

Consent Item (A) 12-12-2019

Washington Metropolitan Area Transit Authority

Board Action/Information Summary

☒ Action ☐ Information

MEAD Number:
202146

Resolution:
☒ Yes ☐ No

TITLE:

Indemnification of the U.S. Government

PRESENTATION SUMMARY:

To obtain Board approval for indemnification of the U.S. Government for a Permit for Use of Space for work on the Pentagon Reservation property for repair of certain infrastructure related to the Pentagon Metrorail Station.

PURPOSE:

Board approval to indemnify the U.S. Government as may be required in the Permit for Use of Space on the Pentagon Reservation.

DESCRIPTION:

Indemnification is required in order to start processing permit applications with the Pentagon to restore water service to the station. All work is to be performed on the Pentagon Reservation property.

The **U.S. Government** is the interested party associated with the permit being issued. The work not completed by WMATA staff will be conducted by a vendor that has yet to be determined.

Key Highlights:

- The water main that broke on November 27, 2019 at the Pentagon Metrorail Station will be replaced by a new source, requiring construction that will involve access to the Pentagon Reservation.
- The U.S. Government requires an indemnification for access to the Pentagon Reservation.
- Construction will occur at the north entrance at the Pentagon stop during non-peak hours and customers will need to use the south entrance.

Background and History:

On November 27, 2019 a water main break occurred at the Pentagon Metrorail Station, leading to the General Manager/Chief Executive Officer declaring an emergency situation. Because of the inaccessibility of the water supply pipes,

under the Pentagon, staff has deemed it more appropriate to abandon the previous water supply and construct a new water supply around the Pentagon. The abandonment and replacement work are scheduled to begin once permits are approved following Board approval of indemnification.

There are two phases to this project which require permits and Board approval regarding indemnification. Phase 1 will be completed by WMATA staff. Phase 2 will be completed by the selected vendor after the various project proposals are technically evaluated.

Discussion:

No further discussion required.

FUNDING IMPACT:

No impact on funding to indemnify the U.S. Government.	
Project Manager:	Paul Kram
Project Department/Office:	Facilities, Systems and Vertical Transportation (FSVT)

TIMELINE:

Previous Actions	November 27, 2019 – a water main break occurred at Pentagon Metrorail Station
Anticipated actions after presentation	Contract to begin reconstruction

RECOMMENDATION:

Board grants indemnification to the U.S. Government as required in the Permit for Use of Space on the Pentagon Reservation.

PRESENTED AND ADOPTED: December 12, 2019

**SUBJECT: APPROVAL TO INDEMNIFY THE U.S. GOVERNMENT FOR ACCESS TO
PENTAGON PROPERTY**

2019-47

**RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY**

WHEREAS, Resolution 2011-30 requires Board approval for WMATA to indemnify a counterparty; and

WHEREAS, WMATA is preparing to repair certain infrastructure related to the Pentagon Metrorail Station which requires a Permit for Use of Space on the Pentagon Reservation; and

WHEREAS, The permit requires an indemnification for the U.S. Government for access to the Pentagon Reservation;

NOW, THEREFORE, be it

RESOLVED, That the Board authorizes the General Manager and Chief Executive Officer or his designee to include an indemnity for the U.S. Government as may be required in the Permit for Use of Space on the Pentagon Reservation substantially in the form shown in Attachment A; and be it finally

RESOLVED, That to timely execute the proposed permit required to move the work forward this Resolution shall be effective immediately.

Reviewed as to form and legal sufficiency,


for Patricia Y. Lee
General Counsel

WMATA File Structure No.:
15.2.1 Grants of Indemnification

**Motioned by Mr. Smedberg, seconded by Mr. Dorsey
Ayes: 8- Mr. Smedberg, Ms. Gidigbi, Mr. Goldman, Mr. Horner, Mr. Dorsey, Mr. Marootian, Mr. Graham and
Mr. McMillin**

ATTACHMENT A

1. The permittee(s) shall indemnify and save harmless the United States, its agents, and employees against any and all loss, damage, claim, or liability whatsoever for personal injury or death, or damage to property, due to the exercise by the permittee(s) of the privilege granted by this permit or due to the permittee's failure to comply with the conditions of the permit. In addition, the permittee(s) shall be liable for any damage to Government property due to the exercise by the permittee(s) of the privilege granted by this permit or due to the permittee's failure to comply with the conditions of the permit.