Upon request, the HTA will provide each respondent with their final averaged score across all selection criteria.
- 10. The HTA reserves the right to contract with any entity responding to this Request for Qualifications. The HTA makes no representation that participation in the Request for Qualifications process will lead to an award of contract or any consideration whatsoever. The HTA shall in no event be responsible for the cost of preparing any proposal in response to this Request for Qualifications.

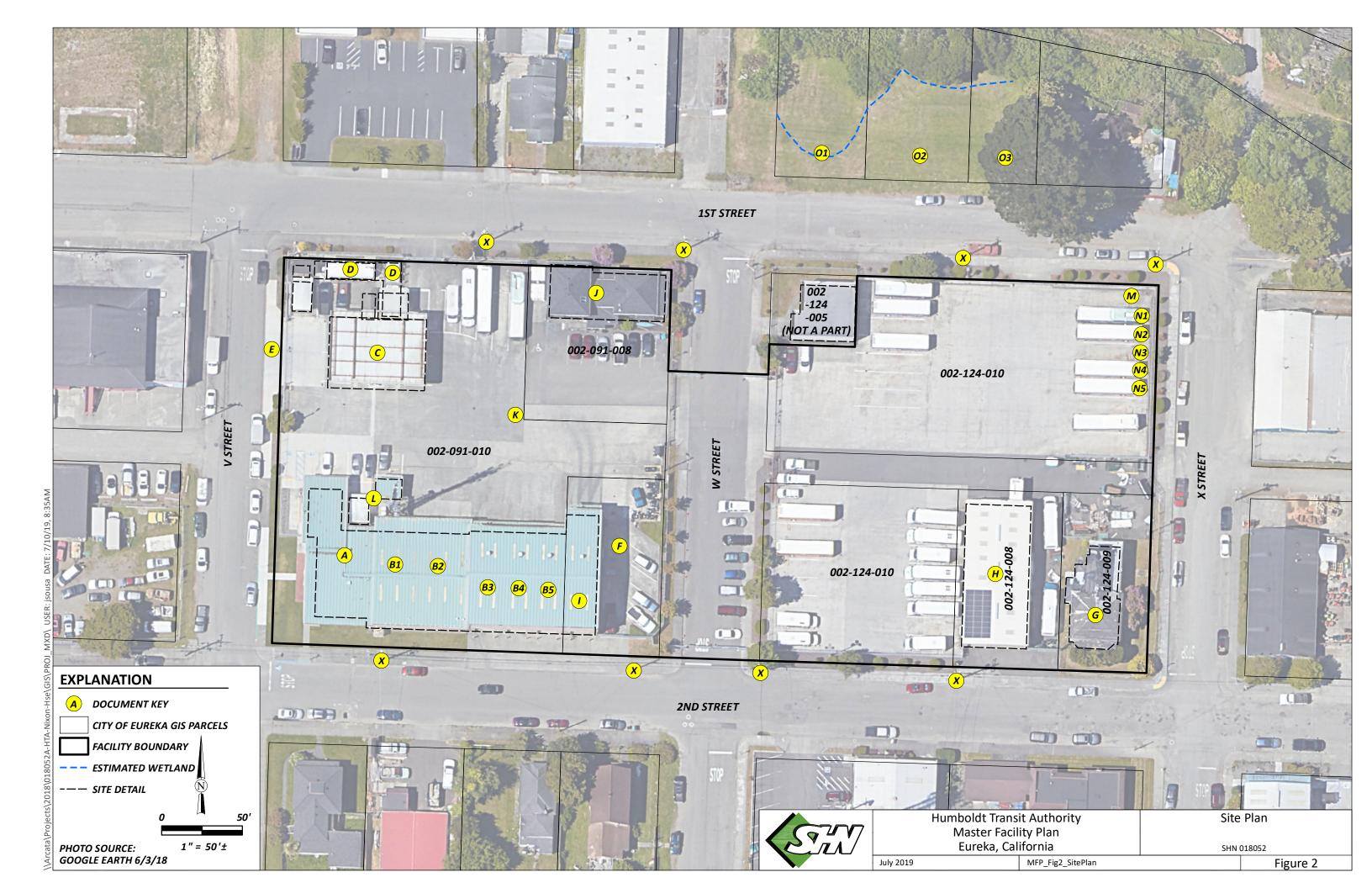
- The selection of consultant(s) to participate in the Request for Qualifications process if at all is at the sole discretion of the HTA.
- 11. From the period beginning on the date of the issuance of this Request for Qualifications, and ending on the date of the award of the contract, no person, or entity submitting in response to this Request for Qualifications, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact any person within the HTA to engage in discussion of the process of selection or award process except for the HTA designee for questions listed in this Request for Qualifications.

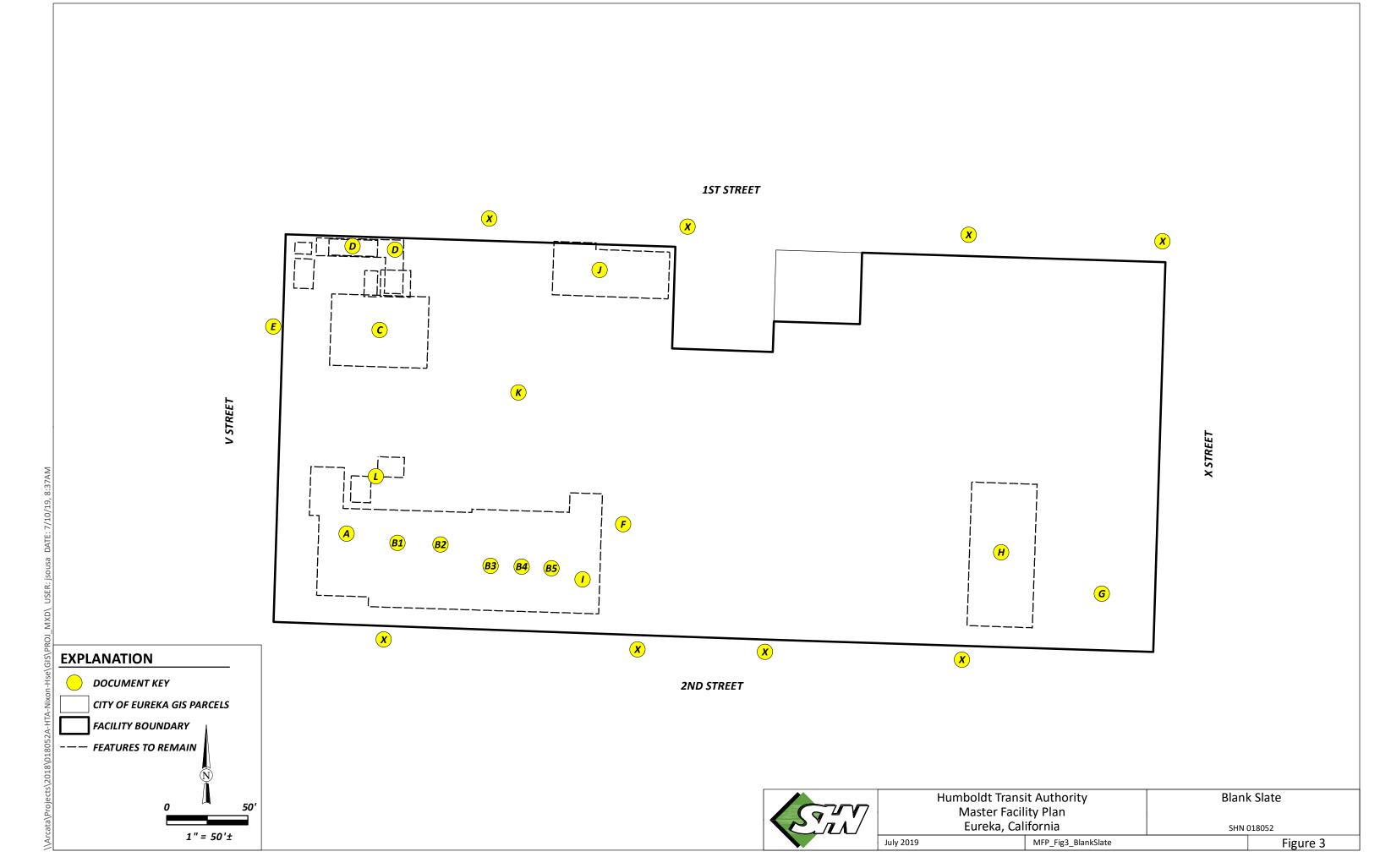
G. **CALENDAR OF EVENTS**

The following is the proposed schedule, and may change during the project selection process.

ACTIVITY	DATE
1. Issue RFQ	October 11
Site Visit and Walk Through (optional)	October 25
3. Questions due	November 1
4. Response to Questions	November 8
5. Responses Due	November 15
6. Review and Selection of Finalist(s)	November 22
7. Interviews Scheduled and Conducted	TBD
8. Consultant Selected	December 6
9. Contracts Initiated	December 16
10. Scope of Work Completed (90 days)	March 16







AGREEMENT BETWEEN THE HUMBOLDT TRANSIT AUTHORITY AND

FOR PROFESSIONAL SERVICES	

	for Professional Services ("Agreement	· ·
	, a	
referred to as "Consultar	nt," and the Humboldt Transit Author	rity, hereinafter referred to as
"HTA." This Agreemen	t is effective as of	
	Consultant will perform professional Work, attached hereto and incorpora	
		("Services")

2. Term.

- a) <u>Commencement</u>. No Services shall be performed or furnished under this Agreement until HTA has provided notice to commence Services to the Consultant, which shall not occur until after full execution of this Agreement by both parties and receipt by HTA of all insurance certificates.
- b) <u>Termination</u>. Either party may terminate this Agreement upon 10 days written notice. In such event, Consultant will be entitled to invoice HTA for and to receive payment for all acceptable Services performed or furnished under the Agreement, if applicable, and all reimbursable expenses incurred through the effective date of termination.
- c) <u>Time for completion</u>. Consultant shall complete all Services in accordance with the time schedule as set forth in the Scope of Work.

3. Compensation For Services, Payment.

- a) HTA shall pay Consultant at the rate and basis as set forth in the payment schedule, Exhibit B, attached hereto and incorporated herein.
- b) Consultant shall prepare and submit its invoices to HTA no more than once per month, and, for Services billed on a time and materials basis or in installments, shall provide a time summary of work performed by each person for whom charges are billed. All reasonable efforts will be made by HTA to pay undisputed invoices within 30 days of receipt. If HTA disputes an invoice, it may withhold that portion so contested and shall pay the undisputed amount. HTA may withhold all or any portion of the funds provided for by this Agreement in the event that the Consultant has materially violated or threatens to materially violate, any term, provision, or condition of this Agreement; or the Consultant fails to maintain reasonable progress toward completion of the Services or any component thereof.
- 4. <u>Professional Standards</u>. The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant shall be responsible for the professional and technical

soundness, accuracy, and adequacy of all designs, drawings, specifications, and other work and materials furnished under this Agreement.

- 5. Independent Contractor Status. Consultant is performing Services as an independent contractor for HTA, and is neither an employee nor an agent of HTA. Except as otherwise provided in this Agreement, Consultant shall have sole control over the manner and method of performance of the services, and Authority's only interest shall be in the results of such Services. Authority's liability hereunder shall be limited to payment of the compensation provided in this Agreement. Consultant agrees and acknowledges that it is not entitled to any benefits or insurance, including without limitation any medical, unemployment, or disability benefits, on Authority's account. This Section shall also apply to any of Consultant's subcontractors.
- **6. Document Submission and Title to Documents**. Consultant agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement is considered work made for hire and shall be the property of HTA upon delivery. Authority may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement.
- 7. <u>Designation of Representative</u>. Consultant and Authority shall designate specific individuals to act as representatives ("Designated Representative"), who shall have authority to transmit instructions, receive information, and implement the Agreement on behalf of each respective party. Either party may change its Designated Representative or the address of its Designated Representative by giving reasonable notice to the other party.
- **8.** Notice. All notices required or permitted hereunder shall be in writing and shall be deemed to have been properly given and delivered when delivered personally (including by commercial messenger or courier or by facsimile transmission) or four (4) days after deposit in the U. S. mail with all postage or charges fully prepaid and addressed to the authorized representative of the appropriate party.

HTA:	
General Manager	
Humboldt Transit Authority	
133 V. Street,	
Eureka, CA, 95501	
Consultant:	

9. Indemnification.

When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify and hold harmless Authority and its boards, task forces, officials, employees and agents (collectively "Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or

sub-contractors or any entity or individual for which Consultant shall bear legal liability in the performance of professional services under this Agreement.

Other than in the performance of professional services and to the extent permitted by law, Consultant shall indemnify, defend and hold harmless Authority, and any and all of the Indemnified Parties from and against any liability (including liability from claims, suits, actions, arbitration proceedings, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of , or are attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

10. Insurance.

- a) Insurance Requirements.
 - Prior to performing any Services hereunder and until the Services have been completed in accordance with this Agreement and accepted by HTA, the Consultant shall maintain insurance in full compliance with all of the provisions of this Section 10. In the event the Consultant sublets or subcontracts any part of the Services, each subcontractor shall be bound by the same terms and conditions concerning insurance as outlined herein and this Section 10 will be made a part of any such subcontract agreement.
 - ii. As evidence of specified insurance coverage, HTA may, in lieu of actual policies, accept certificates issued by the insurance carrier showing such policies in force for the specified period and naming HTA as an additional insured thereunder, except Professional Liability Insurance and Workers Compensation.
 - iii. HTA reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice.
- b) Professional or Errors and Omissions Insurance. Consultant shall purchase and maintain such Professional or Errors and Omissions Insurance for the Services performed and furnished as will provide protection from any claim arising out of any negligent act, error or omission in rendering or failing to render professional services either committed or alleged to have been committed by Consultant or by anyone employed by Consultant to perform or furnish any of the Services, or by anyone for whose acts any of them may be liable. Such coverage shall not be subject to a Self-Insured Retention (SIR) greater than \$100,000, and for not less than \$2,000,000 Single Limit, any one claim and annual aggregate.
- c) <u>Workers' Compensation Insurance</u>. Consultant shall purchase and maintain such Workers' Compensation covering all employees and volunteers as required by the State of California, and on a state-approved policy form.
- d) Commercial General Liability. Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or equivalent. Coverage for additional insured shall not be limited to vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 general aggregate.
- e) <u>Automobile Liability Insurance</u>. ISO Business Auto Coverage for CA 0001 including symbol 1 or equivalent. Limits are subject to review, but in no event to be less than

- \$1,000,000 per accident. If Consultant or Consultant's employees will use personal autos in the performance of any duties under this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person.
- 11. <u>Dispute Resolution</u>. The parties agree to negotiate any disputes over the performance of their respective rights and obligations under this Agreement in good faith for a period of at least 30 days after the date of notice invoking the need for dispute resolution or exercising rights under law. Neither party may initiate court action prior to such good faith negotiation and following that prior to good faith third-party mediation.
- **12. Time of the Essence**. Time limits stated in this Agreement are of the essence.
- 13. <u>Governing Law, Venue</u>. This Agreement and performance hereunder and all suits and special proceedings shall be interpreted in accordance with California law. Venue shall be fixed in Humboldt County.
- **14.** <u>Authority</u>. Each party hereto warrants and represents to the other party that such party has the full right, power and authority to enter into this Agreement and has obtained all necessary consents and approvals to consummate the transaction contemplated hereby.
- **15.** Negotiated Agreement, Interpretation. This Agreement has been negotiated by the parties hereto. Each of the parties has had full opportunity to have this Agreement reviewed by an attorney acting on such party's behalf. The language of the Agreement shall not be construed for or against either party by reason of the authorship or alleged authorship of any provision hereof or by reason of the status of the respective parties.
- **16.** Entire Agreement/Modifications and Amendments. This Agreement and all attachments constitutes the entire agreement between HTA and Consultant as to the subject matter hereof. It supersedes all prior communications, representations, or agreements, whether oral or written. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required.
- **17.** <u>Assignment, Subcontract</u>. Consultant may not assign its rights, interests, duties or obligations under this Agreement without consent from HTA. Consultant may not subcontract Services without prior written consent from HTA.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date of the last party signing.

HTA General Manager	Designated Representative
Date	Phone
	Email Address
Consultant	Designated Representative
Date	Phone
	Email Address