

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
600 FIFTH STREET, N.W.  
WASHINGTON, D.C. 20001

November 6, 2015

AMENDMENT NO. 1  
TO  
INVITATION FOR BID  
FOR  
SIX (6) TIE BREAKER STATIONS UPGRADE ORANGE AND BLUE LINES VA, DC AND MD  
FQ15237/GG

TO WHOM IT MAY CONCERN:

The Invitation for Bid for IFB FQ15237/GG requesting Bids for the above project is hereby changed in part as listed below.

1. Volume 1 – Bidding and Contracting Requirements

Delete the following pages and in lieu thereof substitute the accompanying pages:

<u>DELETE</u>	<u>SUBSTITUTE</u>	<u>DESCRIPTION</u>
IFB Letter, p.5, p. 6	IFB Letter, p. 5, p.6	Revised
Invitation for Bids, p.18	Invitation for Bids, p.18	Revised
Clause 2 of Solicitation Instructions, p.19	Clause 2 of Solicitation Instructions, p.19	Revised
Clause 4 of Solicitation Instructions, p.20	Clause 4 of Solicitation Instructions, p.20	Revised
Clause 14 Pre-award Information, p.24, 24A, 25, 26	Clause 14 Pre-award Information, p.24, 24A, 25, 26	Revised
Unit Price Schedule, p.47	Unit Price Schedule, p.47	Revised
Payment Bond Form, p.57,58,59	Payment Bond Form, p.57,58,59	Revised
Performance Bond Form, p.61	Performance Bond Form, p.61	Revised
Clause 2.1.4 (c ) Access to Site and Hours of Work, p.128	Clause 2.1.4 (c ) Access to Site and Hours of Work, p.128	Revised
Clause 2.13 Indemnification and Insurance, p. 152	Clause 2.13 Indemnification and Insurance, p. 152	Revised

Clause 2.58 Quality Assurance and Quality Control Compliance, p. 201, 208	Clause 2.58 Quality Assurance and Quality Control Compliance, p. 201, 208	Revised
Clause 2.68 Contractor's Qualifications, p.217, p.218, p.219, p.220	Clause 2.68 Contractor's Qualifications, p.217, p.218, p.219, p.220	Revised
WMATA Construction Safety and Environmental Manual	WMATA Construction Safety and Environmental Manual	Added
WMATA System Safety Program Plan	WMATA System Safety Program Plan	Added
MSDS Review Request Form	MSDS Review Request Form	Added
Site Specific Work Plan (SSWP) 200-33	Site Specific Work Plan (SSWP) 200-33	Added
Site Specific Work Plan (SSWP) Form	Site Specific Work Plan (SSWP) Form	Added
Roadway Worker Protection Manual (RWPM)	Roadway Worker Protection Manual (RWPM)	Added
General Orders and Track Rights System (GOTRS) Request Form	General Orders and Track Rights System (GOTRS) Request Form	Added
Switch Order Form	Switch Order Form	Added

2. Volume 2 – Technical Specifications

<u>DELETE</u>	<u>SUBSTITUTE</u>	<u>DESCRIPTION</u>
Section 16051D, 1.01, pg. 22	Section 16051D, 1.01, pg. 22	Revised
Section 16051D, 1.01, pg. 24	Section 16051D, 1.01, pg. 24	Revised
Section 16051D, 1.06, pg. 28	Section 16051D, 1.06, pg. 28	Revised
Section 16051D, 1.06 pg. 29	Section 16051D, 1.06 pg. 29	Revised
Section 16051D, 1.08, pg. 30	Section 16051D, 1.08, pg. 30	Revised
Section 16051D, 3.01, pg. 34	Section 16051D, 3.01, pg. 34	Revised
Section 16051D, 3.04, pg. 36	Section 16051D, 3.04, pg. 36	Revised
Section 16149, 3.02, pg. 129	Section 16149, 3.02, pg. 129	Revised
Section 16149, 3.02, pg. 130	Section 16149, 3.02, pg. 130	Revised

Section 16149, 3.01, pg. 129	Section 16149, 3.01, pg. 129	Revised
Section 16149, App. B, pg. 136	Section 16149, App. B, pg. 136	Revised
Section 16341, 2.01, pg. 191	Section 16341, 2.01, pg. 191	Revised
Section 16602, 1.01, pg. 246	Section 16602, 1.01, pg. 246	Revised
Section 16602, 1.05, pg. 251	Section 16602, 1.05, pg. 251	Revised
Section 16602, 1.06 & 107, pg. 255	Section 16602, 1.06 & 107, pg. 255	Revised
Section 16602, 2.01, pg. 256	Section 16602, 2.01, pg. 256	Revised
Section 16602, 2.04, pg. 268	Section 16602, 2.04, pg. 268	Revised
Section 16603, 2.01, pg. 281	Section 16603, 2.01, pg. 281	Revised
Section 16603, 2.02, pg. 282	Section 16603, 2.02, pg. 282	Revised
Section 16603, 2.02 & 2.03, pg. 283	Section 16603, 2.02 & 2.03 pg. 283	Revised
Section 16603, 2.03 & 2.04 Pg. 284	Section 16603, 2.03 & 2.04 pg.284	Revised
Section 16603, 2.06, pg. 285	Section 16603, 2.06, pg. 285	Revised
Section 16603, 2.06, pg. 286	Section 16603, 2.06, pg. 286	Revised
Section 16603, 2.06, pg. 292	Section 16603, 2.06, pg. 292	Revised
Section 16603, 2.06, pg. 293	Section 16603, 2.06, pg. 293	Revised
Section 16603, 2.06, pg. 295	Section 16603, 2.06, pg. 295	Revised
Section 16603, 3.03 & 3.04 Pg.297	Section 16603, 3.03 & 3.04 Pg.297	Revised
Section 16603, Table 1, pg. 298	Section 16603, Table 1, pg. 298	Revised

3. Volume 3A – TBS Technical Drawings

<u>DELETE</u>	<u>SUBSTITUTE</u>	<u>DESCRIPTION</u>
TBS-G-003	TBS-G-003	Revised
K06TB2-TB-200	K06TB2-TB-200	Revised
K06TB2-TB-300	K06TB2-TB-300	Revised
K06TB2-TB-401	K06TB2-TB-401	Revised
K06TB2-TB-500	K06TB2-TB-500	Revised
K07TB1-TB-300	K07TB1-TB-300	Revised
K07TB1-TB-401	K07TB1-TB-401	Revised

K07TB2-TB-200	K07TB2-TB-200	Revised
K07TB2-TB-300	K07TB2-TB-300	Revised
K07TB2-TB-401	K07TB2-TB-401	Revised
G01TBS-TB-200	G01TBS-TB-200	Revised
G01TBS-TB-300	G01TBS-TB-300	Revised
G01TBS-TB-401	G01TBS-TB-401	Revised
G01TBS-TB-500	G01TBS-TB-500	Revised
G02TB1-TB-300	G02TB1-TB-300	Revised
G02TB1-TB-401	G02TB1-TB-401	Revised
G02TB1-TB-500	G02TB1-TB-500	Revised
G02TB2-TB-201	G02TB2-TB-201	Revised
G02TB2-TB-300	G02TB2-TB-300	Revised
G02TB2-TB-401	G02TB2-TB-401	Revised
G02TB2-TB-500	G02TB2-TB-500	Revised

4. Volume 3B – SCADA Technical Drawings

<u>DELETE</u>	<u>SUBSTITUTE</u>	<u>DESCRIPTION</u>
ST-SC-G-SSI-003	ST-SC-G-SSI-003-AM1	Revised
ST-SC-G-SSI-010	ST-SC-G-SSI-010-AM1	Revised
ST-SC-G-SSI-008	ST-SC-G-SSI-008-AM1	Revised

5. Acknowledgment

Bidders are required to acknowledge receipt of this Amendment on Bid Form in the spaces provided. Failure to acknowledge all Amendments may cause the Bid to be considered non responsive to the IFB, which would require rejection of the Bid.



Richard Owens  
Contracting Officer  
Office of Procurement

\* \* \* \* \*

**Insurance**

The successful bidder must provide:

- Commercial General Liability
- Worker's Compensation and Employer's Liability
- Business Automobile Liability
- Railroad Protective Liability (RRPL)

In lieu of providing a standalone RRPL in WMATA's name, the successful bidder may request that the contract work be covered under WMATA's blanket Railroad Protective Liability Insurance Program. Refer to Special Conditions 2.13 Indemnification and Insurance, Railroad Protective Liability Insurance (RRPL) whereby WMATA may waive the requirement for the contractor to procure the RRPL and instead be covered under WMATA's RRPL policy by pre-paying a waiver fee as determined by WMATA's Risk Management Department. The Contractor would apply for coverage under WMATA RRP policy, pay the waiver fee and submit proof of payment to the Authorized Representative. The contractor is entitled to 100% reimbursement of the actual premium paid to WMATA with no markups. The application and fee must be submitted within ten (10) calendar days of contract award. For bidding purposes, an allowance will be provided on the Unit Price Schedule. The contractor shall be reimbursed 100% of the actual waiver fee paid to WMATA. **AM1**

If the contractor chooses to not utilize the WMATA RRPL, then WMATA will reimburse the contractor the actual cost with no markups up to the amount (not allowance) that would have been paid for the WMATA waiver fee

**Pre-Bid Conference:** will be held on October 20, 2015 starting at 10:00 AM at 8100 Professional Place, Hyattsville, MD 20785-2225, Conference Room #1, 1<sup>st</sup> Floor. WMATA will provide a presentation including the solicitation issues and technical requirements.

WMATA will invite representatives of our procurement, insurance, DBE, safety, and infrastructure rehabilitation to the Pre-Bid Conference. WMATA certified DBE's are strongly encouraged to attend.

All attendees must provide a WMATA Contractor ID or a government issued identification for entry into any WMATA facility (cameras, cell phones, computers and other mobile devices are permitted). Individuals that plan to attend the meeting are required to send an email to [ggufranova@wmata.com](mailto:ggufranova@wmata.com), 48 hours in advance, with their name, title, company name, mailing address, telephone, and email for each attendee.

**Site Visit:** WMATA will conduct a Site Visit to one (1) Tie-Breaker Station in Virginia immediately after the Pre-Bid Conference. The site visit will start at end of the Pre Bid Conference. It is planned that the Site Visit will start around 1:30 PM. Attendees must be escorted by WMATA personnel.

All Site Visit attendees will be required to have with them OSHA approved safety vests.

**Pre-Award Information:** Shall not be submitted with the bid. After the bid opening, only the Apparent Low Bidder will be requested to submit Pre-Award Information.

**Bids Due:** December 2, 2015 by 2 pm and shall be delivered to WMATA, Office of Procurement and Materials, Room 3C-02, 600 Fifth Street, NW, Washington, DC 20001. Bids will be publicly opened and read aloud in the WMATA Meeting Room, Lobby Level, 600 Fifth Street, NW, Washington, DC 20001. **AM1**

**Bidders are cautioned to not take exceptions or qualify their bid!** Any questions regarding the solicitation should be made in writing to the Contracting Officer no later than close of business (COB) November 23, 2015. Please carefully review the Notice to Bidders of the IFB. The Notice to Bidders addresses common problems found in previous bids that may cause bid rejection. **AM1**

### Virginia Contractor License

All bidders shall have a Virginia Class A contractor license.. <http://www.dpor.virginia.gov/> . This is a Commonwealth of Virginia law and WMATA complies with the law.

### Basis of Award

A single contract for all items will be awarded to the lowest priced responsive and responsible bidder.

### Type of Contract:

Firm fixed price contract for the items in the Unit Price Schedule.

### IFB Volumes

- Volume 1, Bidding and Contracting Requirements
- Volume 2, Technical Provisions
- Volume 3, Drawings

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**INVITATION FOR BIDS**

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**DATE OF INVITATION:** October 8, 2015

**PROJECT DESCRIPTION:** IFB FQ15237/GG  
**Six (6) Tie Breaker Stations Upgrade Orange and Blue Lines  
VA, DC and MD**

**SEALED BIDS** in singular for the work described herein will be received at or before 2:00 PM on **December 2, 2015** at the Washington Metropolitan Area Transit Authority, in the Meeting Room at the **AM1** Lobby Level, 600 Fifth Street, N. W., Washington, DC 20001.

**INFORMATION REGARDING BIDDING MATERIAL, BID GUARANTEE AND BONDS:**

**Bidding Material:**

- Bid Form
- Representations and Certifications
- Unit Price Schedule
- Bid Bond (see Note #!)
- Appendix B: Disadvantaged Business Enterprise (DBE) (Applies only if bid price is over \$500,000)
- Specifications

**A bid guarantee** as herein specified is required for a bid price in excess of \$100,000, and the penal amount shall be 5 percent of the bid price. If the guarantee is submitted in the form of a bid bond, the bid bond penalty may be expressed in terms of a percentage of the bid price or may be expressed in dollars and cents.

**Bonds:** As required by the Specifications.

**DESCRIPTION OF WORK:**

Six (6) Tie Breaker Stations Upgrade Orange and Blue Lines VA, DC and MD

**BID MUST SET FORTH FULL, ACCURATE AND COMPLETE INFORMATION AS REQUIRED BY THIS INVITATION FOR BIDS, INCLUDING ATTACHMENTS.**

**SOLICITATION INSTRUCTIONS**

1. Definitions: **As used herein:**

- a. The term "solicitation" means "Invitation for Bids (IFB)" where the procurement is advertised, and "Request for Proposal (RFP)" where the procurement is negotiated.
- b. The term "offer" means "bid" where the procurement is advertised and "proposal" where the procurement is negotiated.
- c. The term "offeror" means "bidder" where the procurement is advertised and "proposer" where the procurement is negotiated.

2. Explanation to Offeror

- a. Any explanation desired by a bidder regarding the meaning or interpretation of this Invitation for bid, specifications, drawings, and other bidding documents must be requested in writing by COB November 23, 2015 to allow sufficient time for a reply to reach all bidders before the time set for the **AM1** opening of bids.
- b. Any interpretation made will be in the form of an amendment of this Invitation for Bid, specifications, or other bidding documents and will be furnished to all prospective bidders.
- c. Oral explanations or instructions given before the award of the contract will not be binding.

3. Prior Representations

The Authority assumes no responsibility for any understanding or representations concerning this solicitation made by any of its officers or agents prior to the issuance of the solicitation, the specifications, or related documents.



#### 4. Pre-Bid Conference and Site Visit

**Pre-Bid Conference**, October 20, 2015 starting at 10:00 AM at 8100 Professional Place, Hyattsville, MD, 20785-2225, Conference Room No.1. WMATA will provide a presentation including the solicitation issues and technical requirements. **AM1**

WMATA will have representatives of our procurement, insurance, DBE, safety, and infrastructure rehabilitation in attendance. WMATA certified DBE's are strongly encouraged to attend.

All attendees must provide a WMATA Contractor ID or a government issued identification for entry into WMATA facility (cameras, cell phones, computers and other mobile devices are permitted). **Individuals that plan to attend the meeting are requested, but not required, to send an email to [ggfranova@wmata.com](mailto:ggfranova@wmata.com) , 48 hours in advance, with their name, title, company name, mailing address, telephone, and email for each attendee.**

**Site Visit**, WMATA will conduct a site visit to one (1) Tie-Breaker Station in Virginia immediately after the Pre-Bid Conference. The site visit will start at end of the Pre Bid Conference. It is planned that the Site Visit will start around 1:30 PM. Attendees must be escorted by WMATA personnel.

All Site Visit attendees will be required to have with them OSHA approved safety vests.

#### 5. Revisions Prior to Date Set for Receipt of Offers

- a. The right is reserved by the Authority to revise or amend the specifications and/or Drawings prior to the date set for the opening of bids. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Invitation for Bid. Copies of such amendments as may be issued will be furnished to all prospective bidders.
- b. If the revisions and amendments require material changes in quantities or prices bid, or both, the date set for the opening of bids may be postponed by such number of days as in the opinion of the Authority will enable bidders to revise their bids. In such cases, the amendment will include an announcement of the new date for the opening of bids.

#### 6. Acknowledgment of Amendments

- a. Offerors are required to acknowledge receipt of all amendments to this Invitation on the Bid Form in the space provided, or by separate letter or telegram prior to opening of bids.
- b. Failure to acknowledge all amendments may cause the bid to be considered non-responsive to the invitation, which would require rejection of the bid. The outside of the envelope containing the offer shall also be marked to show the amendments received.

#### 7. Preparation of Bids

- a. Bids shall be submitted on the Bid Forms furnished, or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, such erasures or changes must be initialed by the person signing the bid. Unless specifically authorized in this Invitation for Bid, telegraphic bids will not be considered.
- b. The Bid Form may provide for submittals of a price or prices for one or more items which may be

received.

- c. The Authority may accept any item or combination of items of a bid, unless precluded by this Invitation for Bid or the bidder includes in his bid a restrictive limitation.

14. Pre-Award Information

- a. In accordance with the provisions of the Solicitation Instructions article titled "Bidder's Qualifications", the Contracting Officer will conduct a pre-award survey to determine if the bidder eligible for award is responsible both financially and technically and has the capability to perform the work of the Contract in accordance with the requirements of the Specifications and the Drawings and within the time or times specified.
- b. Accordingly, the apparent lowest responsive bidder is required to furnish, within five calendar days after bid opening, pre-award data as required by the "Bidder's Qualifications" article as follows:

**(1) Pre-Award Survey Form**

A completed and signed Pre-award Survey Form (that is furnished with the solicitation.

**(2) Past Experience and Qualifications**

The Bidder shall furnish, in addition to the information required in the Pre-Award Survey Form (PED-1), satisfactory evidence of past experience, qualifications and capabilities required by the contract plans and specifications. The following information must be included:

- (a) In order to be accepted the Bidder shall have been in business for a minimum of three (3) years by the time the Bid is due. The Authority will verify this information from various records. List of all previous contracts of similar work including, but not limited to: owner, address, phone number, architect-engineer, contract name, amount, duration, character and type of work and the portions of the work accomplished with the bidder's own forces. The Bidder shall have completed minimum two (2) projects in the rail transit industry and/or industrial sector. The Bidder shall submit minimum two (2) references from rail transit and/or industrial sectors demonstrating schedule and delivery compliance for a similar project. For the purposes of evaluating the Bidders' pre-award information the Authority may obtain and utilize past performance information from Authority records and references from other agencies for which the Bidder had previously worked. **AM1**
- (b) Copies of all necessary certifications, licenses and other documentation, including any specialized licenses required to meet health and safety rules and regulations, required by the plans and specifications demonstrating that the bidder has the necessary capabilities to perform the work.
- (c) Submit the following to support qualifications:
  - (1) Evidence of qualifications and experience of Key Staff to include resume and references from last three employers. **AM1**
  - (2) Foreman and Journeyman Electricians: Evidence of successful completion of an industry approved journeyman electrician apprentice program; provide copy of current Journeymen's License. **AM1**
  - (3) Foreman: Evidence of attainment of the position of Foreman **AM1**
  - (4) Safety Superintendent: Approval by Authority Safety Department is required.

(5) Evidence of qualification and experience for:

- Project Manager (part time). Shall have a minimum of 5 years' experience in electrical contracting, equipment installation and system commissioning; a minimum of 2 years in the rapid transit industry; and a minimum of 5 years in a supervisory capacity on projects of similar type and financial magnitude; traction power experience is preferred.

- Technical Support Lead/Project Engineer (part time). Shall have a minimum of 5 years' experience in design and implementation of traction power equipment (high voltage electrical engineer), a minimum of 2 years in rapid transit industry.

- General Superintendent (part time). Shall have a minimum of 5 years' experience in high voltage traction power equipment installation and system commissioning, a minimum of 2 years in rapid transit industry, and a minimum of 5 years in a supervisory capacity supervising projects of a similar type.

- Quality Manager (part time). Shall possess ASQ Certification and be trained as a Lead Auditor in a Registrar Accreditation Board of the American Society for Quality (ASQ) approved course on the requirements of ISO 9001 and with a minimum of 5 years of related experience including a minimum of 2 years of management positions in a production, manufacturing, or construction environment performing QA/QC auditing. Transit industry experience is preferred.

- Safety Superintendent. Shall have a minimum of 15 years' experience in heavy industry construction safety practices and with a minimum of 5 years in rapid transit construction in operating conditions, and shall have completed OSHA Construction Safety Training (30 hour course) and First Aid/CPR/Blood Borne Pathogens Training. A Certified Safety Professional (CSP) is preferred, but not required.

- Foreman (full time). Shall have a minimum of 5 years' experience working with high voltage and/or DC traction power equipment and a minimum of 2 years' experience actively working in and around an electrified rail transit system; hold a current Journeyman's license through the completion of an industry approved journeyman electrician apprentice program; and the attainment of the position of Foreman for a minimum of 2 years with oversight of a crew of no less than six Journeyman Electricians.

- Journeyman Electricians (full time). Shall have a minimum of 2 years' experience working with high voltage and/or DC traction power equipment and a minimum of 1 year experience actively working in and around and electrified rail transit system; hold a current journeymen's license through the completion of an industry approved journeyman electrician apprentice program.

(d) The following information shall be submitted regarding how the bidder proposes to accomplish the work:

(1) A detailed narrative description of how the bidder proposes to accomplish the work of the Contract including an organization chart with responsibilities including subcontractors.

(2) In accordance with the articles for Progress Schedules, the bidder shall submit its proposed preliminary schedule in sufficient detail to demonstrate that the bidder can accomplish the work within the prescribed period of performance including, if required, any interim

completion dates or milestones.

(e) A list of major materials, including model numbers and catalog data, for each of the project items and other major elements of the work to include any long lead times for delivery. **AM1**

1. Buy America compliance – Provide a statement that each major material item complies with the Buy America Act.

(f) A list of all major equipment that the bidder expects to use to accomplish the work of this contract. **AM1**

### **(3) Performance Plan**

a) Provide a time scale bar chart per TBS with the major elements of work including but not limited to:

- (a) Notice to Proceed
- (b) Submittals
- (c) Approvals
- (d) Fabrication and delivery
- (e) Disconnection of TBS from system
- (f) Demolition
- (g) Equipment installation
- (h) Electrical connections
- (i) Controls
- (j) Startup and testing

b) The work shall be substantially complete for K06TB2 Greenwich Street and K07- TB02 Prosperity Avenue by June 30, 2016. The work shall be complete on all the TBS by NTP + 495 calendar days.

c) Submit a list of Spare Parts as specified in Item 008 SPARE PARTS – OPTION 1 in Notes to Bidders, attached to UNIT PRICE SCHEDULE

### **(4) Financial Statements**

Complete financial statements for the last two (2) years, including Statement of Financial Position (Balance Sheet), Results of Operations (Income Statement), Statement of Changes in Financial Position (Net Change in Resources) and Statement of Current and Retained Earnings. These statements shall be certified indicating disclosure of all facts which could impair or affect the statements presented.

### **(5) Affirmative Action Program**

An affirmative statement by the Contractor as to its intent and ability to comply with articles for Affirmative Action or Equal Opportunity. This shall include the number of employees directly employed by the contractor.

### **(6) Safety Program**

The following information regarding his safety program and his past safety performance:

(a) Accident incident rates for the past twelve months for lost time accidents and for medical

cases only on comparable work.

- (b) Experience Modification Rating which compares the number of OSHA recordable injuries and illnesses for the bidder to the average for the bidder's standard industry code. **Bidders with an EMR factor greater than 1.2 will be determined to be not responsible.**
- (c) Copy of the organizational Health and Safety Program to be followed by the Contractor and all Subcontractors.
- (d) Copy of organizational Temporary Fire Protection Plan to be followed by the prime contractor and all subcontractors.
- (e) Name and address of present compensation and liability insurance carrier.
- (f) Name, address and telephone number of person in charge of the organizational safety program.

**(7) Quality Assurance Program**

A detailed statement in compliance with Special Conditions, Clause 2.58 Quality Assurance Program for approval by the Contracting Officer of methods to achieve a Contract Quality Assurance Program, including coordination and quality control. Relevant quality associations and certifications for all tiers to include products and materials are to be provided.

**(8) Insurance**

The bidder shall submit as evidence of insurability a letter from an insurance agent or broker indicating that a commitment, valid for 90 days, exists from a specific insurance carrier or carriers to provide the coverages, with limits and insured as specified therein, can be bound upon award of the contract at a price known and acceptable to the bidder. The letter shall specifically reference the IFB and Special Conditions 2.13 Indemnification and Insurance. **AM1** Failure to establish insurability may result in a determination of non-responsibility.

The bidder shall provide a letter regarding Railroad Protective Liability (RRPL) stating whether they will seek the RRPL Waiver Fee option or provide their own RRPL coverage.

Doubt as to technical ability, productive capability, "good faith effort - DBE," and financial strength which cannot be resolved affirmatively may result in a determination of non-responsibility by the Contracting Officer

15. Civil Rights (12/03)

The Contractor will be required to comply with all applicable Equal Employment Opportunity and Civil Rights laws.

16. Opportunity for Disadvantaged Business Enterprises to Bid

- a. It is the policy of the Authority (WMATA), the Federal Transit Administration (FTA) and the U. S. Department of Transportation (US DOT) that Disadvantaged Business Enterprises (DBE's) shall have an equal opportunity to receive and participate in performing federally assisted contracts, including contracts and subcontracts at any tier. The DBE requirements are set forth in Appendix B to this solicitation and are applicable, if the bid/proposal is \$500,000 or more for construction

	c	Jumper Removal/Cutover	LS	\$	\$
	d	Demolition of Existing Switchgear, Equipment, & Ancillary Components	LS	\$	\$
	e	Install Insulation Pad	LS	\$	\$
	f	Furnish, Install, Commission, Test Battery Bank, Chargers, and Ancillary Components	LS	\$	\$
	g	Installation, Commission, Testing of Switchgear, Equipment & Ancillary Components	LS	\$	\$
	h	Furnish SCADA Equipment and Communications Systems	LS	\$	\$
	i	Installation/Commissioning/ Testing of SCADA/Communications System	LS	\$	\$
	j	Test Reports, Manuals, & As Built Drawings	LS	\$	\$
<b>Subtotal for G02-2</b>					<b>\$</b>
007		Training & Software	LS	\$	\$
008		Railroad Protective Liability Waiver Fee	LS	\$ 30,000	\$ 30,000
009		TOTAL BASE WORK (Line Items 001, 002, 003, 004, 005, 006, 007, 008)	LS	\$	\$
010		OPTION 1 – Spare Parts	LS	\$	\$
<b>TOTAL BID PRICE (Base Work plus Option 1)</b>				<b>\$</b>	

AM1

**Notes**

\* Refer to the Scope Drawings and Specifications. Requirements for each TBS are site specific and will vary.

\*\*\* Refer to Clause 2.13 INDEMNIFICATION AND INSURANCE for WMATA Blanket RRPL Program Option.

**NOTES TO BIDDERS:**

**PAYMENT BOND**

**Contract No. IFB FQ15237/GG**

**Contract Date:**

**Penal Sum of Bond:**

**Date Bond Executed:**

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto, are firmly bound to the Washington Metropolitan Area Transit Authority (hereinafter called the Authority) in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: Provided, that, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the contract identified above:

NOW, THEREFORE, if the Principal shall promptly make payment to all claimants as hereinafter defined supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety(ies) being hereby waived, then the above obligation shall be void and of no effect, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

AM1

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the CONTRACT.
2. The above-named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due the claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
  - a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to the Principal within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where he maintains an office or conducts business, or his residence or such notice shall be served in any manner in which legal process may be served in the state or District of Columbia in which the aforesaid project is located, save that such service need not be made by a public officer.
  - b. After the expiration of one (1) year following the date of final settlement of said CONTRACT, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

AMENDMENT 1

**PAYMENT BOND – Page 2** IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this payment bond and have affixed their seals on the date set forth above.

AM1

**Principal(s):**

<p>1. Firm Name and Address: Signature: _____  Name and Title:</p>	<p style="text-align: right;">Corporate Seal</p> <p>State of Inc.:</p>
<p>2. Firm Name and Address: Signature: _____  Name and Title:</p>	<p style="text-align: right;">Corporate Seal</p> <p>State of Inc.:</p>
<p>3. Firm Name and Address: Signature: _____  Name and Title:</p>	<p style="text-align: right;">Corporate Seal</p> <p>State of Inc.:</p>

**Corporate Surety(ies):**

<p>Surety  A</p>	<p>Surety Name and Address: Signature: _____  Name and Title:</p>		<p>Liability Limit  \$</p> <p>State of Inc.:</p>	<p>(Seal)</p>
<p>Surety  B</p>	<p>Surety Name and Address: Signature: _____  Name and Title:</p>		<p>Liability Limit  \$</p>	<p>(Seal)</p>

AMENDMENT 1



	<i>Name and Title:</i>		<i>State of Inc.:</i>
Surety  C	<i>Surety Name and Address:</i>		<i>Liability Limit</i> \$
	<i>Signature:</i> _____		(Seal)
	<i>Name and Title:</i>		<i>State of Inc.:</i>

**Attach additional pages as needed.**

<i>Bond</i>	
<i>Premium</i>	
<i>Schedule</i>	<i>Total Premium</i> \$

**Instructions**

1. This form is authorized for use in connection with contracts for construction work or the furnishing of supplies and services.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished.
3. Corporation executing the bond as sureties must be among those appearing on the Treasury Department's list of approved sureties and must be acting within the limitations set forth therein. Where more than a single corporate surety is involved, their names and addresses (city and State) shall be inserted in the spaces (Surety A, Surety B, etc.) headed "Corporate Surety(ies)".
4. Corporations executing the bond shall affix their corporate seals.
5. The name of each person signing this payment bond should be typed in the space provided. **AM1**

**PERFORMANCE BOND**

**Contract No. IFB FQ15237/GG**

**Contract Date:**

**Penal Sum of Bond:**

**Date Bond Executed:**

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto, are firmly bound to the Washington Metropolitan Area Transit Authority (hereinafter called the Authority) in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: Provided, that, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the contract identified above:

NOW, THEREFORE, if the Principal shall perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Authority, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety(ies) being hereby waived, then the above obligation shall be void and of no effect.

AM1

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this performance bond and have affixed their seals on the date set forth above.

AM1

**Principal(s)**

1.	Firm Name and Address:  Signature: _____  Name and Title:		Corporate Seal   State of Inc.:
2.	Firm Name and Address:  Signature: _____  Name and Title:		Corporate Seal   State of Inc.:
3.	Firm Name and Address:  Signature: _____  Name and Title:		Corporate Seal   State of Inc.:

**AMENDMENT 1**

\$10,000,000	Products and Completed Operations Limit
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**Required Minimum Coverage(s):**

- 1) Commercial General Liability (CGL) coverage form shall be ISO Occurrence Form CG0001 (12/04) or its equivalent. Equivalency determination shall be made in WMATA's sole and unreviewable discretion.
- 2) Required minimum limits of coverage may be achieved through a combination of the aforementioned CGL coverage form and Umbrella Excess Liability coverage form(s), provided that the umbrella excess liability coverage form(s) provide the same or broader coverage than the prescribed CGL coverage form.
- 3) Policy shall be endorsed with Additional Insured Endorsement(s) in compliance with the "Additional Insured" Section below. Commercial General Liability and Umbrella Excess Liability forms must provide defense coverage for additional insureds. The Additional Insured Endorsement shall include Products and Completed Operations Coverage with no limitation on when claims can be made. The coverage provided by the additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured Form CG 20 10 11 85 or CG 20 26 11 85 as determined by WMATA.
- 4) Policy shall be endorsed with a Waiver of Subrogation Endorsement(s) in compliance with the "Waiver of Subrogation" Section below.
- 5) The definition of "Insured Contract" shall be modified to provide coverage for contractual liability for contracts for construction or demolition operations that are within 50 feet of a railroad, and sidetrack agreements.
- 6) Defense Costs (Allocated Loss Adjustment Expense) must be included and in excess of the policy limits for all Primary Liability and Umbrella Excess Liability Policies.
- 7) Policy shall be endorsed with ISO endorsement CG 25 03 03 97; "Designated Construction Project(s) General Aggregate Limit", and designate "Any and all construction projects" as the Designated Construction project.
- 8) N/A AM1

**Railroad Protective Liability Insurance (RRP)**

For work within 50 feet of WMATA railroad tracks or work within WMATA rail stations, Railroad Protective Liability Insurance is required with the following minimum limits of coverage:

\$5,000,000	Each Occurrence Limit
\$10,000,000	Aggregate Limit

**Required Minimum Coverage(s):**

- 1) Railroad Protective Liability (RRP) policy on a policy form that is acceptable to WMATA, issued by an insurance company that is acceptable to WMATA.
- 2) WMATA shall be the first Named Insured.
- 3) Cost of RRP shall be the sole responsibility of Contractor.
- 4) The "Wet Ink" original RRP policy shall be sent to WMATA at following address:

Washington Metropolitan Area Transit Authority  
Office of Insurance, Room 8F  
600 Fifth Street, NW  
Washington, DC 20001

**WMATA Blanket RRP Program Option**

<b>Notice by Authority before the start of "Hours of Work"</b>	<i>More than 24 hours</i>	<i>More than 24 Hours</i>
<b>Standby Cost: Compensation for Direct Labor</b>	No	No
<b>Extended Period of Performance</b>	Yes, if justified by Time Impact Analysis	Yes, if justified by Time Impact Analysis

TABLE 2.57-03

<b>CONTRACTOR REQUEST FOR CANCEL ACCESS</b>	
<b>Non Revenue-Weekday Access for COA, ERD, &amp; IC</b>	
<b>Contractor's Notice given to Authority before Start of "Hours of Work"</b>	<b>Equal to or less than 5 Days</b>
Scheduled access event will be lost to the Contractor	
<b>Contractor's Notice given to Authority before Start of "Hours of Work"</b>	<b>More than 5 Days</b>
Access event may be rescheduled by the Authority	

**2.58 QUALITY ASSURANCE & QUALITY CONTROL COMPLIANCE**

**PART 1 GENERAL**

**2.58.1 Quality Management System/Project Specific Quality Management Plan**

- A. This Section specifies the Quality Management System (QMS) that shall be established, documented, maintained, and executed by the Contractor for the length of the contract to ensure that the performed work and services conform to the specified requirements. The Contractor shall establish, document, maintain and execute a QMS which contains a Project Specific Quality Management Plan (PSQMP)
- B. The QMS/PSQMP shall be an executable system of Quality Assurance and Quality Controls that address the elements stated in FTA-IT-90-5001-02.1. The QMS/PSQMP shall follow FTA-IT-90-5001-02.1 (inclusive of all 15 elements) utilizing the FTA Quality Management System Guideline elements as stated in FTA-PA-27-5194-12.1 along with ISO 9001:2008 and ISO 10013 Standards as guides. As a minimum, the QMS Manual shall include all required Policies, Procedures, and the PSQMP

AM1

installers, and suppliers (suppliers and subcontractors) in accordance with the Quality Manual and Quality Procedures described in an approved Contractor Quality Management System.

- B. In addition to the QMS and PSQMP, the contractor shall develop, implement and update any plan that fundamentally impacts the satisfactory execution of work or production. These plan(s) shall supplement and shall be integral components of the QMS and PSQMP; to be added to the PSQMP within 10 business days of plan approval.

#### **2.58.5 OVERVIEW OF PROPOSED QUALITY MANAGEMENT SYSTEM:**

- A. For the purpose of pre-qualification only, all bidders shall submit a previously utilized QMS/PSQMP from a past, similar, project that was modeled on FTA Quality Management System Guidelines- FTA-PA-27-5194-12.1 or FTA-IT-90-5001-02.1 or ISO 9001:2008 or similar quality control system(s). This shall be submitted with the Phase One Qualifications or Technical Proposal.

#### **2.58.6 SUMMARY OF SUBMITTALS**

- A. Quality Management System
1. Finalized Quality Management System (Quality Manual and Quality Procedures) One (1) original and one (1) electronic copy (NTP plus 30 calendar days and when revised)
  2. Finalized Project Specific Quality Management Plan One (1) original and one (1) electronic copy (NTP plus 30 calendar days and when revised)
  3. Daily Quality Reports One (1) original and one (1) electronic copy (Daily)
  4. Summary of Management Review; One (1) original and one (1) electronic copy (monthly during the first six (6) months after NTP; no less than quarterly thereafter)
  5. Review and Disposition of Nonconforming Product One (1) original and one (1) electronic copy (as occurring)
  6. Report of Audit Results including sub/supplier Audits One (1) original and one (1) electronic copy (within five days of the completion of an audit)
  8. Report of Completion of Corrective Actions One (1) original and one (1) electronic copy (within 30 days of an audit). If the corrective action cannot be performed within the 30 days, immediate notification to the Authority shall be made in writing.
  9. Statement of Compliance Quality Certification for Payment Verification One (1) original and one (1) electronic copy (included with each payment request)
  10. Inspection and Test Plans One (1) original and one (1) electronic copy (NTP plus 60 calendar days for Civil and Structural work, others minimum thirty (30) calendar days in advance of the covered work scheduled to start).

#### **2.58.7 QUALITY MANAGER**

- A. The Contractor shall provide a part-time Quality Manager to comply with all the requirements of this Clause 2.58. **AM1**

The Quality Manager shall be trained as a Lead Auditor through an approved certification agency (RAB, ASQ, etc...) and shall have 10 years of related experience including 5 years of management positions in a production, manufacturing, or construction environment and experience in QA/QC auditing.

- a. In addition to the Bidder's Qualifications outlined in the Solicitation Instructions, the Contractor and/or its subcontractor(s) shall have performed at least three contracts of similar scope to these specified in Volume 2 of the Technical Provisions within the past ten years. The degree of difficulty of these projects must at least be equal to the scope of work outlined in this contract. The Contractor must show that he was the principal contractor for this work.
- b. Personnel: The contractor shall submit a list of the supervisory personnel that supervised the above projects. The contractor must also furnish the AR with a list of personnel that will supervise the contract. Must have an approved individual, present for all shifts, with experience working on High-Voltage and/or Traction Power equipment, in operating transit or railroad equipment rooms.

1. N/A

AM1

2. The Contractor shall be responsible for constructing the Project and for furnishing and managing the services of Subcontractors and vendors, to perform all manufacture, fabrication, installation, testing, and commissioning to complete the Project in accordance with the Contract Documents, all applicable jurisdictional codes and regulations, the approved Quality Management System; the approved Safety Plan; the approved Systems Integration Testing Plan, and environmental and other applicable requirements to achieve Acceptance in accordance with the approved Project Schedule.

- (a) All personnel involved in the performance of construction work shall be experienced and qualified to perform their trade, and all construction work shall be performed in a skilled and workmanlike manner.
- (b) Contracting Officer Representative reserves the right to reject any Key Staff that do not meet the required qualifications.
- (c) Individuals holding these key staff positions shall not be changed without written Authority approval for substitutions of Key Staff.
- (d) Key Staff shall be supported by a SSWP/Track Access Coordinator having the required level of skill to deliver the Project in accordance with the Contract Documents and the approved Project Schedule.
- (e) Key Staff:

(1) Project Manager (part time)

i.

AM1

- ii. Responsible for managing all facets of the Project and has overall responsibility for its successful and timely completion.

- iii. Supervises the Key Staff, shall be the sole point of contact with the Contracting Officer Representative, shall be responsible for coordinating with outside agencies as required, shall be responsible for managing cost and maintaining schedule of the Project, shall be responsible for ensuring that QA/QC and Safety guidelines are followed, and shall be responsible for manufacturing, installing, testing, commissioning, and close-out of the Project. Responsibilities include but are not limited to acquiring and managing Subcontractors, fabricators and Suppliers; development, management, and implementation of Project Schedule; preparation, submittal, and management of submittals; maintaining as-built documentation; and coordinating with outside agencies on construction related matters.

(2) Technical Support Lead/Project Engineer (part time)

- i. **AM1**
- ii. Responsible for technical support to Contractor and available as needed for resolution of technical issues
- iii. Responsibilities include but are not limited to performing facility inspections during equipment demolition, troubleshooting during equipment installation, generating requests for information, oversight of testing and commissioning, performance of substantial completion inspections as each TBS is completed, and performing Project Scheduler duties as defined in Section 01322, CONTRACT PROGRESS REPORTING, Article 3.03 therein.

(3) General Superintendent (part time)

- i. **AM1**
- ii. Responsible for oversight of day-to-day demolition, equipment installation, testing, and commissioning at the Site
- iii. Responsibilities include but are not limited to supervising equipment installation activity, overseeing coordination among Subcontractors, coordinating with Quality Manager and Safety Manager in the implementation of Project Quality and Safety plans, and ensuring that equipment installation is based on current Contract Documents and is in compliance with applicable codes and standards.

(4) Quality Manager (part time)

- i. Shall comply with Clause 2.58 QUALITY ASSURANCE AND QUALITY CONTROL COMPLIANCE hereto. **AM1**

- ii. Reports to one or more levels of management above the Contractor's Project Manager.
- iii. Responsible for the Quality Assurance (QA) and Quality Control (QC) for the Project and shall be audited to the Federal Transit Agency's (FTA) quality requirements FTA- IT-90-5001-02.1 standard. **AM1**
- iv. Shall establish, implement, and maintain the Quality Management System, shall report directly to and be supervised by an Officer of the Contractor at a level above that of the Project Manager responsible for the Project, shall serve as a liaison officer with the Authority and the Jurisdictional Authorities on matters relating to the Contractor's quality system, shall be responsible for ensuring that the Quality Management System is effective in ensuring that the Contract requirements are satisfied, and shall be responsible for the oversight of onsite and offsite testing by the Contractor. **AM1**
- v. N/A **AM1**

(5) Safety Superintendent

- i. **AM1**
- ii. Responsible for development of a construction safety plan
- iii. Shall be a full time member of the Contractor and devotes full time to worksite safety in implementing, enforcing, and maintaining the safety program for the Contractor and Subcontractor forces. The Safety Superintendent shall have no duty other than safety supervision of persons, equipment, and property affected by Contract work.
- iv. Shall have specialized training and experience in construction safety supervision and have a thorough knowledge of all OSHA regulations; shall have the ability to develop and conduct safety-training courses; and shall be familiar with industrial hygiene equipment and testing as required for the protection of all personnel and the public.

(6) Foreman (full time)

- i. **AM1**



(7) Journeyman Electricians (full time)

i.

AM1

**2.69 TIME EXTENSIONS DUE TO AUTHORITY ACTIONS**

(NOTE: This provision is supplemental to General Provision Article 1.5 TERMINATION FOR DEFAULT, DAMAGES FOR DELAY AND TIME EXTENSIONS)

- a. The possibility exists that interruptions to work may occur, both scheduled and unscheduled, at the Authority's convenience, or specific direction, for operational or emergency reasons during contract performance. Such interruptions include, but are not limited to: access delays, power outages, equipment failure. For the purpose of determining whether or not such delay, if any, should result in an extension to the final completion date, Two (2) types of delay will be recognized as follows:
  - (1) An Access Delay, defined as any recorded instance of contractor inability to enter a scheduled station location due to Authority action at the beginning of a work shift which the Contractor had scheduled and the AR approved. In order to be recognized, any such delay must be of a continuous nature with duration of not less than 30 minutes, and must be mutually agreed to by the Contractor and the AR.
  - (2) A Work Stoppage Delay, defined as any recorded instance of Authority-directed or controlled delay (not including stop work orders issued for Safety or Work Quality problems as permitted by the Contract) to the actual work performance of the contractor during the period of work in and around the immediate work area during the work hours which the Contractor had scheduled and the AR approved. In order to be recognized, any such work stoppage must be of a continuous nature with a duration of not less than 30 minutes per instance, and must be mutually agreed to by the Contractor and the AR.
- b. An extension to the final completion date, as applicable, of one (1) day MAY be granted for each recognized instance of Access Delay combined with Work Stoppage Delay which has a cumulative impact greater than 60 minutes for work performed on Weekdays. The maximum time extension per week is seven (7) calendar days.
- c. If concurrent work will be performed at more than one station location on any given workday and that recognized delays could occur at more than one work location, a time extension will not be allowed for such concurrent delay. That location with the greatest amount of recognizable delay per day will be used to determine the applicable time extension, if any, with the following conditions:
  - (1) Access Delay and Work Stoppage Delay of the greatest continuous duration will only be recognized at one location per day of work performance.
  - (2) Access Delays and Work Stoppage Delays will be cumulative within the workweek in which they occur, with the exception that concurrent delays will not be recognized for more than one location per day of work performance.
  - (3) Each recognized instance of Work Stoppage Delay will be applied to the cumulative total.
- d. Administration of these time extensions, if any, will be as follows: The Contractor shall submit his claim, if any, and a time entitlement analysis illustrating the effect of the delay on the final