



**Santa Barbara Metropolitan Transit District**  
**REQUEST FOR QUOTES**  
**Assessment of Wooden Bus Stop Shelters**

**1. GENERAL**

The Santa Barbara Metropolitan Transit District (MTD) is a public transit operator located in Santa Barbara, California. MTD is soliciting, via this Request for Quotes (RFQ), a licensed General Contractor, hereinafter referred to as Contractor, for the evaluation of wooden bus stop shelters at twenty locations throughout the District.

The Contractor shall be required to coordinate all activities with MTD staff. MTD requires that this project be completed within 15 days from the issuance of a notice to proceed.

**2. PROJECT DESCRIPTION**

**Shelter Locations:**

**City of Santa Barbara** (11 sites)

Arrellaga & Castillo  
Bath & Pueblo  
Cabrillo & Castillo  
Carrillo & San Pascual  
Cliff & Loma Alta (SBCC)  
Moffet & SB Airport Inbound  
Moffet & SB Airport Outbound  
Montecito & Franklin Center  
Mountain & Valerio  
San Andres & Micheltorena  
State & Alamar

**County of Santa Barbara** (8 sites)

Camino Pescadero & El Colegio  
El Colegio & Camino Corto  
El Colegio & Santa Catalina  
Hollister & Turnpike Inbound  
Hollister & Turnpike Outbound  
Hollister & Walnut  
State & Hwy 154  
UCSB North Hall

**City of Goleta** (1 site)

Hollister & Storke

**Statement of Work**

Contractor shall adequately inspect each of the shelters listed above and provide a brief written report for each shelter that includes the following:

- Details of condition of shelter based on the inspection
- Recommendation of whether to repair or replace the shelter

- Separate cost estimates for repair and for demolition & disposal including removal of any foundation/footings and replacement of concrete pad. All cost estimates shall include the costs of acquiring permits per jurisdiction and providing traffic control (if necessary) per local agency standards
- Date, time, and duration of inspection
- Photographs and/or drawings to illustrate described conditions or repairs, as appropriate

Inspection/evaluation shall include, but not be limited to:

- Presence of termites/termite damage
- Integrity of supports and beams
- Condition of roof/shingles
- Condition of footings/concrete pad
- Condition of bench(es) and trash receptacle(s), if present

Contractor shall prioritize need for shelter repair/replacement based on the inspections.

**Please note:**

- Contractor must possess a Class A or B license
- Contractor will not be eligible to bid on performing actual shelter upgrade work
- MTD's bus stop maintenance worker may accompany Contractor on site visits

**4. REQUESTED INFORMATION AND FORMAT**

In order to facilitate comparative analysis, the response shall be organized in the following manner and shall not exceed 10 pages in total:

- A. Transmittal Letter. The transmittal letter should be signed by an official authorized to solicit business and enter into contracts for the firm. The letter shall provide the following: name, title, address, telephone number, fax, and e-mail address of individuals with the authority to negotiate and contractually bind the company.
- B. Bid Form. The proposer(s) should provide a detailed quote providing an all inclusive not to exceed amount. The response shall include an estimated timeline for conducting the work.
- C. Firm Qualifications. This section should include items that reflect the contractor's expertise with the required tasks and may extend beyond the requirements outlined in this RFQ. Please provide Contractors License number, proof of insurance and work references. MTD insurance provisions

are attached. Contractor shall review the provisions before submitting a bid to ensure contractor insurance is adequate.

## **5. SELECTION**

MTD will accept the lowest responsible bidder.

## **6. SUBMITTAL**

Quotes must be received by MTD by 2:00 P.M. on October 31, 2013. Qualifications not received by that date and time will not be considered.

Please submit responses to:

Cynthia Boche  
Assistant Planning Manager  
Santa Barbara Metropolitan Transit District  
550 Olive Street, Santa Barbara, CA 93101  
Phone: (805) 963-3364, Fax: (805) 962-4794

## **7. REVIEW AND SELECTION SCHEDULE**

Issue RFQ	Friday, October 11, 2013
Requests/Clarifications Deadline	Tuesday, October 22, 2013, at 5:00 PM
Responses Due	Thursday, October 31, 2013, 2:00 pm at 550 Olive Street, Santa Barbara, CA

## **9. OTHER**

This RFQ does not obligate MTD to award a contract and may be withdrawn by MTD for any reason. MTD expressly reserves the right to reject any and all responses or to waive any irregularity in any response. MTD will not pay any cost incurred in the preparation of a response. MTD reserves the right to modify the review and selection schedule described above.

## SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

### Insurance Requirements for Professional Service Contracts

#### 18. Insurance

##### 18.1 Contractor's Insurance Representations to MTD.

- a) It is expressly understood and agreed that the insurance coverages required herein:
  - i. represent MTD's minimum requirements and are not to be construed to void or limit Contractor's indemnity obligations as contained in this Agreement nor represent in any manner a determination of the insurance coverages Contractor should or should not maintain for its own protection; and
  - ii. are being, or have been, obtained by Contractor in support of Contractor's liability and indemnity obligations under this Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy, or failure of any insurance company carrying insurance of Contractor, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate, or waive any of the provisions of this Agreement.
- b) Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under this Contract. If Contractor shall fail to remedy such breach within five (5) business days after written notice by MTD, Contractor will be liable for any and all costs, liabilities, damages and penalties resulting to MTD from such breach, unless a written waiver of the specific insurance requirement(s) is provided to Contractor by MTD. In the event of any failure to Contractor to comply with the provisions of this portion of the Agreement, MTD may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to Contractor, purchase such insurance, at Contractor's expense, provided that MTD shall have no obligation to do so and if MTD shall do so, Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

##### 18.2 Conditions Affecting All Insurance Required Herein.

- a) Cost of Insurance. All insurance coverage shall be provided at Contractor's sole expense.
- b) Maintenance of Insurance. All insurance coverage shall be maintained in effect with limits not less than those set forth below at all times during the term of this Agreement.
- c) Status and Rating of Insurance Company. All insurance coverage shall be written through insurance companies admitted to do business in California and with a Best's Financial Strength Rating of A- or better, as shown in the on-line version of Best's Rating & Criteria Center.
- d) Restrictive, Limiting, or Exclusionary Endorsements. All insurance coverage shall be provided to Contractor Parties in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage in any manner without the prior express written approval of MTD.
- e) Limits of Liability. The limits of liability may be provided by a single policy of insurance or by a combination of primary and umbrella policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.
- f) Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage. In the event of cancellation, nonrenewal, or material reduction in coverage affecting the certificate holder, thirty (30) days prior written notice shall be given to the certificate holder by certified mail, return receipt requested, except in the event of cancellation for nonpayment, in which event fifteen (15) days prior written notice shall be given. If insurer will not include in its coverage such written notifications, it shall be incumbent upon Contractor to comply with such written notification requirements.

- g) Additional Insured Status. Additional insured status shall be provided in favor of MTD and its officers, employees and agents, including consultants, on all liability insurance required herein except workers' compensation/employer's liability and the certificate of insurance shall reflect same. Such additional insured coverage shall be primary to and shall seek no contribution from all insurance available to MTD, with MTD's insurance being excess, secondary, and noncontributing.
- h) Waiver of Subrogation. All insurance coverage carried by Contractor required herein shall provide a waiver of subrogation in favor of MTD for all loss covered by such insurance, and Contractor waives all rights of action against MTD for such loss.
- i) Primary Liability. All insurance coverage required herein shall be primary to and shall seek no contribution from all insurance available to MTD, with MTD's insurance being excess, secondary, and noncontributing. Where necessary, coverage shall be endorsed to provide such primary liability, and the certificate of insurance shall reflect same.
- j) Deductible/Retention. All insurance required for this project shall have a maximum deductible or self-insured retention of \$10,000 per policy.
- k) Claims Against Aggregate. MTD must be notified in writing by Contractor at MTD's address set forth herein immediately upon knowledge of possible claims against Contractor that might cause a reduction below seventy-five (75%) of any aggregate limit of any primary policy.

### 18.3 Commercial General Liability Insurance.

- a) Coverage: Such insurance shall cover liability arising out of all locations and operations of Contractor, including but not limited to liability assumed under this Agreement (including the tort liability of another assumed in a business contract). Defense shall be provided as an additional benefit and not included within the limit of liability.
- b) Form: Commercial General Liability Occurrence form, at least as broad as an unmodified ISO CG 00 01 10 93 or its equivalent.
- c) Amount of Insurance: Coverage shall be provided with limits of not less than:
 

i. Each Occurrence Limit	\$1,000,000
ii. General Aggregate Limit	\$2,000,000
iii. Product-Completed Operations Aggregate Limit	\$2,000,000
iv. Personal and Advertising Injury Limits	\$1,000,000
v. Fire Damage (any one fire)	\$50,000
vi. Medical Expense (any one person)	\$5,000
- d) Required Endorsements:
  - i. Additional Insured status as required in 18.2(g), above.
  - ii. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18.2(f), above.
  - iii. Personal Injury Liability: The personal injury contractual liability exclusion shall be deleted.
  - iv. Primary Liability, as required in 18.2(i), above.
  - v. Waiver of Subrogation, as required in 18.2(h), above.
  - vi. Continuing Commercial General Liability Insurance: Contractor shall maintain such insurance in identical coverage, form, and amount, including required endorsements, for at least three (3) years following the date of acceptance by MTD of the last bus built pursuant to this Agreement.

### 18.4 Auto Liability Insurance.

- a) Coverage: Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned).

- b) Form: Business Auto Form (at least as broad as an unmodified ISO CA 0001 or its equivalent).
- c) Amount of Insurance: Coverage shall be provided with a limit of not less than:
  - i. \$1,000,000, combined single limit
- d) Required Endorsements:
  - i. Additional Insured status as required in 18.2(g), above.
  - ii. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18.2(f), above.
  - iii. Waiver of Subrogation, as required in 18.2(h), above.

#### 18.5 Workers' Compensation/Employer's Liability Insurance.

- a) Coverage: Such insurance shall cover liability arising out of Contractor's employment of workers and anyone for whom Contractor may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted.
- b) Amount of Insurance: Coverage shall be provided with a limit of not less than:
  - i. Workers' Compensation: Statutory limits
  - ii. Employer's Liability: \$1,000,000 each accident and disease.
- c) Required Endorsements:
  - i. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18.2(f), above.
  - ii. Waiver of Subrogation, as required in 18.2(h), above.

#### 18.6 Excess Liability Insurance.

- a) Coverage: Such insurance shall be excess over and be no less broad than all coverages described above and shall include a drop-down provision.
- b) Form: This policy shall have the same inception and expiration dates and the commercial general liability insurance required above.
- c) Amount of Insurance: Coverage shall be provided with a limit of not less than \$10,000,000.

#### 18.7 Professional Liability Insurance.

18.8 Other Insurance. MTD shall have the right, exercisable in its sole judgment at any time by giving prior written notice thereof to Contractor, to require Contractor to increase the limit and coverage amount of any insurance Contractor is required to maintain pursuant to this Agreement to an amount that MTD may, in its sole judgment, deem reasonably sufficient; and purchase other insurance and/or endorsement in such amounts or types as MTD may reasonably require from time to time.